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# **CONTRACT PROVISIONS AND PLANS**

**FOR REPLACEMENT OF:**

## **NEEL BRIDGE**

### **C.R.B.P. No. 7005-07.44(2)**

**FEDERAL AID No.: BRS-38CG(001)**

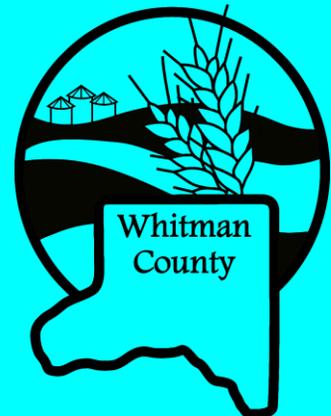
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**WHITMAN COUNTY  
DEPARTMENT OF  
PUBLIC WORKS**

**COLFAX, WASHINGTON**





WHITMAN COUNTY  
Department of Public Works

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NEEL BRIDGE  
C.R.B.P. No. 7005-07.44(2)

NOTICE TO ALL PLAN HOLDERS

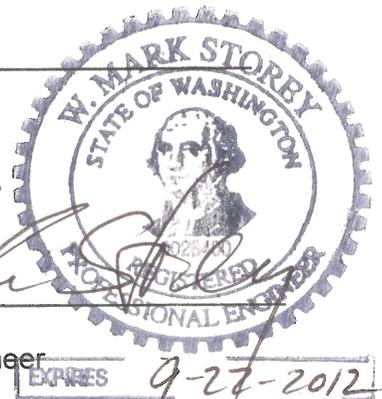
Attached are the plans and specifications for the above referenced project. Questions may be addressed to the Whitman County Engineering Department at the Whitman County Engineer's Office, North 310 Main, second floor of the Public Service Building, Colfax, Washington.

PLAN FEE: \$40.00 (Non-Refundable)

APPROVED:

5/5/2011  
Date

  
W. Mark Storey, P.E.  
Director/County Engineer





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STANDARD PLANS

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PROPOSAL  
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## **INTRODUCTION**

JANUARY 4, 2010

The following Amendments and Special Provisions shall be used in conjunction with the 2010 Standard Specifications for Road, Bridge, and Municipal Construction.

## **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

### **SECTION 1-01, DEFINITIONS AND TERMS**

AUGUST 2, 2010

#### **1-01.2(1) Associations and Miscellaneous**

The abbreviation and definition "AREA American Railway Engineering Association" is replaced with the following:

AREMA                      American Railway Engineering and Maintenance Association

### **SECTION 1-02, BID PROCEDURES AND CONDITIONS**

JANUARY 4, 2010

#### **1-02.7 Bid Deposit**

In the first paragraph, the third sentence is revised to read:

For projects scheduled for bid opening in Olympia, the proposal bond may be in hard copy or electronic format via Surety2000.com or Insurevision.com and BidX.com.

#### **1-02.9 Delivery of Proposal**

In the first paragraph, the first sentence is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Expedite software and BidX.com at the location and time identified in Section 1-02.12.

The following new paragraph is inserted after the first paragraph:

For projects scheduled for bid opening in the Region, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

## SECTION 1-06, CONTROL OF MATERIALS

JANUARY 3, 2011

### 1-06.1 Approval of Materials Prior to Use

This section is supplemented with the following new sub-section:

#### 1-06.1(4) Fabrication Inspection Expense

In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Steel Bridges and Steel Bridge components
- Cantilever Sign Structures and Sign Bridges
- Prestressed Concrete Girders and Precast Bridge Components
- Cylindrical, Disc, Pin, and Spherical Bearings
- Modular Expansion Joints
- Epoxy Coated Reinforcing Steel
- Painted and Powder Coated Luminaire and Signal Poles
- Additional items as may be determined by the Engineer

The deductions for fabrication inspection costs will be as shown in the Payment Table below.

Zone	Place of Fabrication	Reduction in Payment
1	Within 300 airline miles from Seattle	None
2	Between 300 and 3,000 airline miles from Seattle	\$700.00 per *inspection day
3	Over 3,000 airline miles from Seattle	\$1,000 per *inspection day, but not less than \$2,500 per trip

\*Note - An inspection day includes any calendar day or portion of a calendar day spent inspecting at or traveling to and from a place of fabrication.

Where fabrication of an item takes place in more than one zone, the reduction in payment will be computed on the basis of the entire item being fabricated in the furthest of zones where any fabrication takes place on that item.

The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication inspection activities to include but not limited to; plant approvals, prefabrication meetings, fabrication, coatings and final inspection.

#### 1-06.2(2)A General

Table 2 "Pay Factors" on page 1-39 is revised to read:

**Table 2  
Pay Factors**

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (P <sub>U</sub> + P <sub>L</sub> ) – 100															
	Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
1.05																
1.04																
1.03					100	100	100	100	100	100	100	100	100	100	100	100
1.02					99	97	94	91	89	90	91	92	93	93	94	94
1.01	100	100	100	98	95	92	89	87	88	89	90	91	92	92	93	
1.00	69	75	78	80	82	83	84	85	86	87	88	89	90	91	92	
0.99	66	72	76	78	80	81	82	83	84	85	86	87	89	90	91	
0.98	64	70	74	76	78	79	80	81	82	84	85	86	87	88	90	
0.97	63	68	72	74	76	77	78	79	81	82	83	84	86	87	88	
0.96	61	67	70	72	74	75	76	78	79	81	82	83	84	86	87	
0.95	59	65	68	71	72	74	75	76	78	79	80	82	83	84	86	
0.94	58	63	67	69	71	72	73	75	76	78	79	80	82	83	85	
0.93	57	62	65	67	69	71	72	73	75	76	78	79	80	82	84	
0.92	55	60	63	66	68	69	70	72	73	75	76	78	79	81	82	
0.91	54	59	62	64	66	68	69	70	72	74	75	76	78	79	81	
0.90	53	57	61	63	65	66	67	69	71	72	74	75	77	78	80	
0.89	51	56	59	62	63	65	66	68	69	71	72	74	75	77	79	
0.88	50	55	58	60	62	64	65	66	68	70	71	73	74	76	78	
0.87	49	53	57	59	61	62	63	65	67	68	70	71	73	75	77	
0.86	48	52	55	58	59	61	62	64	66	67	69	70	72	74	76	

(Continued)

Table 2 “Pay Factors” on page 1-40 is revised to read:

**Table 2  
Pay Factors (continued)**

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (P <sub>U</sub> + P <sub>L</sub> ) – 100														
	Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66
0.85	46	51	54	56	58	60	61	62	64	66	67	69	71	72	75
0.84	45	49	53	55	57	58	60	61	63	65	66	68	70	71	73
0.83	44	48	51	54	56	57	58	60	62	64	65	67	69	70	72
0.82	43	47	50	53	54	56	57	59	61	62	64	66	67	69	71
0.81	41	46	49	51	53	55	56	58	59	61	63	64	66	68	70
0.80	40	44	48	50	52	54	55	56	58	60	62	63	65	67	69
0.79	39	43	46	49	51	52	54	55	57	59	61	62	64	66	68
0.78	38	42	45	48	50	51	52	54	56	58	59	61	63	65	67
0.77	36	41	44	46	48	50	51	53	55	57	58	60	62	64	66
0.76	35	39	43	45	47	49	50	52	54	56	57	59	61	63	65
0.75	33	38	42	44	46	48	49	51	53	54	56	58	60	62	64
REJECT	Values Less Than Those Shown Above														
Reject Quality Levels Less Than Those Specified for a 0.75 Pay Factor															
<b>Note:</b> If the value of (P <sub>U</sub> + P <sub>L</sub> ) - 100 does not correspond to a (P <sub>U</sub> + P <sub>L</sub> ) - 100 value in this table, use the next smaller (P <sub>U</sub> + P <sub>L</sub> ) - 100 value.															

**SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

APRIL 4, 2011

**1-07.2 Sales Tax**

The third sentence in the first paragraph is revised to read:

The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

The first sentence in the third paragraph is revised to read:

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

#### **1-07.9(1) General**

The second sentence in the fourth paragraph is revised to read:

When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

#### **1-07.13(4) Repair of Damage**

The last sentence in the first paragraph is revised to read:

For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item "Reimbursement for Third Party Damage".

#### **1-07.14 Responsibility for Damage**

The third, fourth and fifth paragraphs are revised to read:

Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify, defend, and save harmless the State, Governor, Commission, Secretary, and all officers and employees of the State from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of contract regarding the Work, or the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the State may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of the State, its officers and employees, provided that no retention of money due the Contractor be made by the State except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

This section is supplemented with the following:

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and, solely for the purpose of enforcing the defense and indemnification obligations set forth in Section 1-07.14, the Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver had been mutually negotiated by the parties. The Contractor shall similarly require that each

Subcontractor it retains in connection with the Project comply with the terms of this paragraph, waive any immunity granted under RCW Title 51 and assume all liability for actions brought by employees of the Subcontractor.

#### **1-07.15 Temporary Water Pollution/Erosion Control**

The fourth paragraph is deleted.

#### **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

This section is deleted in its entirety and replaced with the following:

The Contractor shall prepare and implement a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. SPCC Plan template and guidance information is available at:

<http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>.

The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

#### **Implementation Requirements**

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

#### **SPCC Plan Element Requirements**

The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel  
Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.
2. Spill Reporting  
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.
3. Project and Site Information  
Describe the following items:
  - A. The project Work.
  - B. The site location and boundaries.
  - C. The drainage pathways from the site.

- D. Nearby waterways and sensitive areas and their distances from the site.
4. Potential Spill Sources  
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
- A. Name of material and its intended use.
  - B. Estimated maximum amount on-site at any one time.
  - C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
5. Pre-Existing Contamination  
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and work practices that shall be used to prevent the release of contamination.
6. Spill Prevention and Response Training  
Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.
7. Spill Prevention  
Describe the following items:
- A. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
  - B. Security measures for potential spill sources to prevent accidental spills and vandalism.
  - C. Methods used to prevent stormwater from contacting hazardous materials.
  - D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology's Construction Storm water General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
  - E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology's Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.

- F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.
- G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
- H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.
- I. Site inspection procedures and frequency.

8. Spill Response

Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material.

- A. A spill of each type of hazardous material at each location identified in 4, above.
- B. Stormwater that has come into contact with hazardous materials.
- C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.
- D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
- E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor shall be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map

Provide a map showing the following items:

- A. Site location and boundaries.
- B. Site access roads.
- C. Drainage pathways from the site.

- D. Nearby waterways and sensitive areas.
- E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- F. Pre-existing contamination or contaminant sources described in 5, above.
- G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms

Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

**Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid item when it is included in the Proposal:

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the Plan are mobilized to the project.

The lump sum payment for “SPCC Plan” shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, all costs associated with the set up of prevention measures, and implementing the current SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, including restocking spill kits, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor’s operations, negligence, or omissions.

**1-07.16(2) Vegetation Protection and Restoration**

The second paragraph is revised to read:

Damage which may require replacement of vegetation includes torn bark stripping, broken branches, exposed root systems, cut root systems, poisoned root systems, compaction of surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy, changes in grade greater than 6-inches, or any other changes to the location that may jeopardize the survival or health of the vegetation to be preserved.

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor’s operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the roots are covered to finish grade. All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped

bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.

The fourth paragraph is revised to read:

Any pruning activity required to complete the Work as specified shall be performed by a Certified Arborist as designated by the Engineer.

#### **1-07.18 Public Liability and Property Damage Insurance**

This section is deleted in its entirety and replaced with the following:

##### **1-07.18 Public Liability and Property Damage Insurance**

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of \$3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department and all officers and employees of the State as named insured.
2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than \$1,000,000 each occurrence. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.
4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional

Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverage's required under the Commercial Automobile Liability.

5. The coverage limits to be provided by Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this section or any Special Provision, shall be on a "per project" aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than three years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.
6. All insurance policies and coverage's required under Section 1-07.18 and Section 1-07.10 shall contain a waiver of subrogation against the Contracting Agency , the State, any Additional Insured and their respective departments, agencies, boards, and commissions and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.
7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an additional insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds as additional insureds as well, for primary and non-contributory limits of liability under each Subcontractor's Commercial General Liability, Commercial Automobile Liability and, any other coverage's which may be required pursuant to a "Special Provision".
8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation or any combination thereof which supplies materials,

labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third party beneficiary of this Contract.

The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.
10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.
11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.
12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, P.O. Box 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within two business days of receipt of cancellation.
13. Failure on the part of the Contractor to maintain the insurance as required, or to not provide certification and copies of the insurance prior to the time specified in subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-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. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

## **SECTION 1-08, PROSECUTION AND PROGRESS**

APRIL 4, 2011

### **1-08.1 Subcontracting**

The second and third sentences in the eighth paragraph are revised to read:

This Certification shall be submitted to the Project Engineer on WSDOT form 421-023, "Quarterly Report of Amounts Paid as MBE/WBE Participants", quarterly for the State fiscal quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31, and for any remaining portion of a quarter through Physical Completion of the Contract. The report is due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

The first sentence in the ninth paragraph is revised to read:

On all projects funded with both Contracting Agency funds and Federal assistance the Contractor shall submit a "Quarterly Report of Amounts Credited as DBE Participation" on a quarterly basis in which DBE work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate.

The last sentence in the ninth paragraph is revised to read:

When required, this "Quarterly Report of Amounts Credited as DBE Participation" is in lieu of WSDOT form 421-023, "Quarterly Report of Amounts Paid as MBE/WBE Participants".

### **1-08.5 Time for Completion**

The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

Item number 2.c. in the sixth paragraph is revised to read:

- c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

## **SECTION 1-09, MEASUREMENT AND PAYMENT**

JANUARY 3, 2011

### **1-09.2(1) General Requirement for Weighing Equipment**

This section is revised to read:

Unless specified otherwise, any Highway or Bridge construction materials to be proportioned or measured and paid for by weight shall be weighed on a scale.

#### **Scales**

Scales shall:

1. Be accurate to within 0.5-percent of the correct weight throughout the range of use;

2. Not include spring balances;
3. Include beams, dials, or other reliable readout equipment;
4. Be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;
5. Be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

### **Scale Operations**

Contractor provided scale operations are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

Commercial scale operations include the use of established scales used to sell materials to the public on a regular basis. In addition, for the purposes of this specification, all batch, hopper, and belt scales are considered to be commercial scales. When a commercial scale is used as the project scale, the Contractor may utilize a commercial scale operator provided it is at no additional cost to the contracting agency.

In addition, the Contractor shall ensure that:

1. The Engineer is allowed to observe the weighing operation and check the daily scale weight record;
2. Scale verification checks are performed at the direction of the Contracting Agency (see Section 1-09.2(5));
3. Several times each day, the scale operator records and makes certain the platform scale balances and returns to zero when the load is removed; and
4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Unless otherwise approved, reporting shall utilize form 422-027, Scalemans' Daily Report.

### **Trucks and Tickets**

Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and

6. Weight delivered
  - a. Net weight in the case of batch and hopper scales
  - b. Gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)
  - c. Approximate load out weight in the case of belt conveyor scales

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent Work.

#### **1-09.2(2) Specific Requirements for Batching Scales**

In the first paragraph, the last sentence is revised to read:

Batching scales used for Portland Cement concrete or hot mix asphalt shall not be used for batching other materials.

#### **1-09.2(3) Specific Requirements for Platform Scales**

In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.

The third paragraph is deleted.

#### **1-09.2(5) Measurement**

This section is revised to read:

##### **Scale Verification Checks**

The Engineer will verify the accuracy of each batch, hopper or platform scale. The frequency of verification checks will be such that at least one test weekly is performed for each weighed contract item of work being performed during that week.

Verification checks may not be routinely conducted for weighed material, who's proposal quantity multiplied by the unit bid price, has a value less than \$20,000.

The verification will consist of one of the following methods and be at the Contractor's option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.
2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.
3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of

both comparison checks exceed the 0.5-percent limit, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor's expense.

### **Belt Scales**

To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more payloads from sequential hauling units and compare these weights with weights of the same payloads taken on a separate certified platform scale. If the test results fluctuate, the Engineer may require more than five check loads. Conveyor weights will be based on tonnage values taken from the sealed odometer at the beginning and end of each check period.

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately.

If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

### **Minor Construction Items**

If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion and volume may be used to calculate the corresponding weight for payment.

## **1-09.2(6) Payment**

This section is revised to read:

Unless specified otherwise the Contracting Agency will pay for no materials received by weight unless they have been weighed as required in this section or as required by another method the Engineer has approved in writing.

The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.

If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.

Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include but are not limited to:

- Furnishing, installing, certifying, and maintaining scales;
- Providing a weigher to operate a Contractor provided scale;
- Providing a weigher to operate a commercial scale, if necessary;
- Providing self-printing tickets, if necessary;

- Rerouting a truck for verification weighing;
- Assisting the Engineer with scale verification checks;
- Any other related costs associated with meeting the requirements of this section.

### **1-09.9 Payments**

The first paragraph is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

In the third paragraph, the second sentence is deleted.

### **1-09.11(1)A Disputes Review Board Membership**

This section is supplemented with the following new paragraph:

The Contracting Agency and Contractor shall indemnify and hold harmless the Board Members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of and resulting from the actions and recommendations of the Board.

## **SECTION 1-10, TEMPORARY TRAFFIC CONTROL**

APRIL 4, 2011

In Division 1-10, all references to "truck mounted" are revised to read "transportable".

### **1-10.1 General**

The following sentence is inserted at the beginning of this section:

Temporary traffic control refers to the control of all types of traffic, including vehicles, bicyclists, and pedestrians (including pedestrians with disabilities).

### **1-10.2(1)A Traffic Control Management**

Item number 2. in the first paragraph is revised to read:

2. Providing the Contractor's designated TCS with approved Traffic Control Plans (TCPs) which are compatible with the Work operations and traffic control for which they will be implemented. Having the latest adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) including the Washington State Modifications to the MUTCD, the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG), and applicable standards and Specifications available at all times on the project.

### **1-10.2(1)B Traffic Control Supervisor**

Item number 1. in the third paragraph is revised to read:

1. Having a current set of approved traffic control plans (TCPs), applicable Contract Provisions as provided by the Contractor, the latest adopted edition of the MUTCD, including the Washington State Modifications to the MUTCD, the book Quality Guidelines for Temporary Work Zone Traffic Control Devices, the most current edition of the PROWAG, and applicable standards and Specifications.

The third paragraph is supplemented with the following:

7. Ensuring that all pedestrian routes or access points, existing or temporary, are kept clear and free of obstructions and that all temporary pedestrian routes or access points are detectable and accessible to persons with disabilities as provided for in the approved Plans.

### **1-10.2(2) Traffic Control Plans**

The second paragraph is revised to read:

When the Contractor's chosen method of performing the Work in the Contract requires some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the Contract documents that support that method; or (2.) submit a Contractor's plan that modifies, supplements or replaces a plan from the Contract documents. Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the Work. Any Contractor-proposed traffic control plan shall conform to the established standards for plan development as shown in the MUTCD, Part 6 and the most current edition of the PROWAG. The Contractor's submittal, either designating and adopting a traffic control plan from the Contract documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least 10-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer's approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

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

The reference "(TMA's)" in the paragraph that starts with "Category 3" is deleted.

The first paragraph is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD and the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG). Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The Washington State Modifications to the MUTCD may be obtained from the Department of Transportation, Olympia, Washington 98504. The most current edition of the Public Rights-Of-Way

Accessibility Guidelines (PROWAG) can be downloaded from the United States Access Board web site ([www.access-board.gov](http://www.access-board.gov)).

### **1-10.3(1) Traffic Control Labor**

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for 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.

### **1-10.3(2)C Lane Closure Setup/Takedown**

Item number 1 in the first paragraph is revised to read:

1. If the Plans show a portable changeable message sign, it shall be established in advance of the operation; far enough back to provide warning of both the operation and any queue of traffic that has formed during the operation.

In the second paragraph, the reference to "TMA/arrow board" is revised to read "transportable attenuator/arrow board".

### **1-10.3(3) Traffic Control Devices**

The following paragraph is inserted at the beginning of this section:

Traffic control devices, including signs, furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD. Requirements for pedestrian traffic control devices are addressed in the MUTCD.

### **1-10.3(3)A Construction Signs**

In the fourth paragraph "height" is replaced with "top of the ballast".

### **1-10.3(3)J Truck Mounted Attenuator**

The title for this section is revised to read:

#### **1-10.3(3)J Transportable Attenuator**

In the second and fourth paragraphs, the references to "TMA" are revised to read "Transportable Attenuator".

In the first paragraph, the first sentence is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain transportable impact attenuators as required in Section 9-35.12.

In the third paragraph, the reference to "truck's" is revised to read "host vehicle's".

### **1-10.4(2) Item Bids with Lump Sum for Incidentals**

All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable Attenuator(s)".

In the eighth paragraph, the first sentence is revised to read:

“Transportable Attenuator” will be measured per each one time only for each host vehicle with mounted or attached impact attenuator used on the project.

In the last sentence of the ninth paragraph, the reference to "TMA" is replaced with "transportable attenuator".

This Section is supplemented with the following:

No specific unit of measurement will apply to the lump sum item of "Pedestrian Traffic Control."

### **1-10.5(2) Item Bids with Lump Sum for Incidentals**

All references to "truck mounted impact attenuator(s)" are revised to read "transportable attenuator(s)".

This Section is supplemented with the following:

"Pedestrian Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs of labor and materials incurred by the Contractor in performing pedestrian traffic control Contract Work defined in Section 1-10.

## **SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

APRIL 5, 2010

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

In the first paragraph Item 2. e. is revised to read:

- e. Upon which embankments will be placed except stumps may be close-cut or trimmed as allowed in Section 2-01.3(1) item 3.

## **SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

JANUARY 4, 2010

### **2-02.3 Construction Requirements**

The fourth paragraph is revised to read:

The Contractor may dispose of waste material in Contracting Agency owned sites if the Special Provisions or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency and the disposal shall meet the requirements of Section 2-03.3(7)C.

## **SECTION 2-09, STRUCTURE EXCAVATION**

JANUARY 3, 2011

### **2-09.3(1)E Backfilling**

The sixth paragraph is revised to read:

The water/cement ratio shall be calculated on the total weight of cementitious material. Cementitious materials are those listed in Section 5-05.2.

### **2-09.3(2) Classification of Structure Excavation**

Item number 1 is revised to read:

1. **Class A.** Structure excavation required for bridge and retaining wall footings, geosynthetic retaining wall footings, structural earth walls and sign structure footings, pile or drilled shaft caps, seals, wingwall footings, detention vaults, and noise barrier wall footings shall be classified as Structure excavation Class A. If the excavation requires a cofferdam, structural shoring, or extra excavation, the work outside the neat lines of the Structure excavation Class A shall be classified as shoring or extra excavation Class A.

### **2-09.3(3)D Shoring and Cofferdams**

The 14th paragraph is revised to read:

If soldier piles are placed in drilled holes, and lagging is installed concurrently with the excavation, all backfill above the bottom of the lagging shall consist of controlled density fill or lean concrete. Backfill below the bottom of the lagging may consist of pea gravel. If full-height steel sheet lagging is installed prior to excavation, soldier pile holes may be backfilled with pea gravel.

### **2-09.4 Measurement**

The second sentence in the second paragraph, "**Horizontal Limits**", is supplemented with the following:

- (4) more than 1-foot outside the perimeter of the soil reinforcement area for geosynthetic and structural earth walls.

## **SECTION 5-04, HOT MIX ASPHALT**

APRIL 4, 2011

### **5-04.3(5)E Pavement Repair**

The third sentence in the second paragraph is revised to read:

The minimum width of any pavement repair area shall be 42-inches unless shown otherwise in the Plans.

### **5-04.3(8)A1 General**

The second sentence in the second paragraph is revised to read:

Statistical evaluation will be used for a class of HMA with the same PG grade of asphalt binder, when the Proposal quantities exceed 4,000-tons.

The third paragraph is revised to read:

Nonstatistical evaluation will be used for the acceptance of HMA when the Proposal quantities for a class of HMA, with the same PG grade of asphalt binder, are 4,000-tons or less.

#### **5-04.3(8)A4 Definition of Sampling Lot and Sublot**

The first sentence in the first paragraph is revised to read:

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots

#### **5-04.3(10)B1 General**

The first sentence in the second paragraph is revised to read:

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots.

### **SECTION 6-01, GENERAL REQUIREMENTS FOR STRUCTURES**

AUGUST 2, 2010

#### **6-01.6 Load Restrictions on Bridges Under Construction**

In the first paragraph “roadway deck” is deleted and replaced with “bridge deck”.

#### **6-01.8 Approaches to Movable Spans**

In the first paragraph “roadway” is deleted and replaced with “bridge deck”.

### **SECTION 6-02, CONCRETE STRUCTURES**

APRIL 4, 2011

In Division 6-02, all references to “roadway slab”, “roadway deck” and “deck slab” are deleted and replaced with “bridge deck”.

#### **6-02.2 Materials**

In the first paragraph, the following item is inserted after the item “Microsilica Fume”:

Metakaolin                      9-23.12

#### **6-02.3(1) Classification of Structural Concrete**

The first paragraph is deleted and replaced with the following two new paragraphs:

The class of concrete to be used shall be as noted in the Plans and these Specifications. The Class includes the specified minimum compressive strength in psi at 28 days (numerical class) and may include a letter suffix to denote structural concrete for a specific use. Letter suffixes include A for bridge approach slabs, D for bridge decks, P for piling and shafts, and W for underwater. The numerical class without a letter suffix denotes structural concrete for general purposes.

Concrete of a numerical class greater than 4000 shall conform to the requirements specified for either Class 4000 (if general purpose) or for the appropriate Class 4000 with a letter suffix, as follows:

1. Mix ingredients and proportioning specified in Section 6-02.3(2) and Section 6-02.3(2)A.

2. Consistency requirements specified in Section 6-02.3(4)C.
3. Curing requirements specified in 6-02.3(11).

**6-02.3(2) Proportioning Materials**

The table following the third paragraph is revised to read:

Table 2 Cementitious Requirement for Concrete

<b>Class of Concrete</b>	<b>Minimum Cementitious Content (lbs)</b>	<b>Minimum % replacement of fly as for portland cement</b>	<b>Maximum % replacement of fly ash for portland cement</b>	<b>Maximum % replacement of ground granulated blast furnace slag for portland cement</b>
4000	564	*	35	40
4000A	564	*	20	30
4000D	660	10	20	30
4000P	600	15	35	40
4000W	564	*	35	40
3000	564	*	35	40
Commercial Concrete	**564	*	35	40
Pumpable Lean Concrete	*	*	***	***
Lean Concrete	140 - 200	*	35	40

\* No minimum specified

\*\* For Commercial Concrete the minimum cementitious content is only required for sidewalks, curbs and gutters

\*\*\* No maximum specified

The fifth paragraph is revised to read:

The water/cement ratio shall be calculated on the total weight of cementitious material. Cementitious materials are those listed in Section 5-05.2. With the Engineers written approval microsilica fume and metakaolin can be used in all classifications of Class 4000, Class 3000 and commercial concrete and is limited to a maximum of 10% of the cementitious material.

**6-02.3(2)A Contractor Mix Design**

The fourth, fifth and sixth sentences of the first paragraph are deleted and replaced with the following sentence:

All proposed concrete mix shall meet the requirements of Table 2 Cementitious Requirement for Concrete in Section 6-02.3(2).

### **6-02.3(2)D Lean Concrete**

This section is revised to read:

Lean concrete shall have a minimum cementitious material content of between 145 and 200-pounds per cubic yard and have a maximum water/cement ratio of 2.

### **6-02.3(6) Placing Concrete**

The third paragraph is revised to read:

All foundations, forms, and contacting concrete surfaces shall be moistened with water just before the concrete is placed. Any standing water on the foundation, on the concrete surface, or in the form shall be removed.

The following new sentence is added after the fourth sentence in the fourth paragraph:

The submittal to the Engineer shall include justification that the concrete mix design will remain fluid for interruptions longer than 30-minutes between placements.

### **6-02.3(6)D Protection Against Vibration**

The first paragraph is revised to read:

Freshly placed concrete shall not be subjected to excessive vibration and shock waves during the curing period until it has reached a 2000-psi minimum compressive strength for structural concrete and lower strength classes of concrete.

### **6-02.3(10)D Concrete Placement, Finishing, and Texturing**

The following paragraph is inserted at the beginning of this section:

Before placing bridge approach slab concrete, the subgrade shall be constructed in accordance with Sections 2-06 and 5-05.3(6).

### **6-02.3(10)F Bridge Approach Slab Orientation and Anchors**

The third sentence in the second paragraph is revised to read:

All metal parts of the approach expansion anchor shall receive one coat of paint conforming to Section 9-08.1(2)F or be galvanized in accordance with AASHTO M 232.

### **6-02.3(11) Curing Concrete**

In the fifth paragraph "Type 1D" is revised to read "Type 1D, Class B".

### **6-02.3(17)B Allowable Design Stresses and Deflections**

Under the heading "**Timber**", the second sentence is revised to read:

The allowable stresses and loads shall not exceed the lesser of stresses and loads given in the table below or factored stresses for designated species and grade in Table 7.3 of the Timber Construction Manual, latest Edition by the American Institute of Timber Construction

Under the heading "**Steel**", the first sentence is revised to read:

For identified grades of steel, design stresses shall not exceed those specified in the Steel Construction Manual, latest Edition by the American Institute of Steel Construction, except as follows:

**6-02.3(17)F Bracing**

Under the heading "Temporary Bracing for Bridge Girders", the table is revised to read:

<b>Girder Series</b>	<b>Distance in Inches</b>
W42G	30
W50G	42
W58G	63
W74G	66
Prestressed concrete tub girders with webs with flanges	30
WF36G, WF42G, WF50G, WF58G, WF66G, WF74G, WF83G, WF95G, and WF100G	70
W32BTG, W38BTG, and W62BTG	70
WF74PTG, WF83PTG, WF95PTG, and WF100PTG	70

**6-02.3(17)N Removal of Falsework and Forms**

The first paragraph including table is revised to read:

If the Engineer does not specify otherwise, the Contractor may remove forms based on an applicable row of criteria in the table below. Both compressive strength and minimum time criteria must be met if both are listed in the applicable row. The minimum time shall be from the time of the last concrete placement the forms support. In no case shall the Contractor remove forms or falsework without the Engineer's approval.

<b>Concrete Placed In</b>	<b>Percent of Specified Minimum Compressive Strength<sup>1</sup></b>	<b>Minimum Compressive Strength<sup>1</sup></b>	<b>Minimum Time</b>
Columns, walls, non-sloping box girder webs, abutments, footings, pile caps,, traffic and pedestrian barriers, and any other side form not supporting the concrete weight.	—	—	3 days
Columns, walls, non-sloping box girder webs, abutments, traffic and pedestrian barriers, and any other side form not supporting the concrete weight or other loads.	—	1400 psi	18 hours
Side forms of footings, pile caps, and shaft caps. <sup>2</sup>	—	—	18 hours

Crossbeams, shaft caps, struts, inclined columns and inclined walls.	80	—	5 days
Bridge decks supported on wood or steel stringers or on steel or prestressed concrete girders. <sup>3</sup>	80	—	10 days
Box girders, T-beam girders, and flat-slab Superstructure. <sup>3</sup>	80	—	14 days
Arches. <sup>3</sup>	80	—	21 days
<p>1 Strength shall be proved by test cylinders made from the last concrete placed into the form. The cylinders shall be cured according to WSDOT FOP for AASHTO T 23.</p> <p>2 Curing compound shall be immediately applied to the sides when forms are removed.</p> <p>3 Where continuous spans are involved, the time for all spans will be determined by the last concrete placed affecting any span.</p>			

The third and fourth paragraphs are deleted.

The fifth paragraph is revised to read:

Curing shall comply as required in Section 6-02.3(11). The concrete surface shall not become dry during form removal if removed during the cure period.

**6-02.3(20) Grout for Anchor Bolts and Bridge Bearings**

In the fourth paragraph “9-20.3(4)” is revised to read “Section 9-20.3(4)”.

**6-02.3(24) Reinforcement**

This first paragraph is revised to read:

Although a bar list is normally included in the Plans, the Contracting Agency does not guarantee its accuracy and it shall be used at the Contractor’s risk. Reinforcement fabrication details shall be determined from the information provided in the Plans.

The third paragraph is deleted.

**6-02.3(24)C Placing and Fastening**

The eighth paragraph is revised to read:

Mortar blocks may be accepted based on a Manufacturer’s Certificate of Compliance.

The 14th paragraph is revised to read:

Clearances for main bars shall be at least:

4-inches between: Bars and the surface of any concrete masonry exposed to the action of salt or alkaline water.

3-inches between: Bars and the surface of any concrete deposited against earth without intervening forms.

2-½-inches between:	Adjacent bars in a layer. Bridge deck bars and the top of the bridge deck.
2-inches between:	Adjacent layers. Bars and the surface of concrete exposed to earth. Reinforcing bars and the faces of forms for exposed aggregate finish.
1-½-inches between:	Bars and the surface of concrete when not specified otherwise in this Section or in the Plans. Barrier and curb bars and the surface of concrete.
1-inch between:	Slab bars and the bottom of the slab. Slab bars and the top surface of the bottom slab of a cast-in-place concrete box girder.

The following new paragraph is inserted after the 14th paragraph:

Cover to ties and stirrups may be ½-inch less than the values specified for main bars but shall not be less than 1-inch.

#### **6-02.3(24)F Mechanical Splices**

Items 1, 2, and 3 in the fourth paragraph are revised to read:

1. Mechanical splices shall develop at least 125 percent of the specified yield strength of the unspliced bar. The ultimate tensile strength of the mechanical splice shall exceed that of the unspliced bar.
2. The total slip of the bar within the spliced sleeve of the connector after loading in tension to 30.0 ksi and relaxing to 3.0 ksi shall not exceed the following measured displacements between gage points clear of the splice sleeve:
  - a. 0.01 inches for bar sizes up to No. 14.
  - b. 0.03 inches for No. 18 bars.
3. The maximum allowable bar size for mechanical laps splices shall be No. 6.

#### **6-02.3(25) Prestressed Concrete Girders**

Under the heading "**Prestressed Concrete Wide Flange I Girder**" the last sentence is revised to read:

WSDOT standard girders in this category include Series WF36G, WF42G, WF50G, WF58G, WF66G, WF74G, WF83G, WF95G and WF100G.

Under the heading "**Spliced Prestressed Concrete Girder**" the fourth sentence is revised to read:

Ducts shall conform to the Section 6-02.3(26)E requirements for internal embedded installation except that ducts for I girders may be 24 gage, semi-rigid, galvanized, corrugated, ferrous metal. Ducts shall be round, unless the Engineer approves use of elliptical shaped ducts.

Under the heading "**Spliced Prestressed Concrete Girder**" the last sentence is revised to read:

WSDOT standard girders in this category include Series WF74PTG, WF83PTG, WF95PTG and WF100PTG.

#### **6-02.3(25)I Fabrication Tolerances**

Item Number 1 in the first paragraph is revised to read:

1. Prestressed Concrete Girder Length (overall):  $\pm 1/4$ -inch per 25-feet of beam length, up to a maximum of  $\pm 1-1/2$ -inch.

#### **6-02.3(25)L Handling and Storage**

In the third sentence of the second paragraph, the reference to "1-foot-9-inches" is revised to read "3-foot-0-inches".

In the fourth paragraph, the second, third, and fourth sentences are revised to read:

The lifting locations and concrete release strengths shown in the girder schedule in the Plans assume that these temporary strands are pretensioned. Alternatively, these temporary strands may be post-tensioned, provided the same lifting locations indicated in the girder schedule are used and the strands are tensioned prior to lifting the girder from the form. These temporary strands shall be of the same diameter, and shall be tensioned to the same force, as the permanent strands.

In the fifth paragraph, the following new sentence is inserted after the second sentence:

When temporary top strands are not needed for lifting but are required for shipping, they shall be post-tensioned on the same day that the permanent prestress is released into the girder.

#### **6-02.3(25)N Prestressed Concrete Girder Erection**

The seventh paragraph is supplemented with the following:

The aspect ratio (height/width) of oak block wedges at the girder centerline shall not exceed 1.0.

#### **6-02.3(26)E Ducts**

Beneath the heading "**Ducts for Internal Embedded Installation**" the second sentence in the second paragraph is revised to read:

Polypropylene ducts shall conform to ASTM D 4101 with a cell classification range of PP0340B14541 to PP0340B67884.

This section is supplemented with the following:

All duct splices, joints, couplings and connections to anchorages shall be made with devices or methods (mechanical couplers, plastic sleeves, shrink sleeve) that are approved by the duct manufacturer and produce a smooth interior alignment with no lips or kinks. All connections and fittings shall be air and mortar tight. Taping is not acceptable for connections and fittings.

### **6-02.3(26)H Grouting**

The first sentence in the last paragraph is deleted.

### **6-02.3(27) Concrete for Precast Units**

The first paragraph is supplemented with the following:

Type III portland cement is permitted to be used in precast concrete units.

The third paragraph is deleted.

This section is supplemented with the following new sub-sections:

#### **6-02.3(27)A Use of Self Consolidating Concrete for Precast Units**

Self Consolidating Concrete (SCC) is concrete that is able to flow under its own weight and completely fill the formwork without the need of any vibration while maintaining homogeneity, even in the presence of dense reinforcement. SCC shall be capable of flowing through the steel reinforcing bar cage without segregation or buildup of differential head inside or outside of the steel reinforcing bar cage.

SCC may be used for the following precast concrete structure elements:

1. Precast roof, wall and floor panels, and retaining wall panels in accordance with Section 6-02.3(28).
2. Precast reinforced concrete three sided structures in accordance with Section 6-02.3(28) as supplemented in the Special Provisions.
3. Precast concrete barrier in accordance with Section 6-10.3(1).
4. Precast concrete wall stem panels in accordance with Section 6-11.3(3).
5. Precast concrete noise barrier wall panels in accordance with Section 6-12.3(6).
6. Structural earth wall precast concrete facing panels in accordance with Section 6-13.3(4).
7. Precast drainage structure elements in accordance with Section 9-05.50.
8. Precast junction boxes, cable vaults, and pull boxes in accordance with Section 9-29.2.

#### **6-02.3(27)B Submittals for Self Consolidating Concrete for Precast Units**

With the exception of items 3, 7, and 8 in Section 6-02.3(27)A, the Contractor shall submit the mix design for SCC to the Engineer for annual approval in accordance with Section 6-02.3(28)B . The mix design submittal shall include items specified in Section 6-02.3(2)A and results of the following tests conducted on concrete that has slump flow within the slump flow range defined below:

1. Slump Flow.
  - a. The mix design shall specify the target slump flow in inches, in accordance with WSDOT FOP for ASTM C 1611. The slump flow range is defined as the target slump flow plus or minus 2-inches.

- b. The visual stability index (VSI) shall be less than or equal to 1, in accordance with ASTM C 1611, Appendix X1, using Filling Procedure B.
  - c. The  $T_{50}$  flow rate results shall be less than 6-seconds in accordance with ASTM C 1611, Appendix X1, using Filling Procedure B.
2. Column Segregation.
    - a. The maximum static segregation shall be 10-percent in accordance with ASTM C 1610.
    - b. The Maximum Hardened Visual Stability Index (HVSI) shall be 1 in accordance with AASHTO PP 58.
  3. J ring test results for passing ability shall be less than or equal to 1.5-inches in accordance with the WSDOT FOP for ASTM C 1621.
  4. Air content shall be tested in accordance with WSDOT Test Method T 818, and shall conform to Section 6-02.3(2)A.
  5. Concrete unit weight results in pounds per cubic foot shall be recorded in accordance with AASHTO T 121, except that the concrete shall not be consolidated in the test mold.
  6. The temperature of all concrete laboratory test samples shall be tested in accordance with AASHTO T 309 and shall conform to the placement limits specified in Section 6-02.3(4)D.
  7. The modulus of elasticity in pounds per square inch at 28 days shall be recorded in accordance with ASTM C 469.

Use of Type III cement is permitted.

Placement for construction may include consolidation using light vibration, but the requirements of Section 6-02.3(4)C for consistency will not apply.

Items 3, 7, and 8 in Section 6-02.3(27)A require the precast plant to cast one representative structure acceptable to the Engineer and have the structure sawn in half for examination by the Contracting Agency to determine that segregation has not occurred. The Contracting Agency's approval of the sawn structure will constitute approval of the precast plant to use SCC and a concrete mix design submittal is not required.

**6-02.3(27)C Acceptance Testing of Self Consolidating Concrete for Precast Units**

Acceptance testing shall be performed by the Contractor and test results shall be submitted to the Engineer. Placement of SCC for concrete testing such as cylinder preparation shall be in accordance with WSDOT Test Method T 819.

SCC for items 1, 2, 4, 5, and 6 in Section 6-02.3(27)A will be accepted in accordance with Section 6-02.3(5) procedures, and based on conformance to the requirements specified above and in Section 6-02.3(2)A, for the following:

1. Temperature.

2. Air content.
3. Compressive strength at 28-days.
4. Slump flow within the target slump flow range.
5. J ring passing ability less than or equal to 1.5-inches.
6. VSI less than or equal to 1.

SCC for concrete barrier will be accepted in accordance with temperature, air, and compressive strength testing listed above.

SCC for precast junction boxes, cable vaults, and pull boxes will be accepted in accordance with temperature and compressive strength testing listed above.

SCC for precast drainage structure elements will be accepted in accordance with the requirements of AASHTO M 199.

#### **6-02.3(28) Precast Concrete Panels**

In this section, all references to "units" are revised to read "panels".

#### **6-02.3(28)B Casting**

The second paragraph is revised to read:

Concrete shall meet requirements of Section 6-02.3(25)B for annual pre-approval of the concrete mix design, and slump. If SCC is used the concrete shall conform to Sections 6-02.3(27)B and 6-02.3(27)C.

#### **6-02.3(28)F Tolerances**

The reference to "PCI-MNL-166" is revised to read "PCI-MNL-116".

### **SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL**

APRIL 4, 2011

#### **8-01.2 Materials**

In the first paragraph, the following is inserted after the first sentence:

Corrugated Polyethylene Drain Pipe            9-05.1(6)

#### **8-01.3(1) General**

In the sixth paragraph, the first sentence is revised to read:

When natural elements rut or erode the slope, the Contractor shall restore and repair the damage with the eroded material where possible, and remove and dispose of any remaining material found in ditches and culverts.

In the seventh paragraph the first two sentences are deleted.

The table in the seventh paragraph is revised to read:

**Western Washington (West of the Cascade Mountain crest)**

May 1 through September 30	17 Acres
October 1 through April 30	5 Acres

**Eastern Washington (East of the Cascade Mountain crest.)**

April 1 through October 31	17 Acres
November 1 through March 31	5 Acres

The eighth paragraph is revised to read:

The Engineer may increase or decrease the limits based on project conditions.

The ninth paragraph is revised to read:

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff.

The 10th paragraph is revised to read:

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period, (see the tables below) using an approved soil covering practice.

**Western Washington (West of the Cascade Mountain crest)**

October 1 through April 30	2-days maximum
May 1 to September 30	7-days maximum

**Eastern Washington (East of the Cascade Mountain crest.)**

October 1 through June 30	5-days maximum
July 1 through September 30	10-days maximum

**8-01.3(1)A Submittals**

This section is revised to read:

When a Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the existing TESC Plan. If modified, the Contractor's TESC Plan shall meet all requirements of Chapter 6-2 of the current edition of the WSDOT Highway Runoff Manual. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor's progress schedule. The Contractor shall obtain the Engineer's approval of the TESC Plan and schedule prior to the beginning of Work. The TESC Plan shall cover all areas that maybe affected inside and outside the limits of the project (including all Contracting Agency-provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

The Contractor shall allow at least 5-working days for the Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the Contractor for any Work delays.

**8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

In the last paragraph, "Form Number 220-030 EF" is revised to read "WSDOT Form Number 220-030 EF".

### **8-01.3(1)C Water Management**

In number 2., the reference to "Standard Specification" is revised to read "Section".

Number 3., is revised to read:

#### **3. Offsite Water**

Prior to disruption of the normal watercourse, the Contractor shall intercept the offsite stormwater and pipe it either through or around the project site. This water shall not be combined with onsite stormwater. It shall be discharged at its pre-construction outfall point in such a manner that there is no increase in erosion below the site. The method for performing this Work shall be submitted by the Contractor for the Engineer's approval.

### **8-01.3(1)D Dispersion/Infiltration**

This section is revised to read:

Water shall be conveyed only to dispersion or infiltration areas designated in the TESC Plan or to sites approved by the Engineer. Water shall be conveyed to designated dispersion areas at a rate such that, when runoff leaves the area, and enters waters of the State, turbidity standards are achieved. Water shall be conveyed to designated infiltration areas at a rate that does not produce surface runoff.

### **8-01.3(2)B Seeding and Fertilizing**

The fourth paragraph is revised to read:

The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

In the fifth paragraph, "hydro seeder" is revised to read "hydroseeder".

### **8-01.3(2)D Mulching**

In the second paragraph, the second sentence is revised to read:

Wood strand mulch shall be applied by hand or by straw blower on seeded areas.

In the third paragraph, "1" is revised to read "a single" and "hydro seeder" is revised to read "hydroseeder".

The fourth paragraph is revised to read:

Temporary seed applied outside the application windows established in 8-01.3(2)F shall be covered with a mulch containing either Moderate Term Mulch or Long Term Mulch, as designated by the Engineer.

### **8-01.3(2)E Tacking Agent and Soil Binders**

The following new paragraph is inserted at the beginning of this Section:

Tacking agent or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

The third sentence in the first paragraph below “**Soil Binding Using Polyacrylamide (PAM)**” is revised to read:

A minimum of 200-pounds per acre of Short Term Mulch shall be applied with the dissolved PAM.

In the second paragraph below “**Soil Binding Using Polyacrylamide (PAM)**”, “within” is revised to read “after”.

The paragraph “**Soil Binding Using Bonded Fiber Matrix (BFM)**” including title is revised to read:

**Soil Binding Using Moderate Term Mulch**

The Moderate Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions. The Moderate Term Mulch may require a 24 to 48 hour curing period to achieve maximum performance and shall not be applied when precipitation is predicted within 24 to 48 hours, or on saturated soils, as determined by the Engineer.

The last paragraph including titled is revised to read:

**Soil Binding Using Long Term Mulch**

The Long Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions and recommendations.

**8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch**

The first paragraph is revised to read:

Unless otherwise approved by the Engineer, the final application of seeding, fertilizing, and mulching of slopes shall be performed during the following periods:

<u>Western Washington</u> <sup>1</sup>	<u>Eastern Washington</u>
(West of the Cascade Mountain crest)	(East of the Cascade Mountain crest)
March 1 through May 15	October 1 through November 15 only
September 1 through October 1	

<sup>1</sup> Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above. Written permission to seed after October 1 will only be given when Physical Completion of the project is imminent and the environmental conditions are conducive to satisfactory growth.

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

The first paragraph is revised to read:

The Contractor shall be responsible to ensure a healthy stand of grass. The Contractor shall restore eroded areas, clean up and properly dispose of eroded materials, and reapply the seed, fertilizer, and mulch, at no additional cost to the Contracting Agency.

In the second paragraph, number 1. is revised to read:

1. At the Contractor's expense, seed, fertilizer and mulch shall be reapplied in areas that have been damaged through any cause prior to final inspection, and reapplied to areas that have failed to receive a uniform application at the specified rate.

#### **8-01.3(2)H Inspection**

The first sentence is revised to read:

Inspection of seeded areas will be made upon completion of seeding, temporary seeding, fertilizing, and mulching.

The third sentence is revised to read:

Areas that have not received a uniform application of seed, fertilizer, or mulch at the specified rate, as determined by the Engineer, shall be reseeded, refertilized, or remulched at the Contractor's expense prior to payment.

#### **8-01.3(2)I Mowing**

In the first paragraph, the last sentence is revised to read:

Trimming around traffic facilities, Structures, planting areas, or other features extending above ground shall be accomplished preceding or simultaneously with each mowing.

#### **8-01.3(3) Placing Erosion Control Blanket**

In the first sentence, "Standard" is deleted.

The second sentence is revised to read:

Temporary erosion control blankets, having an open area of 60-percent or greater, may be installed prior to seeding.

#### **8-01.3(4) Placing Compost Blanket**

In the first paragraph, "before" is revised to read "prior to".

The last sentence is revised to read:

Compost shall be Coarse Compost.

#### **8-01.3(5) Placing Plastic Covering**

The first sentence is revised to read:

Plastic shall be placed with at least a 12-inch overlap of all seams.

#### **8-01.3(6)A Geotextile-Encased Check Dam**

The first paragraph is deleted.

#### **8-01.3(6)B Rock Check Dam**

This section including title is revised to read:

##### **8-01.3(6)B Quarry Spall Check Dam**

The rock used to construct rock check dams shall meet the requirements for quarry spalls.

#### **8-01.3(6)D Wattle Check Dam**

This section is revised to read:

Wattle check dams shall be installed in accordance with the Plans.

#### **8-01.3(6)E Coir Log**

This section is revised to read:

Coir logs shall be installed in accordance with the Plans.

#### **8-01.3(9)A Silt Fence**

In the second paragraph, the second sentence is revised to read:

The strength of the wire or plastic mesh shall be equivalent to or greater than what is required in Section 9-33.2(1), Table 6 for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction).

#### **8-01.3(9)B Gravel Filter, Wood Chip or Compost Berm**

In the second paragraph, the last sentence is deleted.

The third paragraph is revised to read:

The Compost Berm shall be constructed in accordance with the detail in the Plans. Compost shall be Coarse Compost.

#### **8-01.3(9)C Straw Bale Barrier**

This section is revised to read:

Straw Bale Barriers shall be installed in accordance with the Plans.

#### **8-01.3(9)D Inlet Protection**

The first three paragraphs are revised to read:

Inlet protection shall be installed below or above, or as a prefabricated cover at each inlet grate, as shown in the Plans. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

Geotextile fabric in all prefabricated inlet protection devices shall meet or exceed the requirements of Section 9-33.2, Table 1 for Moderate Survivability, and the minimum filtration properties of Table 2.

When the depth of accumulated sediment and debris reaches approximately  $\frac{1}{2}$  the height of an internal device or  $\frac{1}{3}$  the height of the external device (or less when so specified by the manufacturers) or as designated by the Engineer, the deposits shall be removed and stabilized on site in accordance with Section 8-01.3(16).

#### **8-01.3(10) Wattles**

In the first paragraph, the third sentence is revised to read:

Excavated material shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the Engineer.

This section is supplemented with the following new paragraph:

The Contractor shall exercise care when installing wattles to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into waterbodies.

#### **8-01.3(12) Compost Sock**

In the first paragraph, "sock" is revised to read "socks" and "streambed" is revised to read "waterbodies".

In the second paragraph "bank" is revised to read "slope".

In the third paragraph "and" is revised to read "or".

This section is supplemented with the following new paragraph:

Compost for Compost Socks shall be Coarse Compost.

#### **8-01.3(14) Temporary Pipe Slope Drain**

The first paragraph is revised to read:

Temporary pipe slope drain shall be Corrugated Polyethylene Drain Pipe and shall be constructed in accordance with the Plans

The last paragraph is revised to read:

Placement of outflow of the pipe shall not pond water on road surface.

#### **8-01.3(15) Maintenance**

In the fourth paragraph, the last sentence is revised to read:

Clean sediments may be stabilized on site using approved BMPs as approved by the Engineer.

#### **8-01.3(16) Removal**

In the second paragraph, the last sentence is revised to read:

This may include, but is not limited to, ripping the soil, incorporating soil amendments, and seeding with the specified seed.

#### **8-01.4 Measurement**

The eighth paragraph is revised to read:

Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot along the ground line of completed barrier.

#### **8-01.5 Payment**

The following bid items are relocated after the bid item "Check Dam":

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

The following new paragraph is inserted before the bid item "Stabilized Construction Entrance":

The unit Contract price per linear foot for "Check Dam" and "Gravel Filter Berm" and per each for "Inlet Protection" shall be full pay for all equipment, labor and materials to perform the Work as specified, including installation, removal and disposal at an approved disposal site.

The paragraph after the bid item "Temporary Curb" is revised to read:

The unit Contract price per linear foot for "Temporary Curb" shall include all costs to install, maintain, remove, and dispose of the temporary curb.

The following bid item is inserted after the bid item "Mulching with Pam":

"Mulching with Short Term Mulch", per acre.

The bid item "Mulching with BFM" is revised to read:

"Mulching with Moderate Term Mulch"

The bid item "Mulching with MBFM/FRM" is revised to read:

"Mulching with Long Term Mulch"

## **SECTION 8-11, GUARDRAIL**

AUGUST 2, 2010

### **8-11.3(1)A Erection of Posts**

The second paragraph is supplemented with the following sentence:

New installations of guardrail shall have steel posts or as otherwise shown in the Plans.

### **8-11.3(1)D Terminal and Anchor Installation**

The fifth paragraph is supplemented with the following sentence:

For new terminal installations steel posts shall be used unless shown otherwise in the Plans.

## **SECTION 8-15, RIPRAP**

JANUARY 4, 2010

### **8-15.2 Materials**

The referenced sections for the following items are revised to read:

Heavy Loose Riprap	9-13
Light Loose Riprap	9-13
Hand Placed Riprap	9-13
Sack Riprap	9-13
Quarry Spalls	9-13

## **SECTION 8-21, PERMANENT SIGNING**

APRIL 4, 2011

### **8-21.3(4) Sign Removal**

In the fourth paragraph, the following sentence is inserted after the second sentence:

Where signs are removed from existing overhead sign Structures, the existing vertical sign support braces shall also be removed.

In the fourth paragraph, the third sentence is revised to read:

Aluminum signs, wood signs, wood sign posts, wood structures, metal sign posts, wind beams, and other metal structural members, and all existing fastening hardware connecting such members being removed, shall become the property of the Contractor and shall be removed from the project.

### **8-21.3(9)F Foundations**

In the ninth paragraph, the following new statement is inserted as number 1. Existing numbers 1 through 6 of the ninth paragraph shall be renumbered to 2 through 7.

1. Foundation excavations shall conform to the requirements of Section 2-09.3(3).

In the tenth paragraph, item number 2 is revised to read:

2. Steel reinforcement, including spiral reinforcing, shall conform to Section 9-07.2.

### **8-21.3(9)G Identification Plates**

This section including title is revised to read:

#### **8-21.3(9)G Sign Structure Identification Information**

Whenever existing bridge mounted sign brackets, cantilever sign structures, or sign bridge structures are removed from their anchorage, whether temporary or permanent, the Contractor shall provide the sign structure identification information, attached to the sign structures, to the Engineer. The identification information may be in the form of a riveted plate, sticker, or other means.

### **8-21.3(12) Steel Sign Posts**

This section is supplemented with the following:

For roadside sign structures on SB-1, SB-2, or SB-3 slip bases, the Contractor shall use the following procedures and manufacturer's recommendations:

1. The Contractor shall assemble the perforated square steel post or solid square steel post to the upper slip plate with bolts, nuts, and washers as shown in the Plans.
2. The three bolts connecting the upper and lower slip plates shall be tightened using as a torque wrench to the torque, following the procedures in the Plans.

For roadside structures on ST-2 and ST-4 sign supports, the Contractor shall use the following procedures:

1. The Contractor shall assemble the perforated square steel post to the lower sign post support with bolts, nuts, and washers as shown in the Plans.

## **SECTION 8-22, PAVEMENT MARKING**

AUGUST 2, 2010

### **8-22.1 Description**

In the second paragraph, the last sentence is revised to read:

Traffic letters used in word messages shall be sized as shown in the Plans.

### **8-22.4 Measurement**

In the sixth paragraph "Painted Line" is revised to read "Paint Line".

## **SECTION 9-01, PORTLAND CEMENT**

APRIL 5, 2010

### **9-01.2(1) Portland Cement**

In the first paragraph, all the text after "shall not exceed 8-percent by weight" is deleted and the paragraph ends.

In the second paragraph, "per" is revised to read "in accordance with".

## **SECTION 9-03, AGGREGATES**

APRIL 4, 2011

In this Division, all references to "AASHTO TP 61" are revised to read "AASHTO T 335".

### **9-03.11(2) Streambed Cobbles**

The first paragraph is revised to read:

Streambed cobbles shall be clean, naturally occurring water rounded gravel material. Streambed cobbles shall have a well graded distribution of cobble sizes and conform to one or more of the following gradings as shown in the Plans:

<b>Percent Passing</b>					
<b>Approximate Size</b> <small>Note 1</small>	<b>4" Cobbles</b>	<b>6" Cobbles</b>	<b>8" Cobbles</b>	<b>10" Cobbles</b>	<b>12" Cobbles</b>
12"					100
10"				100	70-90
8"			100	70-90	
6"		100	70-90		
5"		70-90			30-60.
4"	100			30-60.	
3"	70-90		30-60.		

2"		30-60.			
1½"	20-50				
¾"	10 max.				

In the second paragraph, “determine” is revised to read “determined”.

**9-03.21(1) General Requirements**

This sections content is deleted and replaced with:

Hot Mix Asphalt, Concrete Rubble, Recycled Glass and Steel Furnace Slag may be used as, or blended uniformly with, naturally occurring materials for aggregates. The final blended product and the recycled material component included in a blended product shall meet the specification requirements for the specified type of aggregate. The Contracting Agency may collect verification samples at any time. Blending of more than one type of recycled material into the naturally occurring materials requires approval of the Engineer prior to use.

Recycled materials obtained from the Contracting Agency’s roadways will not require toxicity testing or certification for toxicity characteristics.

Recycled materials that are imported to the job site will require testing and certification for toxicity characteristics. The recycled material supplier shall keep all toxicity test results on file and provide copies to the Project Engineer upon request. The Contractor shall provide the following:

- Identification of the recycled materials proposed for use.
- Sampling documentation no older than 90 days from the date the recycled material is placed on the project. Documentation shall include a minimum of 5 samples tested for total lead content by EPA Method 6010. Total lead test results shall not exceed 250 ppm. For samples that exceed 100 ppm, that sample must then be prepared by EPA Method 1311, the Toxicity Characteristic Leaching Procedure (TCLP), where liquid extract is analyzed by EPA Method 6010B. The TCLP test must be below 5.0 ppm.
- Certification that the recycled materials are not Washington State Dangerous Wastes per the Dangerous Waste Regulations WAC 173-303.
- Certification that the recycled materials are in conformance with the requirements of the Standard Specifications prior to delivery. The certification shall include the percent by weight of each recycled material.

This section is supplemented with the following new sub-section:

**9-03.21(1)E Table on Maximum Allowable Percent (by weight) of Recycled Material**

**9-03.21(1)A Recycled Hot Mix Asphalt**

This section is revised to read:

For recycled materials incorporating hot mix asphalt the product supplier shall certify that the blended material does not exceed the Maximum Allowable Percentage of hot mix asphalt shown in Table 9-03.21(1)E.

**9-03.21(1)B Recycled Portland Cement Concrete Rubble**

This section including title is revised to read:

**9-03.21(1)B Vacant**

**9-03.21(1)C Recycled Glass Aggregates**

This section including title is revised to read:

**9-03.21(1)C Vacant**

**9-03.21(1)D Recycled Steel Furnace Slag**

The last row of the table is revised to read:

Bank Run Gravel for Trench Backfill	9-03.19	20	100	100	20
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The table is moved from this sub-section to the new sub-section **9-03.21(1)E Table on Maximum Allowable Percent (by weight) of Recycled Material.**

**SECTION 9-04, JOINT AND CRACK SEALING MATERIALS**

AUGUST 2, 2010

**9-04.2(1) Hot Poured Joint Sealants**

This section is revised to read:

Hot poured joint sealants shall meet the requirements of AASHTO M 324 Type IV except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.
2. The extension for the bond, non immersed, shall be 100%.
3. The hot poured joint sealant shall have a minimum Cleveland Open Cup Flash Point of 205°C in accordance with AASHTO T 48

Hot poured joint sealants shall be sampled in accordance with ASTM D 5167 and tested in accordance with ASTM D 5329.

**9-04.11 Butyl Rubber**

This section including title is revised to read:

**9-04.11 Butyl Rubber and Nitrile Rubber**

Butyl rubber shall conform to ASTM D 2000, M1 BA 610. If the Engineer determines that the area will be exposed to petroleum products Nitrile rubber shall be utilized and conform to ASTM D 2000, M1 BG 610.

## **SECTION 9-05, DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS**

JANUARY 3, 2011

### **9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe (12-inch through 60-inch)**

This section including title is revised to read:

#### **9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe, Couplings and Fittings (12-inch through 60-inch)**

Perforated corrugated polyethylene underdrain pipe, couplings and fittings, 12-inch through 60-inch diameter maximum, shall meet the requirements of AASHTO M 294 Type CP or Type SP. Type CP shall be Type C pipe with Class 2 perforations and Type SP shall be Type S pipe with either Class 1 or Class 2 perforations. Additionally, Class 2 perforations shall be uniformly spaced along the length and circumference of the pipe.

### **9-05.12(2) Profile Wall PVC Culvert Pipe, Profile Wall PVC Storm Sewer Pipe, and Profile Wall PVC Sanitary Sewer Pipe**

In the fourth paragraph, the word "producer's" is revised to read "Manufacturer's".

### **9-05.13 Ductile Iron Sewer Pipe**

The second and third paragraphs are revised to read:

Ductile iron pipe shall conform to ANSI A 21.51 or AWWA C151 and shall be cement mortar lined and have a 1- mil seal coat per AWWA C104, or a Ceramic Filled Amine cured Novalac Epoxy lining, as indicated on the Plans or in the Special Provisions. The ductile iron pipe shall be Special Thickness Class 50, Minimum Pressure Class 350, or the Class indicated on the Plans or in the Special Provisions.

Nonrestrained joints shall be either rubber gasket type, push on type, or mechanical type meeting the requirements of AWWA C111.

### **9-05.19 Corrugated Polyethylene Culvert Pipe**

This sections title is revised to read:

#### **9-05.19 Corrugated Polyethylene Culvert Pipe, Couplings, and Fittings**

The first paragraph is revised to read:

Corrugated polyethylene culvert pipe, couplings, and fittings, shall meet the requirements of AASHTO M 294 Type S or D for pipe 12-inch to 60-inch diameter with silt-tight joints.

### **9-05.20 Corrugated Polyethylene Storm Sewer Pipe**

This sections title is revised to read:

#### **9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings**

In the first paragraph, the first sentence is revised to read:

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M 294 Type S or D.

Section 9-05 is supplemented with the following new sub-sections:

#### **9-05.21 Steel Rib Reinforced Polyethylene Culvert Pipe**

Steel rib reinforced polyethylene culvert pipe shall meet the requirements of ASTM F2562 Class 1 for steel reinforced thermoplastic ribbed pipe and fittings for pipe 24-inch to 60-inch diameter with silt-tight joints.

Silt-tight joints for steel reinforced polyethylene culvert pipe shall be made with a bell/bell or bell and spigot coupling and incorporate the use of a gasket conforming to the requirements of ASTM F 477. All gaskets shall be installed on the pipe by the manufacturer.

Qualification for each manufacturer of steel reinforced polyethylene culvert pipe requires an approved joint system and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties as it deems appropriate.

#### **9-05.22 Steel Rib Reinforced Polyethylene Storm Sewer Pipe**

Steel rib reinforced polyethylene storm sewer pipe shall meet the requirements of ASTM F2562 Class 1 for steel reinforced thermoplastic ribbed pipe and fittings. The maximum diameter for steel reinforced polyethylene storm sewer pipe shall be the diameter for which a manufacturer has submitted a qualified joint. Qualified manufacturers and approved joints are listed in the Qualified Products Lists. Fittings shall be rotationally molded, injection molded, or factory welded.

All joints for steel reinforced polyethylene storm sewer pipe shall be made with a bell and spigot coupling and conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477. All gaskets shall be installed on the pipe by the manufacturer.

Qualification for each manufacturer of steel reinforced polyethylene storm sewer pipe requires joint system conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties as it deems appropriate.

#### **9-05.23 High Density Polyethylene (HDPE) Pipe**

HDPE pipe shall be manufactured from resins meeting the requirements of ASTM D3350 with a cell classification of 345464C and a Plastic Pipe Institute (PPI) designation of PE 3408.

The pipes shall have a minimum standard dimension ratio (SDR) of 32.5.

HDPE pipe shall be joined into a continuous length by an approved joining method.

The joints shall not create an increase in the outside diameter of the pipe. The joints shall be fused, snap together or threaded. The joints shall be water tight, rubber gasketed if applicable, and pressure testable to the requirements of ASTM D 3212.

Joints to be welded by butt fusion, shall meet the requirements of ASTM F 2620 and the manufacturer's recommendations. Fusion equipment used in the joining procedure shall be

capable of meeting all conditions recommended by the pipe manufacturer, including but not limited to fusion temperature, alignment, and fusion pressure. All field welds shall be made with fusion equipment equipped with a Data Logger. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the Quality Control records. Electro fusion may be used for field closures as necessary. Joint strength shall be equal or greater than the tensile strength of the pipe.

Fittings shall be manufactured from the same resins and Cell Classification as the pipe unless specified otherwise in the Plans or Specifications. Butt fusion fittings and Flanged or Mechanical joint adapters shall have a manufacturing standard of ASTM D3261. Electro fusion fittings shall have a manufacturing standard of ASTM F1055.

HDPE pipe to be used as liner pipe shall meet the requirements of AASHTO M 326 and this specification.

The supplier shall furnish a Manufacturer's Certification of Compliance stating the materials meet the requirements of ASTM D 3350 with the correct cell classification with the physical properties listed above. The supplier shall certify the dimensions meet the requirements of ASTM F 714 or as indicated in this Specification or the Plans.

At the time of manufacture, each lot of pipe, liner, and fittings shall be inspected for defects and tested for Elevated Temperature Sustain Pressure in accordance with ASTM F 714. The Contractor shall not install any pipe that is more than 2 years old from the date of manufacture.

At the time of delivery, the pipe shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

Pipe shall be marked at 5 foot intervals or less with a coded number which identifies the manufacturer, SDR, size, material, machine, and date on which the pipe was manufactured.

#### **9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Sewer Pipe**

Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe and Polypropylene Sanitary Sewer pipe shall conform to the following requirements:

1. For pipe sizes up to 30 inches: ASTM F2736.
2. For pipe sizes from 30 to 60 inches: ASTM F2764.
3. Fittings shall be factory welded, injection molded or PVC.

All joints for corrugated polypropylene pipe shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D3212 using elastomeric gaskets conforming to ASTM F477. All gaskets shall be factory installed on the pipe in accordance with the producer's recommendations.

Qualification for each producer of corrugated polypropylene storm sewer pipe requires joint system conformance to ASTM D3212 using elastomeric gaskets conforming to ASTM F477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties deems appropriate.

## SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS

APRIL 4, 2011

### 9-06.5(3) High Strength Bolts

The first paragraph is revised to read:

High-strength bolts for structural steel joints shall conform to either AASHTO M 164 Type 1 or 3 or AASHTO M 253 Type 1 or 3, as specified in the Plans or Special Provisions. Tension control bolt assemblies, meeting all requirements of ASTM F 1852 may be substituted where AASHTO M 164 high strength bolts and associated hardware are specified.

The second paragraph is revised to read:

When specified in the Plans or Special Provisions to be galvanized, tension control bolt assemblies shall be galvanized after fabrication in accordance with ASTM B 695 Class 55 Type I.

The third paragraph is revised to read:

Bolts conforming to AASHTO M 253 shall not be galvanized.

The fourth paragraph is revised to read:

Bolts for unpainted and nongalvanized structures shall conform to either AASHTO M 164 Type 3, AASHTO M 253 Type 3, or ASTM F 1852 Type 3, as specified in the Plans or Special Provisions.

The fifth paragraph is revised to read:

Nuts for high strength bolts shall meet the following requirements:

#### AASHTO M 164 Bolts

Type 1 (black)

AASHTO M 291 Grade C, C3, D, DH and DH3

AASHTO M 292 Grade 2H

Type 3 (black weathering)

AASHTO M 291 Grade C3 and DH3

Type 1 (hot-dip galvanized)

AASHTO M 291 Grade DH

AASHTO M 292 Grade 2H

#### AASHTO M 253 Bolts

Type 1 (black)

AASHTO M 291 Grade DH, DH3

AASHTO M 292 Grade 2H

Type 3 (black weathering)

AASHTO M 291 Grade DH3

The first sentence in the eighth paragraph is revised to read:

Washers for AASHTO M 164 and AASHTO M 253 bolts shall meet the requirements of AASHTO M 293 and may be circular, beveled, or extra thick as required.

The last sentence in the eleventh paragraph is revised to read:

Approval from the Engineer to use lock-pin and collar fasteners shall be received by the Contractor prior to use.

The number 2 foot note reference in the table is deleted.

The last row of the table is revised to read:

\*Manufacturer's Certificate of Compliance — samples not required.  
1 Nuts, washers, load indicator devices, and tension control bolt assemblies shall be sampled at the same frequency as the bolts.

### **9-06.16 Roadside Sign Structures**

The first paragraph is revised to read:

All bolts, nuts, washers, cap screws, and coupling bolts shall conform to AASHTO M 164 and Section 9-06.5(3), except as noted otherwise. All connecting hardware shall be galvanized after fabrication in accordance with AASHTO M 232.

The sixth paragraph is revised to read:

The heavy-duty anchor (lower sign post support) used for perforated square steel posts (ST-4) shall meet the requirements of ASTM A 500 Grade B and shall be hot-dipped galvanized.

The following two new paragraphs are inserted after the sixth paragraph:

The bolts for connecting square steel posts to the upper slip plate SB-1, SB-2, or SB-3 shall be either corner bolts and conform to ASTM F 568 Class 4.6, zinc coated, or shoulder flange bolts and conform to ASTM A 29, zinc coated, or commercial bolts stock and conform to ASTM A 307, zinc coated.

The bolts connecting perforated square steel posts to the lower sign post support (ST-2 or ST-4) shall conform to ASTM A 307, Grade A and galvanized. The bolts connecting the lower slip plate (SB-1, SB-2, or SB-3) to the heavy duty anchor (lower sign post support ST-4) shall conform to ASTM A 307 and galvanized. The bolt stop for ST-2 and ST-4 shall conform to ASTM A 307, Grade A and galvanized.

## **SECTION 9-07, REINFORCING STEEL**

APRIL 4, 2011

### **9-07.1(1)A Acceptance of Materials**

The following new paragraph is inserted before the first paragraph:

Reinforcing steel rebar manufacturers shall comply with the requirements of AASHTO R 53, "Qualification of Deformed and Plain Reinforcing Steel Bar, Welded Wire, and Wire Producing Mills" and the National Transportation Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar) Manufacturers. Reinforcing steel rebar manufacturers shall participate in the NTPEP Audit Program for Reinforcing Steel (rebar) Manufacturers and be listed on the NTPEP audit program website displaying that they are NTPEP compliant.

### **9-07.5(1) Epoxy Coated Dowel Bars (For Cement Concrete Pavement)**

This section's title is revised to read:

### **9-07.5(1) Epoxy Coated Dowel Bars (For Cement Concrete Pavement Rehabilitation)**

The following is inserted after the third sentence of the first paragraph:

The Contractor shall furnish a written certification that properly identifies the material, the number of each batch of coating material used, quantity represented, date of manufacture, name and address of manufacturer, and a statement that the supplied coating material meets the requirements of ASTM A 934.

## **SECTION 9-13, RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK WALLS**

APRIL 4, 2011

In all tables of this section, "Specific Gravity" is revised to read "Specific Gravity SSD".

This sections title is revised to read:

### **RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, ROCK FOR EROSION AND SCOUR PROTECTION AND ROCK WALLS**

The first sentence in the first paragraph is revised to read:

Riprap shall consist of broken stone, or broken concrete rubble.

### **9-13.3 Sack Riprap**

This section including title is revised to read:

#### **9-13.3 Vacant**

### **9-13.4 Vacant**

This section including title is revised to read:

#### **9-13.4 Rock for Erosion and Scour Protection**

Rock for Erosion and Scour Protection shall be hard, sound, and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather and consist of broken and/or process rock. Rock for Erosion and Scour Protection shall meet quality requirements in Section 9-13 and the grading requirements in Section 9-13.4(2). The use of recycled materials and concrete rubble is not permitted for this application as per Section 9-03.21.

This section is supplemented with the following new sub-sections:

#### **9-13.4(1) Suitable Shape of Rock for Erosion and Scour Protection**

The Suitable Shape of these rocks shall be "Angular" (having sharply defined edges) to "Subangular" (having a shape in between Rounded and Angular) for a higher degree of interlocking to provide stability to the protected area. The use of round, thin, flat, or long and needle like shapes are not allowed. Suitable Shape can be determined by the ratio of the Length/Thickness. Where the Length is the longest axis, Width is the second longest

axis, and Thickness is the shortest. The Suitable Shape shall be the maximum of 3.0 using the following calculation:

$$\frac{\text{Length}}{\text{Thickness}} \leq 3.0 \text{ Suitable Shape}$$

**9-13.4(2) Grading Requirements of Rock for Erosion and Scour Protection**

Rock for Erosion and Scour Protection will be classified as Class A, Class B, and Class C, and shall have a “Well-Graded” structure that meets the requirements for Suitable Shape and conforms to one or more of the following gradings as shown in the Plans.

**Class A**

Approximate Size (in.) Note 1	Percent Passing (Smaller)
18"	100
16"	80 – 95
12"	50 – 80
8"	15 - 50
4"	15 max.

**Class B**

Approximate Size (in.) Note 1	Percent Passing (Smaller)
30"	100
28"	80 – 95
22"	50 – 80
16"	15 - 50
10"	15 max.

**Class C**

Approximate Size (in.) Note 1	Percent Passing (Smaller)
42"	100
36"	80 – 95
28"	50 – 80
22"	15 - 50
14"	15 max.

Note 1 Approximate Size can be determined by taking the average dimension of the three axes of the rock; Length, Width, and Thickness by use of the following calculation:

$$\frac{\text{Length} + \text{Width} + \text{Thickness}}{3} = \text{Approximate Size}$$

Rock for Erosion and Scour Protection shall be visually accepted by the Project Engineer. The Project Engineer shall determine the Suitable Shape, Approximate Size and Grading of the load before it is placed. If so ordered by the Project Engineer, the loads shall be dumped on a flat surface for sorting and measuring the individual rocks contained in the load.

## **SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING**

APRIL 4, 2011

Section 9-14 is deleted in its entirety and replaced with the following:

### **9-14.1 Soil**

#### **9-14.1(1) Topsoil Type A**

Topsoil Type A shall be as specified in the Special Provisions.

#### **9-14.1(2) Topsoil Type B**

Topsoil Type B shall be native topsoil taken from within the project limits either from the area where roadway excavation is to be performed or from strippings from borrow, pit, or quarry sites, or from other designated sources. The general limits of the material to be utilized for topsoil will be indicated in the Plans or in the Special Provisions. The Engineer will make the final determination of the areas where the most suitable material exists within these general limits. The Contractor shall reserve this material for the specified use. Material for Topsoil Type B shall not be taken from a depth greater than 1 foot from the existing ground unless otherwise designated by the Engineer.

In the production of Topsoil Type B, all vegetative matter less than 4 feet in height, shall become a part of the topsoil. Prior to topsoil removal, the Contractor shall reduce the native vegetation to a height not exceeding 1 foot. Noxious weeds, as designated by authorized State and County officials, shall not be incorporated in the topsoil, and shall be removed and disposed of as designated elsewhere or as approved by the Engineer.

#### **9-14.1(3) Topsoil Type C**

Topsoil Type C shall be native topsoil meeting the requirements of Topsoil Type B but obtained from a source provided by the Contractor outside of the Contracting Agency owned right of way.

### **9-14.2 Seed**

Grasses, legumes, or cover crop seed of the type specified shall conform to the standards for "Certified" grade seed or better as outlined by the State of Washington Department of Agriculture "Rules for Seed Certification," latest edition. Seed shall be furnished in standard containers on which shall be shown the following information:

1. Common and botanical names of seed
2. Lot number
3. Net weight
4. Pure live seed

All seed vendors must have a business license issued by the Washington State Department of Licensing with a "seed dealer" endorsement. Upon request, the Contractor shall furnish the Engineer with copies of the applicable licenses and endorsements.

Upon request, the Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory within six months before the date of delivery on the project. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

### **9-14.3 Fertilizer**

Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer of the kind and quality specified. It may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, water-soluble potash, or sulfur in the amounts specified. All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients, and manufacturer's guaranteed statement of analysis clearly marked, all in accordance with State and Federal laws.

Fertilizer shall be supplied in one of the following forms:

- 1 A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.
- 2 A soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer.
- 3 A homogeneous pellet, suitable for application through a ferti-blast gun.
- 4 A tablet or other form of controlled release with a minimum of a six month release period.
- 5 A liquid suitable for application by a power sprayer or hydroseeder.

### **9-14.4 Mulch and Amendments**

All amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's guaranteed chemical analysis and name. In lieu of containers, amendments may be furnished in bulk. A manufacturer's certificate of compliance shall accompany each delivery. Compost and other organic amendments shall be accompanied with all applicable health certificates and permits.

#### **9-14.4(1) Straw**

Straw shall be in an air dried condition free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable.

All straw material shall be Certified Weed Free Straw using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board. Information can be found at <http://www.nwcb.wa.gov/http://www.nwcb.wa.gov/>

In lieu of Certified Weed Free Straw, the Contractor shall provide documentation that the material is steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State's Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the straw.

Straw mulch shall be suitable for spreading with mulch blower equipment.

**9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)**

All HECPs shall be biodegradable and in a dry condition free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life. Up to 5 percent by weight may be photodegradable material.

The HECP shall be suitable for spreading with a hydroseeder.

All HECPs shall be furnished premixed by the manufacturer with Type A or Type B Tackifier as specified in 9-14.4(7). Under no circumstances will field mixing of additives or components be acceptable.

The Contractor shall provide test results, dated within three years prior to the date of application, from an independent, accredited laboratory, as approved by the Engineer, showing the product meets the following requirements:

Properties	Test Method	Requirements
Acute Toxicity	EPA-821-R-02-012 Methods for Measuring Acute Toxicity of Effluents. Test leachate from recommended application rate receiving 2 inches of rainfall per hour using static test for No-Observed-Adverse-Effect-Concentration (NOEC)	Four replicates are required with No statistically significant reduction in survival in 100% leachate for a Daphnid at 48 hours and <i>Oncorhynchus mykiss</i> (rainbow trout) at 96 hours
Solvents	EPA 8260B	Benzene - < 0.03 mg/kg Methylene chloride – 0.02 mg/kg Naphthalene – < 5 mg/kg Tetrachloroethylene – < 0.05 mg/kg Toluene – < 7 mg/kg Trichloroethylene – < 0.03 mg/kg Xylenes – < 9 mg/kg
Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron – < 100 mg/kg Cadmium – < 2 mg/kg Chromium – < 2 mg/kg Copper – < 5 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel – < 2 mg/kg Selenium – < 10 mg/kg Strontium – < 30 mg/kg Zinc – < 5 mg/kg
Water Holding Capacity	ASTM D 7367	900 percent minimum
Organic Matter Content	ASTM D 586	90 percent minimum

Moisture Content	ASTM D 644	15 percent maximum		
Seed Germination Enhancement	ASTM D 7322	Long Term	Moderate Term	Short Term
		420 percent minimum	400 percent minimum	200 percent minimum

If the HECP contains cotton or straw, the Contractor shall provide documentation that the material has been steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State's Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the mulch.

The HECP shall be manufactured in such a manner that when agitated in slurry tanks with water, the fibers will become uniformly suspended, without clumping, to form a homogeneous slurry. When hydraulically applied, the material shall form a strong moisture-holding mat that allows the continuous absorption and infiltration of water.

The HECP shall contain a dye to facilitate placement and inspection of the material. Dye shall be non-toxic to plants, animals, and aquatic life and shall not stain concrete or painted surfaces.

The HECP shall be furnished with a Material Safety Data Sheet (MSDS) that demonstrates that the product is not harmful to plants, animals, and aquatic life.

**9-14.4(2)A Long Term Mulch**

Long Term Mulch shall demonstrate the ability to adhere to the soil and create a blanket-like mass within two hours of application and shall bond with the soil surface to create a continuous, porous, absorbent, and flexible erosion resistant blanket that allows for seed germination and plant growth and conforms to the requirements in Table 1 Long Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 1 Long Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

- National Transportation Product Evaluation Program (NTPEP)
- Utah State University's Utah Water Research Laboratory
- Texas Transportation Institute
- San Diego State University's Soil Erosion Research Laboratory
- TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

**Table 1 Long Term Mulch Test Requirements**

<b>Properties</b>	<b>Test Method</b>	<b>Requirements</b>
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	C Factor = 0.01 maximum using Revised Universal Soil Loss Equation (RUSLE)

**9-14.4(2)B Moderate Term Mulch**

Within 48 hours of application, the Moderate Term Mulch shall bond with the soil surface to create a continuous, absorbent, flexible erosion resistant blanket that allows for seed germination and plant growth and conform to the requirements in Table 2 Moderate Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 2 Moderate Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

- National Transportation Product Evaluation Program (NTPEP)
- Utah State University's Utah Water Research Laboratory
- Texas Transportation Institute
- San Diego State University's Soil Erosion Research Laboratory
- TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

**Table 2 Moderate Term Mulch Test Requirements**

<b>Properties</b>	<b>Test Method</b>	<b>Requirements</b>
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	C Factor = 0.05 maximum using Revised Universal Soil Loss Equation (RUSLE)

**9-14.4(2)C Short Term Mulch**

The Contractor shall provide test results documenting the mulch meets the requirements in Table 3 Short Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

- National Transportation Product Evaluation Program (NTPEP)
- Utah State University's Utah Water Research Laboratory
- Texas Transportation Institute
- San Diego State University's Soil Erosion Research Laboratory
- TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

**Table 3 Short Term Mulch Test Requirements**

Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the National Resources Conservation Service (NRCS) Soil Texture Triangle	C Factor = 0.15 maximum using Revised Universal Soil Loss Equation (RUSLE)

**9-14.4(3) Bark or Wood Chips**

Bark or wood chip mulch shall be derived from Douglas fir, pine, or hemlock species. It shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust shall not be used as mulch.

Bark or wood chips, when tested, shall be according to WSDOT Test Method T 123 prior to placement and shall meet the following loose volume gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	95	100
No. 4	0	30

**9-14.4(4) Wood Strand Mulch**

Wood strand mulch shall be a blend of angular, loose, long, thin wood pieces that are frayed, with a high length-to-width ratio and shall be derived from native conifer or deciduous trees. A minimum of 95 percent of the wood strand shall have lengths between 2 and 10 inches. At least 50 percent of the length of each strand shall have a width and thickness between 1/16 and 1/2 inch. No single strand shall have a width or thickness greater than 1/2 inch.

The mulch shall not contain salt, preservatives, glue, resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust or wood chips or shavings will not be acceptable. Products shall be tested according to WSDOT Test Method 125 prior to acceptance.

**9-14.4(5) Lime**

Agriculture lime shall be of standard manufacture, flour grade or in pelletized form, meeting the requirements of ASTM C 602.

**9-14.4(6) Gypsum**

Gypsum shall consist of Calcium Sulfate (CaSO<sub>4</sub>·2H<sub>2</sub>O) in a pelletized or granular form. 100 percent shall pass through a No. 8 sieve.

**9-14.4(7) Tackifier**

Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifier shall contain no growth or germination inhibiting materials, and shall not reduce infiltration rates. Tackifier shall hydrate in water and readily blend with other slurry materials and conform to the requirements in Table 4 Tackifier Test Requirements.

The Contractor shall provide test results documenting the tackifier meets the requirements in Table 4 Tackifier Test Requirements.

**Table 4 Tackifier Test Requirements**

Properties	Test Method	Requirements
Heavy Metals Solvents Acute Toxicity	See Table in Section 9-14.4(2). Test at manufacturer's recommended application rate	See Table in Section 9- 14.4(2)
Viscosity	ASTM D 2364. Testing shall be performed by an accredited, independent laboratory	4000 cPs minimum

**9-14.4(7)A Organic Tackifier**

Organic tackifier shall be derived from natural plant sources and shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

**9-14.4(7)B Synthetic Tackifier**

Synthetic tackifier shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

**9-14.4(8) Compost**

Compost products shall be the result of the biological degradation and transformation of organic materials under controlled conditions designed to promote aerobic decomposition. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control BMP as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

Compost production and quality shall comply with Chapter 173-350 WAC.

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, "Sample Sieving for Aggregate Size Classification".

Fine compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	
1"	95	100
5/8"	90	100
1/4"	75	100

Maximum particle length of 6 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	

1"	95	100
5/8"	90	100
1/4"	70	85

Maximum particle length of 6 inches.

Medium compost shall have a carbon to nitrogen ratio (C:N) between 18:1 and 30:1. The carbon to nitrogen ratio shall be calculated using the dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

Coarse compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
3"	100	
1"	90	100
3/4"	70	100
1/4"	40	60

Maximum particle length of 6 inches.

Coarse Compost shall have a Carbon to Nitrogen ratio (C:N) between 25:1 and 35:1. The Carbon to Nitrogen ratio shall be calculated using the dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, "1:5 Slurry pH".
3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by U.S. Composting Council TMECC 03.08-A "Classification of Inerts by Sieve Size".
4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition Organic Matter Method (LOI)".
5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 "Electrical Conductivity".
6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, "Germination and Root Elongation".
7. Stability shall be 7 mg CO<sub>2</sub>-C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B "Carbon Dioxide Evolution Rate".
8. The compost product shall originate from recycled plant waste as defined in WAC 173-350 as "Type 1 Feedstocks", "Type 2 Feedstocks," and/or "Type 3 Feedstocks". The Contractor shall provide a list of feedstock sources by percentage in the final compost product.
9. The Engineer may evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E "Solvita® Maturity Index". Fine compost shall score a number 6 or above on the Solvita® Compost Maturity Test. Medium and Coarse compost shall score a 5 or above on the Solvita® Compost Maturity Test.

#### **9-14.4(8)A Compost Submittal Requirements**

The Contractor shall submit the following information to the Engineer for approval:

1. The Qualified Products List printed page or a Request for Approval of Material(DOT Form 350-071EF).
2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).
3. The Contractor shall verify in writing, and provide lab analyses, that the material complies with the processes, testing, and standards specified in WAC 173-350 and these Specifications. An independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the analysis.
4. A copy of the manufacturer's Seal of Testing Assurance (STA) certification as issued by the U.S. Composting Council.

#### **9-14.4(8)B Compost Acceptance**

Fourteen days prior to application, the Contractor shall submit a sample of the compost approved for use, and a STA test report dated within 90 calendar days of the application, and the list of feed stocks by volume for each compost type to the Engineer for review.

The Contractor shall use only compost that has been tested within 90 calendar days of application and meets the requirements in Section 9-14.4(8). Compost not conforming to the above requirements or taken from a source other than those tested and accepted shall not be used.

#### **9-14.4(9) Vacant**

#### **9-14.4(10) Vacant**

#### **9-14.5 Erosion Control Devices**

##### **9-14.5(1) Polyacrylamide (PAM)**

PAM is used as a tie-down for soil, compost, or seed, and is also used as a flocculent. Polyacrylamide (PAM) products shall meet ANSI/NSF Standard 60 for drinking water treatment with an AMD content not to exceed 0.05 percent. PAM shall be anionic, linear, and not cross-linked. The minimum average molecular weight shall be greater than 5 mg/mole and minimum 30 percent charge density. The product shall contain at least 80 percent active ingredients and have a moisture content not exceeding 10 percent by weight. PAM shall be delivered in a dry granular or powder form.

##### **9-14.5(2) Erosion Control Blanket**

Temporary erosion control blanket shall be made of natural plant fibers. The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the requirements in the following table:

Properties	ASTM Test Method	Requirements
Protecting Slopes from Rainfall-Induced Erosion	D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)
Dry Weight per Unit Area	D 6475	0.36 lb/sq. yd. minimum
Performance in Protecting Earthen Channels from Stormwater-Induced Erosion	D 6460 Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle	1.0 lb/sq. ft. minimum
Seed Germination Enhancement	D 7322	200 percent minimum

Netting, if present, shall be biodegradable with a life span not to exceed two years.

Permanent erosion control blanket/turf reinforcement mats shall meet the following requirements:

Properties	ASTM Test Method	Requirements
UV Stability	D 4355	Minimum 80 percent strength retained after 500 hours in a xenon arc device
Protecting Slopes from Rainfall-Induced Erosion	D 6459 with 0.12 inch average raindrop size.* Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle **	Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)
Dry Weight per Unit Area	D 6566	0.50 lb/sq. yd. minimum
Performance in Protecting Earthen Channels from Stormwater-Induced Erosion	D 6460 Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle**	2.0 lb/sq. ft. minimum
Seed Germination Enhancement	D 7322	200 percent minimum

#### 9-14.5(2)A Erosion Control Blanket Approval

The Contractor shall select erosion control blanket products that bear the Quality and Data Oversight and Review (QDOR) seal from the Erosion Control and Technology Council (ECTC). All materials selected shall be currently listed on the QDOR products list available at [www.ectc.org/qdor](http://www.ectc.org/qdor)

#### **9-14.5(3) Clear Plastic Covering**

Clear plastic covering shall meet the requirements of ASTM D 4397 for polyethylene sheeting having a minimum thickness of 6 mils.

#### **9-14.5(4) Geotextile-Encased Check Dam**

The geotextile-encased check dam shall be a urethane foam core encased in geotextile material. The minimum length of the unit shall be 7 feet.

The foam core shall be a minimum of 8 inches in height, and have a minimum base width of 16 inches. The geotextile material shall overhang the foam by at least 6 inches at each end, and shall have apron type flaps that extend a minimum of 24 inches on each side of the check dam. The geotextile material shall meet the requirements in Section 9-33.

#### **9-14.5(5) Wattles**

Wattles shall consist of cylinders of biodegradable plant material such as weed-free straw, coir, compost, wood chips, excelsior, or wood fiber or shavings encased within biodegradable netting. Wattles shall be a minimum of 5 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Compost filler shall be coarse compost and shall meet the material requirements as specified in Section 9-14.4(8). If wood chips are used they shall meet the material requirements as specified in Section 9-14.4(3). If wood shavings are used, 80 percent of the fibers shall have a minimum length of 6 inches between 0.030 and 0.50 inches wide, and between 0.017 and 0.13 inches thick.

Wood stakes for wattles shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length.

#### **9-14.5(6) Compost Socks**

Compost socks shall consist of extra heavy weight biodegradable fabric, with a minimum strand thickness of 5 mils. The fabric shall be filled with Coarse Compost. Compost socks shall be at least 8 inches in diameter. The fabric shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials and shall be free from cuts, tears, broken or missing yarns, and be free of thin, open, or weak areas and shall be free of any type of preservative. Netting material shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Coarse compost filler shall meet the material requirements as specified in Section 9-14.4(8).

Wood stakes for compost socks shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length,

#### **9-14.5(7) Coir Log**

Coir logs shall be made of 100 percent durable coconut (coir) fiber uniformly compacted within woven netting made of bristle coir twine with minimum strength of 80 lbs tensile strength. The netting shall have nominal 2 inch by 2 inch openings. Log segments shall have a maximum length of 20 feet, with a minimum diameter as shown in the Plans. Logs shall have a minimum density of 7 lbs/cf.

Stakes shall be untreated Douglas fir, hemlock, or pine species. Wood stakes shall have a notch to secure the rope ties. Rope ties shall be of 1/4 inch diameter commercially available hemp rope.

#### **9-14.5(8) High Visibility Fencing**

High visibility fence shall be UV stabilized, orange, high-density polyethylene or polypropylene mesh, and shall be at least 4-feet in height.

Support posts shall be wood or steel in accordance with Standard Plan I-10.10-00. The posts shall have sufficient strength and durability to support the fence through the life of the project.

#### **9-14.6 Plant Materials**

##### **9-14.6(1) Description**

Bareroot plants are grown in the ground and harvested without soil or growing medium around their roots.

Container plants are grown in pots or flats that prevent root growth beyond the sides and bottom of the container.

Balled and burlapped plants are grown in the ground and harvested with soil around a core of undisturbed roots. This rootball is wrapped in burlap and tied or placed in a wire basket or other supportive structure.

Cuttings are live plant material without a previously developed root system. Source plants for cuttings shall be dormant when cuttings are taken and all cuts shall be made with a sharp instrument. Cuttings may be collected. If cuttings are collected, the requirement to be nursery grown or held in nursery conditions does not apply. Written permission shall be obtained from property owners and provided to the Engineer before cuttings are collected. The Contractor shall collect cuttings in accordance with applicable sensitive area ordinances. Cuttings shall meet the following requirements:

- A. Live branch cuttings shall have flexible top growth with terminal buds and may have side branches. The rooting end shall be cut at an approximate 45 degree angle.
- B. Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45 degree angle. Live stakes are cut from one to two year old wood. Live stake cuttings shall be cut and installed with the bark intact with no branches or stems attached, and be ½ to 1½ inch in diameter.
- C. Live pole cuttings shall have a minimum 2 inch diameter and no more than three branches which shall be pruned back to the first bud from the main stem.

Rhizomes shall be a prostrate or subterranean stem, usually rooting at the nodes and becoming erect at the apex. Rhizomes shall have a minimum of two growth points. Tubers shall be a thickened and short subterranean branch having numerous buds or eyes.

##### **9-14.6(2) Quality**

At the time of delivery all plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 and shall conform to the size and acceptable conditions as listed in the Contract, and shall be free of all foreign plant material.

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation.

All plant material shall be purchased from a nursery licensed to sell plants in Washington State.

Live woody or herbaceous plant material, except cuttings, rhizomes, and tubers, shall be vigorous, well formed, with well developed fibrous root systems, free from dead branches, and from damage caused by an absence or an excess of heat or moisture, insects, disease, mechanical or other causes detrimental to good plant development. Evergreen plants shall be well foliated and of good color. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and one terminal bud, and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotches shall be rejected.

Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. Balled and burlapped rootballs shall be securely wrapped with jute burlap or other packing material not injurious to the plant life. Root balls shall be free of weed or foreign plant growth.

Plant materials shall be nursery grown stock. Plant material, with the exception of cuttings, gathered from native stands shall be held under nursery conditions for a minimum of one full growing season, shall be free of all foreign plant material, and meet all of the requirements of these Specifications, the Plans, and the Special Provisions.

Container grown plants shall be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container, without having roots that circle the pot. Plant material which is root bound, as determined by the Engineer, shall be rejected. Container plants shall be free of weed or foreign plant growth.

Container sizes for plant material of a larger grade than provided for in the container grown Specifications of the ASNS shall be determined by the volume of the root ball specified in the ASNS for the same size plant material.

All bare root plant materials shall have a heavy fibrous root system and be dormant at the time of planting.

Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations, and accompanying notes of the ASNS.

Plants specified or identified as "Street Tree Grade" shall be trees with straight trunks, full and symmetrical branching, central leader, and be developed, grown, and propagated with a full branching crown. A "Street Tree Grade" designation requires the highest grade of nursery shade or ornamental tree production which shall be supplied.

Street trees with improperly pruned, broken, or damaged branches, trunk, or root structure shall be rejected. In all cases, whether supplied balled and burlapped or in a container, the root crown (top of root structure) of the tree shall be at the top of the finish soil level. Trees supplied and delivered in a nursery fabric bag will not be accepted.

Plants which have been determined by the Engineer to have suffered damage for the following reasons will be rejected:

1. Girdling of the roots, stem, or a major branch.
2. Deformities of the stem or major branches.
3. Lack of symmetry.
4. Dead or defoliated tops or branches.
5. Defects, injury, and condition which renders the plant unsuitable for its intended use.

Plants that are grafted shall have roots of the same genus as the specified plant.

### **9-14.6(3) Handling and Shipping**

Handling and shipping shall be done in a manner that is not detrimental to the plants. The nursery shall furnish a notice of shipment in triplicate at the time of shipment of each truck load or other lot of plant material. The original copy shall be delivered to the Project Engineer, the duplicate to the consignee and the triplicate shall accompany the shipment to be furnished to the Inspector at the job site. The notice shall contain the following information:

1. Name of shipper.
2. Date of shipment.
3. Name of commodity. (Including all names as specified in the Contract.)
4. Consignee and delivery point.
5. State Contract number.
6. Point from which shipped.
7. Quantity contained.
8. Size. (Height, runner length, caliper, etc. as required.)
9. Signature of shipper by authorized representative.

To acclimate plant materials to Northwest conditions, all plant materials used on a project shall be grown continuously outdoors north of the 42nd Latitude (Oregon-California border) from not later than August 1 of the year prior to the time of planting.

All container grown plants shall be handled by the container.

All balled and burlapped plants shall be handled by the ball.

Plant material shall be packed for shipment in accordance with prevailing practice for the type of plant being shipped, and shall be protected at all times against drying, sun, wind, heat, freezing, and similar detrimental conditions both during shipment and during related handling. Where necessary, plant material shall be temporarily heeled in. When transported

in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material.

**9-14.6(4) Tagging**

Plants delivered as a single unit of 25 or less of the same size, species, and variety, shall be clearly marked and tagged. Plants delivered in large quantities of more than 25 shall be segregated as to variety, grade, and size; and one plant in each 25, or fraction thereof, of each variety, grade, and size shall be tagged.

**9-14.6(5) Inspection**

The Contracting Agency will make an inspection of plant material at the source when requested by the Engineer. However, such preliminary approval shall not be considered as final acceptance for payment. Final inspection and approval (or rejection) will only occur when the plant material has been delivered to the Project site. The Contractor shall notify the Engineer, not less than 48 hours in advance, of plant material delivery to the project.

**9-14.6(6) Substitution of Plants**

No substitution of plant material, species or variety, will be permitted unless evidence is submitted in writing to the Engineer that a specified plant cannot be obtained and has been unobtainable since the Award of the Contract. If substitution is permitted, it can be made only with written approval by the Engineer. The nearest variety, size, and grade, as approved by the Engineer, shall then be furnished.

Container or balled and burlapped plant material may be substituted for bare root plant material. Container grown plant material may be substituted for balled and burlapped plant materials. When substitution is allowed, use current ASNS standards to determine the correct rootball volume (container or balled and burlapped) of the substituted material that corresponds to that of the specified material. These substitutions shall be approved by the Engineer and be at no cost to the Contracting Agency.

**9-14.6(7) Temporary Storage**

Plants stored under temporary conditions prior to installation shall be the responsibility of the Contractor.

Plants stored on the project shall be protected at all times from extreme weather conditions by insulating the roots, root balls, or containers with sawdust, soil, compost, bark or wood chips, or other approved material and shall be kept moist at all times prior to planting.

Cuttings shall continually be shaded and protected from wind. Cuttings shall be protected from drying at all times and shall be heeled into moist soil or other insulating material or placed in water if not installed within eight hours of cutting. Cuttings to be stored for later installation shall be bundled, laid horizontally, and completely buried under 6 inches of water, moist soil or placed in cold storage at a temperature of 34°F and 90 percent humidity. Cuttings that are not planted within 24 hours of cutting shall be soaked in water for 24 hours prior to planting. Cuttings taken when the temperature is higher than 50°F shall not be stored for later use. Cuttings that already have developed roots shall not be used.

**9-14.6(8) Sod**

The available grass mixtures on the current market shall be submitted to the Engineer for selection and approval.

The sod shall be field grown one calendar year or older, have a well developed root structure, and be free of all weeds, disease, and insect damage.

Prior to cutting, the sod shall be green, in an active and vigorous state of growth, and mowed to a height not exceeding 1 inch.

The sod shall be cut with a minimum of 1 inch of soil adhering.

#### **9-14.7 Stakes, Guys, and Wrapping**

Stakes shall be installed as shown in the Plans.

Commercial plant ties may be used in lieu of hose and wire guying upon approval of the Engineer. The minimum size of wire used for guying shall be 12 gauge, soft drawn.

Hose for guying shall be nylon, rubber, or reinforced plastic and shall have an inside diameter of at least 1 inch.

Tree wrap shall be a crinkled waterproof paper weighing not less than 4.0 pounds per 100 square feet and shall be made up of two sheets cemented together with asphalt.

### **SECTION 9-16, FENCE AND GUARDRAIL**

AUGUST 2, 2010

#### **9-16.3(2) Posts and Blocks**

This section in its entirety is revised to read:

Posts and blocks may be of creosote, pentachlorophenol, waterborne chromate copper arsenate (CCA), ammoniacal copper arsenate (ACA), or ammoniacal copper zinc arsenate (ACZA), treated timber or galvanized steel (galvanized steel posts only –no blocks). Blocks made from alternate materials that meet the NCHRP Report 350 or MASH criteria may be used in accordance with the manufacturer's recommendations. Wood posts and blocks may be surface four sides (S4S) or rough sawn.

Posts and blocks shall be of the size, length and type as shown in the Plans and meet the requirements of the below Specifications.

Timber posts and blocks shall conform to the grade specified in Section 9-09.2. Timber posts and blocks shall be fabricated as specified in the Plans before being treated. Timber posts and blocks shall be treated by the empty cell process to provide a minimum retention, depending on the treatment used, according to the following:

Creosote oil	10.0	lbs.	pcf
Pentachlorophenol	0.50	lbs.	pcf
ACA	0.50	lbs.	pcf
ACZA	0.50	lbs.	pcf
CCA	0.50	lbs	pcf

Treatment shall be in accordance with Section 9-09.3.

Galvanized steel posts, and base plates, where used, shall conform to either ASTM A36 or ASTM A992, and shall be galvanized in accordance with AASHTO M 111. Welding shall conform to Section 6-03.3(25). All fabrication shall be completed prior to galvanizing.

Steel posts for weathering steel beam guardrail shall be in accordance with one of the following two methods:

- 1 Galvanized Powder Coated Steel Posts: These posts shall conform to ASTM A36 or ASTM A992 and galvanized in accordance with AASHTO M 111. Powder Coating Galvanized Surfaces done in accordance with Sections: 6-07.3(11)B, 9-08.2. and 9-08.1(8). Only the top thirty inches on any post length shall be powder coated.
2. Galvanized Weathering Steel Posts: These posts shall conform to ASTM A588 steel and be galvanized in accordance with AASHTO M 111. Thirty inches, on any post length, shall not be galvanized for exposure above ground.

## **SECTION 9-23, CONCRETE CURING MATERIALS AND ADMIXTURES**

JANUARY 3, 2011

### **9-23.1 Sheet Materials for Curing Concrete**

In the first paragraph, "AASHTO M 171" is revised to read "ASTM C 171".

### **9-23.2 Liquid Membrane Forming Concrete Curing Compounds**

The first paragraph is revised to read:

Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C 309 Type 1 or 2, Class A or B, except that the water retention when tested in accordance with WSDOT Test Method 814 shall be 2.50 grams for all applications.

Section 9-23 is supplemented with the following new sub-sections:

#### **9-23.12 Metakaolin**

Metakaolin shall conform to the requirements of AASHTO M 295 Class N including optional chemical requirements as set forth in Table 2 and with a further limitation that the loss on ignition shall be a maximum of 1.5 percent.

#### **9-23.13 Blended Supplementary Cementitious Material**

Blended Supplementary Cementitious Material (SCM) shall meet the requirements of ASTM C1697. Blended SCMs shall be limited to binary or ternary blends of fly ash, ground granulated blast furnace slag, microsilica fume, and metakaolin. Fly ash shall meet the requirements of Section 9-23.9. Ground granulated blast furnace slag shall meet the requirements of Section 9-23.10. Microsilica fume shall meet the requirements of Section 9-23.11. Metakaolin shall meet the requirements of Section 9-23.12. The individual SCMs composing the blended SCM shall be individually listed on the WSDOT QPL.

## **SECTION 9-31, ELASTOMERIC BEARING PADS**

JANUARY 3, 2011

### **9-31.1 Requirements**

This section is revised to read:

Elastomeric bearing pads shall conform to the requirements of AASHTO M 251, unless otherwise specified in the Plans or Special Provisions. The elastomer shall be low temperature Grade 3 and not contain any form of wax. Unless otherwise specified in the

Plans or Special Provisions, the elastomer shall have a shear modulus of elasticity of 165 psi at 73F.

All bearing pads with steel laminates shall be cast as units in separate molds and bonded and vulcanized under heat and pressure. Corners and edges of molded pads may be rounded at the option of the Contractor. Radius at corners shall not exceed 3/8-inch, and radius of edges shall not exceed 1/8-inch. Bearing pads shall be fabricated to meet the tolerances specified in either AASHTO M 251 or the Special Provisions, as applicable.

Shims contained in laminated bearing pads shall be mill rolled steel sheets not less than 20 gage in thickness with a minimum cover of elastomer on all edges of:

1/4-inch for pads less than or equal to 5-inches thick, and

1/2-inch for pads greater than 5-inches thick.

Steel shims shall conform to ASTM A 1011, Grade 36, unless otherwise noted. All shim edges shall be ground or otherwise treated so that no sharp edges remain.

## **SECTION 9-33, CONSTRUCTION GEOSYNTHETIC**

APRIL 5, 2010

### **9-33.4(3) Acceptance Samples**

The third paragraph is revised to read:

Samples from the geosynthetic roll will be taken to confirm the material meets the property values specified. Samples will be randomly taken at the job site by the Contractor in accordance with WSDOT T 914 in the presence of the Project Engineer.

The first sentence in the sixth paragraph is revised to read:

For each geosynthetic roll that is tested and fails the Project Engineer will select two additional rolls from the same lot for sampling and retesting. The Contractor shall sample the rolls in accordance with WSDOT T 914 in the presence of the Project Engineer.

## **SECTION 9-34, PAVEMENT MARKING MATERIAL**

JANUARY 3, 2011

### **9-34.1 General**

The item 'High VOC Solvent Based Paint' is deleted.

### **9-34.2 Paint**

In the first paragraph, the first sentence is revised to read:

White and yellow paint shall comply with the Specifications for low VOC solvent based paint or low VOC waterborne paint.

#### **9-34.2(1) High VOC Solvent Based Paint**

This section including title is revised to read:

#### **9-34.2(1) Vacant**

## **SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS**

JANUARY 4, 2010

### **9-35.0 General Requirements**

In the first paragraph, the item "Truck Mounted Attenuator" is revised to read "Transportable Attenuator".

In the second paragraph, the third sentence is revised to read:

Unless otherwise noted, Requests for Approval of Material (RAM) and Qualified Products List (QPL) submittals are not required.

### **9-35.12 Truck-Mounted Attenuator**

This section including title is revised to read:

#### ***9-35.12 Transportable Attenuator***

Transportable attenuators are Truck-Mounted Attenuators (TMA) or Trailer-Mounted Attenuators (TMA-trailer). The transportable attenuator shall be mounted on, or attached to a host vehicle with a minimum weight of 15,000 pounds and a maximum weight in accordance with the manufacturer's recommendations. Ballast used to obtain the minimum weight requirement, or any other object that is placed on the vehicle shall be securely anchored such that it will be retained on the vehicle during an impact. The Contractor shall provide certification that the transportable attenuator complies with NCHRP 350 Test level 3 requirements. Lighter host vehicles proposed by the Contractor are subject to the approval of the Engineer. The Contractor shall provide the Engineer with roll-ahead distance calculations and crash test reports illustrating that the proposed host vehicle is appropriate for the attenuator and the site conditions.

The transportable attenuator shall have a chevron pattern on the rear of the unit. The standard chevron pattern shall consist of 4-inch yellow stripes, alternating non-reflective black and retro-reflective yellow sheeting, slanted at 45 degrees in an inverted "V" with the "V" at the center of the unit.

This section is supplemented with the following new sub-sections:

#### ***9-35.12(1) Truck-Mounted Attenuator***

The TMA may be selected from the approved units listed on the QPL or submitted using a RAM.

The TMA shall have an adjustable height so that it can be placed at the correct elevation during usage and to a safe height for transporting. If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

#### ***9-35.12(2) Trailer-Mounted Attenuator***

The TMA-trailer may be selected from the approved units listed on the QPL or submitted using a RAM.

If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

### **9-35.12(3) Submittal Requirements**

For transportable attenuators listed on the QPL, the Contractor shall submit the QPL printed page or a QPL Acceptance Code entered on the RAM (WSDOT Form 350-071EF) for the product proposed for use to the Engineer for approval. The Contractor shall submit a RAM for transportable attenuators not listed on the QPL.

## **SPECIAL PROVISIONS**

### **INTRODUCTION TO THE SPECIAL PROVISIONS**

JULY 31, 2007 (APWA GSP) INTRO

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2010 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 the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

May 18, 2007 (APWA GSP)  
August 7, 2006 (WSDOT GSP)  
April 2, 2007 (WC GSP)

Also incorporated into the Contract Documents by reference are:

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

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

**DIVISION 1**  
**GENERAL REQUIREMENTS**  
(WSDOT GSP) DIVISION1.GR1

**DESCRIPTION OF WORK**  
(WSDOT GSP) DESWORK1.GR1

**LOCATION OF PROJECT**  
MAY 8, 1996 (WC GSP) LOCATION

The project is located on County Road No. 7005 from milepost 7.40± to milepost 7.48± in Section 9, Township 14 North, Range 40 East, W.M. approximately 5 miles northeast of Hay, Washington.

**DESCRIPTION OF WORK**  
MARCH 13, 1995 (WSDOT GSP) DESWORK1.FR1

This contract provides for the replacement of Neel Bridge with a 32 foot wide, 65 foot long prestressed precast concrete void deck bridge. The work will consist of removing the existing structure, placing footings, abutments, deck, guardrail and grading, draining, embankment and surfacing of the bridge approaches, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

**DEFINITIONS AND TERMS**  
(APWA GSP) 1-01.GR1

**DEFINITIONS**  
SEPTEMBER 12, 2008 (APWA GSP) 1-01.3

**1-01.3 Definitions**

This Section is supplemented with the following:

All references in the Standard Specifications to the terms "State", "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 "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

**Additive**

A supplemental unit of work or group of bid items, identified separately in the 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 proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**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.

**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, and only minor incidental work, replacement of temporary substitute facilities, 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.

**Notice of Award**

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

**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.

**BID PROCEDURES AND CONDITIONS**

(WSDOT GSP) 1-02.GR1

**PRE-BID SHOWING**

APRIL 7, 1995 (WC GSP) PREBID

The project is scheduled for a pre-bid showing to all prospective bidders on **Thursday, July 28, 2011**. All interested bidders are invited to meet at the County Engineer's Office, North 310 Main Street, 2nd Floor, Colfax, Washington at **9:00 a.m.** Pacific Daylight Savings Time.

**QUALIFICATIONS OF BIDDER**

JANUARY 24, 2011 (APWA GSP) 1-02.1

Delete Section 1-02.1 and replace it with the following:

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.

**PLANS AND SPECIFICATIONS**

OCTOBER 1, 2005 (APWA GSP) 1-02.2

Delete Section 1-02.2 and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will 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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17") and Contract Provisions	10	Furnished automatically upon award.
Large plans (22" x 34") and Contract Provisions	3	Furnished only upon request.

Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

## **PROPOSAL FORMS**

OCTOBER 1, 2005 (APWA GSP) 1-02.5

Delete Section 1-02.5 and replace it with the following:

At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

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 D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the proposal form.

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

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. 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 D/M/WBE 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 D/W/MBE requirements are to be satisfied through such an agreement.

## **PREPARATION OF PROPOSAL**

(WSDOT GSP) 1-02.6.GR1

(WSDOT GSP) 1-02.6.INST1.GR1

Section 1-02.6 is supplemented with the following:

AUGUST 2, 2004 (WSDOT GSP) 1-02.6.OPT5.GR1

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

## **BID DEPOSIT**

OCTOBER 1, 2005 (APWA GSP) 1-02.7

Supplement Section 1-02.7 with the following:

Bid bonds shall contain the following:

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

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

## **DELIVERY OF PROPOSAL**

JANUARY 24, 2011 (APWA GSP) 1-02.9

Delete Section 1-02.9 and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

The Contracting Agency will not consider Proposals it receives after the time fixed for opening Bids in the call for Bids.

## **PUBLIC OPENING OF PROPOSALS**

(WSDOT GSP) 1-02.12.GR1

(WSDOT GSP) 1-02.12.INST1.GR1

Section 1-02.12 is supplemented with the following:

NOVEMBER 20, 2000 (WC GSP) 1-02.12

### **Date of Opening Bids**

Sealed bids will be received by the Board of County Commissioners of Whitman County, State of Washington, at its office in the Whitman County Courthouse, N. 400 Main Street, Colfax, Washington, until **11:00 a.m. Pacific Daylight Savings Time, on Monday, August 8, 2011** at which time all bids will be opened and publicly read.

## **IRREGULAR PROPOSALS**

MARCH 25, 2009 (APWA GSP) 1-02.13

Revise item 1 of Section 1-02.13 to read:

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;

- c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

## **DISQUALIFICATION OF BIDDERS**

MARCH 25, 2009 (APWA GSP) 1-02.14 OPTION B

Delete Section 1-02.14 and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting

Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal 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 final determination.

## **PRE AWARD INFORMATION**

OCTOBER 1, 2005 (APWA GSP) 1-02.15

Revise Section 1-02.15 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. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## AWARD AND EXECUTION OF CONTRACT

(WSDOT GSP) 1-03.GR1

### CONTRACT BOND

(WSDOT GSP) 1-03.4.GR1

(WSDOT GSP) 1-03.4.INST1.GR1

Section 1-03.4 is supplemented with the following:

JUNE 27, 2011 (WSDOT GSP) 1-03.4.OPT1.GR1

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

OCTOBER 1, 2005 (APWA GSP) 1-03.4

Revise the first paragraph of Section 1-03.4 to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
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. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work;
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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the

individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

## **SCOPE OF THE WORK**

(APWA GSP) 1-04.GR1

### **COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA**

OCTOBER 1, 2005 (APWA GSP) 1-04.2

Revise the second paragraph of Section 1-04.2 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, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

## **CONTROL OF WORK**

(WSDOT GSP) 1-05.GR1

### **CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES**

(WSDOT GSP) 1-05.4GR1

(WSDOT GSP) 1-05.4.INST1.GR1

Section 1-05.4 is supplemented with the following:

#### **Contractor Surveying – Structure**

APRIL 4, 2011 (WSDOT GSP) 1-05.4.OPT1.GR1

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Project Engineer.

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, and retaining walls. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be

adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

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

The survey work 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, and noise wall horizontal alignment.
6. Establish retaining wall top of wall profile grade.
7. Establish elevation benchmarks for all substructure formwork.
8. Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.
9. Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.
10. Establish location and plumbness of column forms, and monitor column plumbness during concrete placement.
11. Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.
12. Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.
13. Establish grout pad locations and elevations.
14. Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.
15. Establish box girder bottom slab grades and locations.
16. Establish girder and/or web wall profiles and locations.
17. Establish diaphragm locations and centerline of bearing.

18. Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.
19. Establish traffic barrier and curb profile.
20. Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

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

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with the following primary survey and control information:

1. Descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.
2. Horizontal coordinates for the centerline of each bridge pier.
3. Computed elevations at top of bridge roadway decks at one-tenth points along centerline of each girder web. All form grades and other working grades shall be calculated by the Contractor.

The Contractor shall give the Contracting Agency three weeks notification to allow adequate time to provide the data outlined in Items 2 and 3 above. 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	±0.01 feet variation from plan elevation	
4. Substructure	±0.02 feet variation from Plan grades.	

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 in accordance with Section 1-04.1 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.

**Contractor Surveying – Roadway**

APRIL 4, 2011 (WSDOT GSP) 1-05.4.OPT2.GR1

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Project Engineer.

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

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. The Contractor shall collect additional topographic survey data as needed in order to match into existing roadways such that the transition from the new pavement to the existing pavement is smooth and that the pavement and ditches drain properly. If changes to the profiles or roadway sections shown in the contract plans are needed to achieve proper smoothness and drainage where matching into existing features, the Contractor shall submit these changes to the Project Engineer for review and approval 10 days prior to the beginning of work.

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

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

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

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

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

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

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

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

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

### **Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

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

### **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

OCTOBER 1, 2005 (APWA GSP) 1-05.7

Supplement Section 1-05.7 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.

## **FINAL INSPECTION**

OCTOBER 1, 2005 (APWA GSP) 1-05.11

Delete Section 1-05.11 and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing**

#### **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.

## **SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR**

MARCH 25, 2009 (APWA GSP) 1-05.13

Revise the seventh paragraph of Section 1-05.13 to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

## **METHOD OF SERVING NOTICES**

MARCH 25, 2009 (APWA GSP) 1-05.15

Revise the second paragraph of Section 1-05.15 to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

## **WATER AND POWER**

OCTOBER 1, 2005 (APWA GSP) 1-05.16

Add the following new Section 1-05.16:

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.

## **ORAL AGREEMENTS**

OCTOBER 1, 2005 (APWA GSP) 1-05.17

Add the following new Section 1-05.17:

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

## **CONTROL OF MATERIAL**

(WSDOT GSP) 1-06.GR1

## **BUY AMERICA**

(WSDOT GSP) 1-06.INST1.GR1

Section 1-06 is supplemented with the following:

### **Buy America**

(WSDOT GSP) 1-06.OPT1.GR1

AUGUST 2, 2010 (WSDOT GSP) 1-06.OPT1(A).GR1

The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel 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. To further define the coverage, a domestic product is a manufactured steel 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.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the 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 does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or 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 any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

## **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

(WSDOT GSP) 1-07.GR1

### **LAWS TO BE OBSERVED**

OCTOBER 1, 2005 (APWA GSP) 1-07.1

Supplement Section 1-07.1 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.

## **STATE SALES TAX**

(WSDOT GSP) 1-07.2.GR1

JANUARY 24, 2011 (APWA GSP) 1-07.2

Delete Section 1-07.2, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) 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(3) describes this exception.

The Contracting Agency will pay the retained percentage 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).

(WSDOT GSP) 1-07.2.INST2.GR1

The third paragraph of Section 1-07.2 is revised to read:

JUNE 27, 2011 (WSDOT GSP) 1-07.2.OPT4.GR1

The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid.

(WSDOT GSP) 1-07.2.INST3.GR1

Section 1-07.2 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-07.2.OPT10.GR1

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales Tax. The provisions of Section 1-07.2(1) apply.

## ENVIRONMENTAL REGULATIONS

(WSDOT GSP) 1-07.5.GR1

(WSDOT GSP) 1-07.5.INST1.GR1

Section 1-07.5 is supplemented with the following:

### Environmental Commitments

SEPTEMBER 20, 2010 (WSDOT GSP) 1-07.5.OPT.GR1

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision PERMITS AND LICENSES. Throughout the work, the Contractor shall comply with the following requirements:

AUGUST 3, 2009 (WSDOT GSP) 1-07.5.OPT1(S).GR1

Materials placed below OHW or MHHW may not consist of trash, debris, car bodies, asphalt, or other potentially contaminating materials.

### Payment

AUGUST 3, 2009 (WSDOT GSP) 1-07.5.OPT2.GR1

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

## PERMITS AND LICENSES

(WSDOT GSP) 1-07.6.GR1

(WSDOT GSP) 1-07.6.INST1.GR1

Section 1-07.6 is supplemented with the following:

SEPTEMBER 20, 2010 (WSDOT GSP) 1-07.6.OPT2.FR1

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. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. 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. Copies of these permits are required to be onsite at all times.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Department of the Army Section 404 Nationwide 3	Corps of Engineers Seattle District	NWP No. 3
Hydraulic Project Approval	Department of Fish & Wildlife	123578-1

## WAGES

(WSDOT GSP) 1-07.9.GR1

### General

(WSDOT GSP) 1-07.9(1).GR1

(WSDOT GSP) 1-07.9(1).INST1.GR1

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

MAY 11, 2010 (WSDOT GSP) 1-07.9(1).OPT1.GR1

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. WA100001.

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

### **Application of Wage Rates For The Occupation Of Landscape Construction**

APRIL 2, 2007 (WSDOT GSP) 1-07.9(1).OPT4.GR1

State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

Landscape Construction, which includes several different occupation descriptions such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and Landscaping or Planting Laborers.

In addition. Federal wage rates that are included in this contract may also include occupation descriptions in Federal Occupational groups for work also specifically identified with landscaping such as:

Laborers with the occupation description, Landscaping or Planting, or

Power Equipment Operators with the occupation description, Mulch Seeding Operator.

If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific or general, must be considered and compared with corresponding State wage rates. The higher wage rate, either State or Federal, becomes the minimum wage rate for the work performed in that occupation.

Contractors are responsible for determining the appropriate crafts necessary to perform the contract work. If a classification considered necessary for performance of the work is missing from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal classification wage rate.

## **REQUIREMENTS FOR NONDISCRIMINATION**

(WSDOT GSP) 1-07.11.GR1

(WSDOT GSP) 1-07.11.INST1.GR1

Section 1-07.11 is supplemented with the following:

JANUARY 3, 2011 (WSDOT GSP) 1-07.11.OPT1.GR1

### **Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	3.0
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	
WA Walla Walla.	3.6
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	7.2
Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.	6.1
Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	

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

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

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

District Director  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Seattle District Office  
1111 Third Avenue, Suite 745  
Seattle, WA 98101-3212

Additional information may be found at the U.S. Department of Labor website:  
<http://www.dol.gov/ofccp/TAGuides/ctaguide.htm>

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

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:
  - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - d. Minority includes:
    - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
    - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
    - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
    - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected

to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's

employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in

paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

### **Disadvantaged Business Enterprise Participation**

JANUARY 4, 2010 (WSDOT GSP) 1-07.11.OPT2.GR1

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this contract. The requirements of this contract are to encourage DBE participation, supply a bidder's list, and to report race neutral accomplishments quarterly as described in this special provision. No preference will be included in the evaluation of bids/proposals, no minimum level of DBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

### **DBE Goals**

No DBE goals have been assigned as a part of this contract.

### **Affirmative Efforts to Solicit DBE Participation**

DBE firms shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids/proposals directly from DBEs.
2. Utilize the services of available minority community-based organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.

In addition, the Office of Minority and Women's Business Enterprises has two DBE Supportive Services Offices available to assist you as follows:

Seattle: (206) 553-7356  
Tacoma: (253) 680-7393

3. Establish delivery schedules, where requirements of the contract allow, that encourage participation by DBEs and other small businesses.
4. Achieve attainment through joint ventures.

In the absence of a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and will be reported as such.

#### **DBE Eligibility (for reporting purposes only)**

##### **Selection of DBEs:**

DBEs utilized on the contract will be eligible to be counted as race neutral participation only if the firm is identified as a DBE on the current list of firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), the DBE firm is certified in the corresponding NAICS code(s) for the type of work to be performed, and the DBE firm performs a commercially useful function. A list of firms certified by OMWBE, including the NAICS codes for which they are certified, is available from that office and on line through their website (<http://www.omwbe.wa.gov/biznetwas/mainmenu.asp>) or by telephone at (360) 704-1181.

#### **Counting DBE Participation For Reporting Race Neutral Accomplishments**

When a DBE firm participates in a contract, only the value of the work actually performed by the DBE will be counted as race-neutral participation.

1. Count the entire amount of the portion of the contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate, unless the Prime Contractor is also a DBE). Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates will not be counted as race-neutral participation. In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and have prior written approval from the Contracting Agency. The arrangement must not erode a DBE firm's ability to perform a Commercially Useful Function (See discussion of CUF, below).

2. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted as race neutral participation only if the DBE's lower tier Subcontractor is also a DBE. Work that a DBE Subcontracts to a non-DBE firm does not count as race neutral participation.
4. When a non-DBE subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified DBE, then that portion of the work further subcontracted may be counted toward the DBE goal, so long as it is a distinct clearly defined portion of the work of the subcontract that the DBE is performing with its own forces in a commercially useful function.

#### **DBE Prime Contractor**

A DBE prime Contractor may only count the work performed with its own forces and the work performed by DBE Subcontractors and DBE suppliers.

#### **Joint Venture**

When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces will count as race neutral participation.

#### **Commercially Useful Function**

Payments to a DBE firm will count as race neutral participation only if the DBE is performing a commercially useful function on the contract.

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

#### **Trucking**

Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

4. For purposes of this paragraph a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
5. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE may report race-neutral participation for the total value of the transportation services the lessee DBE provides on the contract.
6. The DBE may also lease trucks from a non-DBE firm and may enter an agreement with an owner-operator who is a non-DBE. The DBE who leases trucks from a non-DBE or employs a non-DBE owner-operator is entitled to count race-neutral participation only for the fee or commission it receives as a result of the lease arrangement. The DBE may not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
7. In any lease or owner-operator situation, as described in paragraphs 5 & 6 above, the following rules shall apply:
  - A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor's name, trucks to be leased, and agreed upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.
  - Only the vehicle, (not the operator) is leased or rented. Does not apply to owner-operator arrangements.
8. In order for payments to be counted as race-neutral participation, DBE trucking firms must be covered by a subcontract or a written agreement approved by WSDOT prior to performing their portion of the work.

### **Expenditures paid to other DBEs**

Expenditures paid to other DBEs for materials or supplies may be counted toward race neutral participation as provided in the following:

#### **Manufacturer**

1. Counting  
If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward race neutral participation.
2. Definition  
To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. In order to receive credit as a DBE manufacturer, the firm must have received an "on-site" review and been approved by WSDOT-OEO to operate as a DBE Manufacturing firm. To schedule a review, the manufacturing firm must submit a

written request to WSDOT/OEO and may not receive race neutral credit, until the completion of the review. Once a firm's manufacturing process has been approved in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers may be obtained from WSDOT-OEO.

### **Regular Dealer**

#### **1. Counting**

If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward race neutral participation.

#### **2. Definition**

a) To be a regular dealer, the firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

3. Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to WSDOT/OEO. Included in the request shall be a full description of the project, type of business operated by the DBE, and the manner the DBE will operate as a regular dealer on the specific contract. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2. Once the request is reviewed by WSDOT-OEO, the DBE supplier requesting it will be notified in writing whether regular dealer status was approved.

### **Materials or Supplies Purchased from a DBE**

With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, the entire amount of 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 a job site may be counted as race neutral participation. No part of the cost of the materials and supplies themselves may be applied as race neutral participation.

### **Procedures Between Award and Execution**

After award of the contract, the successful bidder shall provide the additional information described below. A failure to comply shall result in the forfeiture of the bidder's proposal bond or deposit.

A list of all firms who submitted a bid or quote in an attempt to participate in this project whether they were successful or not. Include the correct business name, federal employer identification number (optional) and a mailing address.

The firms identified by the Contractor may be contacted to solicit general information as follows:

1. age of the firm
2. average of its gross annual receipts over the past three-years

### **Procedures After Execution**

#### **Reporting**

The Contractor shall submit a “Quarterly Report of Amounts Credited as DBE Participation” (actual payments) on a quarterly basis for any calendar quarter in which DBE work is accomplished or upon completion of the project, as appropriate. The quarterly reports are due on January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup> of each year. The dollars reported will be in accordance with the “**Counting DBE Participation For Reporting Race Neutral Participation**” section of this specification.

In the event that the payments to a DBE have been made by an entity other than the Prime Contractor (as in the case of a lower-tier subcontractor or supplier), then the Prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

#### **Payment**

Compensation for all costs involved with complying with the conditions of this specification and any associated DBE requirements is included in payment for the associated contract items of work.

### **FEDERAL AGENCY INSPECTION**

(WSDOT GSP) 1-07.12.GR1

(WSDOT GSP) 1-07.12.INST1.GR1

Section 1-07.12 is supplemented with the following:

#### **Required Federal Aid Provisions**

MARCH 13, 1995 (WSDOT GSP) 1-07.12.OPT1.GR1

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) 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 Project Engineer, the Contractor will be provided with extra

copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this section.

## **UTILITIES AND SIMILAR FACILITIES**

(WSDOT GSP) 1-07.17.GR1

(WSDOT GSP) 1-07.17.INST1.GR1

Section 1-07.17 is supplemented with the following:

APRIL 2, 2007 (WSDOT GSP) 1-07.17.OPT1.FR1

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

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

### **Inland Power & Light**

320 E. Second Ave.  
Spokane, WA 99202

800-747-7151

APRIL 2, 2007 (WSDOT GSP) 1-07.17.OPT2.FR1

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:

It is anticipated the utility company will work in conjunction with the contractor's schedule to relocate the existing utility.

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:

### **Pioneer Telephone**

215 S. Main St.  
Lacrosse, WA 99143

509-549-3511

## **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

JANUARY 24, 2011 (APWA GSP) 1-07.18

Delete Section 1-07.18 in its entirety, and replace it with the following:

### **1-07.18(1) General Requirements**

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. 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 Final Completion 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 insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. 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.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. 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.

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

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

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

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, whether primary, excess, contingent or otherwise, 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(3) describes limits lower than those maintained by the Contractor.

**1-07.18(3) Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

**1-07.18(4) Evidence of Insurance**

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. The certificate and endorsements must conform to the following requirements:

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. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. 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 shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

A policy of Commercial General Liability Insurance, including:

Per project aggregate  
Premises/Operations Liability  
Products/Completed Operations – for a period of one year following final acceptance of the work.  
Personal/Advertising Injury

Contractual Liability  
Independent Contractors Liability  
Stop Gap / Employers' Liability  
Explosion, Collapse, or Underground Property Damage (XCU)  
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability  
\$1,000,000 Each Accident  
\$1,000,000 Disease - Policy Limit  
\$1,000,000 Disease - Each Employee

**1-07.18(5)B Automobile Liability**

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

**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.

**PUBLIC CONVENIENCE AND SAFETY**

(WSDOT GSP) 1-07.23.GR1

**Construction Under Traffic**

(WSDOT GSP) 1-07.23(1).GR1

(WSDOT GSP) 1-07.23(1).INST1.GR1

Section 1-07.23(1) is supplemented with the following:

**Work Zone Clear Zone**

APRIL 2, 2007 (WSDOT GSP) 1-07.23(1).OPT2.GR1

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<b>Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

**Minimum Work Zone Clear Zone Distance**

## **RIGHTS OF WAY**

OCTOBER 1, 2005 (APWA GSP) 1-07.24

Delete Section 1-07.24 in its entirety, 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.

## **PROSECUTION AND PROGRESS**

(WSDOT GSP) 1-08.GR1

### **PRELIMINARY MATTERS**

MAY 25, 2006 (APWA GSP) 1-08.0

Add the following new section:

#### **1-08.0 Preliminary Matters**

MAY 25, 2006 (APWA GSP) 0800.1

### **HOURS OF WORK**

MAY 25, 2006 (APWA GSP) 1-08.0(2)

Add the following new Section 1-08.0(2):

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control

regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and 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. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

## **SUBCONTRACTING**

(WSDOT GSP) 1-08.1.GR1

(WSDOT GSP) 1-08.1.INST1.GR1

Section 1-08.1 is supplemented with the following:

OCTOBER 12, 1998 (WSDOT GSP) 1-08.1.OPT1.GR1

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 (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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.

## **Subcontract Completion and Return of Retainage Withheld**

(WSDOT GSP) 1-08.1(1).GR1

(WSDOT GSP) 1-08.1(1).INST1.GR1

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

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

### **Requirements**

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
  - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

### **Conditions**

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

### **Payment**

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

## **NOTICE TO PROCEED AND PROSECUTION OF THE WORK**

OCTOBER 1, 2005 (APWA GSP) 1-08.4

Revise Section 1-08.4 to read:

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by

the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

## **TIME FOR COMPLETION**

(WSDOT GSP) 1-08.5.GR1

(WSDOT GSP) 1-08.5.INST2.GR1

Section 1-08.5 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-08.5.OPT7.FR1

This project shall be physically completed within 70 working days.

JUNE 28, 2007 (APWA GSP) 1-08.5 OPTION B

Revise the third and fourth paragraphs of Section 1-08.5 to read:

Contract time shall begin on the first working day following the 10th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects 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 (Federal-aid Projects)
- b. Material Acceptance Certification Documents
- c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Property owner releases per Section 1-07.24

## **MAINTENANCE DURING SUSPENSION**

OCTOBER 1, 2005 (APWA GSP) 1-08.7

Revise the second paragraph of Section 1-08.7 to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

## **MEASUREMENT AND PAYMENT**

(WSDOT GSP) 09.GR1

### **PAYMENTS**

(WSDOT GSP) 1-09.9.GR1

OCTOBER 10, 2008 (APWA GSP) 1-09.9

Revise the first paragraph of Section 1-09.9 to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to \$20,000, the Contractor shall submit a breakdown of their lump sum price in sufficient detail for the Project Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Project Engineer no later than the date of the preconstruction conference.

Delete the third paragraph of Section 1-09.9 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 — partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.
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);
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.

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

MARCH 13, 1995 (09091.FB1)

Section 1-09.9 is supplemented with the following:

The quantity of the following items to be paid for on this project shall be the quantity shown in the Proposal, unless changes are made in accordance with Section 1-04.4 which affect this quantity. The quantity shown in the Proposal will be adjusted by the amount of the change and will be paid for as specified in Section 1-04.4.

Steel Reinforcing Bars and Concrete (except for shafts and seals) for the Bridge Substructure.

The quantities in the Proposal are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the quantity even though the actual quantities required may deviate from those listed.

The unit contract price for these items shall be full pay to construct and complete this portion of the work.

### **Retainage**

(WSDOT GSP) 1-09.9(1).GR1

(WSDOT GSP) 1-09.9(1).INST1.GR1

Section 1-09.1(1) content and title is deleted and replaced with the following:

JUNE 27, 2011 (WSDOT GSP) 1-09.9(1).OPT1.GR1

### **Vacant**

## **CLAIMS \$250,000 OR LESS**

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)

Delete Section 1-09.13(3) and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

## **ADMINISTRATION OF ARBITRATION**

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)A

Revise the third paragraph of Section 1-09.13(3)A 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 are located. 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.

## **TEMPORARY TRAFFIC CONTROL**

(WSDOT GSP) 1-10.GR1

## **TRAFFIC CONTROL MANAGEMENT**

(WSDOT GSP) 1-10.2.GR1

### **General**

(WSDOT GSP) 1-10.2(1).GR1

(WSDOT GSP) 1-10.2(1).INST1.GR1

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

DECEMBER 1, 2008 (WSDOT GSP) 1-10.2(1).OPT1.GR1

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. 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

Evergreen Safety Council  
401 Pontius Ave. N.  
Seattle, WA 98109  
1-800-521-0778 or  
(206) 382-4090

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

## **MEASUREMENT**

(WSDOT GSP) 1-10.4.GR1

### **Lump Sum Bid for Project (No Unit Items)**

(WSDOT GSP) 1-10.4(1).GR1

(WSDOT GSP) 1-10.4(1).INST1.GR1

Section 1-10.4(1) is supplemented with the following:

AUGUST 2, 2004 (WSDOT GSP) 1-10.4(1).OPT1.GR1

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

## **DIVISION 2 EARTHWORK**

(WSDOT GSP) DIVISION2.GR2

### **CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

(WSDOT GSP) 2-01.GR2

## **DESCRIPTION**

(WSDOT GSP) 2-01.1.GR2

(WSDOT GSP) 2-01.1.INST1.GR2

Section 2-01.1 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 2-01.1.OPT1.FR2

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

From the existing roadway edge to the slope stakes.

### **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

(WSDOT GSP) 2-02.GR2

## **CONSTRUCTION REQUIREMENTS**

(WSDOT GSP) 2-02.3.GR2

### **Removal of Bridges, Box Culverts, and other Drainage Structures**

(WSDOT GSP) 2-02.3(2).GB2

(WSDOT GSP) 2-02.3(2).INST1.GB2

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

JUNE 26, 2000 (WSDOT GSP) 2-02.3(2).OPT1.FB2

The Contractor shall remove the existing bridge after routing traffic onto the detour bridge.

## **Bridge Demolition Plan**

JUNE 26, 2000 (WSDOT GSP) 2-02.3(2).OPT5.GB2

The Contractor shall submit a bridge demolition plan with working drawings and calculations to the Engineer for approval in accordance with Section 6-01.9, showing the method of removing the existing bridge(s), or portions of bridges, as specified.

The bridge demolition plan shall show support bents, bracing, guys, lifting devices, lifting attachments, the sequence of demolition and removal, the type of equipment to be used in all demolition and removal operations, the location of cranes and barges, the location of support or lifting points, and the weights of structure parts being removed. The plan shall include a crane stability analysis and crane load calculations based on the controlling crane picks of the Contractor's plan. The plan shall detail the containment, collection, and disposal of all debris. The plan shall show all stages of demolition.

The Contractor shall not begin removal operations until receiving the Engineer's approval of the bridge demolition plan.

## **Removal Limits in Water**

JUNE 26, 2000 (WSDOT GSP) 2-02.3(2).OPT7.FB2

The existing piers of the bridge within the wetted perimeter of Alkali Flat Creek, which do not conflict with new construction, shall be removed to two feet below the finished ground. All broken concrete, and other bridge removal debris shall be removed from the bottom of the channel.

## **Use of Explosives**

(WSDOT GSP) 2-02.3(2).OPT10.GB2

JUNE 26, 2000 (WSDOT GSP) 2-02.3(2).OPT10(A).GB2

Explosives shall not be used in the demolition.

## **PAYMENT**

(WSDOT GSP) 2-02.5.GR2

(WSDOT GSP) 2-02.5.INST2.GB2

Section 2-02.5 is supplemented with the following:

JUNE 26, 2000 (WSDOT GSP) 2-02.5.OPT9.GB2

"Removing Existing Bridge", lump sum.

## **ROADWAY EXCAVATION AND EMBANKMENT**

(WSDOT GSP) 2-03.GR2

## **CONSTRUCTION REQUIREMENTS**

(WSDOT GSP) 2-03.3.GR2

### **Embankment Construction**

(WSDOT GSP) 2-03.3(14).GR2

#### **Compaction and Moisture Control Tests**

(WC GSP) 2-03.3(14)D

(WC GSP) 2-03.3(14)D.INST1

Section 2-03.3(14)D is deleted and replaced with the following:

JANUARY 7, 2002 (WC GSP) 2-03.3(14)D

Maximum density and optimum moisture content shall be determined using AASHTO Test No. T-180-93, Method B or D.

In place density and moisture content will be determined using AASHTO T-310-00 and WSDOT SOP 615. Moisture content may also be determined in accordance with AASHTO T-255.

## **MEASUREMENT**

(WSDOT GSP) 2-03.4.GR2

(WSDOT GSP) 2-03.4.INST1.GR2

Section 2-03.4 is supplemented with the following:

MAY 19, 1997 (WC GSP) 2-03.4.OPT2

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract and, the alignment, profile grade, and roadway section as shown in the Plans or as determined by the Engineer.

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

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

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the office of the Project Engineer.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

JANUARY 27, 1998 (WC GSP) 2-03.4

Common Borrow will be measured by the ton.

## **PAYMENT**

(WSDOT GSP) 2-03.5.GR2

(WC GSP) 2-03.5.INST1

The first and second sentences of the sixth paragraph of Section 2-03.5 are deleted and replaced with the following:

JANUARY 27, 1998 (WC GSP) 2-03.5

“Common Borrow Incl. Haul, per ton.

The unit contract price per ton for “Common Borrow Incl. Haul” shall be full compensation for all costs incurred for excavating, loading, hauling, placing, or otherwise disposing of the material.

## STRUCTURE EXCAVATION

(WSDOT GSP) 2-09.GR2

### CONSTRUCTION REQUIREMENTS

(WSDOT GSP) 2-09.3.GR2

#### General Requirements

(WSDOT GSP) 2-09.3(1).GR2

(WC GSP) 2-09.3(1).INST1

Section 2-09.3(1) is supplemented with the following:

MAY 19, 1997 (WC GSP) 2-09.3(1)

The Contractor should expect that excavated material will be above optimum moisture content and that it will have to be dried out prior to use as backfill. "Pumping" backfill will not be accepted by the Engineer.

## DIVISION 4

### BASES

(WSDOT GSP) DIVISION4.GR4

### BALLAST AND CRUSHED SURFACING

(WSDOT GSP) 4-04.GR4

### CONSTRUCTION REQUIREMENTS

(WSDOT GSP) 4-04.3.GR4

#### Shaping and Compaction

(WSDOT GSP) 4-04.3(5).GR4

(WC GSP) 4-04.3(5).INST1

The first sentence of Section 4-04.3(5) is revised to read as follows:

JANUARY 7, 2002 (WC GSP) 4-04.3(5)

Immediately following the spreading and final shaping, each layer of surfacing shall be compacted to at least 95 percent of the standard density determined by AASHTO Test Method No. T-180-93, Method B or D before the next succeeding layer of surfacing or pavement is placed.

(WSDOT GSP) 4-04.3(5).INST1.GR4

Section 4-04.3(5) is supplemented with the following:

JANUARY 7, 2002 (WC GSP) 4-04.3(5)

Maximum density and optimum moisture content shall be determined using AASHTO Test No. T-180-93, Method B or D.

In place density and moisture content will be determined using AASHTO T-310-00 and WSDOT SOP 615. Moisture content may also be determined in accordance with AASHTO T-255.

After placement, final shaping and compaction of the Crushed Surfacing Top Course, the surface shall be ready to accept an HMA surface. The surface shall be processed until accepted by the Engineer.

**DIVISION 5**  
**SURFACE TREATMENTS AND PAVEMENTS**

(WSDOT GSP) DIVISION5.GR5

**HOT MIX ASPHALT**

(WSDOT GSP) 5-04.GR5

**MATERIALS**

(WSDOT GSP) 5-04.2.GR5

(WSDOT GSP) 5-04.2.INST1.GR5

Section 5-04.2 is supplemented with the following:

**Esal's**

JANUARY 3, 2011 (WSDOT GSP) 5-04.2.OPT1.FR5

The number of ESAL's for the design and acceptance of the HMA shall be 300,000.

**CONSTRUCTION REQUIREMENTS**

(WSDOT GSP) 5-04.3.GR5

**Acceptance Sampling and Testing – HMA Mixture**

(WC GSP) 5-04.3(8)A

(WC GSP) 5-04.3(8)A1.INST1

Section 5-04.3(8)A1 is supplemented with the following:

JUNE 22, 2010 (WC GSP) COMMERCIAL UNDER 500 TONS

The bridge approaches shall be paved with Commercial HMA using Commercial Evaluation. Sampling and testing of the Commercial HMA will be at the option of the Project Engineer.

**Joints**

(WSDOT GSP) 5-04.3(12).GR5

(WSDOT GSP) 5-04.3(12).INST1.GR5

Section 5-04.3(12) is supplemented with the following:

JANUARY 5, 2004 (WSDOT GSP) 5-04.3(12).OPT1.GR5

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.

**SAWCUT EXISTING PAVEMENT**

(WC GSP) 5-04

**CONSTRUCTION DESCRIPTION**

(WC GSP) 5-04

(WC GSP) 5-04.INST1

Section 5-04 is supplemented with the following:

JUNE 16, 1997 (WC GSP) 5-04

The Contractor shall saw cut the existing pavement perpendicular to centerline and full depth of the existing pavement. The pavement shall be removed to provide a firm, neat,

straight vertical edge. The Contractor shall be responsible for maintaining the edge. Additional cuts with the saw will be required to correct broken or damaged edges.

## **MEASUREMENT**

(WC GSP) 5-04.1

(WC GSP) 5-04.1.INST1

Section 5-04 is supplemented with the following:

JUNE 16, 1997 (WC GSP) 5-04.1

The existing pavement sawcut shall be measured by the linear foot of sawcut, along the groundline. Additional cuts to correct broken or damaged edges shall be incidental to this bid item.

## **PAYMENT**

(WC GSP) 5-04.2

(WC GSP) 5-04.2.INST1

Section 5-04 is supplemented with the following:

JUNE 16, 1997 (WC GSP) 5-04.2

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

"Sawcut Existing Pavement", per linear foot.

## **DIVISION 6 STRUCTURES**

(WSDOT GSP) DIVISION6.GR6

### **GENERAL REQUIREMENTS FOR STRUCTURES**

(WSDOT GSP) 6-01.GR6

## **FOUNDATION DATA**

(WSDOT GSP) 6-01.2.GR6

(WSDOT GSP) 6-01.2.INST1.GR6

Section 6-01.2 is supplemented with the following:

JUNE 26, 2000 (WC GSP) 6-01.2

The Exploratory Test Pit pages in Appendix B are for the test holes shown in the Plans.

## **CONCRETE STRUCTURES**

(WSDOT GSP) 6-02.GR6

## **MATERIALS**

(WSDOT GSP) 6-02.2.GR6

(WSDOT GSP) 6-02.2.INST1.GR6

Section 6-02.2 is supplemented with the following:

### **Epoxy Bonding Agent For Surfaces And For Steel Reinforcing Bar Dowels**

DECEMBER 2, 2002 (WSDOT GSP) 6-02.2.OPT2.GB6

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 and approved by the Engineer.

### **Bridge Supported Utilities**

(WSDOT GSP) 6-02.2.OPT46.GB6

JUNE 26, 2000 (WSDOT GSP) 6-02.2.OPT46(A).GB6

Inserts shall be of the type and model specified in the Plans. Inserts shall be galvanized in accordance with AASHTO M 111.

## **CONSTRUCTION REQUIREMENTS**

(WSDOT GSP) 6-02.3.GR6

(WSDOT GSP) 6-02.3.INST1.GB6

Section 6-02.3 is supplemented with the following:

### **Bridge Supported Utilities**

(WSDOT GSP) 6-02.3.OPT2.GB6

JUNE 26, 2000 (WSDOT GSP) 6-02.3.OPT2(A).GB6

The Contractor shall furnish and install inserts for the bridge utility supports as shown in the Plans. The Contractor shall verify that the hanger rods freely hang plumb in their inserts, and shall make adjustments to the inserts as necessary and as approved by the Engineer prior to utility installation.

### **Grout for Anchor Bolts and Bridge Bearings**

(WSDOT GSP) 6-02.3(20).GR6

(WSDOT GSP) 6-02.3(20).INST1.GR6

Section 6-02.3(20) is supplemented with the following:

JUNE 26, 2000 (WSDOT GSP) 6-02.3(20).OPT1.FB6

Grout placed at the following locations shall conform to the requirements of this section.

As shown on the plans.

### **Reinforcement**

(WSDOT GSP) 6-02.3(24).GR6

#### **Placing and Fastening**

(WSDOT GSP) 6-02.3(24)C.GR6

(WSDOT GSP) 6-02.3(24)C.INST1.GB6

Section 6-02.3(24)C is supplemented with the following:

JUNE 26, 2000 (WSDOT GSP) 6-02.3(24)C.OPT1.GB6

#### **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 approval 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 at no cost to the Contracting Agency and the repair shall be as approved by the Engineer.

Steel reinforcing bars shall be set into the holes noted in the Plans with epoxy resin. The holes shall be blown clean with dry compressed air 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.

## **MEASUREMENT**

(WSDOT GSP) 6-02.4.GR6

(WSDOT GSP) 6-02.4.INST1.GR6

Section 6-02.4 is supplemented with the following:

AUGUST 2, 2010 (WSDOT GSP) 6-02.4.OPT1.FB6

“Superstructure” contains the following approximate quantities of materials and work:

Prestressed Voided Slab Units	585	L.F.
Elastomeric Bearing Pads	36	Each
Bridge Railing Type 101	130	L.F.
Utility Hanger Inserts	12	Each

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the lump sum contract price for “Superstructure” even though the actual quantities required may deviate from those listed.

## **PAYMENT**

(WSDOT GSP) 6-02.5.GR6

(WSDOT GSP) 6-02.5.INST2.GR6

The third bid item under Section 6-02.5 is supplemented with the following:

JUNE 26, 2000 (WSDOT GSP) 6-02.5.OPT9.FB6

All costs in connection with the Superstructure shall be included in the lump sum contract price for “Superstructure”.

(WSDOT GSP) 6-02.5.INST3.GR6

The fifth and sixth bid items under Section 6-02.5 are supplemented with the following:

JUNE 26, 2000 (WSDOT GSP) 6-02.5.OPT15.GB6

All costs in connection with drilling holes in concrete and setting steel reinforcing bar dowels with epoxy resin as specified shall be included in the unit contract price per pound for “St. Reinf. Bar for Bridge” or “Epoxy-Coated St. Reinf. Bar for Bridge” as applicable. If the steel reinforcing bars are to be paid for other than by type of bar then the costs shall be included in the applicable adjacent item of work.

(WSDOT GSP) 6-02.5.INST1.GR6

Section 6-02.5 is supplemented with the following:

## **Bridge and Structures Minor Items**

JUNE 26, 2000 (WSDOT GSP) 6-02.5.OPT91.FB6

For the purpose of payment, such bridge and structures items as adhesive, butyl rubber sheeting, drains, inserts, foam backing rod, grout, blockouts, lifting loops, premolded joint filler, dowel bars, etc., for which there is no pay item included in the proposal, are considered as bridge and structures minor items. All costs in connection with furnishing and installing these bridge and structures minor items as shown and noted in the Plans and as outlined in these specifications and in the Standard Specifications shall be included in the lump sum contract price for "Superstructure".

## **DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS**

(WSDOT GSP) DIVISION7.GR7

### **STORM SEWERS**

(WSDOT GSP) 7-04.7

### **CONSTRUCTION REQUIREMENTS**

(WC GSP) 7-04

(WC GSP) 7-04.INST1

Section 7-04 is supplemented with the following:

#### **Drain Tiles**

MAY 19, 1997 (WC GSP) 7-04

All drain tiles encountered on the project, whether shown on the plans or not, shall be left in a working condition by the Contractor. Ends shall be cut flush with the ditch or embankment by a method approved by the Engineer.

## **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

(WSDOT GSP) DIVISION8.GR8

### **EROSION CONTROL AND WATER POLLUTION CONTROL**

(WSDOT GSP) 8-01.GR8

### **CONSTRUCTION REQUIREMENTS**

(WSDOT GSP) 8-01.3.GR8

#### **Seeding, Fertilizing, and Mulching**

(WSDOT GSP) 8-01.3(2).GR8

#### **Seeding and Fertilizing**

(WSDOT GSP) 8-01.3(2)B.GR8

(WSDOT GSP) 8-01.3(2)B.INST1.GR8

Section 8-01.3(2)B is supplemented with the following:

DECEMBER 4, 2006 (WSDOT GSP) 8-01.3(2)BOPT1.FR8

Grass seed, of the following composition, proportion, and quality shall be applied at the rates of 60 pounds per acre on all areas requiring roadside seeding within the project:

<u>Kind and Variety of Seed in Mixture</u>	<u>% By Weight</u>	<u>Minimum % Pure Seed</u>	<u>Minimum % Germination</u>
Crested Wheatgrass	30	28.5	85
Hard Fescue "Dvar"	30	28.5	85
Bid Bluegrass	10	9.0	70
Intermediate Wheatgrass	30	28.5	85
Inert and Other Crop		5.5 (max)	

Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.

JANUARY 3, 2006 (WSDOT GSP) 8-01.3(2)B.OPT4.FR8

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients:

Total Nitrogen as N - 135 pounds per acre.

Available Phosphoric Acid as P<sub>2</sub>O<sub>5</sub> - 80 pounds per acre.

Soluble Potash as K<sub>2</sub>O - 80 pounds per acre.

Ninety pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

### **Mulching**

(WSDOT GSP) 8-01.3(2)D.GR8

(WSDOT GSP) 8-01.3(2)D.INST1.GR8

Section 8-01.3(2)D is supplemented with the following:

AUGUST 2, 2010 (WSDOT GSP) 8-01.3(2)DOPT1.FR8

Straw shall be applied at a rate of 4,000 pounds per acre. Wood cellulose fiber mulch shall be applied at a rate of 2,000 pounds per acre.

## **CHAIN LINK FENCE AND WIRE FENCE**

(WSDOT GSP) 8-12.GR8

### **CONSTRUCTION REQUIREMENTS**

(WC GSP) 8-12.1

(WC GSP) 8-12.1.INST1

Section 8-12.1 is supplemented with the following:

## **Temporary Fence**

DECEMBER 9, 1998 (WC GSP) 8-12.1

Temporary Fence shall include the construction and removal of temporary fence similar to the existing fence or temporary placement of existing fence materials in locations outside the work area and acceptable to the landowners for their livestock operations.

## **MATERIALS**

(WC GSP) 8-12.2

(WC GSP) 8-12.2.INST1

Section 8-12.2 is supplemented with the following:

### **Remove Existing Fence**

MAY 19, 2011 (WC GSP) 8-12.2

Fence designated on the plans or by the Engineer, shall be removed as directed by the Engineer. As directed by the Engineer, all fence unused in "Reset Existing Fence" shall be salvaged for the landowner. If the landowner does not want the salvaged fence, it shall be disposed of by the Contractor.

### **Reset Existing Fence**

MAY 19, 2011 (WC GSP) 8-12.2

Fence designated on the plans or by the Engineer shall be reset as directed by the Engineer. Existing materials shall be used for resetting the fence.

## **MEASUREMENT**

(WC GSP) 8-12.4

(WC GSP) 8-12.4.INST1

Section 8-12.4 is supplemented with the following:

FEBRUARY 6, 1998 (WC GSP) 8-12.4

Removing the existing fence shall be measured by the linear foot of removed fence, along the groundline.

Resetting the existing fence shall be measured by the linear foot of reset fence, along the groundline.

Temporary fence shall be measured by the linear foot of temporary fence, along the groundline.

Wire Fence - Type A shall be measured by the linear foot of wire fence, along the groundline.

## **PAYMENT**

(WC GSP) 8-12.5

(WC GSP) 8-12.5.INST1

Section 8-12.5 is supplemented with the following:

FEBRUARY 6, 1998 (WC GSP) 1205.8

"Remove Existing Fence" per linear foot.

"Reset Existing Fence" per linear foot.

"Temporary Fence" per linear foot.

"Wire Fence - Type A" per linear foot.

**RIPRAP**  
(WSDOT GSP) 8-15.GR8

**MATERIALS**

(WC GSP) 8-15.2

(WC GSP) 8-15.2.INST1

The first line of the first subparagraph of Section 8-15.2 is revised as follows:

JULY 9, 1996 (WC GSP) 8-15.2

Filter Blanket (shall meet the gradation requirements  
of Crushed Surfacing Top Course or Base Course)

9-03.9(3)

**MEASUREMENT**

(WSDOT GSP) 8-15.4.GR8

(WSDOT GSP) 8-15.4.INST1.GR8

Section 8-15.4 is supplemented with the following:

FEBRUARY 5, 2001 (15044.GR8)

The last paragraph in Section 8-15.4 is deleted.

**PAYMENT**

(WSDOT GSP) 8-15.5.GR8

(WSDOT GSP) 8-15.5.INST1.GR8

The first sentence of the second paragraph of Section 8-15.5 is revised to read as follows:

MARCH 13, 1995 (WC GSP) 8-15.5

The unit contract price per ton or cubic yard for the class or kind of riprap and filter blanket specified shall be full pay for furnishing all labor, tools, equipment, and materials required to construct the riprap and filter blanket, including excavation.

**GENERAL SPECIALS**

**SCALES**

(WC GSP) 1-09.2(1)

(WC GSP) 1-09.2(1).INST1

Section 1-09.2(1) is supplemented with the following:

JANUARY 25, 2001 (WC GSP) 1-09.2(1)

The scales used on this project shall be self-printing scales which will provide duplicate legible copies.

**DETOUR CONSTRUCTION AND REMOVAL**

MARCH 8, 2002 (WC GSP) DETOUR

**Description**

This item of work shall include the construction and removal of the detour at the location called for in the Plans.

## Construction Requirements

The Contractor shall construct a detour upstream of the bridge in the approximate location as shown on the plans or the Contractor may construct a detour upstream of the bridge in a location approved by the Engineer. The detour shall be constructed prior to closure of the existing bridge and shall be removed in its entirety once the bridge is open to traffic.

The detour shall be a temporary stream crossing with railcars or similar spanning devices. Spanning devices shall have a minimum curb to curb width of sixteen feet and a minimum capacity of 50 tons. The travel surface portion of the detour shall be a minimum of sixteen feet wide and shall be constructed to accommodate the safe passage of passenger vehicles and trucks.

Any embankments shall be constructed of clean crushed, shot or natural material. Clean shall be considered uniformly graded sand and gravel with less than two percent passing the No. 200 Sieve.

The minimum crushed surfacing thickness shall be four inches. The surfacing shall be Crushed Surfacing Top Course or Engineer approved equal. The side slopes for the detour embankment shall be a maximum of 1:1.5 (V:H). Once traffic is routed over the new bridge, the Contractor shall remove the detour.

## Payment

The lump sum contract price for the "Detour Construction and Removal" shall be full pay for performing the work as specified.

## STANDARD PLANS

### STANDARD PLANS

JANUARY 3, 2011 (WSDOT GSP) STDPLANS.GR9

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective January 3, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

#### B-10.20 and B10.40

Substitute "step" in lieu of "handhold" on plan

#### C-1

Note 6 is revised as follows: Type 1-\_\_ is replaced with a blank (fill-in) following Type \_\_-

#### C-1b

Note 5 is revised as follows: Type 1-\_\_ is replaced with a blank (fill-in) following Type \_\_-

#### C-3, C-3B, C-3C

Note 1 is revised as follows: replace reference F-2b with F-10.42

#### C-5

Note 1. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter high strength bolts Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

Is revised as follows:

Attach guardrail to bridge rail or concrete barrier with 7/8" diameter bolts per Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

#### C-7

Note 2. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter high strength bolts (Standard Spec. 9-06.5(4)), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

Is revised as follows:

Attach guardrail to bridge rail or concrete barrier with 7/8" diameter bolts (5 MIN.) per Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

#### C-7a

Note 1. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter high strength bolts (Standard Spec. 9-06.5(4)), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

Is revised as follows:

Attach guardrail to bridge rail or concrete barrier with 7/8" diameter bolts (5 MIN.) per Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

#### C-14a

SECTION B, callout – 1½" PVC CONDUIT (TYP.) is revised to read: 1¼" PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 ~ 36" (TYP.) EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36" (TYP.)

#### C20.40

Plan View, Remove (Cases 19A & B-31) (Case 20-31) (case 21-31) from the span dimension

#### D-3

Sheet 1, Key Note 1, the term "Low Survivability" is revised to "Moderate Survivability"

#### D-3b

Key Note 7, reference D-3a is revised to D-3.10

TYPICAL SECTION, lower left corner, reference D-3a is revised to D-3.10

#### D-3c

Key Note 7, reference D-3a is revised to D-3.10

TYPICAL SECTION, lower left corner, references (2x) D-3a are revised to D-3.10

#### G-24.40

Existing callout - CORNER BOLT (TYP.)

New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

#### G-24.60

ELEVATION, upper left corner, callout W6x12 STEEL SIGN POST (TYP.) is revised to read: STEEL SIGN POST (TYP.)-(See Contract Plans for Post Sizes) ELEVATION, upper

center, callout Steel Sign Post~ (W6x12 through W10x26~See Contract) is revised to read: Steel Sign Post (Typ.)~(See Contract Plans for Post Sizes)

Both Elevations, dimension for “post height” should be to the top of the post not the sign

J-1f

Note 2, reference to J-7d is revised to J-15.15

J-3b

Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C...” is revised to read:

“SEE STANDARD PLAN J-10.10...”

J-7c

Note 3, reference to J-7d is revised to J-15.15

J-10.10

Sheet 1, Plan Note 11. If the slope is 3H:1V or steeper, special considerations may be necessary for safety reasons. Easier access using a stairway may be used. See Plan Sheet Library RD-15 for details. Coordinate with Maintenance and Project Engineer.

Is revised to read as follows:

If the slope is 3H:1V or steeper, special considerations may be necessary for safety reasons. Easier access using a stairway may be prudent. Contact WSDOT Bridge and Structures office for stairway design.

J-16b

Key Note 1, reference to J-16a is revised to J-40.36

J-16c

Key Note 1, reference to J-16a is revised to J-40.36

J-20.10

Sheet 2, 2-Way Mounting Angle Detail,  
Dimension 1.625” is revised to 1.8125”  
Dimension 2.375” is revised to 2.1875”

J-21.10

Sheet 1, Detail C, callout 4-3/4” x 2’-6” Anchor Bolt (Typ.)~ASTM A-307 or F 1554 GR 36 (See Note 4) is revised to 3/4” x 2’-6” Anchor Bolt (Typ. of 4)~ASTM A-307 or F 1554 GR 36 (See Note 4)

Sheet 2, Detail F, callout 3-3/4” x 2’-6”x4” Anchor Bolt (Typ.)~ASTM A-307 or F 1554 GR 36 (See Note 4) is revised to 3/4” x 2’-6” Anchor Bolt (Typ. of 3)~ASTM A-307 or F 1554 GR 36 (See Note 4)

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

L-20.10, Sheet 1

Delete all references to tension cable and substitute tension wire.

Add knuckled selvage is required on the top edge of the fence fabric.

L-20.10, Sheet 2

Delete all references to tension cable and substitute tension wire.  
All rope thimbles, wire rope clips and seizing are not required.

L-30.10, Sheet 1

Delete all references to tension cable and substitute tension wire.

L-30.10, Sheet 2

Delete all references to tension cable and substitute tension wire.  
All rope thimbles, wire rope clips and seizing are not required.

M-1.60

COLLECTOR DISTRIBUTOR ROAD OFF- CONNECTION, taper dimensions of 225' MIN.  
is changed to 300' MIN.

M-65.10

PERSPECTIVE VIEW, add dim. "SEE NOTE 1" to right side of PERSPECTIVE VIEW.  
To clarify that the requirement must be met on both sides of the roadway

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.....8/07/07	A-30.35-00.....10/12/07	A-50.20-01.....9/22/09
A-10.20-00.....10/05/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.30-00.....10/05/07	A-40.10-01.....8/11/09	A-50.40-00.....11/17/08
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.10-01.....10/14/09
A-30.10-00.....11/08/07	A-40.20-00.....9/20/07	A-60.20-01.....8/11/09
A-30.15-00.....11/08/07	A-40.50-00.....11/08/07	A-60.30-00.....11/08/07
A-30.30-00.....11/08/07	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-00.....6/01/06	B-30.50-00.....6/01/06	B-75.20-01.....6/10/08
B-5.40-00.....6/01/06	B-30.70-01.....8/31/07	B-75.50-01.....6/10/08
B-5.60-00.....6/01/06	B-30.80-00.....6/08/06	B-75.60-00.....6/08/06
B-10.20-00.....6/01/06	B-30.90-01.....9/20/07	B-80.20-00.....6/08/06
B-10.40-00.....6/01/06	B-35.20-00.....6/08/06	B-80.40-00.....6/01/06
B-10.60-00.....6/08/06	B-35.40-00.....6/08/06	B-82.20-00.....6/01/06
B-15.20-00.....6/01/06	B-40.20-00.....6/01/06	B-85.10-01.....6/10/08
B-15.40-00.....6/01/06	B-40.40-01.....6/16/10	B-85.20-00.....6/01/06
B-15.60-00.....6/01/06	B-45.20-00.....6/01/06	B-85.30-00.....6/01/06
B-20.20-01.....11/21/06	B-45.40-00.....6/01/06	B-85.40-00.....6/08/06
B-20.40-02.....6/10/08	B-50.20-00.....6/01/06	B-85.50-01.....6/10/08
B-20.60-02.....6/10/08	B-55.20-00.....6/01/06	B-90.10-00.....6/08/06
B-25.20-00.....6/08/06	B-60.20-00.....6/08/06	B-90.20-00.....6/08/06
B-25.60-00.....6/01/06	B-60.40-00.....6/01/06	B-90.30-00.....6/08/06
B-30.10-00.....6/08/06	B-65.20-00.....6/01/06	B-90.40-00.....6/08/06
B-30.20-01.....11/21/06	B-65.40-00.....6/01/06	B-90.50-00.....6/08/06
B-30.30-00.....6/01/06	B-70.20-00.....6/01/06	B-95.20-01.....2/03/09
B-30.40-00.....6/01/06	B-70.60-00.....6/01/06	B-95.40-00.....6/08/06

C-1.....2/10/09	C-4e.....2/20/03	C-14i.....2/10/09
C-1a.....10/14/09	C-4f.....6/30/04	C-14j.....12/02/03
C-1b.....6/3/10	C-5.....10/14/09	C-14k.....2/10/09
C-1c.....5/30/97	C-6.....5/30/97	C-15a.....7/3/08
C-1d.....10/31/03	C-6a.....10/14/09	C-15b.....7/3/08
C-2.....1/06/00	C-6c.....1/06/00	C-16a.....6/3/10
C-2a.....6/21/06	C-6d.....5/30/97	C-16b.....6/3/10
C-2b.....6/21/06	C-6f.....7/25/97	C-20.14-01.....10/14/09
C-2c.....6/21/06	C-7.....10/31/03	C-20.15-00.....10/14/09
C-2d.....6/21/06	C-7a.....10/31/03	C-20.18-00.....10/14/09
C-2e.....6/21/06	C-8.....2/10/09	C-20.19-00.....10/14/09
C-2f.....3/14/97	C-8a.....7/25/97	C-20.40-01.....10/14/09
C-2g.....7/27/01	C-8b.....2/10/09	C-20.42-01.....10/14/09
C-2h.....3/28/97	C-8e.....2/21/07	C-22.14-01.....6/3/10
C-2i.....3/28/97	C-8f.....6/30/04	C-22.16-01.....6/3/10
C-2j.....6/12/98	C-10.....6/3/10	C-22.40-02.....6/16/10
C-2k.....7/27/01	C-13.....7/3/08	C-23.60-01.....10/14/09
C-2n.....7/27/01	C-13a.....7/3/08	C-25.18-01.....9/20/07
C-2o.....7/13/01	C-13b.....7/3/08	C-25.20-04.....10/14/09
C-2p.....10/31/03	C-13c.....7/3/08	C-25.22-03.....10/14/09
C-3.....10/04/05	C-14a.....7/3/08	C-25.26-01.....10/14/09
C-3a.....10/04/05	C-14b.....7/26/02	C-25.80-01.....7/3/08
C-3b.....10/04/05	C-14c.....7/3/08	C-28.40-00.....2/06/07
C-3c.....6/21/06	C-14d.....7/3/08	C-40.14-01.....6/3/10
C-4b.....6/08/06	C-14e.....7/3/08	C-40.16-01.....6/3/10
C-4b.....6/08/06	C-14h.....2/10/09	C-40.18-01.....10/14/09
		C-90.10-00.....7/3/08

D-2.02-00.....11/10/05	D-2.44-00.....11/10/05	D-3.11-00.....6/16/10
D-2.04-00.....11/10/05	D-2.46-00.....11/10/05	D-3b.....6/30/04
D-2.06-01.....1/06/09	D-2.48-00.....11/10/05	D-3c.....6/30/04
D-2.08-00.....11/10/05	D-2.60-00.....11/10/05	D-4.....12/11/98
D-2.10-00.....11/10/05	D-2.62-00.....11/10/05	D-6.....6/19/98
D-2.12-00.....11/10/05	D-2.64-01.....1/06/09	D-10.10-01.....12/02/08
D-2.14-00.....11/10/05	D-2.66-00.....11/10/05	D-10.15-01.....12/02/08
D-2.16-00.....11/10/05	D-2.68-00.....11/10/05	D-10.20-00.....7/8/08
D-2.18-00.....11/10/05	D-2.78-00.....11/10/05	D-10.25-00.....7/8/08
D-2.20-00.....11/10/05	D-2.80-00.....11/10/05	D-10.30-00.....7/8/08
D-2.30-00.....11/10/05	D-2.82-00.....11/10/05	D-10.35-00.....7/8/08
D-2.32-00.....11/10/05	D-2.84-00.....11/10/05	D-10.40-01.....12/02/08
D-2.34-01.....1/06/09	D-2.86-00.....11/10/05	D-10.45-01.....12/02/08
D-2.36-02.....1/06/09	D-2.88-00.....11/10/05	D-15.10-01.....12/02/08
D-2.38-00.....11/10/05	D-2.92-00.....11/10/05	D-15.20-01.....1/06/09
D-2.40-00.....11/10/05	D-3.....6/16/10	D-15.30-01.....12/02/08
D-2.42-00.....11/10/05	D-3.10-00.....6/16/10	

E-1.....2/21/07	E-4.....8/27/03
E-2.....5/29/98	E-4a.....8/27/03

F-10.12-01.....6/3/10	F-10.62-01.....9/05/07	F-40.14-01.....6/3/10
F-10.16-00.....12/20/06	F-10.64-02.....7/3/08	F-40.15-01.....6/3/10
F-10.40-01.....7/3/08	F-30.10-01.....6/3/10	F-40.16-01.....6/3/10
F-10.42-00.....1/23/07	F-40.12-01.....6/3/10	F-45.10-00.....6/3/10

F-80.10-01.....6/3/10

G-10.10-00.....9/20/07  
G-20.10-00.....9/20/07  
G-22.10-01.....7/3/08  
G-24.10-00.....11/08/07  
G-24.20-00.....11/08/07  
G-24.30-00.....11/08/07  
G-24.40-01.....12/02/08  
G-24.50-00.....11/08/07

G-24.60-00.....11/08/07  
G-25.10-01.....1/06/09  
G-30.10-00.....11/08/07  
G-50.10-00.....11/08/07  
G-60.10-00.....8/31/07  
G-60.20-00.....8/31/07  
G-60.30-00.....8/31/07  
G-70.10-00.....10/5/07

G-70.20-00.....10/5/07  
G-70.30-00.....10/5/07  
G-90.10-00.....1/06/09  
G-90.20-00.....1/06/09  
G-90.30-00.....1/06/09  
G-90.40-01.....10/14/09  
G-95.10-00.....11/08/07  
G-95.20-01.....7/10/08  
G-95.30-01.....7/10/08

H-10.10-00.....7/3/08  
H-10.15-00.....7/3/08  
H-30.10-00.....10/12/07

H-32.10-00.....9/20/07  
H-60.10-01.....7/3/08  
H-60.20-01.....7/3/08

H-70.10-00.....9/05/07  
H-70.20-00.....9/05/07  
H-70.30-01.....11/17/08

I-10.10-01.....8/11/09  
I-30.10-01.....8/11/09  
I-30.15-00.....8/11/09  
I-30.20-00.....9/20/07  
I-30.30-00.....9/20/07

I-30.40-00.....10/12/07  
I-30.50-00.....11/14/07  
I-40.10-00.....9/20/07  
I-40.20-00.....9/20/07  
I-50.10-00.....9/20/07

I-50.20-00.....8/31/07  
I-60.10-00.....8/31/07  
I-60.20-00.....8/31/07  
I-80.10-01.....8/11/09

J-1f.....6/23/00  
J-3.....8/01/97  
J-3b.....3/04/05  
J-3c.....6/24/02  
J-3d.....11/05/03  
J-7c.....6/19/98  
J-8a.....5/20/04  
J-8b.....5/20/04  
J-8c.....5/20/04  
J-8d.....5/20/04  
J-9a.....4/24/98  
J-10.....7/18/97  
J-10.10-00.....6/16/10  
J-11b.....9/02/05  
J-12.....2/10/09  
J-15.15-00.....6/16/10  
J-16b.....2/10/09  
J-16c.....2/10/09  
J-18.....2/10/09  
J-19.....2/10/09

J-20.....9/02/05  
J-20.10-00.....10/14/09  
J-20.15-00.....10/14/09  
J-20.16-00.....10/14/09  
J-20.20-00.....10/14/09  
J-20.26-00.....10/14/09  
J-21.10-01.....6/3/10  
J-21.15-00.....10/14/09  
J-21.16-00.....10/14/09  
J-21.17-00.....10/14/09  
J-21.20-00.....10/14/09  
J-22.15-00.....10/14/09  
J-22.16-01.....6/3/10  
J-26.10-00.....6/16/10  
J-26.15-00.....6/16/10  
J-28.10-00.....8/07/07  
J-28.22-00.....8/07/07  
J-28.24-00.....8/07/07  
J-28.26-01.....12/02/08  
J-28.30-01.....10/14/09

J-28.40-01.....10/14/09  
J-28.42-00.....8/07/07  
J-28.45-00.....8/07/07  
J-28.50-01.....6/16/10  
J-28.60-00.....8/07/07  
J-28.70-00.....11/08/07  
J-40.10-01.....10/14/09  
J-40.30-01.....6/3/10  
J-40.36-00.....6/3/10  
J-40.37-00.....6/3/10  
J-60.13-00.....6/16/10  
J-60.14-00.....6/16/10  
J-75.10-00.....2/10/09  
J-75.20-00.....2/10/09  
J-75.30-00.....2/10/09  
J-75.40-00.....10/14/09  
J-75.45-00.....10/14/09  
J-90.10-00.....2/10/09  
J-90.20-00.....2/10/09

K-10.20-01.....10/12/07  
K-10.40-00.....2/15/07  
K-20.20-01.....10/12/07  
K-20.40-00.....2/15/07  
K-20.60-00.....2/15/07  
K-22.20-01.....10/12/07  
K-24.20-00.....2/15/07  
K-24.40-01.....10/12/07  
K-24.60-00.....2/15/07  
K-24.80-01.....10/12/07

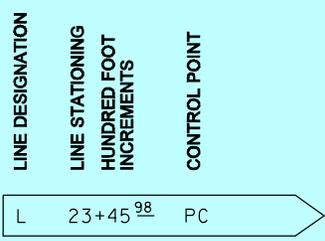
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K-32.20-00.....2/15/07  
K-32.40-00.....2/15/07  
K-32.60-00.....2/15/07  
K-32.80-00.....2/15/07  
K-34.20-00.....2/15/07  
K-36.20-00.....2/15/07  
K-40.20-00.....2/15/07

K-40.60-00.....2/15/07  
K-40.80-00.....2/15/07  
K-55.20-00.....2/15/07  
K-60.20-02.....7/3/08  
K-60.40-00.....2/15/07  
K-70.20-00.....2/15/07  
K-80.10-00.....2/21/07  
K-80.20-00.....12/20/06  
K-80.30-00.....2/21/07  
K-80.35-00.....2/21/07

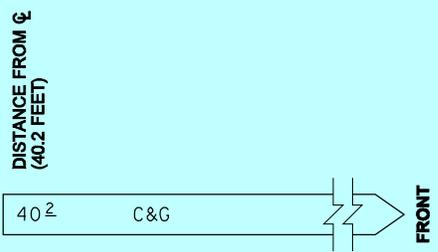
K-26.20-00.....2/15/07	K-40.40-00.....2/15/07	K-80.37-00.....2/21/07
L-10.10-00.....2/21/07	L-40.10-00.....2/21/07	L-70.10-01.....5/21/08
L-20.10-00.....2/07/07	L-40.15-00.....2/21/07	L-70.20-01.....5/21/08
L-30.10-00.....2/07/07	L-40.20-00.....2/21/07	
M-1.20-01.....1/30/07	M-7.50-01.....1/30/07	M-24.60-02.....2/06/07
M-1.40-01.....1/30/07	M-9.50-01.....1/30/07	M-40.10-01.....6/3/10
M-1.60-01.....1/30/07	M-9.60-00.....2/10/09	M-40.20-00...10/12/07
M-1.80-02.....8/31/07	M-11.10-01.....1/30/07	M-40.30-00.....9/20/07
M-2.20-01.....1/30/07	M-15.10-01.....2/06/07	M-40.40-00.....9/20/07
M-2.40-01.....1/30/07	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.60-01.....1/30/07	M-20.10-01.....1/30/07	M-40.60-00.....9/20/07
M-3.10-02.....2/10/09	M-20.20-01.....1/30/07	M-60.10-00.....9/05/07
M-3.20-01.....1/30/07	M-20.30-02.....10/14/09	M-60.20-01.....2/03/09
M-3.30-02.....2/10/09	M-20.40-01.....1/30/07	M-65.10-01.....5/21/08
M-3.40-02.....2/10/09	M-20.50-01.....1/30/07	M-80.10-00.....6/10/08
M-3.50-01.....1/30/07	M-24.20-01.....5/31/06	M-80.20-00.....6/10/08
M-5.10-01.....1/30/07	M-24.40-01.....5/31/06	M-80.30-00.....6/10/08

# APPENDIX A

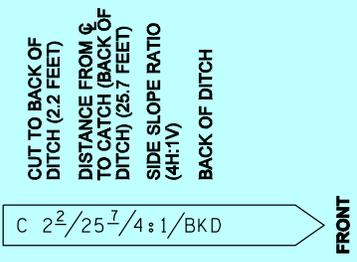
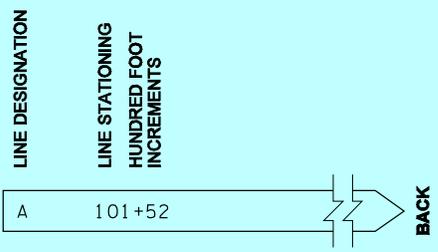




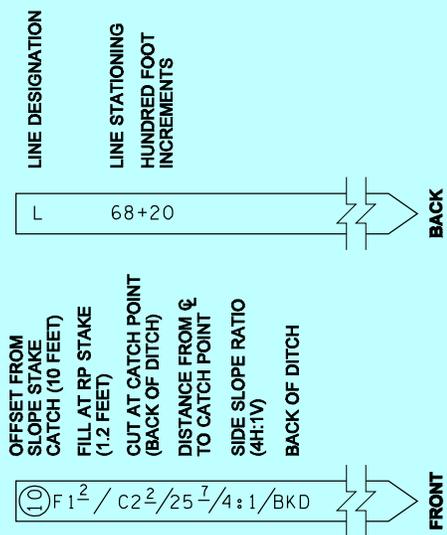
**ALIGNMENT STAKE**  
STAKE EVERY 100 FEET ON TANGENTS,  
EVERY 25 FEET ON CURVES



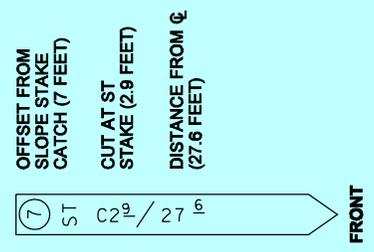
**CLEARING/GRUBBING (C&G) LATH**  
STAKE AT EACH FULL STATION,  
100 FEET ON TANGENTS,  
EVERY 25 FEET ON CURVES.  
NO HUB NECESSARY.



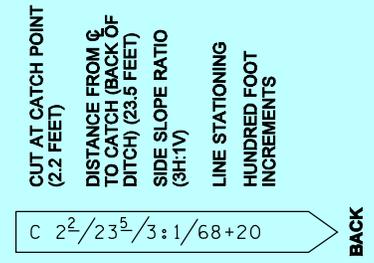
**SLOPE STAKE**



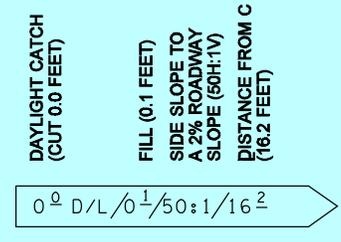
**LATH FOR SLOPE REFERENCES**



**SLOPE TREATMENT (ST) STAKE**  
FOR CUT SECTIONS



**DAYLIGHT (D/L) STAKE**



**SURVEY STAKES**

**STANDARD PLAN A-10-10-00**

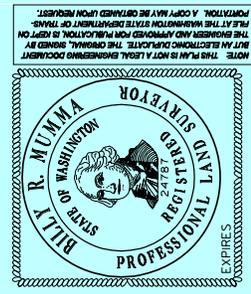
SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION

**Pasco Bakofich III** 08-07-07

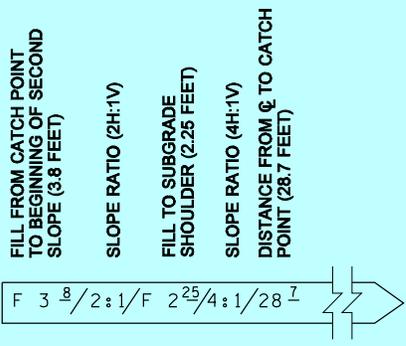
STATE DESIGN ENGINEER DATE

Washington State Department of Transportation

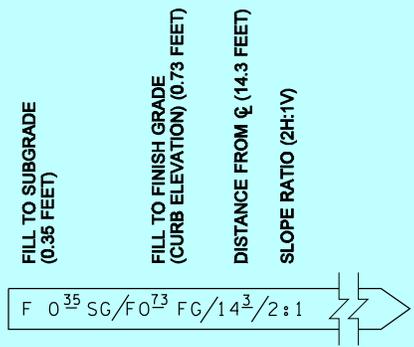


NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT  
UNTIL IT IS APPROVED FOR PUBLICATION BY THE  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION.  
A COPY MAY BE OBTAINED UPON REQUEST.

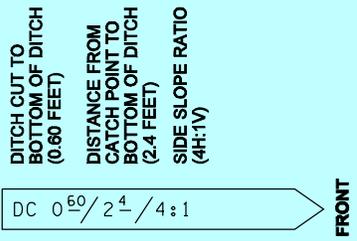




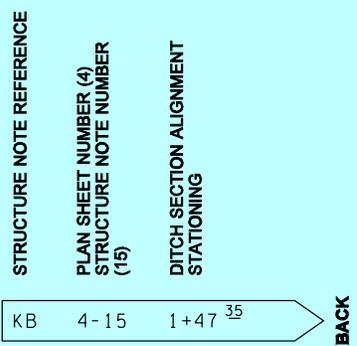
**COMPOUND SLOPE LATH**



**SLOPE LATH FOR CURB SECTION**



**STAKE FOR DITCH CONSTRUCTION**

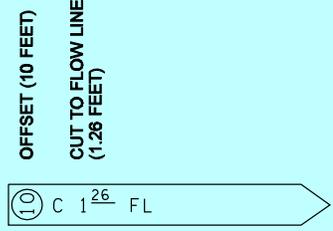


**STAKE FOR FOUNDATION OF LUMINAIRES, SIGNALS OR SIGN STRUCTURES**

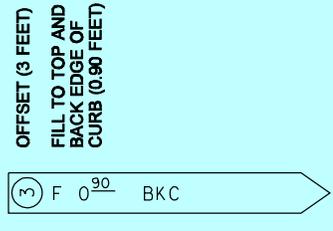


LUMINAIRE NUMBER (23)

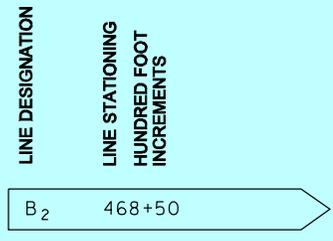
LINE DESIGNATION AND STATIONING HUNDRED FOOT INCREMENTS



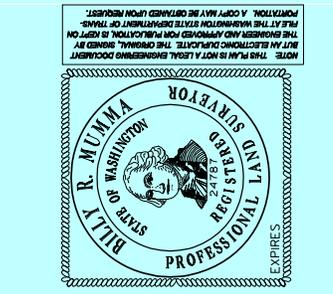
**STAKE FOR DRAINAGE**



**STAKE FOR CURB/GUTTER**



**BACK**



**BACK**

**STANDARD PLAN A-10.10-00**

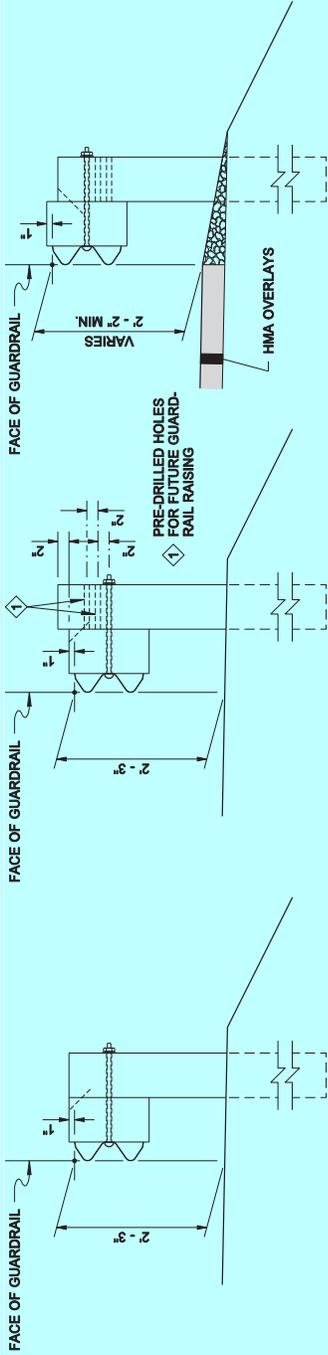
SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION  
**Pasco Bakofich III** 08-07-07  
 STATE DESIGN ENGINEER DATE  
 Washington State Department of Transportation

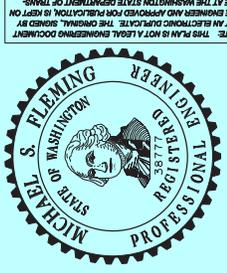
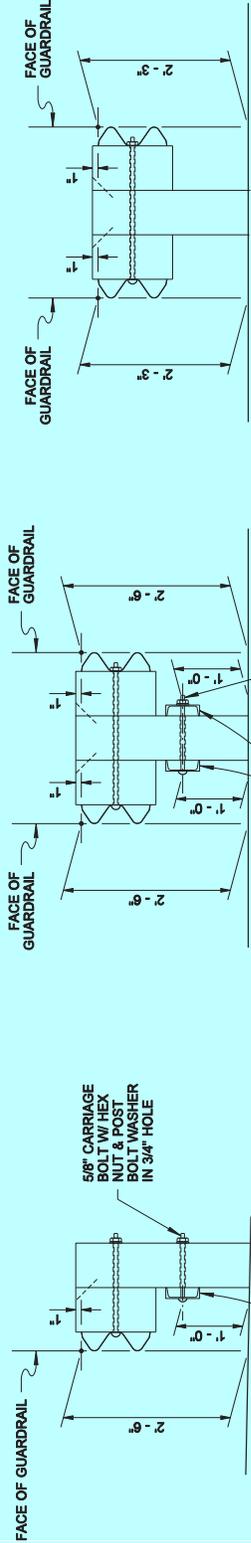


**NOTES**

- When required by the Contract, a Snow Load Post Washer shall be used on the backside of the post (in lieu of the 1.3/4" Post Bolt Washer) and a Snow Load Rail Washer shall be placed on the face side of Beam Guardrail Types 1 and 2. Snow Load Rail Washers shall not be installed on terminals.
- Rail Washers, also called "Snow Load Rail Washers" are not required on new installation except as called for in Note 1. Unnecessary Rail Washers need not be removed from existing installations, except those on posts 2 through 8 of a BCT installation shall be removed.
- Beam Guardrail post spacing for Types 1 through 4 shall be 6' - 3" on centers.
- Timber blocks shall be toe-nailed to the post with a 16d galvanized nail to prevent block rotation.
- For post and block details, see Standard Plan C-1b.
- When "Beam Guardrail Type 1 - \_\_\_ Ft Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2" min. high and 1/4" deep, at the location where the letter "H" is shown in the ASSEMBLY DETAIL. After installing a Long Post, it shall be the Contractor's responsibility to ensure that the stamped numbers are still legible and 1/4" deep.
- Existing posts shall not be raised. Replace posts as necessary to achieve required guardrail height.



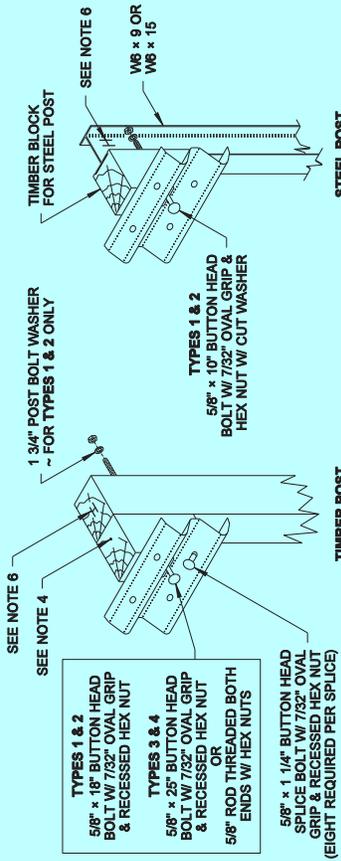
INITIAL INSTALLATION      RAIL ELEMENT RAISED



**BEAM GUARDRAIL  
TYPES 1 ~ 4  
(W-BEAM)  
STANDARD PLAN C-1**

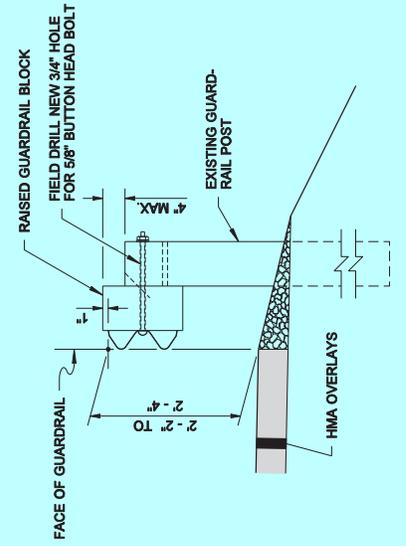
SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION  
**Pasco Bakofich III**      02-10-09  
 STATE DESIGN ENGINEER      DATE  
 Washington State Department of Transportation



STEEL POST  
ALL MOUNTING AND SPLICE HARDWARE SAME AS FOR TIMBER POST EXCEPT AS NOTED

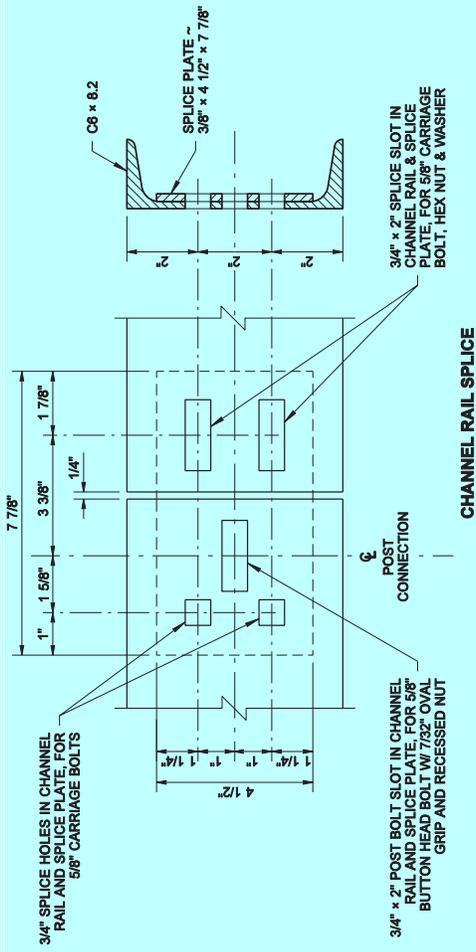
**ASSEMBLY DETAIL**



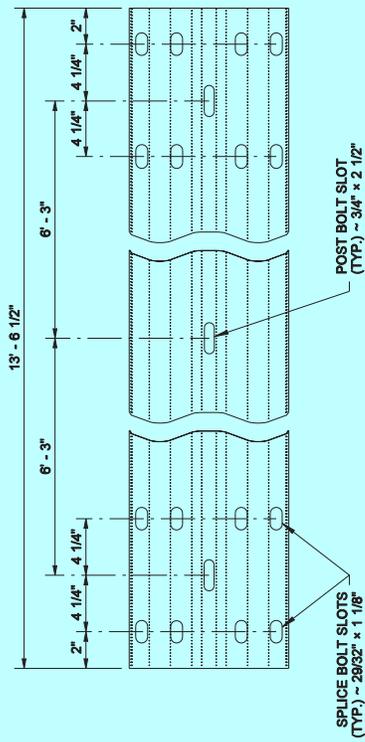
**BEAM GUARDRAIL RAISING FOR HMA OVERLAYS**

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. THE ENGINEER HAS APPROVED THIS GENERAL DESIGN FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

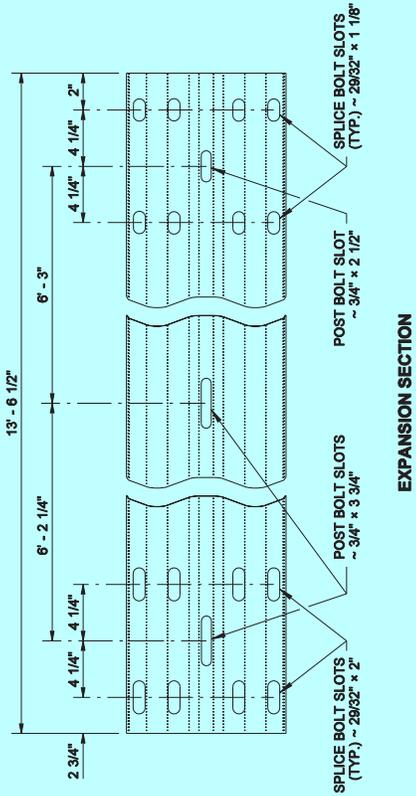




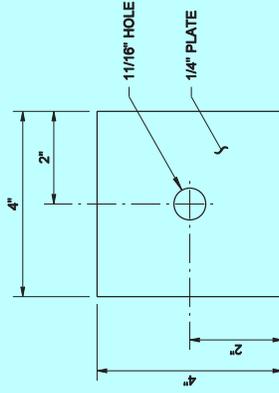
**CHANNEL RAIL SPLICE**



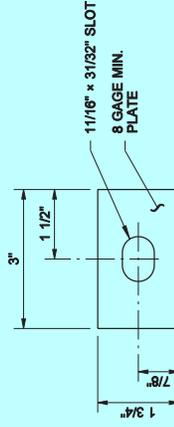
**TYPICAL RAIL ELEMENT**



**EXPANSION SECTION**



**SNOW LOAD POST WASHER**  
SEE NOTE 1



**SNOW LOAD RAIL WASHER**  
SEE NOTES 1 & 2



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. THE ENGINEER HAS APPROVED THIS ORIGINAL DESIGN AS SHOWN. ANY REVISIONS MUST BE APPROVED BY THE ENGINEER. A COPY MAY BE OBTAINED UPON REQUEST.

**BEAM GUARDRAIL TYPES 1 ~ 4 (W-BEAM) STANDARD PLAN C-1**

SHEET 2 OF 2 SHEETS

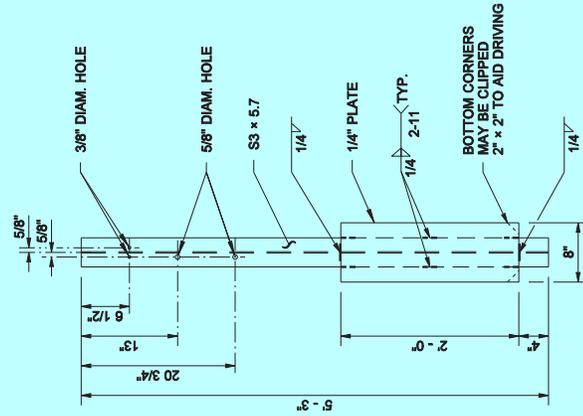
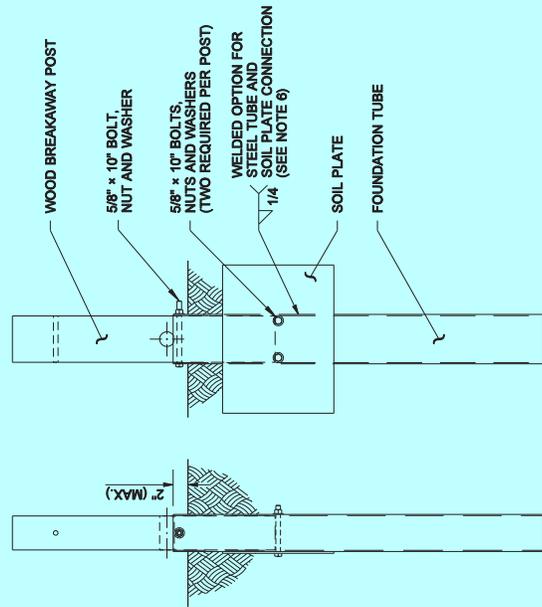
APPROVED FOR PUBLICATION

**Pasco Bakofich III** 02-10-09  
STATE DESIGN ENGINEER DATE  
Washington State Department of Transportation



**NOTES**

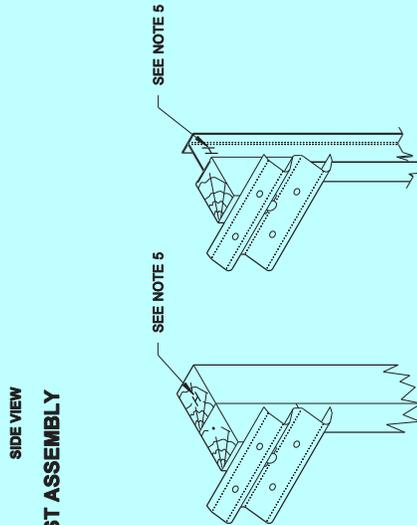
1. Wood posts for all guardrail placement plans shall be 6 x 8 except where noted otherwise.
2. Lower hole is for Rub Rail of Type 2 and Type 3 Beam Guardrail.
3. W6 x 9 steel posts and timber blocks are alternates for 6 x 8 timber posts and blocks. W6 x 15 steel posts and timber blocks are alternates for 10 x 10 timber posts and blocks.
4. Holes shall be located on approaching traffic side of web.
5. When contract requires "Beam Guardrail Type 1, \_\_\_ Foot Long Post," the steel post length shall be marked with numbers to ensure permanent identification at the location where the letter "H" is shown on the detail. The marking shall be 1 1/2" min. height.
6. Soil plate may be welded to foundation tube. If so, holes in soil plate and foundation tube may be omitted.



FRONT VIEW

**ANCHOR POST ASSEMBLY**

SIDE VIEW

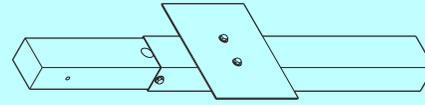


TIMBER POST

STEEL POST

**PARTIAL ASSEMBLY DETAIL**

G-2 POST



ANCHOR POST

**ISOMETRIC**



G-2 POST



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. IF AN ALTERNATE APPROACH FOR INSTALLATION IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, A COPY MAY BE OBTAINED UPON REQUEST.

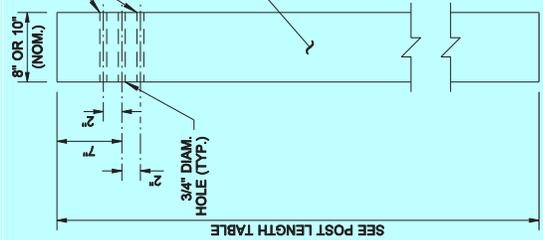
**BEAM GUARDRAIL  
POSTS AND BLOCKS  
STANDARD PLAN C-1b**

SHEETS 1 OF 2 SHEETS

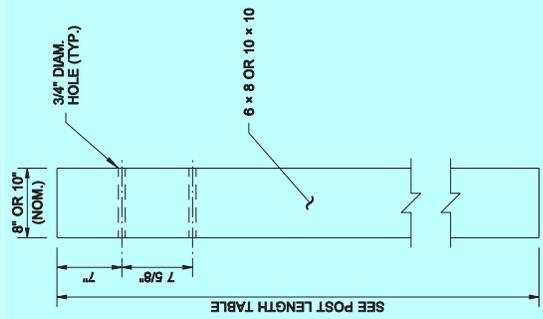
APPROVED FOR PUBLICATION

**Pasco Bakofich III** 06-03-10  
STATE DESIGN ENGINEER DATE  
Washington State Department of Transportation

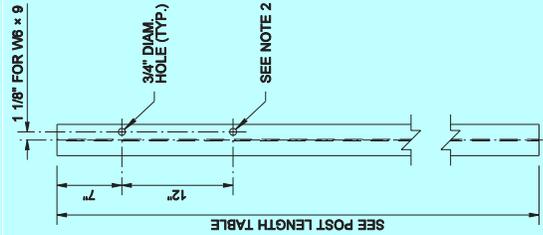




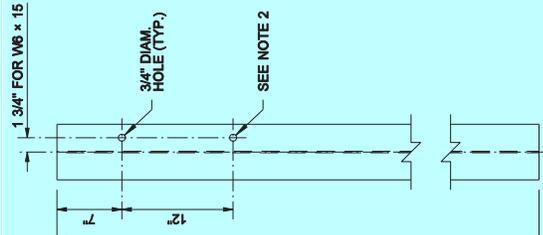
W-BEAM



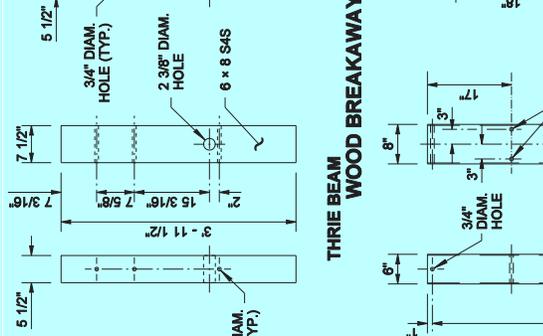
THRIE BEAM



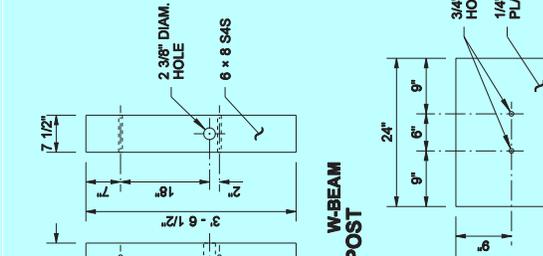
W-BEAM



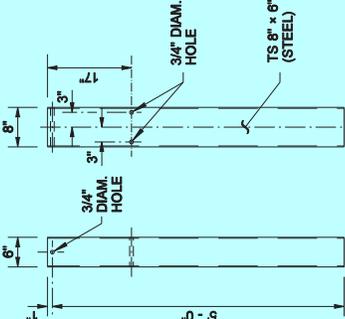
THRIE BEAM



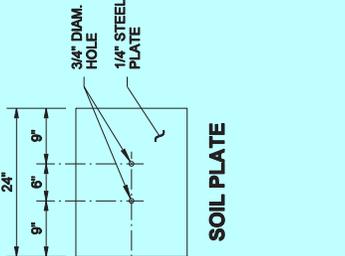
THRIE BEAM  
WOOD BREAKAWAY POST



W-BEAM

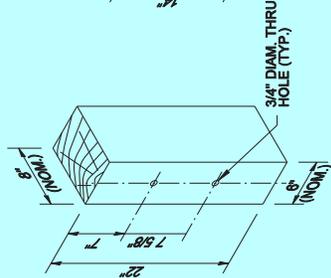


FOUNDATION TUBE

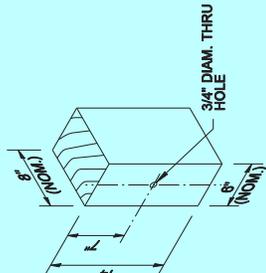


SOIL PLATE

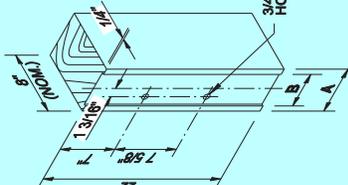
POST LENGTH TABLE	LENGTH
GUARDRAIL TYPE	
1 through 4 & 31	6' - 0"
10 or 11	6' - 6"



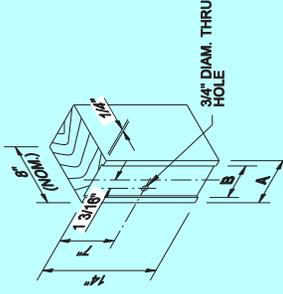
THRIE BEAM WOOD BLOCK  
FOR WOOD POST



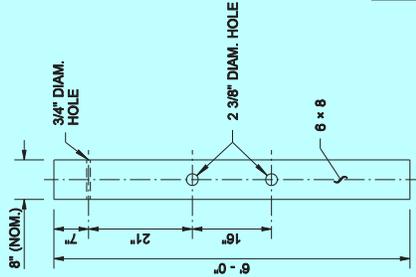
W-BEAM WOOD BLOCK  
FOR WOOD POSTS



THRIE BEAM WOOD BLOCK  
FOR STEEL POST



W-BEAM WOOD BLOCK  
FOR STEEL POST



CONTROLLED RELEASING  
TERMINAL (CRT) POST

DRAWN BY: LUIS MILLONES



**BEAM GUARDRAIL  
POSTS AND BLOCKS  
STANDARD PLAN C-1b**

SHEETS 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

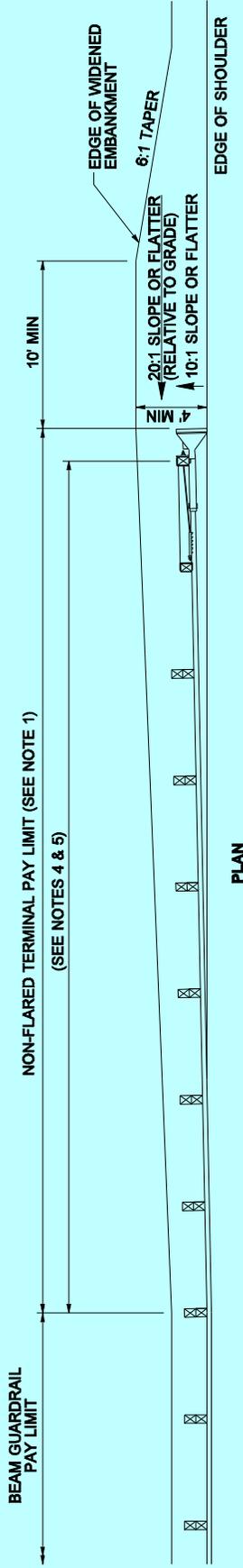
**Pasco Bakofich III** 06-03-10  
STATE DESIGN ENGINEER DATE  
Washington State Department of Transportation

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT.  
IF AN ERROR OR OMISSION IS FOUND IN THIS PLAN, THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR THE ACTION OR INACTION.  
ALL CORRECTIONS MUST BE OBTAINED FROM THE ORIGINAL DESIGNER.  
FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, A COPY MAY BE OBTAINED UPON REQUEST.

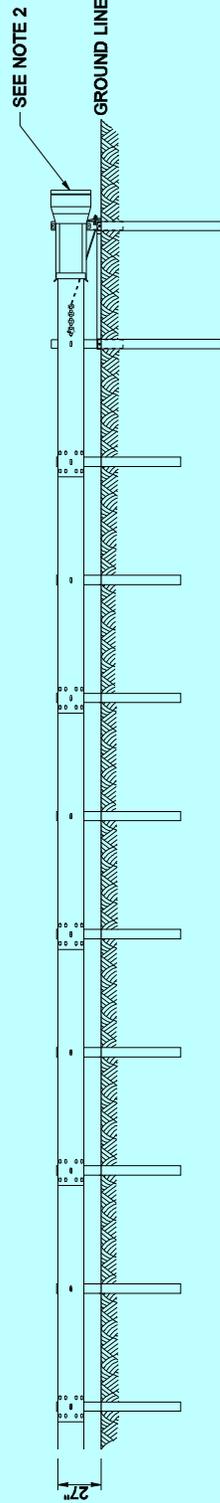


**NOTES**

1. An ET-PLUS (TL3) as manufactured by Trinity Industries, Inc. or an SKT-350 as manufactured by Road Systems Inc. shall be installed according to manufacturer's recommendations. When a TL2 terminal is specified in the contract an ET-PLUS (TL2) as manufactured by Trinity Industries, Inc., or an SKT-TL2 as manufactured by Road Systems, Inc. shall be installed according to manufacturer's recommendations.
2. A reflectorized object marker shall be installed according to manufacturer's recommendations.
3. When snow load post washers and snow load rail washers are required by the contract, the snow load rail washers must not be installed within the terminal limits.
4. Terminal shall be installed at a taper, ensuring that end piece is entirely off shoulder.
5. Length for ET-PLUS (TL3) and SKT-350 is 50'. Length for ET-PLUS (TL2) and SKT-TL2 is 25'.



**PLAN**



**ELEVATION**



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**BEAM GUARDRAIL  
NON-FLARED TERMINAL  
STANDARD PLAN C-46**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

**Harold J. Peterfeso** 02-20-03 DATE

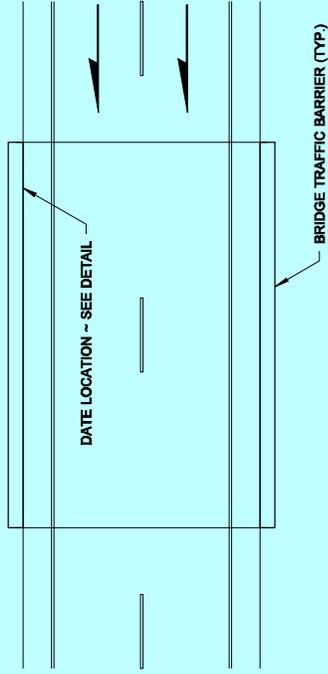
STATE DESIGN ENGINEER Washington State Department of Transportation

01/2003	REVISED NOTES 1 & 5+ ADDED SLOPES.	RC
DATE	REVISION	BY

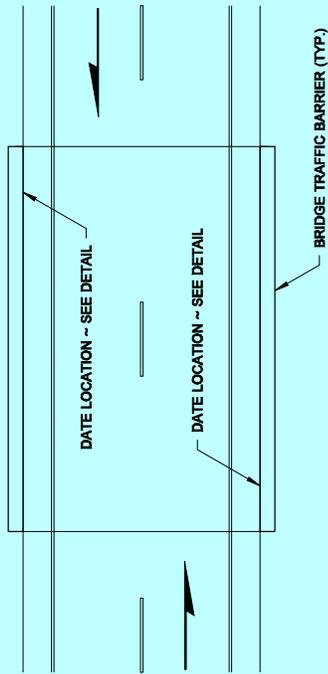


**NOTES**

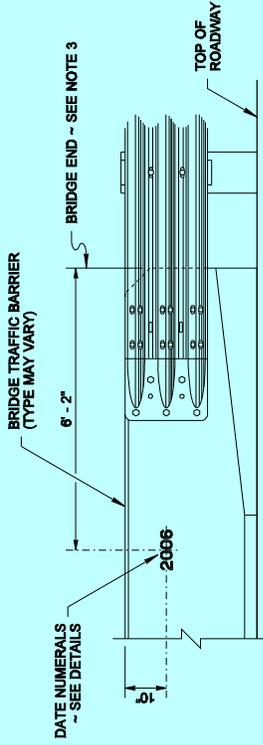
1. All numerals are approx. 3 1/4" wide except numeral "1" which is approx. 5/8" wide.
2. Spacing between the numeral "1" and any other numeral is 1". Spacing between all other numerals is 3/4".
3. Traffic Barrier Connections between the bridge and the approaching roadway vary and may consist of concrete barrier extensions. Install the Date Numerals on the traffic barrier of the bridge itself.



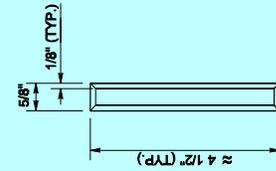
**PLAN VIEW**  
**DATE LOCATION ON ONE-WAY BRIDGES**



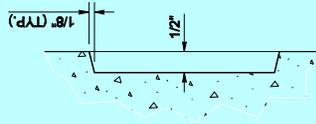
**PLAN VIEW**  
**DATE LOCATION ON TWO-WAY BRIDGES**



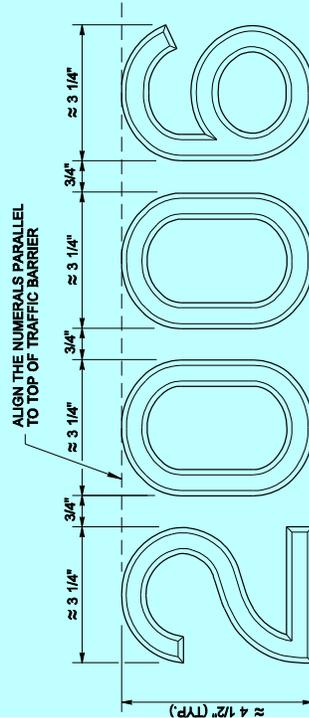
**ELEVATION VIEW**  
**DATE LOCATION DETAIL**



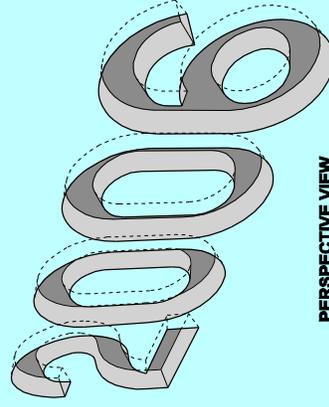
**NUMERAL "1"**



**TYPICAL SECTION VIEW**



**TYPICAL DATE NUMERALS**



**PERSPECTIVE VIEW**

**NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. THE ENGINEER HAS REVIEWED THIS PLAN FOR CONFORMANCE WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.**

**KEN LEROY SMITH**  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF WASHINGTON  
NO. 31805  
EXPIRES AUGUST 26, 2007

**DATE NUMERAL  
PLACEMENT ON  
BRIDGE TRAFFIC BARRIER  
STANDARD PLAN E-1**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

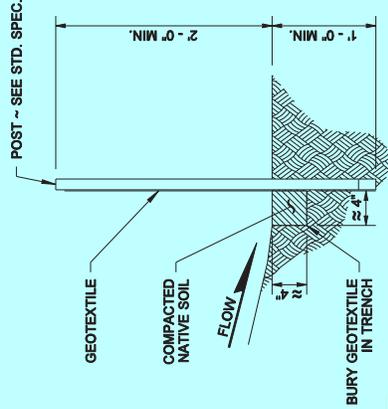
**Ken L. Smith**  
STATE DESIGN ENGINEER

**02-21-07**  
DATE

Washington State Department of Transportation



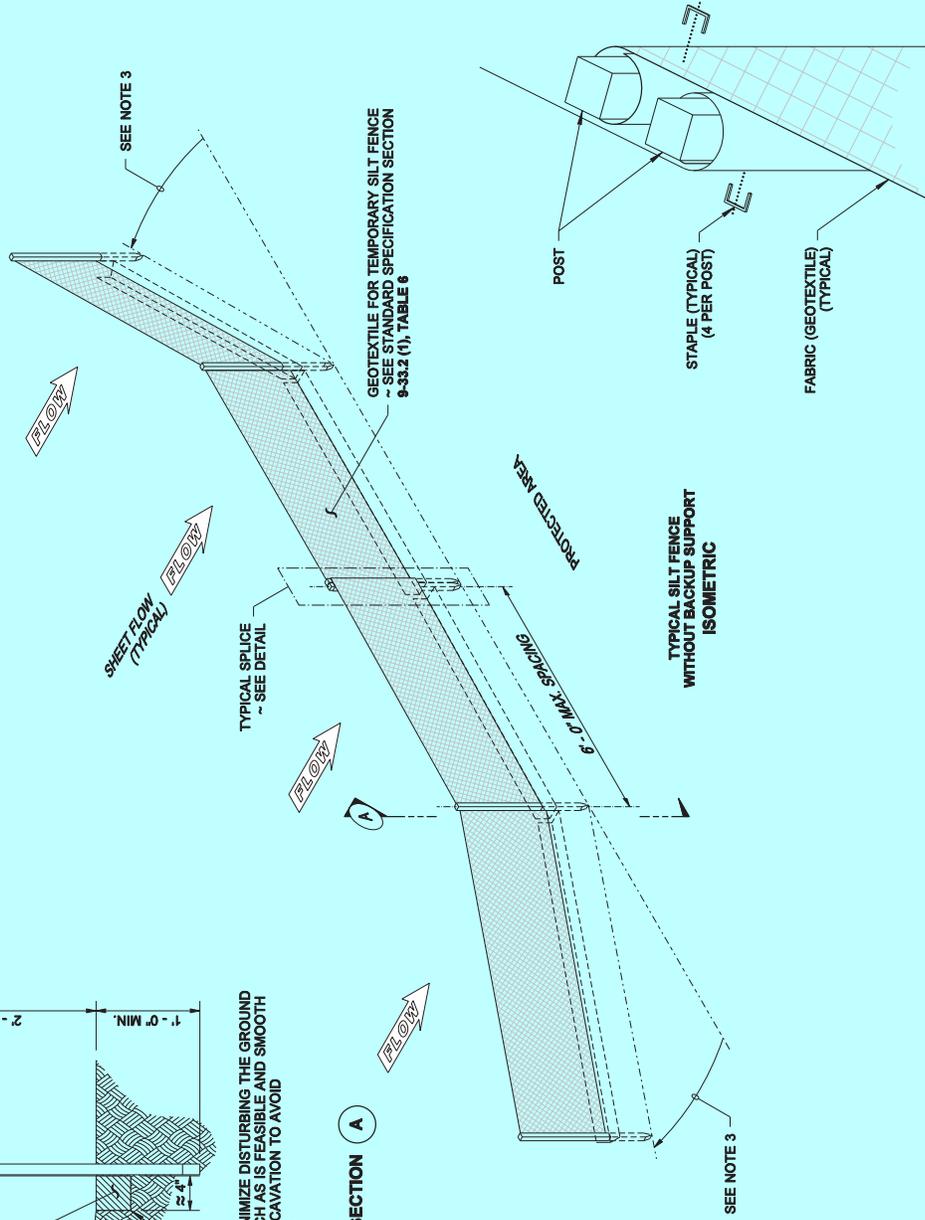
POST ~ SEE STD. SPEC. 8.01.3(9)A



**NOTE**  
DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND SURROUNDING THE FENCE AS MUCH AS IS FEASIBLE AND SMOOTH SURFACES FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS.

**NOTES**

1. Maximize deflection of stormwater by placing fence as far away from toe of slope as possible without encroaching on sensitive areas or outside of the clearing boundaries.
2. Install silt fencing along contours.
3. Install the ends of the silt fence to point slightly up-slope to prevent sediment from flowing around the ends of the fence.
4. Perform maintenance in accordance with Standard Specifications 8.01.3(9)A and 8.01.3(16).



**SECTION A**



STATE OF WASHINGTON  
REGISTERED PROFESSIONAL ENGINEER  
LANDSCAPE ARCHITECT  
MARK W. MAURER  
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. IT IS AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND ARCHITECT, IS THE ONLY COPY THAT MAY BE USED FOR THE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**SILT FENCE**

**STANDARD PLAN I-30.15-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

**Pasco Bakofich III** 08-11-09  
STATE DESIGN ENGINEER DATE  
Washington State Department of Transportation

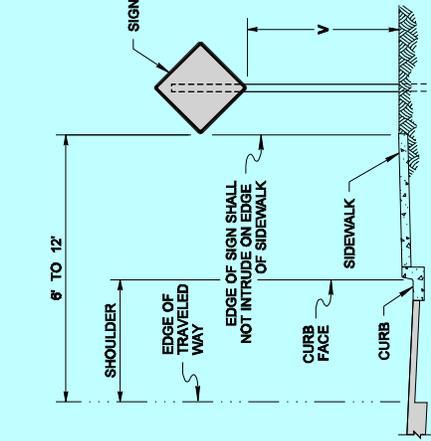
SPLICED FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP. JOINING SECTIONS SHALL NOT BE PLACED IN LOW SPOTS OR IN SWAMP LOCATIONS.

**SPLICE DETAIL**

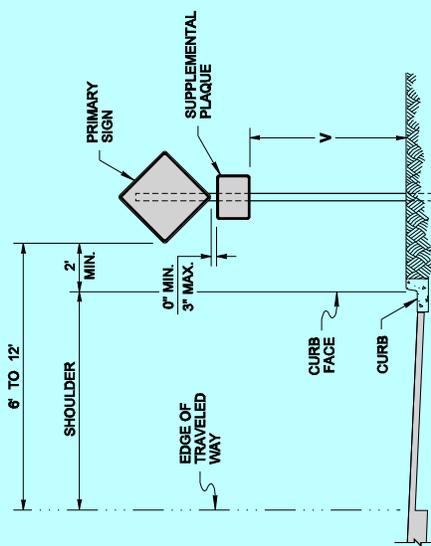


**NOTES**

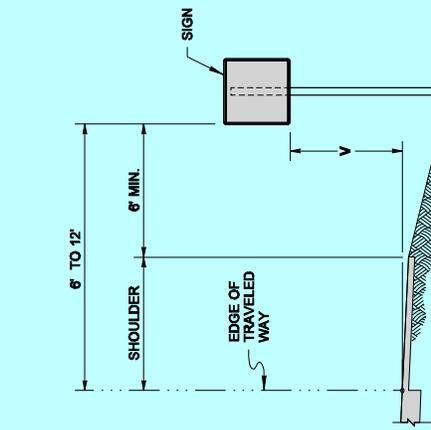
1. For sign installation details, see Std. Plan G - series.
2. In rural areas, the "V" Height can be a minimum of 7 feet for primary signs and 6 feet for the supplemental plaques for greater visibility, as directed by the engineer.
3. The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.



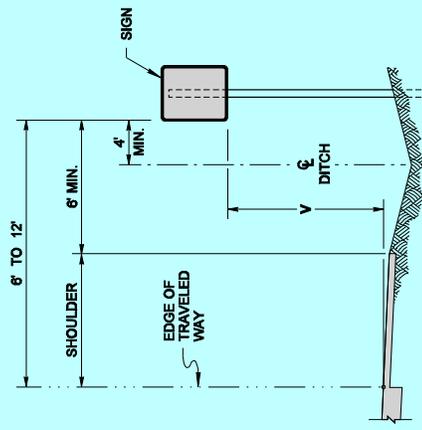
**SIGN INSTALLATION (SIDEWALK AND CURB SECTION)**



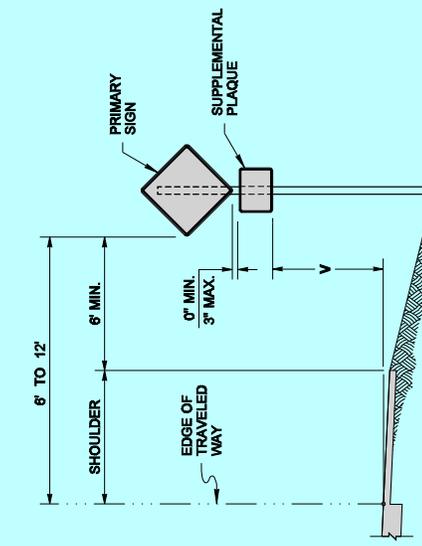
**SIGN INSTALLATION (CURB SECTION)**



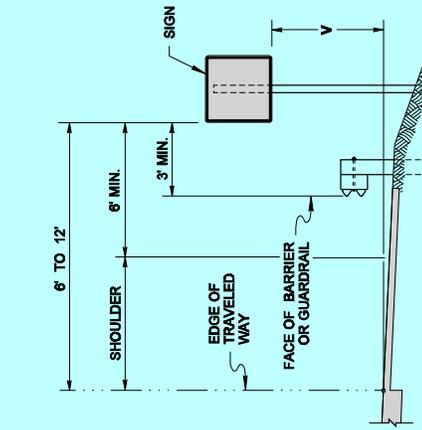
**SIGN INSTALLATION (FILL SECTION)**



**SIGN INSTALLATION (DITCH SECTION)**



**SIGN WITH SUPPLEMENTAL PLAQUE INSTALLATION (FILL SECTION)**



**SIGN INSTALLATION (BEHIND TRAFFIC BARRIER)**

	HEIGHT V	TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM	4' MINIMUM	6' MINIMUM
URBAN	7' MINIMUM	6' MINIMUM	6' MINIMUM



**CLASS A CONSTRUCTION SIGNING INSTALLATION STANDARD PLAN K-80.10-00**

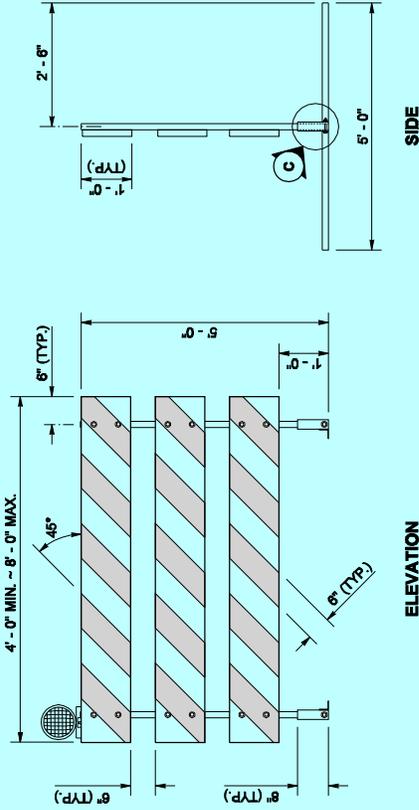
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION  
**Ken L. Smith** 02-21-07  
 STATE DESIGN ENGINEER DATE  
 Washington State Department of Transportation

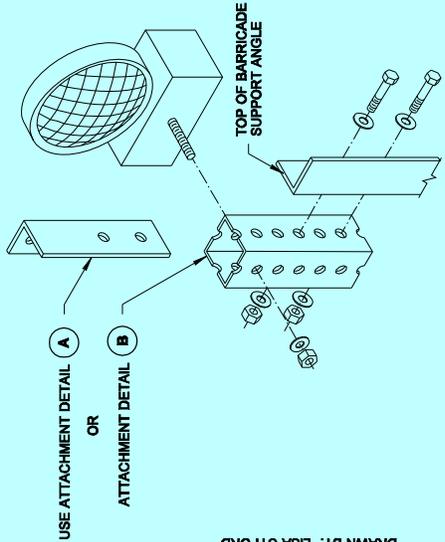


**NOTES**

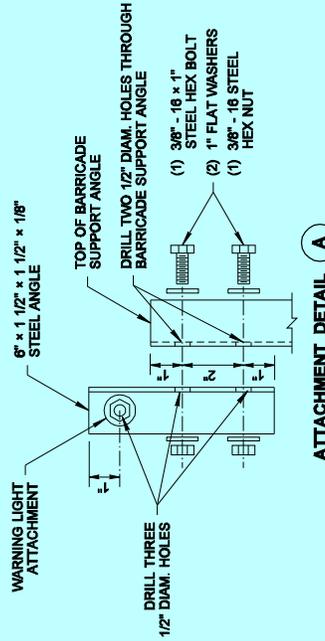
1. All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-rolled, high carbon steel, painted or galvanized.
2. Install one lightweight Type A Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A Low-Intensity flashing warning lights per barricade when the barricades are used to close a roadway. Attach the light to the barricade according to the light manufacturer's recommendations or use the details shown on this plan.
3. Stripes on barricade rails shall be alternating orange and white retroreflective stripes (sloping downward at an angle of 45 degrees in the direction traffic is to pass).
4. The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternative designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD.
5. When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.
6. When sandbags are used in freezing weather, Urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.



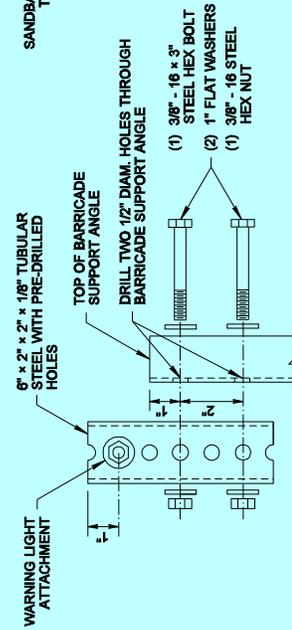
**TYPE 3 BARRICADE**



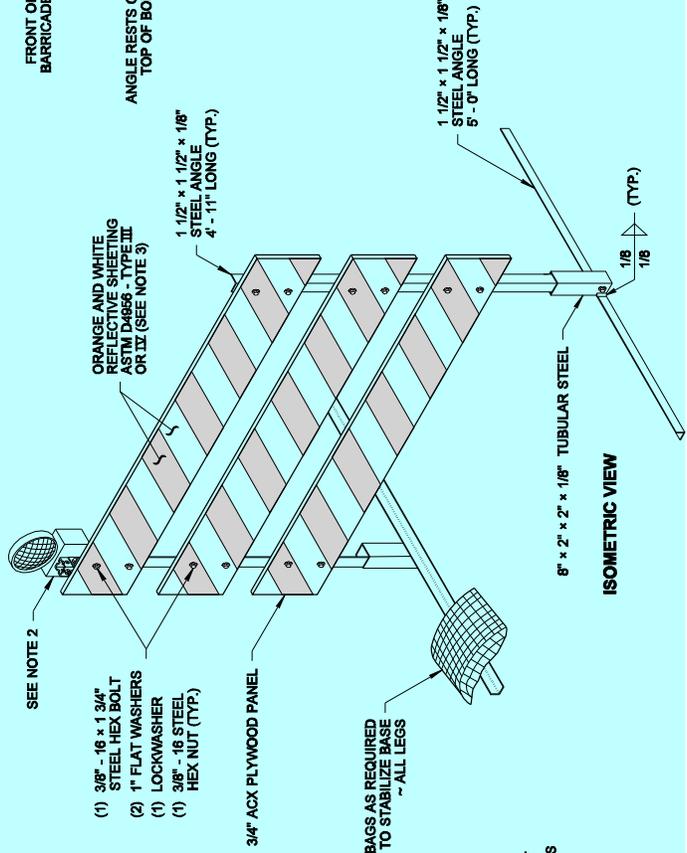
**WARNING LIGHT ATTACHMENT DETAIL**



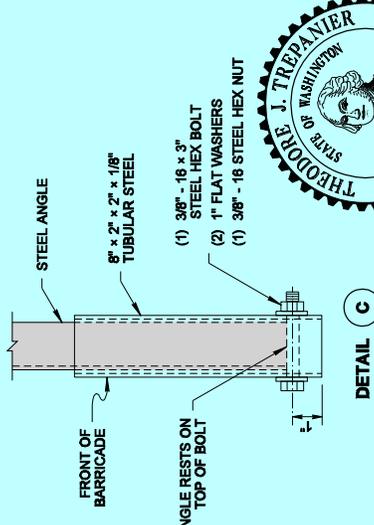
**ATTACHMENT DETAIL A**



**ATTACHMENT DETAIL B**



**ISOMETRIC VIEW**



**DETAIL C**

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 FOR AN ELECTRONIC PURCHASE, THE ORIGINAL, SIGNATURED, SEALED AND STAMPED SET OF DRAWINGS MUST BE OBTAINED FROM THE ENGINEER AND APPROVED FOR CONSTRUCTION IN WRITING.  
 PORTION. A COPY MAY BE OBTAINED UPON REQUEST.

EXPIRES AUGUST 9, 2007

**TYPE 3 BARRICADE**

**STANDARD PLAN K-80-20-00**

SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION

Kevin J. Dayton

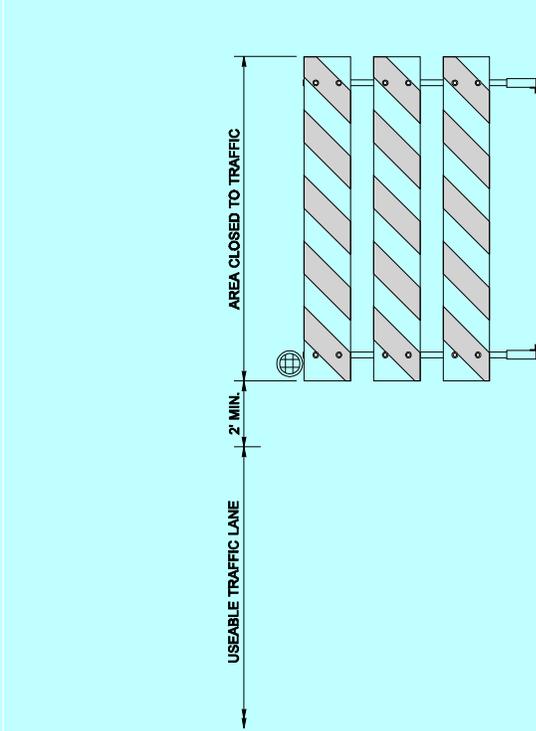
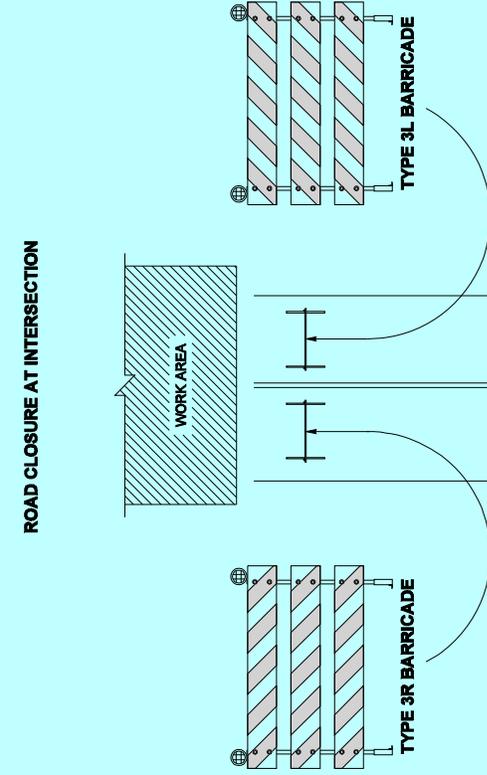
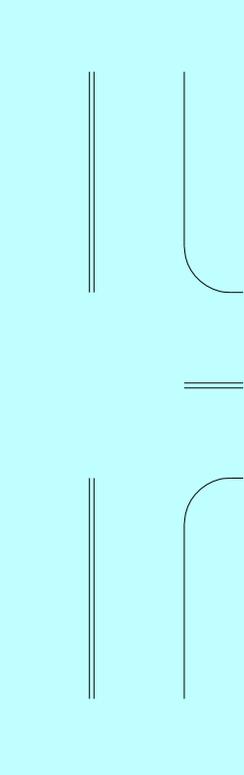
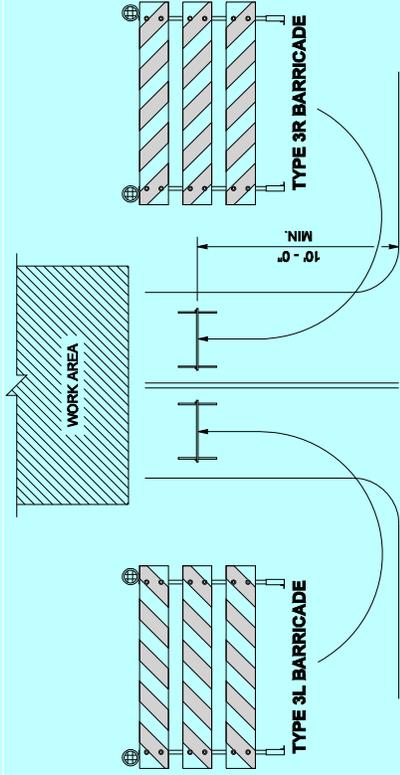
STATE DESIGN ENGINEER

Washington State Department of Transportation

12-20-06

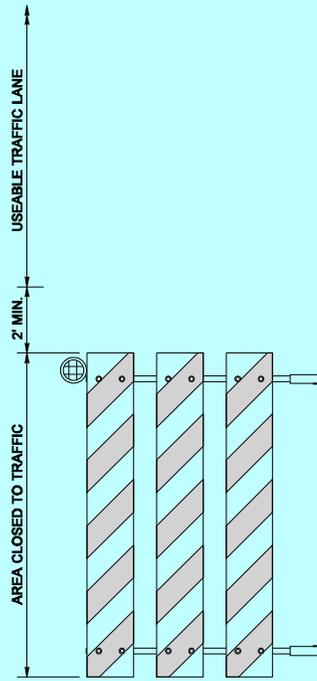
DATE





**TYPE 3L BARRICADE**

STRIPES ON THE BARRICADES SHALL SLOPE DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS



**TYPE 3R BARRICADE**



**TYPE 3 BARRICADE**

**STANDARD PLAN K-80.20-00**

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

Kevin J. Dayton

STATE DESIGN ENGINEER

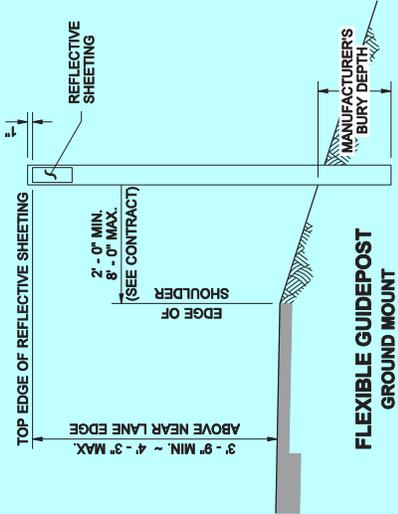
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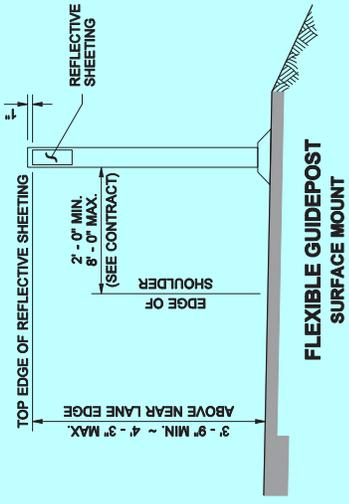
Washington State Department of Transportation

**BARRICADE PLACEMENT**

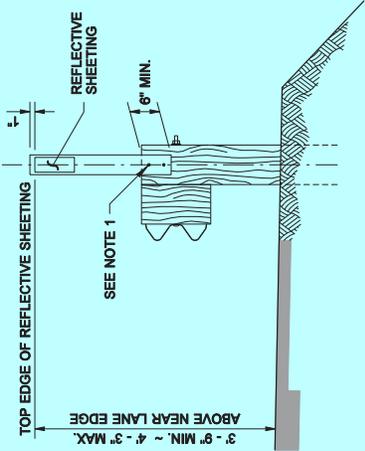




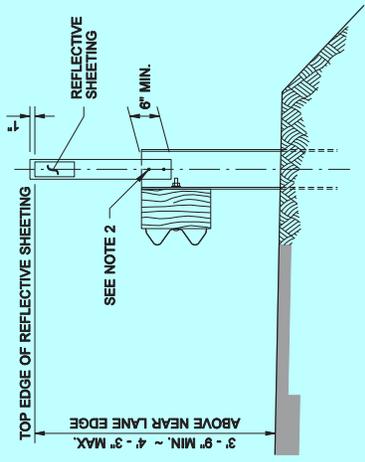
**FLEXIBLE GUIDEPOST GROUND MOUNT**



**FLEXIBLE GUIDEPOST SURFACE MOUNT**



**FLEXIBLE GUIDEPOST GUARDRAIL MOUNT**  
(USE FOR WOODEN GUARDRAIL POSTS)

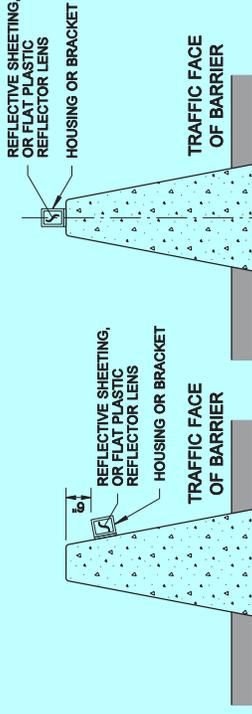


**FLEXIBLE GUIDEPOST GUARDRAIL MOUNT**  
(USE FOR STEEL GUARDRAIL POSTS)

**BARRIER DELINEATOR REQUIREMENTS**

- Spacing of Barrier Delineators shall be as shown in the plans.
- The housing or bracket can be flexible or rigid, molded from a durable plastic or other durable material approved by the engineer, and shall be attached to the barrier with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or any other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic. Color shall be white on the right of traffic, and yellow on the left of traffic.
- The reflective surface shall be rectangular or trapezoidal.
- Reflective Sheeting: 12 square inches minimum surface area; Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List.
- Plastic Reflector: 9 square inches minimum surface area; acrylic or polycarbonate conforming to AAASHTO M 290. Reflectors shall equal or exceed the following minimum values of Specific Intensity:

OBSERVATION ANGLE	ENTRANCE ANGLE	SPECIFIC INTENSITY (cd/l <sup>2</sup> -c)	
		WHITE	YELLOW
0.1°	0°	126	75
0.1°	20°	50	30



**BARRIER DELINEATORS**

(CONCRETE BARRIER TYPES AND LOCATIONS VARY, SINGLE SLOPE IN MEDIAN SHOWN)

**NOTES**

1. Guideposts shall be fastened to the guardrail post using two 2" x 3/8" lag screws with washers, along centerline of post. Also acceptable is any approved attachment method submitted by the guidepost manufacturer.
2. Guideposts shall be fastened to the guardrail posts using two galvanized 2" x 3/8" bolts with a washer on both sides, a lock washer and nut. The nut shall be tightened to properly compress the lock washer. The drilled holes in the guardrail post web shall be painted with galvanizing repair paint as described in Standard Specification Section 6-11.3(1)C. Also acceptable is any approved attachment method submitted by the guidepost manufacturer.
3. When the Contract Plans requires a Guidepost with barrier runs, the Contractor shall either:
  - A. Drive the flexible guidepost in line with the guardrail posts, or
  - B. Mount the shorter flexible guidepost onto the guardrail post.
4. When concrete barrier runs concurrent, the contractor shall mount barrier delineators where guideposts are required.

**GUIDEPOST TYPE DEFINITIONS ~ REFLECTIVE SHEETING APPLICATIONS**

TYPE W	TYPE WW	TYPE Y	TYPE YY
FACING TRAFFIC: 3" width, 8" height, WHITE	FACING TRAFFIC: 3" width, 8" height, WHITE; BACK SIDE: 3" width, 4" height, WHITE	FACING TRAFFIC: 3" width, 8" height, YELLOW	FACING TRAFFIC: 3" width, 8" height, YELLOW; BACK SIDE: 3" width, 8" height, YELLOW



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. AN ENGINEER'S DESIGN OR CALCULATION IS REQUIRED FOR ANY STRUCTURE. THE ENGINEER HAS REVIEWED THE GENERAL DESIGN AND CONSTRUCTION DETAILS FOR THIS PROJECT. A COPY MAY BE OBTAINED UPON REQUEST.

**GUIDEPOSTS AND BARRIER DELINEATORS**  
**STANDARD PLAN M-40.10-01**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION  
**Pasco Bakofich III** 06-03-10  
 STATE DESIGN ENGINEER DATE  
 Washington State Department of Transportation



# APPENDIX B



# NEEL BRIDGE EXPLORATORY TEST PIT LOGS

**Neel Bridge MP7.44  
Big Alkali Road #7005  
Alkali Flat Creek, Project No. XFB0405**

**EXPLORATORY TEST PIT: NEEL# 1  
South end of bridge, 22 feet from existing bridge, 26.5 feet west of centerline**

DEPTH (feet)	SOIL CLASS.	SOIL DESCRIPTION
0.0 - 3.0	ML	<u>SILT</u> (Topsoil/Fill) – light brown, contains organics, dry, firm.
3.0 – 5.0	ML	<u>SILT</u> (Alluvium) – light brown to tan, contains some basalt cobbles to 4 inches, dry to moist, stiff.
5.0 - 7.0	ML	<u>SILT</u> (Alluvium) – Sandy, light brown, contains some decomposed Basalt fragments, dry to moist, stiff.
7.0 – 8.5	GP	<u>COBBLES</u> (Alluvium/Decomposed Basalt) – contains some silt and sand, fractured basalt cobbles to 12”, moist, dense.
8.5	Rx	Basalt, fractured but fresh, dense.

Excavated on August 13, 2008

Logged by: Dan Hall

Ground water not encountered

Test pit terminated at 8.5 feet below existing ground elevation due to practical refusal.

# NEEL BRIDGE EXPLORATORY TEST PIT LOGS

**Neel Bridge MP7.44**  
**Big Alkali Road #7005**  
**Alkali Flat Creek, Project No. XFB0405**

**EXPLORATORY TEST PIT: NEEL# 2**  
**North end of bridge, 28 feet from existing bridge, 38 feet west of centerline**

DEPTH (feet)	SOIL CLASS.	SOIL DESCRIPTION
0.0 - 3.0	ML	<u>SILT</u> (Topsoil/Fill) – light brown, contains organics, dry, firm.
3.0 – 4.0	ML	<u>SILT</u> (Alluvium) – light brown to tan, contains some basalt cobbles to 4 inches, dry to slightly moist, stiff.
4.0 - 5.5	ML	<u>SILT</u> (Alluvium) – Sandy, light brown, contains some Basalt cobbles, dry to moist, stiff.
5.5 – 6.5	ML	<u>SILT</u> (Alluvium) – Sandy, light brown, contains decomposed Basalt cobbles, fractured, dry to slightly moist, stiff.
6.5 – 8.5	GP	<u>COBBLES</u> (Alluvium/Decomposed Basalt) – contains some silt and sand, fractured basalt cobbles to 24", dry to slightly moist, dense.
8.5	Rx	Basalt, fractured but fresh, dense.

Excavated on August 13, 2008

Logged by: Dan Hall

Ground water not encountered

Test pit terminated at 8.5 feet below existing ground elevation due to practical refusal.



# HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 - See appeal process at end of HPA

Issue Date: June 02, 2011

Control Number: 123578-1

Project Expiration Date: October 31, 2011

FPA/Public Notice #: N/A

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
Whitman County Public Works Department ATTENTION: Julie Edgeman PO Box 430 Colfax, WA 99111 509-397-6206 Fax: 509-397-6210	

Project Name: Neel Bridge

Project Description: Bridge replacement

## PROVISIONS

1. **TIMING LIMITATIONS:** The project may begin July 15, 2011, and shall be completed by October 31, 2011.
2. **NOTIFICATION REQUIREMENT:** The Area Habitat Biologist (AHB) listed below shall receive notification from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.
3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Whitman County Public Works Neel Bridge JARPA, and dated May 2, 2011, except as modified by this Hydraulic Project Approval. A copy of these plans shall be available on site during construction.
4. Equipment used for this project may operate below the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) shall not enter or operate below the ordinary high water line.
5. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.
6. Every effort shall be taken during all phases of this project to ensure that silt-laden water is not allowed to enter the stream. This may require the use of straw bales, filter fabric, and/or immediate mulching of exposed areas.
7. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.



# HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 - See appeal process at end of HPA

Eastern  
2315 N Discovery Place  
Spokane, WA 99218  
(509) 892-1001

Issue Date: June 02, 2011

Control Number: 123578-1

Project Expiration Date: October 31, 2011

FPA/Public Notice #: N/A

8. The bridge deck shall be cleaned of aggregate or earth materials prior to bridge removal. This material shall be disposed of so it will not enter the stream. The bridge deck and superstructure shall be removed.

9. Removal of the existing structure shall be accomplished so the structure and associated material does not enter the stream. Material shall be disposed of so it will not re-enter the stream.

10. As much of the bridge as possible shall be dismantled and mechanically removed. Bridge parts that cannot be mechanically removed may be broken into large sections and dropped into the stream. These sections shall be as large as can safely be handled and shall be removed immediately after they have been dropped.

11. Removal shall be accomplished by mechanical means. This Hydraulic Project Approval does not authorize blasting.

12. Excavation for and placement of the foundation and superstructure shall be outside the OHWL.

13. The bridge structure shall be placed in a manner to minimize damage to the streambed and banks.

14. The bridge shall be constructed to pass high peak flows with consideration of debris likely to be encountered.

15. Riprap materials used for structure protection shall be clean, angular rock, which shall be installed to withstand high peak flows.

16. Where aggregate or earth type material is used for paving or accumulates on the bridge, curbs or wheel guards shall be installed and maintained to prevent the loss of this material into the stream.

17. Curbs or wheel guards shall be located in a manner that will control dirt, debris, etc., from wasting into the stream.

## PROJECT LOCATIONS

### Location #1 7440 Big Alkali Road

WORK START: July 15, 2011				WORK END: October 31, 2011		
WRIA: 35.0570		Waterbody: Alkali Flat Creek (rb)		Tributary to: Snake River		
1/4 SEC: SW 1/4	Section: 09	Township: 14 N	Range: 40 E	Latitude: N 46.71302	Longitude: W 117.80056	County: Whitman
<u>Location #1 Driving Directions</u>						
On county road 7005 at milepost 7.44						



## HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 - See appeal process at end of HPA

Eastern  
2315 N Discovery Place  
Spokane, WA 99218  
(509) 892-1001

Issue Date: June 02, 2011

Control Number: 123578-1

Project Expiration Date: October 31, 2011

FPA/Public Notice #: N/A

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### 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 (formerly RCW 77.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor 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.

Requests for any change to an unexpired HPA must be made in writing. Requests for new HPAs must be made by submitting a new complete application. Send your requests to the department by: mail to the Washington Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to [HPAapplications@dfw.wa.gov](mailto: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.

### APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2260 for more information.

A. INFORMAL APPEALS: WAC 220-110-340 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



# HYDRAULIC PROJECT APPROVAL

RCW 77.55.021 - See appeal process at end of HPA

Eastern  
2315 N Discovery Place  
Spokane, WA 99218  
(509) 892-1001

Issue Date: June 02, 2011

Control Number: 123578-1

Project Expiration Date: October 31, 2011

FPA/Public Notice #: N/A

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 Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to [HPAapplications@dfw.wa.gov](mailto: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 will conduct an informal hearing 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 220-110-350 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 Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to [HPAapplications@dfw.wa.gov](mailto: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.

## ENFORCEMENT: Sergeant Rahn (39) P2

Habitat Biologist

Tom Schirm

509-382-1266

for Director  
WDFW

CC: Officer Weaver W - 179

## APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), you must 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. 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 (509) 892-2300 for more information.

A FORMAL APPEAL: WAC 220-110-350 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.

## **2007 Nationwide Permits, Conditions, Further Information, and Definitions (with corrections)**

### A. Index of Nationwide Permits, Conditions, Further Information, and Definitions

#### *Nationwide Permits*

1. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
12. Utility Line Activities
13. Bank Stabilization
14. Linear Transportation Projects
15. U.S. Coast Guard Approved Bridges
16. Return Water From Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Oil Spill Cleanup
21. Surface Coal Mining Operations
22. Removal of Vessels
23. Approved Categorical Exclusions
24. Indian Tribe or State Administered Section 404 Programs
25. Structural Discharges
26. [Reserved]
27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities
28. Modifications of Existing Marinas
29. Residential Developments
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Facilities
32. Completed Enforcement Actions
33. Temporary Construction, Access, and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste

39. Commercial and Institutional Developments
40. Agricultural Activities
41. Reshaping Existing Drainage Ditches
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
45. Repair of Uplands Damaged by Discrete Events
46. Discharges in Ditches
47. Pipeline Safety Program Designated Time Sensitive Inspections and Repairs
48. Existing Commercial Shellfish Aquaculture Activities
49. Coal Remining Activities
50. Underground Coal Mining Activities

*Nationwide Permit General Conditions*

1. Navigation
2. Aquatic Life Movements
3. Spawning Areas
4. Migratory Bird Breeding Areas
5. Shellfish Beds
6. Suitable Material
7. Water Supply Intakes
8. Adverse Effects from Impoundments
9. Management of Water Flows
10. Fills Within 100-Year Floodplains
11. Equipment
12. Soil Erosion and Sediment Controls
13. Removal of Temporary Fills
14. Proper Maintenance
15. Wild and Scenic Rivers
16. Tribal Rights
17. Endangered Species
18. Historic Properties
19. Designated Critical Resource Waters
20. Mitigation
21. Water Quality
22. Coastal Zone Management
23. Regional and Case-by-Case Conditions
24. Use of Multiple Nationwide Permits
25. Transfer of Nationwide Permit Verifications
26. Compliance Certification
27. Pre-Construction Notification
28. Single and Complete Project

*Further Information*

## *Definitions*

Best management practices (BMPs)  
Compensatory mitigation  
Currently serviceable  
Discharge  
Enhancement  
Ephemeral stream  
Establishment (creation)  
Historic property  
Independent utility  
Intermittent stream  
Loss of waters of the United States  
Non-tidal wetland  
Open water  
Ordinary high water mark  
Perennial stream  
Practicable  
Pre-construction notification  
Preservation  
Re-establishment  
Rehabilitation  
Restoration  
Riffle and pool complex  
Riparian areas  
Shellfish seeding  
Single and complete project  
Stormwater management  
Stormwater management facilities  
Stream bed  
Stream channelization  
Structure  
Tidal wetland  
Vegetated shallows  
Waterbody

## B. Nationwide Permits

1. Aids to Navigation. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66). (Section 10)

2. Structures in Artificial Canals. Structures constructed in artificial canals within principally residential developments where the connection of the canal to a navigable water of the United States has been previously authorized (see 33 CFR 322.5(g)). (Section 10)

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of and within existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend further than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an upland area unless otherwise specifically approved by the district engineer under separate authorization. The placement of riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation or beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). Where maintenance dredging is proposed, the pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities. Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, and clam and oyster digging, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This NWP does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. (Sections 10 and 404)

5. Scientific Measurement Devices. Devices, whose purpose is to measure and record scientific data, such as staff gages, tide gages, water recording devices, water quality testing and improvement devices, and similar structures. Small weirs and flumes constructed primarily to record water quantity and velocity are also authorized provided the discharge is limited to 25 cubic yards. (Sections 10 and 404)

6. Survey Activities. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, and historic resources surveys. For the purposes of this NWP, the term “exploratory trenching” means mechanical land clearing of the upper soil profile to expose bedrock or substrate, for the purpose of mapping or sampling the exposed material. The area in which the exploratory trench is dug must be restored to its pre-construction elevation upon completion of the work. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. This NWP authorizes the construction of temporary pads, provided the discharge does not exceed 25 cubic yards. Discharges and structures associated with the recovery of historic resources are not authorized by this NWP. Drilling and the discharge of excavated material from test wells for oil and gas exploration are not authorized by this NWP; the plugging of such wells is authorized. Fill placed for roads and other similar activities is not authorized by this NWP. The NWP does not authorize any permanent structures. The discharge of drilling mud and cuttings may require a permit under Section 402 of the Clean Water Act. (Sections 10 and 404)

7. Outfall Structures and Associated Intake Structures. Activities related to the construction or modification of outfall structures and associated intake structures, where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted by, or that are otherwise in compliance with regulations issued under the National Pollutant Discharge

Elimination System Program (Section 402 of the Clean Water Act). The construction of intake structures is not authorized by this NWP, unless they are directly associated with an authorized outfall structure.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

8. Oil and Gas Structures on the Outer Continental Shelf. Structures for the exploration, production, and transportation of oil, gas, and minerals on the outer continental shelf within areas leased for such purposes by the Department of the Interior, Minerals Management Service. Such structures shall not be placed within the limits of any designated shipping safety fairway or traffic separation scheme, except temporary anchors that comply with the fairway regulations in 33 CFR 322.5(l). The district engineer will review such proposals to ensure compliance with the provisions of the fairway regulations in 33 CFR 322.5(l). Any Corps review under this NWP will be limited to the effects on navigation and national security in accordance with 33 CFR 322.5(f). Such structures will not be placed in established danger zones or restricted areas as designated in 33 CFR part 334, nor will such structures be permitted in EPA or Corps designated dredged material disposal areas.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 10)

9. Structures in Fleeting and Anchorage Areas. Structures, buoys, floats and other devices placed within anchorage or fleeting areas to facilitate moorage of vessels where the U.S. Coast Guard has established such areas for that purpose. (Section 10)

10. Mooring Buoys. Non-commercial, single-boat, mooring buoys. (Section 10)

11. Temporary Recreational Structures. Temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as water skiing competitions and boat races or seasonal use, provided that such structures are removed within 30 days after use has been discontinued. At Corps of Engineers reservoirs, the reservoir manager must approve each buoy or marker individually. (Section 10)

12. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2 acre of waters of the United States.

Utility lines: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in pre-construction contours. A “utility line” is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term “utility line” does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a

manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2 acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

Foundations for overhead utility line towers, poles, and anchors: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the total discharge from a single and complete project does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR Part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (1) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding

overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials. (See general condition 27.) (Sections 10 and 404)

Note 1: Where the proposed utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters), copies of the pre-construction notification and NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation.

Note 2: Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, accordance with the requirements for temporary fills.

Note 3: Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to Section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

13. Bank Stabilization. Bank stabilization activities necessary for erosion prevention, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless this criterion is waived in writing by the district engineer;
- (c) The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line, unless this criterion is waived in writing by the district engineer;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless this criterion is waived in writing by the district engineer;
- (e) No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any water of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,
- (g) The activity is not a stream channelization activity.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges into special aquatic sites; (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot along the bank below the plane of the ordinary high water mark or the high tide line. (See general condition 27.) (Sections 10 and 404)

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters

of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

15. U.S. Coast Guard Approved Bridges. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills, provided such discharges have been authorized by the U.S. Coast Guard as part of the bridge permit. Causeways and approach fills are not included in this NWP and will require a separate section 404 permit. (Section 404)

16. Return Water From Upland Contained Disposal Areas. Return water from an upland contained dredged material disposal area. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d), even though the disposal itself occurs on the upland and does not require a section 404 permit. This NWP satisfies the technical requirement for a section 404 permit for the return water where the quality of the return water is controlled by the state through the section 401 certification procedures. The dredging activity may require a section 404 permit (33 CFR 323.2(d)), and will require a section 10 permit if located in navigable waters of the United States. (Section 404)

17. Hydropower Projects. Discharges of dredged or fill material associated with hydropower projects having: (a) Less than 5000 kW of total generating capacity at existing reservoirs, where the project, including the fill, is licensed by the Federal Energy Regulatory Commission (FERC) under the Federal Power Act of 1920, as amended; or (b) a licensing exemption granted by the FERC pursuant to Section 408 of the Energy Security Act of 1980 (16 U.S.C. 2705 and 2708) and Section 30 of the Federal Power Act, as amended.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 404)

18. Minor Discharges. Minor discharges of dredged or fill material into all waters of the United States, provided the activity meets all of the following criteria:

(a) The quantity of discharged material and the volume of area excavated do not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;

(b) The discharge will not cause the loss of more than 1/10 acre of waters of the United States; and

(c) The discharge is not placed for the purpose of a stream diversion.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The discharge or the volume of area excavated exceeds 10 cubic yards below the plane of the ordinary high water mark or the high tide line, or (2) the discharge is in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

19. Minor Dredging. Dredging of no more than 25 cubic yards below the plane of the ordinary high water mark or the mean high water mark from navigable waters of the United States (i.e., section 10 waters). This NWP does not authorize the dredging or degradation through siltation of coral reefs, sites that support submerged aquatic vegetation (including sites where submerged aquatic vegetation is documented to exist but may not be present in a given year), anadromous fish spawning areas, or wetlands, or the connection of canals or other artificial waterways to navigable waters of the United States (see 33 CFR 322.5(g)). (Sections 10 and 404)

20. Oil Spill Cleanup. Activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR part 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. This NWP also authorizes activities required for the cleanup of oil releases in waters of the United States from electrical equipment that are governed by EPA's polychlorinated biphenyl spill response regulations at 40 CFR Part 761. (Sections 10 and 404)

21. Surface Coal Mining Operations. Discharges of dredged or fill material into waters of the United States associated with surface coal mining and reclamation operations provided the activities are already authorized, or are currently being processed as part of an integrated permit processing procedure, by the Department of Interior (DOI), Office of Surface Mining (OSM), or by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977.

Notification: The permittee must submit a pre-construction notification to the district engineer and receive written authorization prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

22. Removal of Vessels. Temporary structures or minor discharges of dredged or fill material required for the removal of wrecked, abandoned, or disabled vessels, or the removal of

man-made obstructions to navigation. This NWP does not authorize maintenance dredging, shoal removal, or riverbank snagging.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The vessel is listed or eligible for listing in the National Register of Historic Places; or (2) the activity is conducted in a special aquatic site, including coral reefs and wetlands. (See general condition 27.) If condition 1 above is triggered, the permittee cannot commence the activity until informed by the district engineer that compliance with the “Historic Properties” general condition is completed. (Sections 10 and 404)

Note 1: If a removed vessel is disposed of in waters of the United States, a permit from the U.S. EPA may be required (see 40 CFR 229.3). If a Department of the Army permit is required for vessel disposal in waters of the United States, separate authorization will be required.

Note 2: Compliance with general condition 17, Endangered Species, and general condition 18, Historic Properties, is required for all NWPs. The concern with historic properties is emphasized in the notification requirements for this NWP because of the likelihood that submerged vessels may be historic properties.

23. Approved Categorical Exclusions. Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where:

(a) That agency or department has determined, pursuant to the Council on Environmental Quality's implementing regulations for the National Environmental Policy Act (40 CFR part 1500 et seq.), that the activity is categorically excluded from environmental documentation, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment; and

(b) The Office of the Chief of Engineers (Attn: CECW-CO) has concurred with that agency's or department's determination that the activity is categorically excluded and approved the activity for authorization under NWP 23.

The Office of the Chief of Engineers may require additional conditions, including pre-construction notification, for authorization of an agency's categorical exclusions under this NWP.

Notification: Certain categorical exclusions approved for authorization under this NWP require the permittee to submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The activities that require pre-construction notification are listed in the appropriate Regulatory Guidance Letters. (Sections 10 and 404)

Note: The agency or department may submit an application for an activity believed to be categorically excluded to the Office of the Chief of Engineers (Attn: CECW-CO). Prior to approval for authorization under this NWP of any agency's activity, the Office of the Chief of Engineers will solicit public comment. As of the date of issuance of this NWP, agencies with approved categorical exclusions are the: Bureau of Reclamation, Federal Highway Administration, and U.S. Coast Guard. Activities approved for authorization under this NWP as of the date of this notice are found in Corps Regulatory Guidance Letter 05-07, which is available at:

<http://www.usace.army.mil/inet/functions/cw/cecwo/reg/rglsindx.htm> . Any future approved categorical exclusions will be announced in Regulatory Guidance Letters and posted on this same web site.

24. Indian Tribe or State Administered Section 404 Programs. Any activity permitted by a state or Indian Tribe administering its own section 404 permit program pursuant to 33 U.S.C. 1344(g)-(l) is permitted pursuant to Section 10 of the Rivers and Harbors Act of 1899. (Section 10)

Note 1: As of the date of the promulgation of this NWP, only New Jersey and Michigan administer their own section 404 permit programs.

Note 2: Those activities that do not involve an Indian Tribe or State section 404 permit are not included in this NWP, but certain structures will be exempted by Section 154 of Pub. L. 94-587, 90 Stat. 2917 (33 U.S.C. 591) (see 33 CFR 322.4(b)).

25. Structural Discharges. Discharges of material such as concrete, sand, rock, etc., into tightly sealed forms or cells where the material will be used as a structural member for standard pile supported structures, such as bridges, transmission line footings, and walkways, or for general navigation, such as mooring cells, including the excavation of bottom material from within the form prior to the discharge of concrete, sand, rock, etc. This NWP does not authorize filled structural members that would support buildings, building pads, homes, house pads, parking areas, storage areas and other such structures. The structure itself may require a section 10 permit if located in navigable waters of the United States. (Section 404)

26. [Reserved]

27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas and the restoration and enhancement of non-tidal streams and other non-tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., stream to wetland or vice versa) or uplands. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters,

including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding wetland enhancement, restoration, or establishment agreement between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the OSM or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland that has not been abandoned or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity result in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting: For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) The binding wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSM or the applicable state agency. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification. The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27), except for the following activities:

(1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding wetland enhancement, restoration, or establishment agreement between the landowner and the U.S. FWS, NRCS, FSA, NMFS, NOS, or their designated state cooperating agencies;

(2) Voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or

(3) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSM or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation. (Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee programs. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

28. Modifications of Existing Marinas. Reconfiguration of existing docking facilities within an authorized marina area. No dredging, additional slips, dock spaces, or expansion of any kind within waters of the United States is authorized by this NWP. (Section 10)

29. Residential Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of a single residence, a multiple unit residential development, or a residential subdivision. This NWP authorizes the construction of building foundations and building pads and attendant features that are necessary for the use of the residence or residential development. Attendant features may include but are not limited to roads, parking lots, garages, yards, utility lines, storm water management facilities, septic fields, and recreation facilities such as playgrounds, playing fields, and golf courses (provided the golf course is an integral part of the residential development).

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Subdivisions: For residential subdivisions, the aggregate total loss of waters of United States authorized by this NWP cannot exceed 1/2 acre. This includes any loss of waters of the United States associated with development of individual subdivision lots.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

30. Moist Soil Management for Wildlife. Discharges of dredged or fill material into non-tidal waters of the United States and maintenance activities that are associated with moist soil management for wildlife for the purpose of continuing ongoing, site-specific, wildlife management activities where soil manipulation is used to manage habitat and feeding areas for wildlife. Such activities include, but are not limited to, plowing or disking to impede succession, preparing seed beds, or establishing fire breaks. Sufficient riparian areas must be maintained adjacent to all open water bodies, including streams to preclude water quality degradation due to

erosion and sedimentation. This NWP does not authorize the construction of new dikes, roads, water control structures, or similar features associated with the management areas. The activity must not result in a net loss of aquatic resource functions and services. This NWP does not authorize the conversion of wetlands to uplands, impoundments, or other open water bodies. (Section 404)

Note: The repair, maintenance, or replacement of existing water control structures or the repair or maintenance of dikes may be authorized by NWP 3. Some such activities may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

31. Maintenance of Existing Flood Control Facilities. Discharges of dredged or fill material resulting from activities associated with the maintenance of existing flood control facilities, including debris basins, retention/detention basins, levees, and channels that: (i) were previously authorized by the Corps by individual permit, general permit, by 33 CFR 330.3, or did not require a permit at the time they were constructed, or (ii) were constructed by the Corps and transferred to a non-Federal sponsor for operation and maintenance. Activities authorized by this NWP are limited to those resulting from maintenance activities that are conducted within the “maintenance baseline,” as described in the definition below. Discharges of dredged or fill materials associated with maintenance activities in flood control facilities in any watercourse that have previously been determined to be within the maintenance baseline are authorized under this NWP. This NWP does not authorize the removal of sediment and associated vegetation from natural water courses except when these activities have been included in the maintenance baseline. All dredged material must be placed in an upland site or an authorized disposal site in waters of the United States, and proper siltation controls must be used.

Maintenance Baseline: The maintenance baseline is a description of the physical characteristics (e.g., depth, width, length, location, configuration, or design flood capacity, etc.) of a flood control project within which maintenance activities are normally authorized by NWP 31, subject to any case-specific conditions required by the district engineer. The district engineer will approve the maintenance baseline based on the approved or constructed capacity of the flood control facility, whichever is smaller, including any areas where there are no constructed channels, but which are part of the facility. The prospective permittee will provide documentation of the physical characteristics of the flood control facility (which will normally consist of as-built or approved drawings) and documentation of the approved and constructed design capacities of the flood control facility. If no evidence of the constructed capacity exists, the approved capacity will be used. The documentation will also include best management practices to ensure that the impacts to the aquatic environment are minimal, especially in maintenance areas where there are no constructed channels. (The Corps may request maintenance records in areas where there has not been recent maintenance.) Revocation or modification of the final determination of the maintenance baseline can only be done in accordance with 33 CFR 330.5. Except in emergencies as described below, this NWP cannot be used until the district engineer approves the maintenance baseline and determines the need for mitigation and any regional or activity-specific conditions. Once determined, the maintenance baseline will remain valid for any subsequent reissuance of this NWP. This NWP does not authorize maintenance of a flood control facility that has been abandoned. A flood control facility will be considered abandoned if it has operated at a significantly reduced capacity without needed maintenance being accomplished in a timely manner.

Mitigation: The district engineer will determine any required mitigation one-time only for impacts associated with maintenance work at the same time that the maintenance baseline is approved. Such one-time mitigation will be required when necessary to ensure that adverse environmental impacts are no more than minimal, both individually and cumulatively. Such mitigation will only be required once for any specific reach of a flood control project. However, if one-time mitigation is required for impacts associated with maintenance activities, the district engineer will not delay needed maintenance, provided the district engineer and the permittee establish a schedule for identification, approval, development, construction and completion of any such required mitigation. Once the one-time mitigation described above has been completed, or a determination made that mitigation is not required, no further mitigation will be required for maintenance activities within the maintenance baseline. In determining appropriate mitigation, the district engineer will give special consideration to natural water courses that have been included in the maintenance baseline and require compensatory mitigation and/or best management practices as appropriate.

Emergency Situations: In emergency situations, this NWP may be used to authorize maintenance activities in flood control facilities for which no maintenance baseline has been approved. Emergency situations are those which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if action is not taken before a maintenance baseline can be approved. In such situations, the determination of mitigation requirements, if any, may be deferred until the emergency has been resolved. Once the emergency has ended, a maintenance baseline must be established expeditiously, and mitigation, including mitigation for maintenance conducted during the emergency, must be required as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer before any maintenance work is conducted (see general condition 27). The pre-construction notification may be for activity-specific maintenance or for maintenance of the entire flood control facility by submitting a five-year (or less) maintenance plan. The pre-construction notification must include a description of the maintenance baseline and the dredged material disposal site. (Sections 10 and 404)

32. Completed Enforcement Actions. Any structure, work, or discharge of dredged or fill material remaining in place or undertaken for mitigation, restoration, or environmental benefit in compliance with either:

(i) The terms of a final written Corps non-judicial settlement agreement resolving a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899; or the terms of an EPA 309(a) order on consent resolving a violation of Section 404 of the Clean Water Act, provided that:

(a) The unauthorized activity affected no more than 5 acres of non-tidal waters or 1 acre of tidal waters;

(b) The settlement agreement provides for environmental benefits, to an equal or greater degree, than the environmental detriments caused by the unauthorized activity that is authorized by this NWP; and

(c) The district engineer issues a verification letter authorizing the activity subject to the terms and conditions of this NWP and the settlement agreement, including a specified completion date; or

(ii) The terms of a final Federal court decision, consent decree, or settlement agreement resulting from an enforcement action brought by the United States under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899; or

(iii) The terms of a final court decision, consent decree, settlement agreement, or non-judicial settlement agreement resulting from a natural resource damage claim brought by a trustee or trustees for natural resources (as defined by the National Contingency Plan at 40 CFR subpart G) under Section 311 of the Clean Water Act, Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, Section 312 of the National Marine Sanctuaries Act, Section 1002 of the Oil Pollution Act of 1990, or the Park System Resource Protection Act at 16 U.S.C. 19jj, to the extent that a Corps permit is required.

Compliance is a condition of the NWP itself. Any authorization under this NWP is automatically revoked if the permittee does not comply with the terms of this NWP or the terms of the court decision, consent decree, or judicial/non-judicial settlement agreement. This NWP does not apply to any activities occurring after the date of the decision, decree, or agreement that are not for the purpose of mitigation, restoration, or environmental benefit. Before reaching any settlement agreement, the Corps will ensure compliance with the provisions of 33 CFR part 326 and 33 CFR 330.6(d)(2) and (e). (Sections 10 and 404)

33. Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U.S. Coast Guard. This NWP also authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction, temporary fill must be entirely removed to upland areas, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a section 10 permit if located in navigable waters of the United States. (See 33 CFR part 322.)

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Sections 10 and 404)

34. Cranberry Production Activities. Discharges of dredged or fill material for dikes, berms, pumps, water control structures or leveling of cranberry beds associated with expansion, enhancement, or modification activities at existing cranberry production operations. The cumulative total acreage of disturbance per cranberry production operation, including but not limited to, filling, flooding, ditching, or clearing, must not exceed 10 acres of waters of the United States, including wetlands. The activity must not result in a net loss of wetland acreage. This NWP does not authorize any discharge of dredged or fill material related to other cranberry

production activities such as warehouses, processing facilities, or parking areas. For the purposes of this NWP, the cumulative total of 10 acres will be measured over the period that this NWP is valid.

Notification: The permittee must submit a pre-construction notification to the district engineer once during the period that this NWP is valid, and the NWP will then authorize discharges of dredge or fill material at an existing operation for the permit term, provided the 10-acre limit is not exceeded. (See general condition 27.) (Section 404)

35. Maintenance Dredging of Existing Basins. Excavation and removal of accumulated sediment for maintenance of existing marina basins, access channels to marinas or boat slips, and boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less, provided the dredged material is deposited at an upland site and proper siltation controls are used. (Section 10)

36. Boat Ramps. Activities required for the construction of boat ramps, provided the activity meets all of the following criteria:

(a) The discharge into waters of the United States does not exceed 50 cubic yards of concrete, rock, crushed stone or gravel into forms, or in the form of pre-cast concrete planks or slabs, unless the 50 cubic yard limit is waived in writing by the district engineer;

(b) The boat ramp does not exceed 20 feet in width, unless this criterion is waived in writing by the district engineer;

(c) The base material is crushed stone, gravel or other suitable material;

(d) The excavation is limited to the area necessary for site preparation and all excavated material is removed to the upland; and,

(e) No material is placed in special aquatic sites, including wetlands.

The use of unsuitable material that is structurally unstable is not authorized. If dredging in navigable waters of the United States is necessary to provide access to the boat ramp, the dredging may be authorized by another NWP, a regional general permit, or an individual permit.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The discharge into waters of the United States exceeds 50 cubic yards, or (2) the boat ramp exceeds 20 feet in width. (See general condition 27.) (Sections 10 and 404)

37. Emergency Watershed Protection and Rehabilitation. Work done by or funded by:

(a) The Natural Resources Conservation Service for a situation requiring immediate action under its emergency Watershed Protection Program (7 CFR part 624);

(b) The U.S. Forest Service under its Burned-Area Emergency Rehabilitation Handbook (FSH 509.13);

(c) The Department of the Interior for wildland fire management burned area emergency stabilization and rehabilitation (DOI Manual part 620, Ch. 3);

(d) The Office of Surface Mining, or states with approved programs, for abandoned mine land reclamation activities under Title IV of the Surface Mining Control and Reclamation Act (30 CFR Subchapter R), where the activity does not involve coal extraction; or

(e) The Farm Service Agency under its Emergency Conservation Program (7 CFR part 701).

In general, the prospective permittee should wait until the district engineer issues an NWP verification before proceeding with the watershed protection and rehabilitation activity. However, in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur, the emergency watershed protection and rehabilitation activity may proceed immediately and the district engineer will consider the information in the pre-construction notification any comments received as a result of agency coordination to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). (Sections 10 and 404)

38. Cleanup of Hazardous and Toxic Waste. Specific activities required to effect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Court ordered remedial action plans or related settlements are also authorized by this NWP. This NWP does not authorize the establishment of new disposal sites or the expansion of existing sites used for the disposal of hazardous or toxic waste.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

Note: Activities undertaken entirely on a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site by authority of CERCLA as approved or required by EPA, are not required to obtain permits under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act.

39. Commercial and Institutional Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of commercial and institutional building foundations and building pads and attendant features that are necessary for the use and maintenance of the structures. Attendant features may include, but are not limited to, roads, parking lots, garages, yards, utility lines, storm water management facilities, and recreation facilities such as playgrounds and playing fields. Examples of commercial developments include retail stores, industrial facilities, restaurants, business parks, and shopping centers. Examples of institutional developments include schools, fire stations, government office buildings, judicial buildings, public works buildings, libraries, hospitals, and places of worship. The construction of new golf courses, new ski areas, or oil and gas wells is not authorized by this NWP.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

40. Agricultural Activities. Discharges of dredged or fill material into non-tidal waters of the United States for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include the installation, placement, or construction of drainage

tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches constructed in waters of the United States; and similar activities.

This NWP also authorizes the construction of farm ponds in non-tidal waters of the United States, excluding perennial streams, provided the farm pond is used solely for agricultural purposes. This NWP does not authorize the construction of aquaculture ponds.

This NWP also authorizes discharges of dredged or fill material into non-tidal waters of the United States to relocate existing serviceable drainage ditches constructed in non-tidal streams.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize the relocation of greater than 300 linear feet of existing serviceable drainage ditches constructed in non-tidal streams, unless for drainage ditches constructed in intermittent and ephemeral streams, this 300 linear foot limit is waived in writing by the district engineer.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 404)

Note: Some discharges for agricultural activities may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4). This NWP authorizes the construction of farm ponds that do not qualify for the Clean Water Act Section 404(f)(1)(C) exemption because of the recapture provision at Section 404(f)(2).

41. Reshaping Existing Drainage Ditches. Discharges of dredged or fill material into non-tidal waters of the United States, excluding non-tidal wetlands adjacent to tidal waters, to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in waters of the United States, for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. The reshaping of the ditch cannot increase drainage capacity beyond the original as-built capacity nor can it expand the area drained by the ditch as originally constructed (i.e., the capacity of the ditch must be the same as originally constructed and it cannot drain additional wetlands or other waters of the United States). Compensatory mitigation is not required because the work is designed to improve water quality.

This NWP does not authorize the relocation of drainage ditches constructed in waters of the United States; the location of the centerline of the reshaped drainage ditch must be approximately the same as the location of the centerline of the original drainage ditch. This NWP does not authorize stream channelization or stream relocation projects.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity, if more than 500 linear feet of drainage ditch will be reshaped. (See general condition 27.) (Section 404)

42. Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity,

but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 404)

43. Stormwater Management Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction and maintenance of stormwater management facilities, including the excavation of stormwater ponds/facilities, detention basins, and retention basins; the installation and maintenance of water control structures, outfall structures and emergency spillways; and the maintenance dredging of existing stormwater management ponds/facilities and detention and retention basins.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize discharges of dredged or fill material for the construction of new stormwater management facilities in perennial streams.

Notification: For the construction of new stormwater management facilities, or the expansion of existing stormwater management facilities, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) Maintenance activities do not require pre-construction notification if they are limited to restoring the original design capacities of the stormwater management facility. (Section 404)

44. Mining Activities. Discharges of dredged or fill material into non-tidal waters of the United States for mining activities, except for coal mining activities. The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) If reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the pre-construction notification. (Sections 10 and 404)

45. Repair of Uplands Damaged by Discrete Events. This NWP authorizes discharges of dredged or fill material, including dredging or excavation, into all waters of the United States for activities associated with the restoration of upland areas damaged by storms, floods, or other discrete events. This NWP authorizes bank stabilization to protect the restored uplands. The restoration of the damaged areas, including any bank stabilization, must not exceed the contours, or ordinary high water mark, that existed before the damage occurred. The district engineer retains the right to determine the extent of the pre-existing conditions and the extent of any restoration work authorized by this NWP. The work must commence, or be under contract to

commence, within two years of the date of damage, unless this condition is waived in writing by the district engineer. This NWP cannot be used to reclaim lands lost to normal erosion processes over an extended period.

Minor dredging is limited to the amount necessary to restore the damaged upland area and should not significantly alter the pre-existing bottom contours of the waterbody.

Notification: The permittee must submit a pre-construction notification to the district engineer (see general condition 27) within 12-months of the date of the damage. The pre-construction notification should include documentation, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration. (Sections 10 and 404)

Note: Uplands lost as a result of a storm, flood, or other discrete event can be replaced without a section 404 permit, if the uplands are restored to the ordinary high water mark (in non-tidal waters) or high tide line (in tidal waters). (See also 33 CFR 328.5.)

46. Discharges in Ditches. Discharges of dredged or fill material into non-tidal ditches that are: (1) constructed in uplands, (2) receive water from an area determined to be a water of the United States prior to the construction of the ditch, (3) divert water to an area determined to be a water of the United States prior to the construction of the ditch, and (4) are determined to be waters of the United States. The discharge must not cause the loss of greater than one acre of waters of the United States.

This NWP does not authorize discharges of dredged or fill material into ditches constructed in streams or other waters of the United States, or in streams that have been relocated in uplands. This NWP does not authorize discharges of dredged or fill material that increase the capacity of the ditch and drain those areas determined to be waters of the United States prior to construction of the ditch.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 404)

47. Pipeline Safety Program Designated Time Sensitive Inspections and Repairs. Activities required for the inspection, repair, rehabilitation, or replacement of any currently serviceable structure or fill for pipelines that have been identified by the Pipeline and Hazardous Materials Safety Administration's Pipeline Safety Program (PHP) within the U.S. Department of Transportation as time-sensitive (see 49 CFR parts 192 and 195) and additional maintenance activities done in conjunction with the time-sensitive inspection and repair activities. All activities must meet the following criteria:

(a) Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable when temporary structures, work and discharges, including cofferdams, are necessary for construction activities or access fills or dewatering of construction sites;

(b) Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided that the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect);

(c) Temporary fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the

affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate;

(d) In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench so that there is no change in preconstruction contours;

(e) To the maximum extent practicable, the restoration of open waters must be to the pre-construction course, condition, capacity, and location of the waterbody;

(f) Any exposed slopes and stream banks must be stabilized immediately upon completion of the project;

(g) Additional maintenance activities done in conjunction with the time-sensitive inspection or repair must not result in additional losses of waters of the United States; and,

(h) The permittee is a participant in the Pipeline Repair and Environmental Guidance System (PREGS).

Reporting: The permittee must submit a post construction report to the PHP within seven days after completing the work. The report must be submitted electronically to PHP via PREGS. The report must contain the following information: project sites located in waters of the United States, temporary access routes, stream dewatering sites, temporary fills and temporary structures identified on a map of the pipeline corridor; photographs of the pre- and post-construction work areas located in waters of the United States; and a list of best management practices employed for each pipeline segment shown on the map. (Section 10 and 404)

Note: Division engineers may modify this NWP by adding regional conditions to protect the aquatic environment, as long as those regional conditions do not require pre-construction notification or other actions that would delay time sensitive inspections and repairs. Examples of appropriate regional conditions include best management practices.

48. Existing Commercial Shellfish Aquaculture Activities. This NWP authorizes the installation of buoys, floats, racks, trays, nets, lines, tubes, containers, and other structures necessary for the continued operation of the existing commercial aquaculture activity. This NWP also authorizes discharges of dredged or fill material necessary for shellfish seeding, rearing, cultivating, transplanting, and harvesting activities. Rafts and other floating structures must be securely anchored and clearly marked.

This NWP does not authorize new operations or the expansion of the project area for an existing commercial shellfish aquaculture activity. This NWP does not authorize the cultivation of new species (i.e., species not previously cultivated in the waterbody). This NWP does not authorize attendant features such as docks, piers, boat ramps, stockpiles, staging areas, or the deposition of shell material back into waters of the United States as waste.

Reporting: For those activities that do not require pre-construction notification, the permittee must submit a report to the district engineer that includes the following information: (1) the size of the project area for the commercial shellfish aquaculture activity (in acres); (2) the location of the activity; (3) a brief description of the culture method and harvesting method(s); (4) the name(s) of the cultivated species; and (5) whether canopy predator nets are being used. This is a subset of the information that would be required for pre-construction notification. This report may be provided by letter or using an optional reporting form provided by the Corps. Only one report needs to be submitted during the period this NWP is valid, as long as there are no changes to the operation that require pre-construction notification. The report must be submitted to the district engineer within 90 days of the effective date of this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer if: (1) the project area is greater than 100 acres; or (2) there is any reconfiguration of the aquaculture activity, such as relocating existing operations into portions of the project area not previously used for aquaculture activities; or (3) there is a change in species being cultivated; or (4) there is a change in culture methods (e.g., from bottom culture to off-bottom culture); or (5) dredge harvesting, tilling, or harrowing is conducted in areas inhabited by submerged aquatic vegetation. (See general condition 27.) (Sections 10 and 404)

Note: The permittee should notify the applicable U.S. Coast Guard office regarding the project.

49. Coal Remining Activities. Discharges of dredged or fill material into non-tidal waters of the United States associated with the remining and reclamation of lands that were previously mined for coal, provided the activities are already authorized, or are currently being processed as part of an integrated permit processing procedure, by the Department of Interior (DOI) Office of Surface Mining (OSM), or by states with approved programs under Title IV or Title V of the Surface Mining Control and Reclamation Act of 1977. Areas previously mined include reclaimed mine sites, abandoned mine land areas, or lands under bond forfeiture contracts. The permittee must clearly demonstrate to the district engineer that the reclamation plan will result in a net increase in aquatic resource functions. As part of the project, the permittee may conduct coal mining activities in an adjacent area, provided the newly mined area is less than 40 percent of the area being remined plus any unmined area necessary for the reclamation of the remined area.

Notification: The permittee must submit a pre-construction notification to the district engineer and receive written authorization prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

50. Underground Coal Mining Activities. Discharges of dredged or fill material into non-tidal waters of the United States associated with underground coal mining and reclamation operations provided the activities are authorized, or are currently being processed as part of an integrated permit processing procedure, by the Department of Interior (DOI), Office of Surface Mining (OSM), or by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977.

This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize coal preparation and processing activities outside of the mine site.

Notification: The permittee must submit a pre-construction notification to the district engineer and receive written authorization prior to commencing the activity. (See general condition 27.) If reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the pre-construction notification. (Sections 10 and 404)

Note: Coal preparation and processing activities outside of the mine site may be authorized by NWP 21.

### C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should

contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized

under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal “takes” of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State

Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:  
“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate

the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
- (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) Forty-five calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained.

Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment

(after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

#### D. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

#### E. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration, establishment (creation), enhancement, or preservation of aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a

decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through

which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a “single and complete project” is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States that, during a year with normal patterns of precipitation, has water flowing or standing above ground to the extent that an ordinary high water mark (OHWM) or other indicators of jurisdiction can be determined, as well as any wetland area (see 33 CFR 328.3(b)). If a jurisdictional wetland is adjacent--meaning bordering, contiguous, or neighboring--to a jurisdictional waterbody displaying an OHWM or other indicators of jurisdiction, that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

# **TEMPORARY EROSION SEDIMENT CONTROL PLAN NARRATIVE**

Neel Bridge Replacement  
County Road Bridge Project No. 7005-07.44(2)

Federal Aid No.: BRS-38CG(001)

Whitman County Public Works

Planned for Summer of 2011

County Engineer:  
W. Mark Storey, P.E.

## **Purpose of Narrative**

This Temporary Erosion Sediment Control (TESC) Plan is designed to establish when, where, and how specific best management practices (BMP's) will be implemented to prevent erosion and the transport of sediment from and on the project site during construction. Due to the unpredictable nature of weather and construction conditions, the TESC plan is a “living document” and is subject to additions and modifications to successfully prevent erosion throughout construction. It also allows Whitman County to meet its internal policy as well as construction permit requirements by having a printed copy of the plan on the construction site for agency review.

Should field conditions during construction require additional BMP's or changes to the temporary BMP's, this plan shall be jointly modified by the Contractor's Onsite Representative, Erosion Sediment Control (ESC) Lead, Whitman County Onsite Representative, and submitted to the Whitman County Engineer for approval. During active work, the Contractor shall keep the TESC Plan and BMP inspection reports on site. When construction activity is complete Whitman County shall retain the TESC Plan, inspection reports, and all other reports required by the contract.

## **Location of Project**

The project is located on County Road No. 7005 from milepost 7.40± to milepost 7.48± in Section 9, Township 14 North, Range 40 East, W.M. approximately 5 miles northeast of Hay, Washington.

## **Description of Work**

This contract provides for the replacement of Neel Bridge with a 32 foot wide, 65 foot long prestressed precast concrete void deck bridge. The work will consist of removing the existing structure, placing footings, abutments, deck, guardrail and grading, draining, embankment and surfacing of the bridge approaches, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

## **TESC Element 1: Mark Clearing Limits**

Risk Analysis: Low risk - Drainage Banks are covered by TESC Element 4 &6.  
BMPs Identified: Silt Fence.

## **TESC Element 2: Establish Construction Access**

Risk Analysis: Low Risk. – Access is via a closed portion of a bst road that is closed to all but construction traffic. Through traffic will be detoured away from the construction activity.  
BMPs Identified: n/a

### **TESC Element 3: Control Flow Rates**

Risk Analysis: n/a  
BMPs Identified: n/a

### **TESC Element 4: Install Sediment Controls**

Risk Analysis: High risk of soil transport if a rain or high water event occurs during the construction on the unprotected banks, but there is low risk of rain/high water event as construction is during dry season, and banks will be protected relatively early in the project by Riprap and Filter Blanket.  
BMPs Identified: Silt Fence.

### **TESC Element 5: Stabilize Soils**

Risk Analysis: Low Risk - Sloped areas will be stabilized by seeding.  
BMPs Identified: Seeding

### **TESC Element 6: Protect Slopes**

Risk Analysis: High risk of soil transport if a rain or high water event occurs during the construction on the unprotected banks, but there is low risk of rain/high water event as construction is during dry season, and banks will be protected relatively early in the project by Riprap and Filter Blanket.  
BMPs Identified: Riprap and Filter Blanket

### **TESC Element 7: Protect Drain Inlets**

Risk Analysis: n/a  
BMPs Identified: n/a

### **TESC Element 8: Stabilize Channels and Outlets**

Risk Analysis: n/a  
BMPs Identified: n/a

### **TESC Element 9: Control Pollutants [1-07.15(1)]**

Risk Analysis: Very Low Risk – Both HPA and SPCC are required and address pollutant control.  
BMPs Identified: HPA and SPCC

### **TESC Element 10: Control Dewatering [8-01.3(1)]**

Risk Analysis: n/a  
BMPs Identified: n/a

## **TESC Element 11: Maintain BMPs [8-01.3(15)]**

Risk Analysis: Very Low Risk - Construction during dry season and an ESC Lead is required.  
BMPs Identified: ESC Lead

## **TESC Element 12: Manage the Project [1-07.5(2); 8-01.3(1)B]**

Risk Analysis: Very Low Risk - Construction during dry season and an ESC Lead is required.  
BMPs Identified: ESC Lead

## Required Contract Provisions Federal-Aid Construction Contracts

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### I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his 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, 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, preapprenticeship, and/or on-the-job training."

the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure 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 his 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 his avenues of appeal.

6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 who 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.
- 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 minority group employees.
- 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have

minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

1. The number 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;
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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-139f. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### iii. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

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

d. The contractor will periodically review the training and promotion potential of minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best 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, 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 SHA 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 minority and women 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, national origin, age or disability; making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful

religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**
  - a. All mechanics and laborers employed or working upon the site of the work 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
  - b. 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.

- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.  
The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- b.
  1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;
  3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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.

- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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, 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.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

- a. Apprentices:
  1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate)

specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
  - b. Trainees:
    1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
    2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
    3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **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. 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 journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, 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.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. **STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deduction made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the

labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed 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 the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job, if the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor or Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII 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. 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

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 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA 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.

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 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. 333).

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. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

X. **IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**  
(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary 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.
- g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.

- 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.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-  
-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;
  - c. 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier 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.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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.
- 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 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.

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 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 recipients shall certify and disclose accordingly.

- 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.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII.**

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**  
(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.

**AMENDMENT  
REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**  
(Exclusive of Appalachian Contracts)

Section I, General, is supplemented with the following:

7. Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:
  - (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
  - (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

The Contractor shall include the following provision in all contracts, subcontracts, and other contracts for services for an ARRA funded project:

"Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General."

"Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general."

Under Section II, Paragraph 8b is revised as follows:

The reference to 49 CFR 23 is revised to read 49 CFR 26.

Under Section II, Paragraph 8b is supplemented with the following:

The contractor, sub-recipient 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 USDOT-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.

Amendment to Form FHWA 1273  
Revised March 26, 2009

Under Section II, in accordance with standard specification 1-08.1(1) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its sub-recipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

Under Section IV, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

Under Section V, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section V, Paragraph 2a is revised by deleting "helpers".

Under Section V, Paragraph 2b, the first sentence is revised to read:

"The payroll records shall contain the name and an individually identifying number (e.g., the last four digits of the employee's social security number) for each such employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked; deductions made; and actual wages paid. Payrolls shall not include the full social security number and home address of covered workers. Contractors and subcontractors shall maintain the full social security number and home address of each covered worker and shall provide them to the SHA upon request."

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Section VI, Records Of Material, Supplies, And Labor, is deleted



# APPENDIX C



General Decision Number: WA100001 07/01/2011 WA1  
 Superseded General Decision Number: WA20080001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date	Modification Number	Publication Date
0	03/12/2010	20	5/13/2011
1	03/19/2010	21	06/10/2011
2	04/16/2010	22	06/17/2011
3	07/02/2010	23	06/24/2011
4	07/30/2010	24	07/01/2011
5	08/06/2010		
6	08/20/2010		
7	09/10/2010		
8	09/24/2010		
9	10/01/2010		
10	10/08/2010		
11	10/15/2010		
12	11/05/2010		
13	11/12/2010		
14	11/26/2010		
15	12/03/2010		
16	01/07/2011		
17	01/21/2011		
18	03/11/2011		
19	04/15/2011		

CARP0001-008 09/01/2009

Rates Fringes

Carpenters:  
 COLUMBIA RIVER AREA - ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES  
 GROUP 1: .....\$ 27.73  
 GROUP 2: .....\$ 29.73  
 GROUP 3: .....\$ 28.00  
 GROUP 4: .....\$ 27.73  
 GROUP 5: .....\$ 63.50  
 GROUP 6: .....\$ 30.75  
 GROUP 7: .....\$ 31.75  
 GROUP 8: .....\$ 28.00  
 GROUP 9: .....\$ 33.75

WA100001 Modification 24  
 Federal Wage Determinations for Highway Construction

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS AND WHITMAN COUNTIES

GROUP 1: .....\$ 26.06  
 GROUP 2: .....\$ 28.06  
 GROUP 3: .....\$ 26.32  
 GROUP 4: .....\$ 26.06  
 GROUP 5: .....\$ 60.14  
 GROUP 6: .....\$ 29.07  
 GROUP 7: .....\$ 30.07  
 GROUP 8: .....\$ 27.32  
 GROUP 9: .....\$ 33.07

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 carpenters  
 GROUP 5: Diver Wet  
 GROUP 6: Diver Tender, Manifold Operator, ROV Operator  
 GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator Not Under Pressure  
 GROUP 8: Assistant Tender, ROV Tender/Technician  
 GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1 0-40 MILES FREE  
 ZONE 2 41-65 MILES \$2.25/PER HOUR  
 ZONE 3 66-100 MILES \$3.25/PER HOUR  
 ZONE 4 OVER 100 MILES \$4.75/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D'ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

WA100001 Modification 24  
 Federal Wage Determinations for Highway Construction

CARPENTERS: MOSCOW (302 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.

CARP0003-006 06/01/2007

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 27.56	13.30
DIVERS TENDERS.....	\$ 30.28	13.30
DIVERS.....	\$ 68.84	13.30
DRYWALL.....	\$ 27.56	13.30
MILLWRIGHTS.....	\$ 28.04	13.30
PILEDRIVERS.....	\$ 28.04	13.30

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET  
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET  
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85  
Zone 3 - 1.25  
Zone 4 - 1.70  
Zone 5 - 2.00  
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER. (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities  
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities  
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities  
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities  
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities  
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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 CARP0770-003 06/01/2009

Rates Fringes

Carpenters:  
 CENTRAL WASHINGTON:  
 CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES  
 CARPENTERS ON CREOSOTE MATERIAL.....\$ 25.25  
 CARPENTERS.....\$ 35.39  
 DIVERS TENDER.....\$ 39.15  
 DIVERS.....\$ 87.20  
 MILLWRIGHT AND MACHINE ERECTORS.....\$ 36.39  
 FILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING.....\$ 35.59  
 11.97

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND FILEDRIVERS

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
Chehal	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 FILEDRIVER 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  
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Rates Fringes

Carpenters:

WESTERN WASHINGTON:  
 CLALLAM, GRAYS HARBOR,  
 ISLAND, JEFFERSON, KING,  
 KITSAP, LEWIS (excludes  
 piledrivers only), 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  
 BRIDGE CARPENTERS.....\$ 35.39 13.08  
 CARPENTERS ON CREOSOTE  
 MATERIAL.....\$ 35.49 13.08  
 CARPENTERS.....\$ 35.39 13.08  
 DIVERS TENDER.....\$ 39.15 13.08  
 DIVERS.....\$ 87.20 13.08  
 MILLWRIGHT AND MACHINE  
 ERECTORS.....\$ 36.39 13.08  
 PILEDRIIVER, DRIVING,  
 PULLING, CUTTING, PLACING  
 COLLARS, SETTING, WELDING  
 OR CREOSOTE TREATED  
 MATERIAL, ALL PILING.....\$ 35.59 13.08

(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 PILEDRIIVER 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

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 ELEC0046-001 06/01/2009

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.89	3*+15.71
ELECTRICIAN.....	\$ 40.81	3*+15.71

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 \* ELEC0048-003 07/01/2011

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.66	17.49
ELECTRICIAN.....	\$ 36.05	17.38

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.

ELEC0073-001 01/01/2010

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 28.62	3%+12.98
ELECTRICIAN.....	\$ 28.52	14.44

ELEC0076-002 09/01/2009

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.32	3%+16.45
ELECTRICIAN.....	\$ 34.84	3%+16.40

ELEC0112-005 07/01/2010

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 36.70	3%+13.73
ELECTRICIAN.....	\$ 35.20	3%+14.23

ELEC0191-003 02/01/2010

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.09	13.75
ELECTRICIAN.....	\$ 38.26	13.64

ELEC0191-004 02/01/2010

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.24	13.59
ELECTRICIAN.....	\$ 34.76	13.48

ELEC0970-001 01/01/2009

COWLITZ AND WAHIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 34.68	3%+9.59
ELECTRICIAN.....	\$ 31.53	3%+9.59

ENG10302-003 06/01/2009

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 JUAN, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

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 manifolds), 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 mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradschecker, 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

Category B Projects: 95% of the basic hourly reate for each group plus full fringe benefits applicable to category A projects shall apply to the following projects. 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
- 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.

#### Zone Differential (Add to Zone 1 rates):

- Zone 2 (26-45 radius miles) - \$ .70
- Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

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 ENGI0370-002 06/01/2011  
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 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 operators:		
GROUP 1A.....	\$ 24.41	12.05
GROUP 1.....	\$ 24.76	12.05
GROUP 2.....	\$ 25.08	12.05
GROUP 3.....	\$ 25.69	12.05
GROUP 4.....	\$ 25.85	12.05
GROUP 5.....	\$ 26.01	12.05
GROUP 6.....	\$ 26.29	12.05
GROUP 7.....	\$ 26.56	12.05
GROUP 8.....	\$ 27.66	12.05

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 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner  
 GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors  
 (under 2000 CFM, gas, diesel, or electric power); Deck  
 Hand; Drillers Helper (Assist driller in making drill rod  
 connections, service drill engine and air compressor,  
 repair drill rig and drill tools, drive drill support truck  
 to and on the job site, remove drill cuttings from around  
 bore hole and inspect drill rig while in operation);  
 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 Pumpmixer (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  
 Leveeman; 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 (Dumor, Adams or  
 similar); Generator Plant Engineers (diesel or electric);  
 Gunite Combination Mixer & Compressor; Locomotive  
 Engineer; Mixer/mobile; 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; Roller (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 & Stifflegs (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Keohring 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.

ENGI0612-006 06/01/2009

LEWIS, PIERCE, 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 operators:		
GROUP 1A.....	\$ 35.79	15.15
GROUP 1AA.....	\$ 36.36	15.15
GROUP 1AAA.....	\$ 36.92	15.15
GROUP 1.....	\$ 35.24	15.15
GROUP 2.....	\$ 34.75	15.15
GROUP 3.....	\$ 34.33	15.15
GROUP 4.....	\$ 31.97	15.15

Zone Differential (Add to Zone 1 rates):  
 Zone 2 (26-45 radius miles) = \$ .70  
 Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader-overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagom; Scrapers-self-propelled 45 yards and over; Slipform pavers; Frangiers, 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 oller/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-lift materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oller/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; Grader/loader, stakeholder; Hydraulic/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:
- 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.
  - Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
  - 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
- 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.

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ENGI0701-002 01/01/2011

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE I

	Rates	Fringes
Power equipment operators:		
(See Footnote A)		
GROUP 1.....	\$ 37.27	12.35
GROUP 1A.....	\$ 39.13	12.35
GROUP 1B.....	\$ 41.00	12.35
GROUP 2.....	\$ 35.64	12.35
GROUP 3.....	\$ 34.64	12.35
GROUP 4.....	\$ 33.71	12.35
GROUP 5.....	\$ 32.60	12.35
GROUP 6.....	\$ 29.61	12.35

- Zone Differential (add to Zone 1 rates):  
Zone 2 - \$3.00  
Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; WARIOR; 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 Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadline, D10, D11, and similar type; Bulldozer Robotic Equipment (any type); CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs.; through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Gal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Boping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting

Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY; Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERs: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR; Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED; tractor operator, rubber-tired, over 50 hp, flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip loader, drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type);

Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs.; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Achey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job site; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator; (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamber Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic

Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade  
 Oiler; TUNNEL: Conveyor operator; Air filtration equipment  
 operator  
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 IRON0014-005 07/01/2010

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,  
 GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,  
 STEVENS, WALLA WALLA AND WHITMAN COUNTIES  
 Rates Fringes  
 IRONWORKER.....\$ 31.09 19.60  
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 IRON0029-002 07/01/2010

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAJUM  
 COUNTIES  
 Rates Fringes  
 IRONWORKER.....\$ 33.62 19.60  
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 IRON0086-002 07/01/2010

YAKIMA, KITITIAS AND CHELAN COUNTIES  
 Rates Fringes  
 IRONWORKER.....\$ 31.09 19.60  
 -----  
 IRON0086-004 07/01/2010

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,  
 MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES  
 Rates Fringes  
 IRONWORKER.....\$ 37.67 19.60  
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LABO0001-002 06/01/2009  
 ZONE 1:  
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Laborsers:  
 CALLAM, GRAYS HARBOR,  
 ISLAND, JEFFERSON, KING,  
 KITSAP, LEWIS, MASON,  
 PACIFIC (NORTH OF STRAIGHT  
 LINE MADE BY EXTENDING THE  
 NORTH BOUNDARY WAHKAJUM  
 COUNTY WEST TO THE PACIFIC  
 OCEAN), PIERCE, SAN JUAN,  
 SKAGIT, SNOHOMISH,  
 THURSTON AND WHATCOM  
 COUNTIES  
 GROUP 1.....\$ 21.77 9.07  
 GROUP 2.....\$ 24.86 9.07  
 GROUP 3.....\$ 30.96 9.07  
 GROUP 4.....\$ 31.70 9.07  
 GROUP 5.....\$ 32.21 9.07  
 CHELAN, DOUGLAS (WEST OF  
 THE 120TH MERIDIAN),  
 KITITIAS AND YAKIMA  
 COUNTIES  
 GROUP 1.....\$ 17.95 9.07  
 GROUP 2.....\$ 20.58 9.07  
 GROUP 3.....\$ 22.54 9.07  
 GROUP 4.....\$ 23.09 9.07  
 GROUP 5.....\$ 23.48 9.07

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
 TOWNSEND, FT. 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 chaired 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, alatrac); 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); Tamber and Similar electric, air and gas 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).

LABO0238-004 06/01/2011

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 21.31	10.00
GROUP 2.....	\$ 23.41	10.00
GROUP 3.....	\$ 23.68	10.00
GROUP 4.....	\$ 23.95	10.00
GROUP 5.....	\$ 24.23	10.00
LABORER (SPOKANE)		
GROUP 1.....	\$ 21.01	10.00
GROUP 2.....	\$ 23.11	10.00
GROUP 3.....	\$ 23.38	10.00
GROUP 4.....	\$ 23.65	10.00
GROUP 5.....	\$ 23.93	10.00

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.  
Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of 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 Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; 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; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 6 - Powderman

\* LAB00238-006 06/01/2011

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORELLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

Hod Carrier	Rates	Fringes
LAB00335-001 06/01/2010	\$ 23.95	9.95

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKOM COUNTY WEST TO THE PACIFIC OCEAN), SRAMANTIA AND WAHKIAKOM COUNTIES

Rates Fringes

Zone 1:		
GROUP 1	\$ 27.51	10.15
GROUP 2	\$ 28.11	10.15
GROUP 3	\$ 28.55	10.15
GROUP 4	\$ 28.93	10.15
GROUP 5	\$ 25.01	10.15
GROUP 6	\$ 22.59	10.15
GROUP 7	\$ 19.39	10.15

Labors:

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: GOLDDALE, 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 Buckler (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screamers; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Sealers, 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; 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 Nozelman; Grade Checker; Pipelayer; Laser Beam (pipelayer) - 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

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LAB00335-019 06/01/2008

	Rates	Fringes
Hod Carrier.....	\$ 29.58	8.40

PAIN005-002 07/01/2010

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
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Painters:		
STRIPERS.....	\$ 27.74	11.66

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PAIN005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SRAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

\* PAIN005-006 07/01/2010

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
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Painters:		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 21.50	7.98
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 19.93	7.98
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.

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PAIN005-002 04/01/2011

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
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Painters:		
Brush & Roller.....	\$ 20.00	7.71
High work - All work 60 ft. or higher.....	\$ 23.05	7.71
Spray and Sandblasting.....	\$ 23.05	7.71

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PAIN005-007 06/01/2011

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
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Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 33.46	8.81

PLAS0072-004 06/01/2010

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.....\$ 24.53 11.32

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

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 06/01/2011

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHIAKUM AND WHATCOM COUNTIES

Rates Fringes

Cement Masons:  
CEMENT MASON.....\$ 35.40 13.75  
COMPOSITION, TROWEL  
MACHINE, GRINDER, POWER  
TOOLS, GUNNITE NOZZLE.....\$ 35.90 13.75  
TROWLING MACHINE OPERATOR  
ON COMPOSITION.....\$ 36.90 13.75

PLAS0555-002 06/01/2009

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

Rates Fringes

Cement Masons:  
CEMENT MASONS DOING BOTH  
COMPOSITION/POWER  
MACHINERY AND  
SUSPENDED/HANGING SCAFFOLD..\$ 29.94 15.59  
CEMENT MASONS ON  
SUSPENDED, SWINGING AND/OR  
HANGING SCAFFOLD.....\$ 29.41 15.59  
CEMENT MASONS.....\$ 28.87 15.59  
COMPOSITION WORKERS AND  
POWER MACHINERY OPERATORS....\$ 29.41 15.59

WA100001 Modification 24

Federal Wage Determinations for Highway Construction

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 06/01/2009

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHIAKUM COUNTIES

Rates Fringes

Truck drivers:

ZONE 1  
GROUP 1.....\$ 26.90 12.75  
GROUP 2.....\$ 27.02 12.75  
GROUP 3.....\$ 27.15 12.75  
GROUP 4.....\$ 27.41 12.75  
GROUP 5.....\$ 27.63 12.75  
GROUP 6.....\$ 27.79 12.75  
GROUP 7.....\$ 27.99 12.75

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.

WA100001 Modification 24

Federal Wage Determinations for Highway Construction

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-Weilder-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 06/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, WASON, 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

Truck drivers:	Rates	Fringes
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60
GROUP 3:.....	\$ 28.22	14.60
GROUP 4:.....	\$ 23.25	14.60
GROUP 5:.....	\$ 31.42	14.60

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	BELLEVIEW
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; Buggy/mobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorcocker, Tournowagon, Tournotrailer, Cat 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, Flanerty 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, Tournorrockers, Tournwagon, Turnotrailier, 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.

TEAM0760-002 06/01/2009

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Zone	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1:		
GROUP 1	.....\$ 20.02	10.86
GROUP 2	.....\$ 22.29	10.86
GROUP 3	.....\$ 22.79	10.86
GROUP 4	.....\$ 23.12	10.86
GROUP 5	.....\$ 23.23	10.86
GROUP 6	.....\$ 23.40	10.86
GROUP 7	.....\$ 23.93	10.86
GROUP 8	.....\$ 24.26	10.86

Zone Differential (Add to Zone 1 rate: Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, 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); Fireperson; 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, DMs & 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 spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four (4) and eight (8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**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:**  
**5/9/2011**

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Whitman	Asbestos Abatement Workers	Journey Level	\$32.26	5D	1H	
Whitman	Boilermakers	Journey Level	\$59.69	5N	1C	
Whitman	Brick Mason	Journey Level	\$40.03	5A	1M	
Whitman	Building Service Employees	Janitor	\$8.67		1	
Whitman	Building Service Employees	Shampooer	\$11.14		1	
Whitman	Building Service Employees	Waxer	\$8.67		1	
Whitman	Building Service Employees	Window Cleaner	\$8.67		1	
Whitman	Cabinet Makers (In Shop)	Journey Level	\$12.00		1	
Whitman	Carpenters	Carpenters	\$37.16	5A	1B	8N
Whitman	Cement Masons	Journey Level	\$35.85	7B	1N	
Whitman	Divers & Tenders	Diver	\$80.48	5A	1B	8A
Whitman	Divers & Tenders	Diver on Standby	\$45.79	5A	1B	
Whitman	Divers & Tenders	Diver Tender	\$44.79	5A	1B	
Whitman	Divers & Tenders	Diving Master	\$54.23	5A	1B	
Whitman	Divers & Tenders	Surface RCV & ROV Operator	\$44.79	5A	1B	
Whitman	Divers & Tenders	Surface RCV & ROV Operator Tender	\$43.04	5A	1B	
Whitman	Dredge Workers	Assistant Engineer	\$47.09	5D	1N	8D
Whitman	Dredge Workers	Assistant Mate(deckhand)	\$46.58	5D	1N	8D
Whitman	Dredge Workers	Boatmen	\$47.09	5D	1N	8D
Whitman	Dredge Workers	Engineer Oiler	\$47.14	5D	1N	8D
Whitman	Dredge Workers	Leverman, Hydraulic	\$48.71	5D	1N	8D
Whitman	Dredge Workers	Maintenance	\$46.58	5D	1N	8D
Whitman	Dredge Workers	Mates	\$47.09	5D	1N	8D
Whitman	Dredge Workers	Oiler	\$46.58	5D	1N	8D
Whitman	Drywall Applicator	Journey Level	\$37.16	5A	1B	8N
Whitman	Drywall Tapers	Journey Level	\$21.03		1	
Whitman	Electrical Fixture Maintenance	Journey Level	\$8.67		1	

	Workers				
Whitman	Electricians - Inside	Journeyman	\$42.96	<u>7G</u>	<u>1E</u>
Whitman	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>
Whitman	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>
Whitman	Electricians - Powerline Construction	Cable Splicer	\$63.04	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Certified Line Welder	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Groundperson	\$41.06	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Head Groundperson	\$43.33	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Jackhammer Operator	\$43.33	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Journey Level Lineperson	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Line Equipment Operator	\$48.64	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Pole Sprayer	\$57.61	<u>5A</u>	<u>4A</u>
Whitman	Electricians - Powerline Construction	Powderperson	\$43.33	<u>5A</u>	<u>4A</u>
Whitman	Electronic Technicians	Journey Level	\$20.80		<u>1</u>
Whitman	Elevator Constructors	Mechanic	\$67.91	<u>7D</u>	<u>4A</u>
Whitman	Elevator Constructors	Mechanic In Charge	\$73.87	<u>7D</u>	<u>4A</u>
Whitman	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$9.96		<u>1</u>
Whitman	Fence Erectors	Fence Erector	\$17.29		<u>1</u>
Whitman	Flaggers	Journey Level	\$30.16	<u>7B</u>	<u>1M</u>
Whitman	Glaziers	Journey Level	\$15.63		<u>1</u>
Whitman	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$22.73		<u>1</u>
Whitman	Heating Equipment Mechanics	Journey Level	\$22.34		<u>1</u>
Whitman	Hod Carriers & Mason Tenders	Journey Level	\$33.69	<u>7B</u>	<u>1M</u>
Whitman	Industrial Engine And Machine Mechanics	Journey Level	\$15.65		<u>1</u>
Whitman	Industrial Power Vacuum Cleaner	Journey Level	\$9.24		<u>1</u>
Whitman	Inland Boatmen	Journey Level	\$8.67		<u>1</u>
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>
Whitman	Inspection/Cleaning/Sealing Of	Head Operator	\$12.78		<u>1</u>

	Sewer & Water Systems By Remote Control				
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$8.67		1
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		1
Whitman	Insulation Applicators	Journey Level	\$37.16	5A	1B 8N
Whitman	Ironworkers	Journeyman	\$50.69	7N	1O
Whitman	Laborers	Air And Hydraulic Track Drill	\$32.80	7B	1M
Whitman	Laborers	Asphalt Raker	\$32.80	7B	1M
Whitman	Laborers	Asphalt Roller, Walking	\$32.53	7B	1M
Whitman	Laborers	Brick Pavers	\$32.26	7B	1M
Whitman	Laborers	Brush Hog Feeder	\$32.26	7B	1M
Whitman	Laborers	Brush Machine	\$32.80	7B	1M
Whitman	Laborers	Caisson Worker, Free Air	\$32.80	7B	1M
Whitman	Laborers	Carpenter Tender	\$32.26	7B	1M
Whitman	Laborers	Cement Finisher Tender	\$32.53	7B	1M
Whitman	Laborers	Cement Handler	\$32.26	7B	1M
Whitman	Laborers	Chain Saw Operator & Faller	\$32.80	7B	1M
Whitman	Laborers	Clean-up Laborer	\$32.26	7B	1M
Whitman	Laborers	Compaction Equipment	\$32.53	7B	1M
Whitman	Laborers	Concrete Crewman	\$32.26	7B	1M
Whitman	Laborers	Concrete Saw, Walking	\$32.53	7B	1M
Whitman	Laborers	Concrete Signalman	\$32.26	7B	1M
Whitman	Laborers	Concrete Stack	\$32.80	7B	1M
Whitman	Laborers	Confined Space Attendant	\$32.26	7B	1M
Whitman	Laborers	Crusher Feeder	\$32.26	7B	1M
Whitman	Laborers	Demolition	\$32.26	7B	1M
Whitman	Laborers	Demolition Torch	\$32.53	7B	1M
Whitman	Laborers	Dope Pot Fireman, Non-mechanical	\$32.53	7B	1M
Whitman	Laborers	Driller Helper (when Required To Move & Position Machine)	\$32.53	7B	1M
Whitman	Laborers	Drills With Dual Masts	\$33.08	7B	1M
Whitman	Laborers	Dry Stack Walls	\$32.26	7B	1M
Whitman	Laborers	Dumpman	\$32.26	7B	1M
Whitman	Laborers	Erosion Control Laborer	\$32.26	7B	1M
Whitman	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$30.16	7B	1M
Whitman	Laborers	Firewatch	\$32.26	7B	1M
Whitman	Laborers	Form Cleaning Machine Feeder, Stacker	\$32.26	7B	1M
Whitman	Laborers	Form Setter, Paving	\$32.53	7B	1M

Whitman	Laborers	General Laborer	\$32.26	7B	1M
Whitman	Laborers	Grade Checker	\$34.79	7B	1M
Whitman	Laborers	Grout Machine Header Tender	\$32.26	7B	1M
Whitman	Laborers	Guard Rail	\$32.26	7B	1M
Whitman	Laborers	Guniting	\$32.80	7B	1M
Whitman	Laborers	Hazardous Waste Worker (level A)	\$33.08	7B	1M
Whitman	Laborers	Hazardous Waste Worker (level B)	\$32.80	7B	1M
Whitman	Laborers	Hazardous Waste Worker (level C)	\$32.53	7B	1M
Whitman	Laborers	Hazardous Waste Worker (level D)	\$32.26	7B	1M
Whitman	Laborers	Hdpe Or Similar Liner Installer	\$32.26	7B	1M
Whitman	Laborers	High Scaler	\$32.80	7B	1M
Whitman	Laborers	Jackhammer Operator Miner, Class "b"	\$32.53	7B	1M
Whitman	Laborers	Laser Beam Operator	\$32.80	7B	1M
Whitman	Laborers	Miner, Class "a"	\$32.26	7B	1M
Whitman	Laborers	Miner, Class "c"	\$32.80	7B	1M
Whitman	Laborers	Miner, Class "d"	\$33.08	7B	1M
Whitman	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$32.80	7B	1M
Whitman	Laborers	Mortar Mixer	\$32.80	7B	1M
Whitman	Laborers	Nipper	\$32.26	7B	1M
Whitman	Laborers	Nozzleman	\$32.80	7B	1M
Whitman	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$32.53	7B	1M
Whitman	Laborers	Pavement Breaker, 90 Lbs. & Over	\$32.80	7B	1M
Whitman	Laborers	Pavement Breaker, Under 90 Lbs.	\$32.53	7B	1M
Whitman	Laborers	Pipelayer	\$32.80	7B	1M
Whitman	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$32.53	7B	1M
Whitman	Laborers	Pipewrapper	\$32.80	7B	1M
Whitman	Laborers	Plasterer Tenders	\$32.80	7B	1M
Whitman	Laborers	Pot Tender	\$32.53	7B	1M
Whitman	Laborers	Powderman	\$34.45	7B	1M
Whitman	Laborers	Powderman Helper	\$32.53	7B	1M
Whitman	Laborers	Power Buggy Operator	\$32.53	7B	1M
Whitman	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$32.53	7B	1M
Whitman	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$32.53	7B	1M
Whitman	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$32.53	7B	1M

Whitman	Laborers		Remote Equipment Operator	\$33.08	7B	1M	
Whitman	Laborers		Remote Equipment Operator (i.e. Compaction And Demolition)	\$32.53	7B	1M	
Whitman	Laborers		Rigger/signal Person	\$32.53	7B	1M	
Whitman	Laborers		Riprap Person	\$32.26	7B	1M	
Whitman	Laborers		Rodder & Spreader	\$32.53	7B	1M	
Whitman	Laborers		Sandblast Tailhoseman	\$32.26	7B	1M	
Whitman	Laborers		Scaffold Erector, Wood Or Steel	\$32.26	7B	1M	
Whitman	Laborers		Stake Jumper	\$32.26	7B	1M	
Whitman	Laborers		Structural Mover	\$32.26	7B	1M	
Whitman	Laborers		Tailhoseman (water Nozzle)	\$32.26	7B	1M	
Whitman	Laborers		Timber Bucker & Faller (by Hand)	\$32.26	7B	1M	
Whitman	Laborers		Track Laborer (rr)	\$32.26	7B	1M	
Whitman	Laborers		Trencher, Shawnee	\$32.53	7B	1M	
Whitman	Laborers		Trenchless Technology Technician	\$32.80	7B	1M	
Whitman	Laborers		Truck Loader	\$32.26	7B	1M	
Whitman	Laborers		Tugger Operator	\$32.53	7B	1M	
Whitman	Laborers		Vibrators, All	\$32.80	7B	1M	
Whitman	Laborers		Wagon Drills	\$32.53	7B	1M	
Whitman	Laborers		Water Pipe Liner	\$32.53	7B	1M	
Whitman	Laborers		Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$33.08	7B	1M	
Whitman	Laborers		Well-point Person	\$32.26	7B	1M	
Whitman	Laborers		Wheelbarrow, Power Driven	\$32.53	7B	1M	
Whitman	Laborers - Underground Sewer & Water		All Classifications	\$24.26		1	
Whitman	Landscape Construction		Irrigation Or Lawn Sprinkler Installers	\$8.67		1	
Whitman	Landscape Construction		Landscape Equipment Operators Or Truck Drivers	\$8.67		1	
Whitman	Landscape Construction		Landscaping Or Planting Laborers	\$8.67		1	
Whitman	Lathers		Journey Level	\$37.16	5A	1B	8N
Whitman	Marble Setters		Journey Level	\$40.03	5A	1M	
Whitman	Metal Fabrication (In Shop)		Fitter	\$12.76		1	
Whitman	Metal Fabrication (In Shop)		Laborer	\$8.67		1	
Whitman	Metal Fabrication (In Shop)		Machine Operator	\$12.66		1	
Whitman	Metal Fabrication (In Shop)		Painter	\$10.20		1	
Whitman	Metal Fabrication (In Shop)		Welder	\$12.76		1	
Whitman	Millwright		Journey Level	\$43.10	5A	1B	8N
Whitman	Modular Buildings		Journey Level	\$8.67		1	
Whitman	Painters		Journeyman	\$28.12	6Z	1W	

Whitman	Pile Driver	Journey Level	\$38.10	5A	1B	8N
Whitman	Plasterers	Journey Level	\$35.23	7K	1N	
Whitman	Playground & Park Equipment Installers	Journey Level	\$8.67		1	
Whitman	Plumbers & Pipefitters	Journey Level	\$54.85	7E	1J	
Whitman	Power Equipment Operators	Journey Level	\$17.00		1	
Whitman	Power Equipment Operators-Underground Sewer & Water	Journey Level	\$28.54		1	
Whitman	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$41.04	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Spray Person	\$38.98	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$41.04	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Trimmer	\$36.75	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$27.80	5A	4A	
Whitman	Refrigeration & Air Conditioning Mechanics	Journey Level	\$17.34		1	
Whitman	Residential Brick Mason	Journey Level	\$40.03	5A	1M	
Whitman	Residential Carpenters	Journey Level	\$14.30		1	
Whitman	Residential Cement Masons	Journey Level	\$12.57		1	
Whitman	Residential Drywall Applicators	Journey Level	\$19.85		1	
Whitman	Residential Drywall Tapers	Journey Level	\$21.03		1	
Whitman	Residential Electricians	Journey Level	\$16.28		1	
Whitman	Residential Glaziers	Journey Level	\$16.04		1	
Whitman	Residential Insulation Applicators	Journey Level	\$8.67		1	
Whitman	Residential Laborers	Journey Level	\$19.74		1	
Whitman	Residential Marble Setters	Journey Level	\$40.03	5A	1M	
Whitman	Residential Painters	Journey Level	\$11.08		1	
Whitman	Residential Plumbers & Pipefitters	Journey Level	\$16.97		1	
Whitman	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$8.67		1	
Whitman	Residential Sheet Metal Workers	Journey Level	\$14.66		1	
Whitman	Residential Soft Floor Layers	Journey Level	\$15.50		1	
Whitman	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$8.67		1	
Whitman	Residential Stone Masons	Journey Level	\$40.03	5A	1M	
Whitman	Residential Terrazzo Workers	Journey Level	\$15.95		1	
Whitman	Residential Terrazzo/Tile Finishers	Journey Level	\$13.87		1	
Whitman	Residential Tile Setters	Journey Level	\$15.95		1	
Whitman	Roofers	Journey Level	\$32.82	5I	1R	

Whitman	Roofers	Using Irritable Bituminous Materials	\$34.82	<u>5I</u>	<u>1R</u>
Whitman	Sheet Metal Workers	Journey Level	\$44.51	<u>6Z</u>	<u>1B</u>
Whitman	Shipbuilding & Ship Repair	Journey Level	\$8.67		<u>1</u>
Whitman	Sign Makers & Installers (Electrical)	Journey Level	\$13.91		<u>1</u>
Whitman	Sign Makers & Installers (Non-Electrical)	Journey Level	\$13.91		<u>1</u>
Whitman	Soft Floor Layers	Journey Level	\$15.79		<u>1</u>
Whitman	Solar Controls For Windows	Journey Level	\$8.67		<u>1</u>
Whitman	Sprinkler Fitters (Fire Protection)	Journey Level	\$47.35	<u>7J</u>	<u>1R</u>
Whitman	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>
Whitman	Stone Masons	Journey Level	\$40.03	<u>5A</u>	<u>1M</u>
Whitman	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		<u>1</u>
Whitman	Surveyors	Chain Person	\$9.25	<u>Null</u>	<u>1</u>
Whitman	Surveyors	Instrument Person	\$12.05	<u>Null</u>	<u>1</u>
Whitman	Surveyors	Party Chief	\$15.05	<u>Null</u>	<u>1</u>
Whitman	Telecommunication Technicians	Journey Level	\$17.39		<u>1</u>
Whitman	Telephone Line Construction - Outside	Cable Splicer	\$32.27	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$18.10	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Installer (Repairer)	\$30.94	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Special Aparatus Installer I	\$32.27	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Special Apparatus Installer II	\$31.62	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$32.27	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$30.02	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Telephone Lineperson	\$30.02	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Television Groundperson	\$17.18	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Television Lineperson/Installer	\$22.73	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Television System Technician	\$27.09	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Television Technician	\$24.35	<u>5A</u>	<u>2B</u>
Whitman	Telephone Line Construction - Outside	Tree Trimmer	\$30.02	<u>5A</u>	<u>2B</u>
Whitman	Terrazzo Workers	Journey Level	\$31.90	<u>5A</u>	<u>1M</u>

Whitman	Tile Setters		Journey Level	\$31.90	5A	1M	
Whitman	Tile, Marble & Terrazzo Finishers		Journey Level	\$27.82	5A	1M	
Whitman	Traffic Control Stripers		Journey Level	\$39.40	7A	1K	
Whitman	Truck Drivers		Asphalt Mix Over 20 Yards (E.WA-690)	\$35.66	5D	1V	8M
Whitman	Truck Drivers		Asphalt Mix To 20 Yards (E. WA - 690)	\$35.49	5D	1V	8M
Whitman	Truck Drivers		Dump Truck	\$19.45		1	
Whitman	Truck Drivers		Dump Truck And Trailer	\$19.45		1	
Whitman	Truck Drivers		Other Trucks	\$27.84		1	
Whitman	Truck Drivers		Transit Mixer	\$17.75		1	
Whitman	Well Drillers & Irrigation Pump Installers		Irrigation Pump Installer	\$13.92		1	
Whitman	Well Drillers & Irrigation Pump Installers		Oiler	\$9.20		1	
Whitman	Well Drillers & Irrigation Pump Installers		Well Driller	\$18.00		1	

**BENEFIT CODE KEY - EFFECTIVE 03-03-2011 THRU 08-31-2011**

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**OVERTIME CODES**

**OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.**

- I. 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 ONE AND 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.
- L. 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.
- 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.
- 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.
- 1. 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.
- S. 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 HOURS WORKED ON HOLIDAYS AND 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.
- T. 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 SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. 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.
- 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.

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1. 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.
  
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.
  - C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO 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.
  - G. 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 HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO 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.
  - K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.
  - O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - P. THE FIRST EIGHT (8) HOURS ON 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 SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
  
2. 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.
  - S. 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, EXCEPT THE DAY AFTER THANKSGIVING, THE DAY AFTER CHRISTMAS AND A FLOATING HOLIDAY, WHICH SHALL BE PAID AT THE STRAIGHT TIME RATE IF WORKED, IN ADDITION TO HOLIDAY PAY.
  - 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.
  - W. 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 FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  - Z. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, *EXCEPT* FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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.
- B. 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 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.

**HOLIDAY CODES**

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).
- C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- H. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS (6).
- I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).
- J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).
- 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.
- 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).
5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).
- T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

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- 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).
6. A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).
- E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).
- F. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (11).
- 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).
- I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).
6. Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.
- 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.
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.

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- F. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.
- H. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- I. HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- J. HOLIDAYS: NEW YEAR'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- K. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, LABOR DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
- 7.
- M. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY AFTER OR BEFORE CHRISTMAS DAY. 10). 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.
- O. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER OR BEFORE CHRISTMAS DAY, AND THE EMPLOYEES BIRTHDAY. 11). 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.
- 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.

NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING 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 100' TO 150' - \$3.00 PER FOOT FOR EACH FOOT OVER 100 FEET  
OVER 150' TO 220' - \$4.00 PER FOOT FOR EACH FOOT OVER 150 FEET  
OVER 220' - \$5.00 PER FOOT FOR EACH FOOT OVER 220 FEET
- C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:  
OVER 50' TO 100' - \$1.00 PER FOOT FOR EACH FOOT OVER 50 FEET  
OVER 100' TO 150' - \$1.50 PER FOOT FOR EACH FOOT OVER 100 FEET  
OVER 150' TO 200' - \$2.00 PER FOOT FOR EACH FOOT OVER 150 FEET  
OVER 200' - DIVERS MAY NAME THEIR OWN PRICE
- 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
8. P. 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.
- Q. 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.



**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.

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
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		<b>X</b>
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		<b>X</b>
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		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
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.		<b>X</b>
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.		<b>X</b>

**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 - Manufacturers - Fabricator**

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
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		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
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.		<b>X</b>
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.	<b>X</b>	
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	<b>X</b>	

**WSDOT's  
Predetermined List for  
Suppliers - Manufacturers - Fabricator**

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.		<b>X</b>
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).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
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.	<b>X</b>	
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).		<b>X</b>
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..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

**WSDOT's  
Predetermined List for  
Suppliers - Manufacturers - Fabricator**

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.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge approval are required prior to fabrication.	<b>X</b>	
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.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

**WSDOT's  
Predetermined List for  
Suppliers - Manufacturers - Fabricator**

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

**WSDOT's  
Predetermined List for  
Suppliers - Manufacturers - Fabricator**

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. <b>NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed</b>	<b>X</b>	<b>X</b>
43. Cutting & bending reinforcing steel	Custom Message	Std Signing Message
44. Guardrail components	<b>X</b>	<b>X</b>
45. Aggregates/Concrete mixes	Custom End Sec	Standard Sec
46. Asphalt	Covered by WAC 296-127-018	Covered by WAC 296-127-018
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

State of Washington  
 Department of Labor and Industries  
 Prevailing Wage Section - Telephone (360) 902-  
 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, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**METAL FABRICATION (IN SHOP)**

**EFFECTIVE 03/03/2011**  
 (See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>ADAMS</b>			
FITTER	\$12.76	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
Counties Covered: <b>ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS, LINCOLN, OKANOGAN, PEND ORELLE, STEVENS, WALLA WALLA AND WHITMAN</b>			
FITTER	\$12.76	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
WELDER	\$12.76	1	
Counties Covered: <b>BENTON</b>			
MACHINE OPERATOR	\$10.53	1	
PAINTER	\$9.76	1	
WELDER	\$16.70	1	
Counties Covered: <b>CHELAN</b>			
FITTER	\$15.04	1	
LABORER	\$9.54	1	
MACHINE OPERATOR	\$9.71	1	
PAINTER	\$9.93	1	
WELDER	\$12.24	1	

**METAL FABRICATION (IN SHOP)**

**EFFECTIVE 03/03/2011**  
 (See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC, SAN JUAN AND SKAGIT</b>			
FITTER/WELDER	\$15.16	1	
LABORER	\$11.13	1	
MACHINE OPERATOR	\$10.66	1	
PAINTER	\$11.41	1	
Counties Covered: <b>CLARK</b>			
FITTER	\$30.19	1E	6H
LABORER	\$21.90	1E	6H
LAYEROUT	\$31.47	1E	6H
MACHINE OPERATOR	\$31.47	1E	6H
PAINTER	\$28.01	1E	6H
WELDER	\$29.59	1E	6H
Counties Covered: <b>COWLITZ</b>			
MACHINE OPERATOR	\$25.33	1B	2S
FITTER	\$25.33	1B	2S
WELDER	\$25.33	1B	2S
Counties Covered: <b>GRANT</b>			
FITTER/WELDER	\$10.79	1	
PAINTER	\$8.67	1	
Counties Covered: <b>KING</b>			
FITTER	\$15.86	1	
LABORER	\$9.78	1	
MACHINE OPERATOR	\$13.04	1	
PAINTER	\$11.10	1	
WELDER	\$15.48	1	

**METAL FABRICATION (IN SHOP)  
EFFECTIVE 03/03/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>KITSAP</b>			
FITTER	\$26.96	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$13.83	1	
WELDER	\$13.83	1	
Counties Covered: <b>Klickitat, Skamania, Wahkiakum</b>			
FITTER	\$16.99	1	
LABORER	\$10.44	1	
MACHINE OPERATOR	\$17.21	1	
PAINTER	\$17.03	1	
WELDER	\$16.99	1	
Counties Covered: <b>PIERCE</b>			
FITTER	\$15.25	1	
LABORER	\$10.32	1	
MACHINE OPERATOR	\$13.98	1	
WELDER	\$13.98	1	
Counties Covered: <b>SNOHOMISH</b>			
FITTER/WELDER	\$15.38	1	
LABORER	\$9.79	1	
MACHINE OPERATOR	\$8.84	1	
PAINTER	\$9.98	1	
Counties Covered: <b>SPOKANE</b>			
FITTER	\$12.59	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$13.26	1	
PAINTER	\$10.27	1	
WELDER	\$10.80	1	

**METAL FABRICATION (IN SHOP)  
EFFECTIVE 03/03/2011**

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>THURSTON</b>			
FITTER	\$27.10	2U	6T
LABORER	\$16.91	2U	6T
LAYEROUT	\$30.63	2U	6T
MACHINE OPERATOR	\$20.86	2U	6T
WELDER	\$24.74	2U	6T
Counties Covered: <b>WHATCOM</b>			
FITTER/WELDER	\$13.81	1	
LABORER	\$9.00	1	
MACHINE OPERATOR	\$13.81	1	
Counties Covered: <b>YAKIMA</b>			
FITTER	\$12.00	1	
LABORER	\$10.31	1	
MACHINE OPERATOR	\$11.32	1	
PAINTER	\$12.00	1	
WELDER	\$11.32	1	

**FABRICATED PRECAST CONCRETE PRODUCTS  
EFFECTIVE 03/03/2011**

\*\*\*\*\*  
(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, WALLA WALLA AND WHITMAN			
JOURNEY LEVEL	\$9.96	1	
Counties Covered: CHELAN, KITTITAS, KLICKITAT AND SKAMANIA			
JOURNEY LEVEL	8.67	1	
Counties Covered: CLALLAM, CLARK, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WAHIAKUM			
JOURNEY LEVEL	\$13.50	1	
Counties Covered: FRANKLIN			
JOURNEY LEVEL	\$11.50	1	
Counties Covered: KING			
JOURNEY LEVEL	\$13.60	2K	5B
Counties Covered: PIERCE			
JOURNEY LEVEL	\$9.28	1	
Counties Covered: SPOKANE			
JOURNEY LEVEL	\$20.23	1	
Counties Covered: WHATCOMI			
JOURNEY LEVEL	\$13.67	1	
Counties Covered: YAKIMA			
CRAFTSMAN JOURNEY LEVEL	\$8.72 \$8.67	1 1	

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.

- 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)(c) 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 4/7/92, effective 8/31/92.]

# APPENDIX D



# PROPOSAL

Bidder

To: Board of County Commissioners, Whitman County Courthouse, Colfax, WA 99111

Commissioners:

The undersigned hereby certify that they have examined the location of NEEL BRIDGE, C.R.B.P. No. 7005-07.44(2) located in Section 9, Township 14 North, Range 40 East, W.M. and have read and thoroughly understand the plans, specifications and special provisions concerning the work described in this project.

The undersigned further understand the method by which payment will be made for said work, and hereby propose to undertake and complete the work described in this project, or as much thereof as can be completed with the monies available, in accordance with the said plans, specifications and special provisions and the following schedule of rates and prices:

## SCHEDULE OF ITEMS

NOTE: Unit prices for all items (unless filled in by Contracting Agency), all extensions, and total amount of bid shall be shown. All entries must be in legible figures (not words) and typed or entered in ink.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	TOTAL PRICE
1.	MOBILIZATION	1.00	L.S.	LUMP SUM	
2.	CLEARING AND GRUBBING	1.00	L.S.	LUMP SUM	
3.	REMOVING EXISTING BRIDGE	1.00	L.S.	LUMP SUM	
4.	ROADWAY EXCAVATION INCL. HAUL	257.00	C.Y.		
5.	COMMON BORROW INCL. HAUL	970.00	TON		
6.	EMBANKMENT COMPACTION	491.00	C.Y.		
7.	CHANNEL EXCAVATION INCL. HAUL	50.00	C.Y.		
8.	FILTER BLANKET	85.00	C.Y.		
9.	HEAVY LOOSE RIPRAP	203.00	C.Y.		
10.	STRUCTURE EXCAVATION CLASS A INCL. HAUL	584.00	C.Y.		
11.	SHORING OR EXTRA EXCAVATION CL. A	1.00	L.S.	LUMP SUM	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	TOTAL PRICE
12.	GRAVEL BACKFILL FOR WALL	244.00	C.Y.		
13.	ST. REINF. BAR FOR BRIDGE	17,225.00	LB.		
14.	SUPERSTRUCTURE	1.00	L.S.	LUMP SUM	
15.	CONC. CLASS 4000 FOR BRIDGE	121.00	C.Y.		
16.	CRUSHED SURFACING BASE COURSE	428.00	TON		
17.	CRUSHED SURFACING TOP COURSE	440.00	TON		
18.	COMMERCIAL HMA	116.00	TON		
19.	SAWCUT EXISTING BST	44.00	L.F.		
20.	SILT FENCE	160.00	L.F.		
21.	ESC LEAD	20.00	DAY		
22.	SEEDING, FERTILIZING, AND MULCHING	1.00	L.S.	LUMP SUM	
23.	BEAM GUARDRAIL NON-FLARED TERMINAL	4.00	EACH		
24.	BEAM GUARDRAIL TRANSITION SECTION TYPE T101	4.00	EACH		
25.	PAINT LINE	1,326.00	L.F.		
26.	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	L.S.	LUMP SUM	
27.	WATER	100.00	MGAL		
28.	STRUCTURE SURVEYING	1.00	L.S.	LUMP SUM	
29.	ROADWAY SURVEYING	1.00	L.S.	LUMP SUM	
30.	TRIMMING AND CLEANUP	1.00	L.S.	LUMP SUM	
31.	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	497.00	S.Y.		
32.	SPCC PLAN	1.00	L.S.	LUMP SUM	
33.	REMOVE EXISTING FENCE	1,000.00	L.F.		
34.	RESET EXISTING FENCE	500.00	L.F.		
35.	WIRE FENCE - TYPE A	1,300.00	L.F.		
36.	TEMPORARY FENCE	500.00	L.F.		
37.	DETOUR CONSTRUCTION AND REMOVAL	1.00	L.S.	LUMP SUM	
BASIS OF AWARD: TOTAL BID ITEMS 1-37					

**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 have agreed to the provisions of this declaration.**

**NOTICE TO ALL BIDDERS**

To report bid 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 call anonymity will be respected.

## 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 such 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.

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guarantee in the amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- CASH**  **In the amount of** \_\_\_\_\_.
- CASHIER'S CHECK**  \_\_\_\_\_ **Dollars.**
- CERTIFIED CHECK**  **(\$\_\_\_\_\_)** **Payable to Whitman County.**
- PROPOSAL BOND**  **In the amount of 5% of the Bid.**

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
\_\_\_\_\_

**FIRM NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
**State of Washington Contractor's License Number**

**NOTE:**

- (1) This proposal is not transferable and any alteration of the firm's name entered hereon without prior permission from the Whitman County Board of County Commissioners will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal".
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication.  
\_\_\_\_\_.





# PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, that we, \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 of \_\_\_\_\_ as Principal, and the \_\_\_\_\_  
 \_\_\_\_\_

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 the County of Whitman in Washington State 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, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly 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 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 said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Whitman County 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 remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

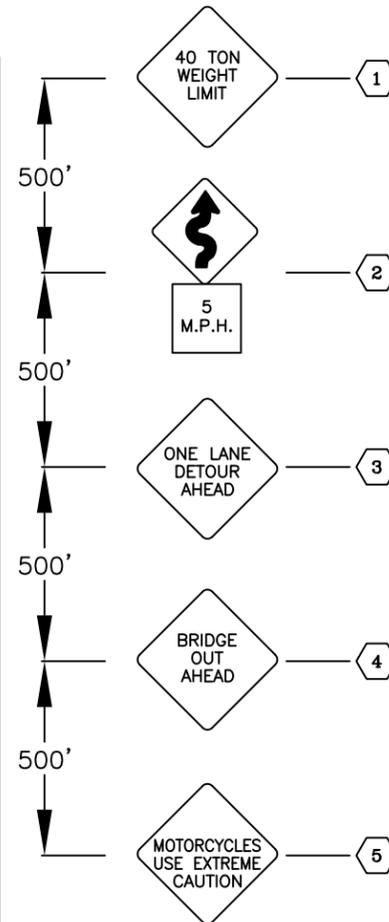
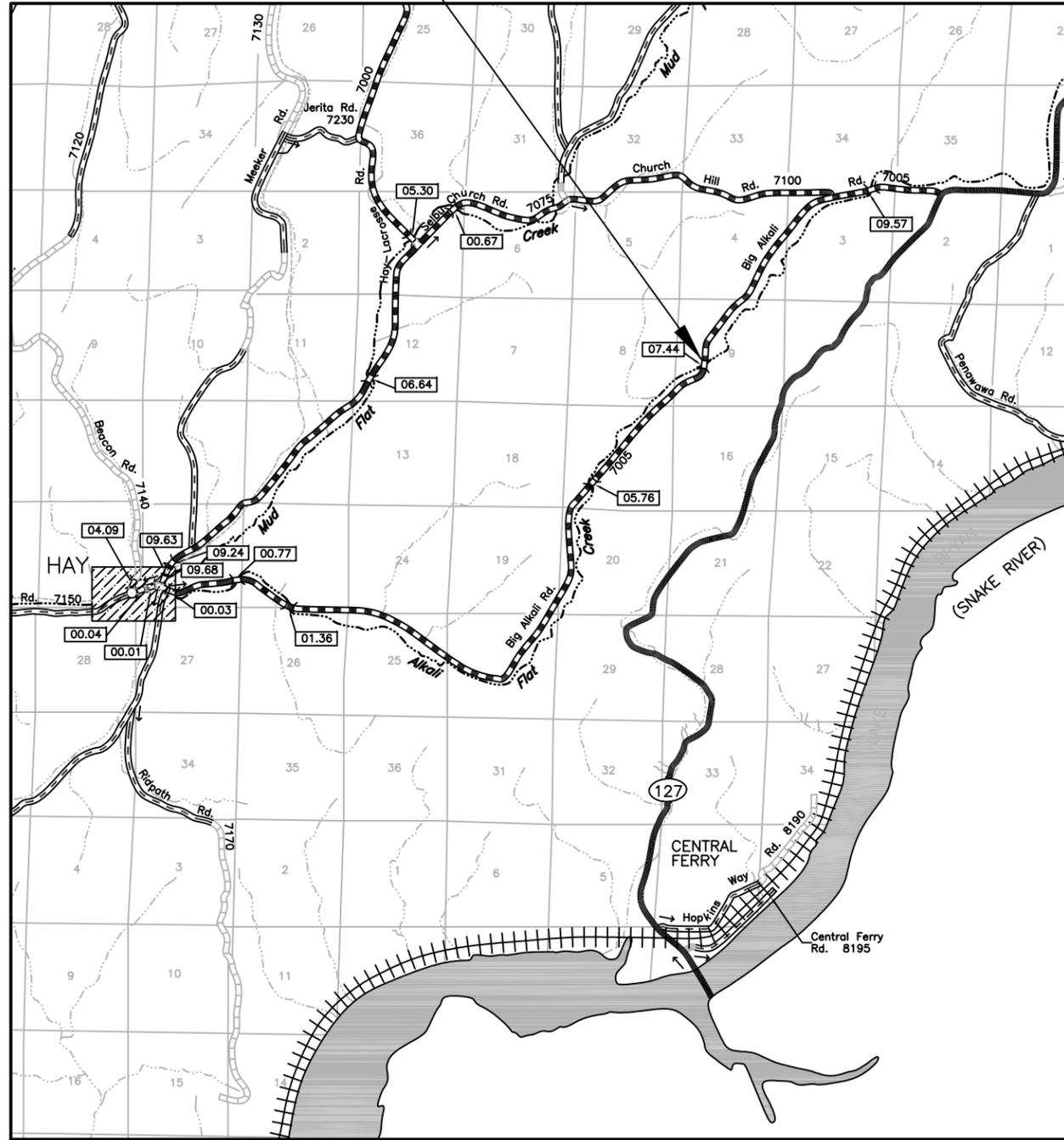
\_\_\_\_\_  
 (Principal)

\_\_\_\_\_  
 (Surety)

\_\_\_\_\_  
 (Attorney-in-fact)



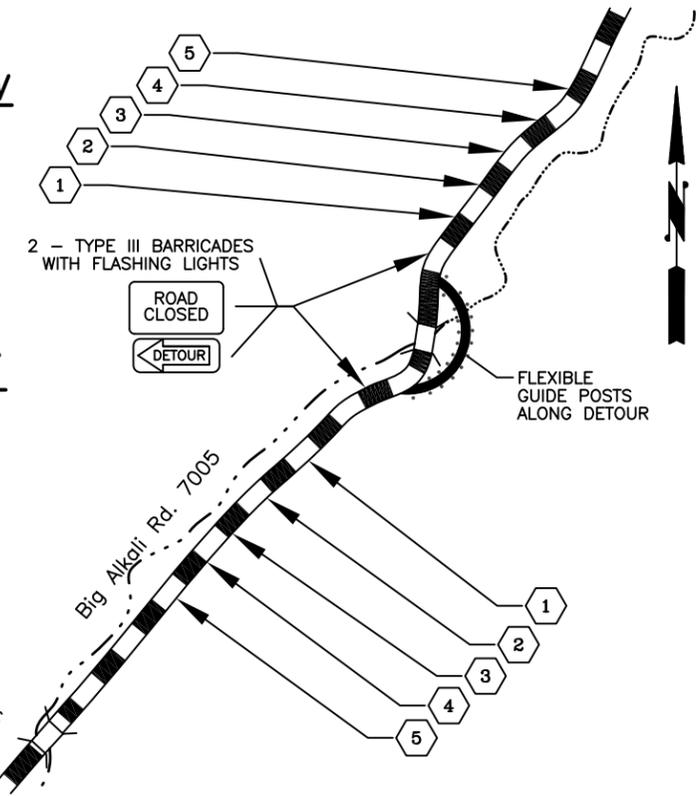
NEEL BRIDGE  
NO. 7005-07.44



**TRAFFIC CONTROL PLAN**  
N.T.S.

**PORTABLE SIGNS AND TRAFFIC CONTROL DEVICES**

- BE PREPARED TO STOP
- FLAGMAN AHEAD
- ROUGH ROAD
- ONE LANE AHEAD
- ABRUPT LANE EDGE
- SPEED ADVISORY
- LOOSE GRAVEL
- BUMP
- DIP
- TRUCK CROSSING
- ROAD MACHINERY AHEAD
- TYPE 1 BARRICADES & LIGHTS
- CONES

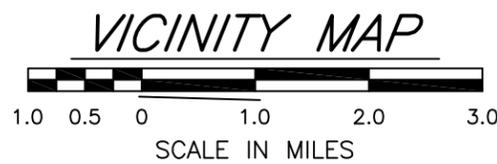


**NOTES:**

1. SEE STANDARD PLANS AND THE CURRENT ADDITION OF THE MUTCD FOR SIGN, DEVICE AND BUFFER SPACING.
2. PORTABLE SIGNS AND TRAFFIC CONTROL DEVICES LISTED ARE NOT INTENDED TO BE COMPLETE. OTHER SIGNS MAY BE REQUIRED WITHIN THE PROJECT LIMITS TO ACCOMMODATE THE CONTRACTORS WORK METHODS.
3. ALL SIGNS ARE ADVISORY ORANGE AND BLACK SIGNS. NO WHITE AND BLACK REGULATORY SIGNS WILL BE ALLOWED ON THE PROJECT WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
4. TEMPORARY TRAFFIC CONTROL INCLUDING MATERIALS, EQUIPMENT AND LABOR MAY BE REQUIRED TO ACCOMMODATE THE CONTRACTORS WORK METHODS. THIS SHALL BE PROVIDED BY THE CONTRACTOR, AND WILL BE INCIDENTAL TO OTHER BID ITEMS.

**INDEX TO DRAWINGS**

1. VICINITY MAP & TRAFFIC CONTROL PLAN
2. SUMMARY OF ESTIMATED QUANTITIES
3. PLAN & PROFILE
4. ROADWAY SECTIONS
5. BRIDGE LAYOUT
6. FOOTING & ABUT. - PIER 1 & 2
7. WINGWALLS & DETAILS
8. FRAMING PLAN & ROADWAY SECTION
9. GIRDER
10. GIRDER DETAILS
11. BRIDGE RAIL (TYPE 101)
12. MBGF T101 TRANSITION
13. BAR LIST
14. WIRE FENCE DETAILS
15. RIGHT-OF-WAY PLAN



**WHITMAN COUNTY COMMISSIONERS**

- District 1 - Greg Partch
- District 2 - Patrick O'Neill
- District 3 - Michael Largent, Chairman

APPROVED:



EXPIRES 09-22-12

No.	Date	By	Ckd.	Appr.	Revision

**SARGENT**  
Sargent Engineers, Inc.  
320 Ronlee Lane NW • Olympia, WA 98502  
Tel. 360 867-9284 • Fax 360 867-9318  
SEI Project No. - A08176.00

Drawn By: J. Welsh  
Designed By: D. Manwill  
Checked By: E. Martin  
Date: 02/11

SCALE  
HORIZONTAL: AS SHOWN  
VERTICAL: AS SHOWN

WHITMAN COUNTY  
OFFICE OF COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX, WASHINGTON 99111  
PHONE (509) 397-6206 FAX (509) 397-6210

APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**VICINITY MAP & TRAFFIC CONTROL PLAN**  
AUNE BRIDGE REPLACEMENT

SHEET  
1 of 15



ITEM NO.	STD. ITEM NO.	UNIT	ITEM	TOTAL QUANTITY
<b>PREPARATION</b>				
1	0001	L.S.	MOBILIZATION	1
2	0035	L.S.	CLEARING AND GRUBBING	1
3	0071	L.S.	REMOVING EXISTING BRIDGE	1
<b>GRADING</b>				
4	0310	C.Y.	ROADWAY EXCAVATION INCL. HAUL	257
5	0405	TON	COMMON BORROW INCL. HAUL	970
6	0470	C.Y.	EMBANKMENT COMPACTION	491
<b>DRAINAGE</b>				
7	1040	C.Y.	CHANNEL EXCAVATION INCL. HAUL	50
8	1069	C.Y.	FILTER BLANKET	85
9	1076	C.Y.	HEAVY LOOSE RIPRAP	203
<b>STRUCTURE</b>				
10	4006	C.Y.	STRUCTURE EXCAVATION CLASS A INCL. HAUL	584
11	4013	L.S.	SHORING OR EXTRA EXCAVATION CLASS A	1
12	4025	C.Y.	GRAVEL BACKFILL FOR WALL	244
13	4149	LB.	STEEL REINF. BARS FOR BRIDGE	17,225
14	4300	L.S.	SUPERSTRUCTURE	1
15	4322	C.Y.	CONCRETE CLASS 4000 FOR BRIDGE	121
<b>SURFACING</b>				
16	5100	TON	CRUSHED SURFACING BASE COURSE	428
17	5120	TON	CRUSHED SURFACING TOP COURSE	440
<b>ASPHALT CONCRETE PAVEMENT</b>				
18	5875	TON	COMMERCIAL HMA	116
19	--	L.F.	SAWCUT EXISTING BST	44

NOTE: FOR SPECIAL FEATURES SEE SPECIAL PROVISIONS.

ITEM NO.	STD. ITEM NO.	UNIT	ITEM	TOTAL QUANTITY
<b>EROSION CONTROL AND PLANTING</b>				
20	6373	L.F.	SILT FENCE	160
21	6403	DAY	ESC LEAD	20
22	6416	L.S.	SEEDING, FERTILIZING, AND MULCHING	1
<b>TRAFFIC</b>				
23	6717	EACH	BEAM GUARDRAIL NON-FLARED TERMINAL	4
24	6760	EACH	BEAM GUARDRAIL TRANSITION SECTION TYPE T101	4
25	6806	L.F.	PAINT LINE	1326
26	6971	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1
<b>OTHER ITEMS</b>				
27	7018	MGAL	WATER	100
28	7037	L.S.	STRUCTURE SURVEYING	1
29	7038	L.S.	ROADWAY SURVEYING	1
30	7490	L.S.	TRIMMING & CLEANUP	1
31	7552	S.Y.	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	497
32	7736	L.S.	SPCC PLAN	1
33	--	L.F.	REMOVE EXISTING FENCE	1000
34	--	L.F.	RESET EXISTING FENCE	500
35	--	L.F.	WIRE FENCE - TYPE A	1300
36	--	L.F.	TEMPORARY FENCE	500
37	--	L.S.	DETOUR CONSTRUCTION AND REMOVAL	1

NOTE: FOR SPECIAL FEATURES SEE SPECIAL PROVISIONS.



DO NOT SCALE REDUCED SHEETS

No.	Date	By	Ckd.	Appr.	Revision

**SARGENT**  
Sargent Engineers, Inc.  
320 Ronlee Lane NW • Olympia, WA 98502  
Tel. 360 867-9284 • Fax 360 867-9318  
SEI Project No. - A08176.00

Drawn By: J. Welsh  
Designed By: D. Marwill  
Checked By: E. Martin  
Date: 02/11

SCALE  
HORIZONTAL: -  
VERTICAL: -

WHITMAN COUNTY  
OFFICE OF COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX, WASHINGTON 99111  
PHONE (509) 397-8206 FAX (509) 397-8210

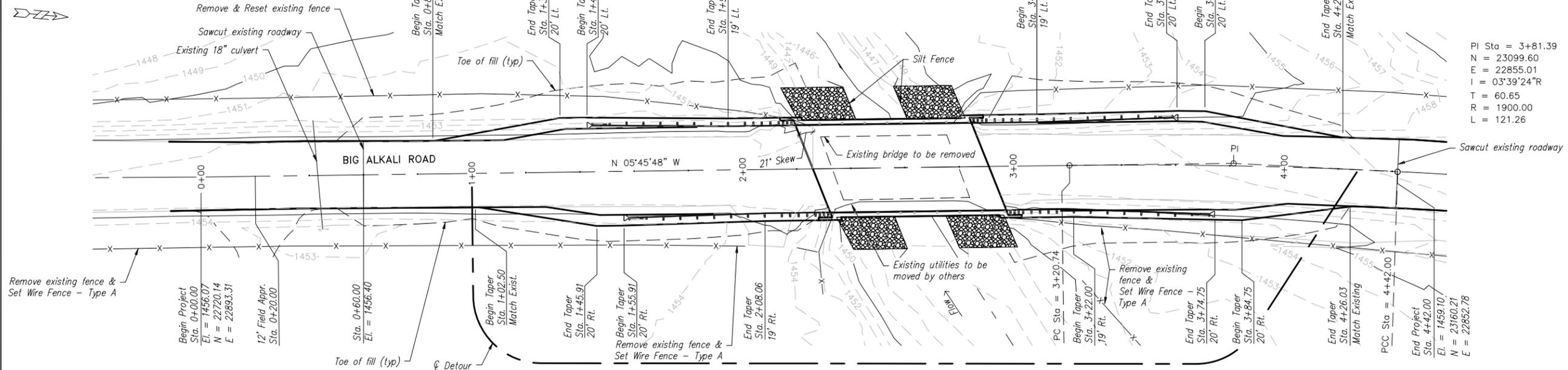
APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**QUANTITIES**  
NEEL BRIDGE REPLACEMENT

SHEET  
2 of 15

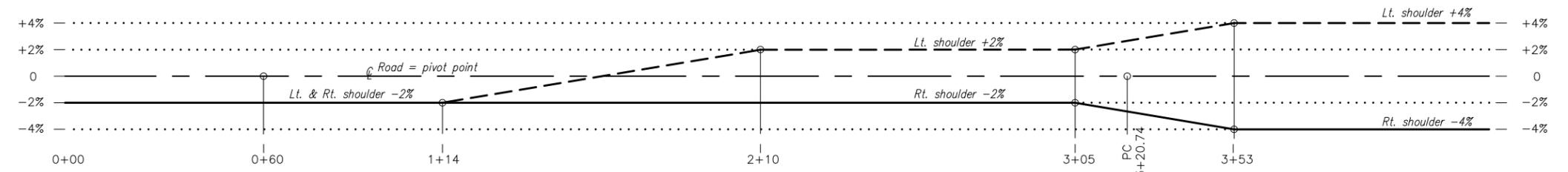


Sec. 9, T.14N., R.40E. W.M.

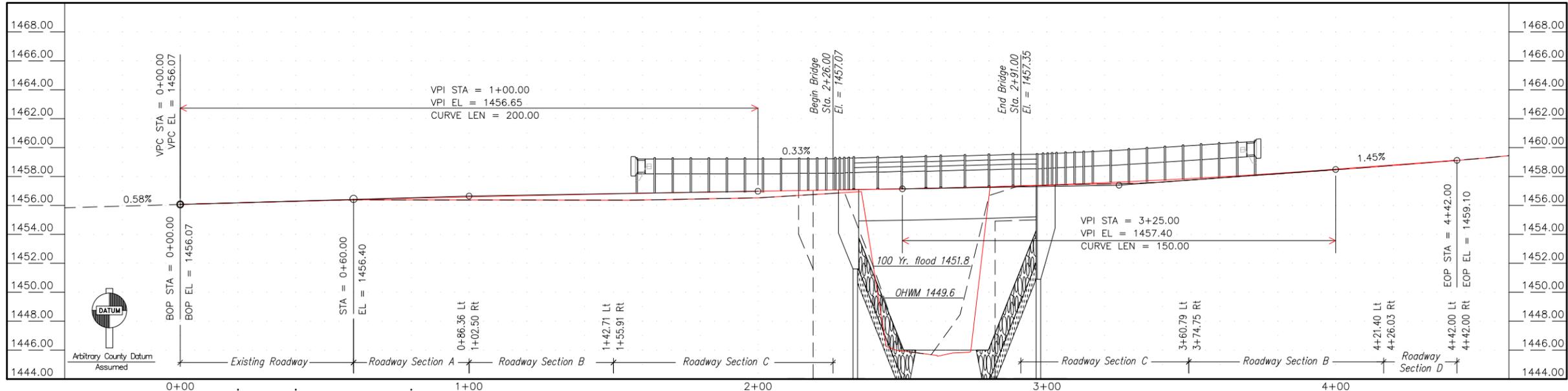


PI Sta = 3+81.39  
N = 23099.60  
E = 22855.01  
I = 03°39'24"R  
T = 60.65  
R = 1900.00  
L = 121.26

PLAN  
SCALE: 1" = 20'



SUPERELEVATION DIAGRAM  
SCALE: 1" = 20'



ELEVATION  
SCALE: 1" = 20' HOR  
1" = 4' VER

DO NOT SCALE REDUCED SHEETS



No.	Date	By	Ckd.	Appr.	Revision

**SARGENT**  
Sargent Engineers, Inc.  
320 Ronlee Lane NW • Olympia, WA 98502  
Tel. 360 867-9284 • Fax 360 867-9318  
SEI Project No. - A08175.00

Drawn By: J.E. Welsh Date: 10/09  
Designed By: D.J. Marwill Date: 10/09  
Checked By: E.C. Martin Date: 11/09

SCALE  
HORIZONTAL: \_\_\_\_\_  
VERTICAL: \_\_\_\_\_

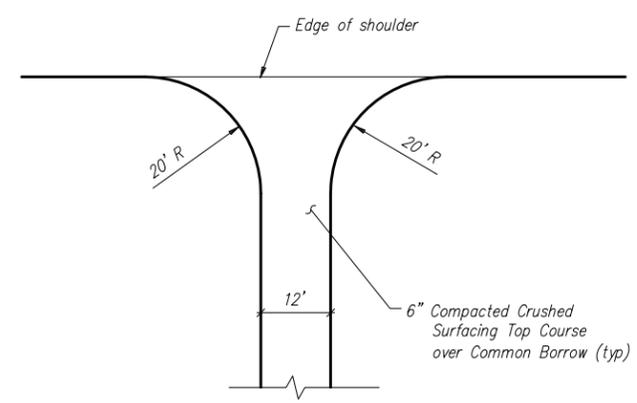
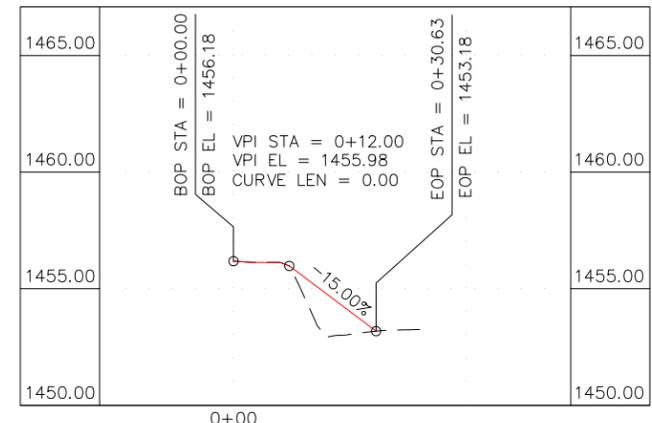
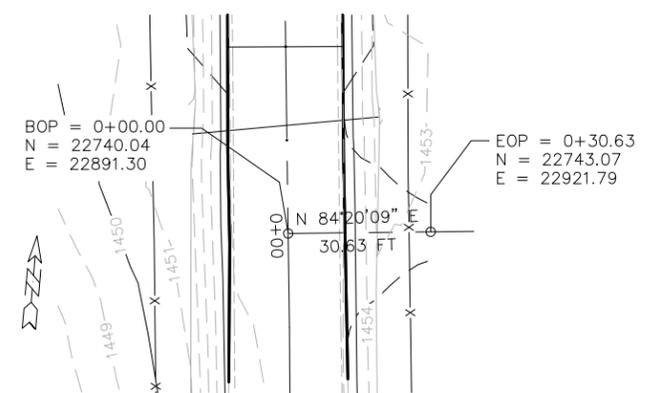
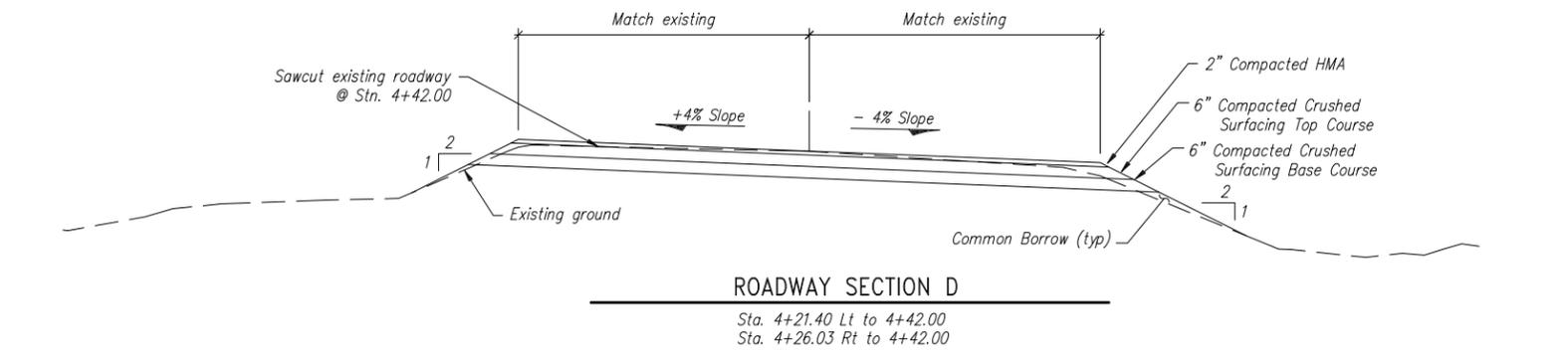
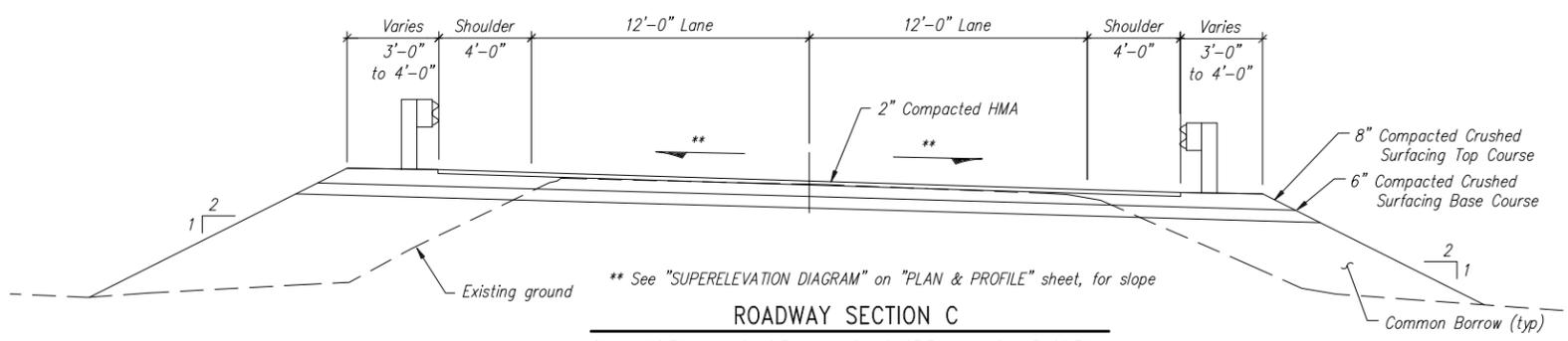
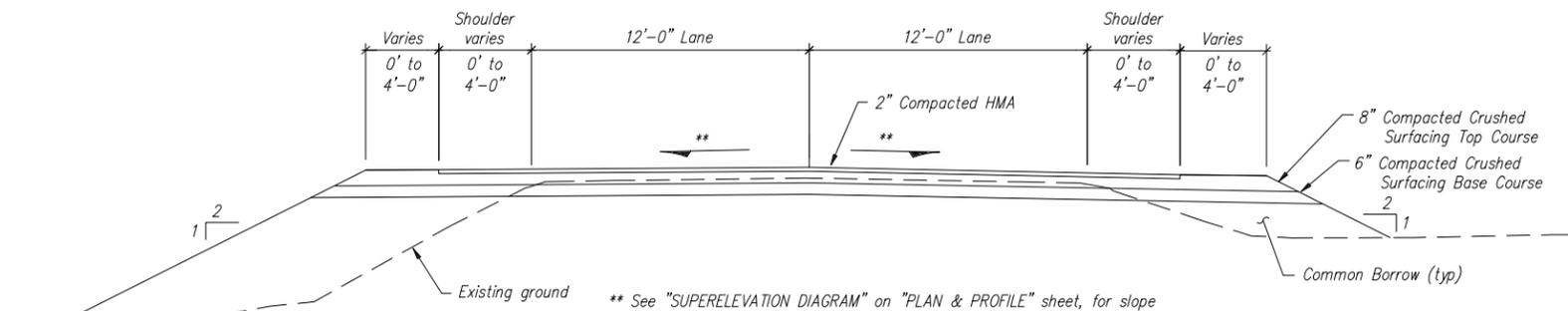
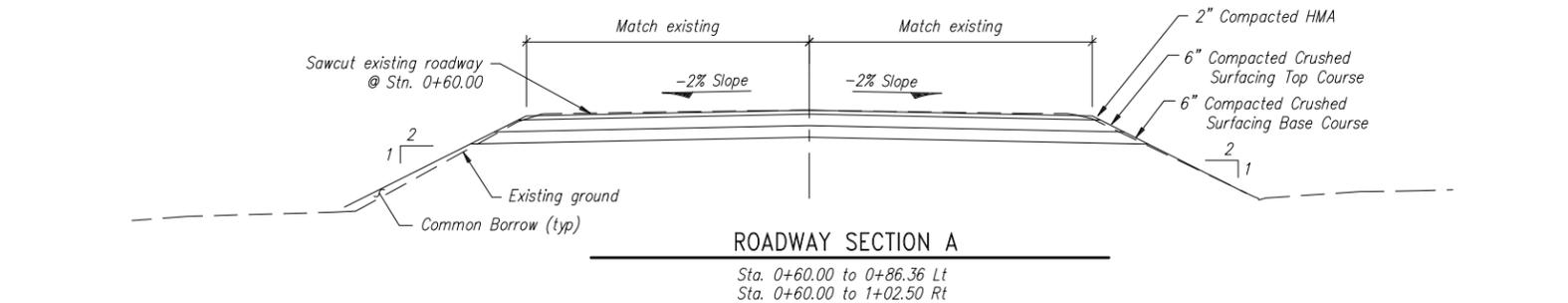
WHITMAN COUNTY  
OFFICE OF COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX, WASHINGTON 99111  
PHONE (509) 397-6206 FAX (509) 397-6210

APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**PLAN & PROFILE**  
NEEL BRIDGE REPLACEMENT

SHEET  
3 of 15





No.	Date	By	Ckd.	Appr.	Revision

**SARGENT**  
Sargent Engineers, Inc.  
320 Ronlee Lane NW • Olympia, WA 98502  
Tel. 360 867-9284 • Fax 360 867-9318  
SEI Project No. - A08175.00

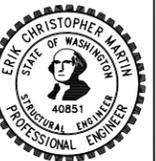
Drawn By: J.E. Welsh  
Designed By: D.J. Manwill  
Checked By: E.C. Martin  
Date: 10/09  
Date: 10/09  
Date: 11/09

SCALE  
HORIZONTAL: -  
VERTICAL: -

WHITMAN COUNTY  
OFFICE OF COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX, WASHINGTON 99111  
PHONE (509) 397-6206 FAX (509) 397-6210

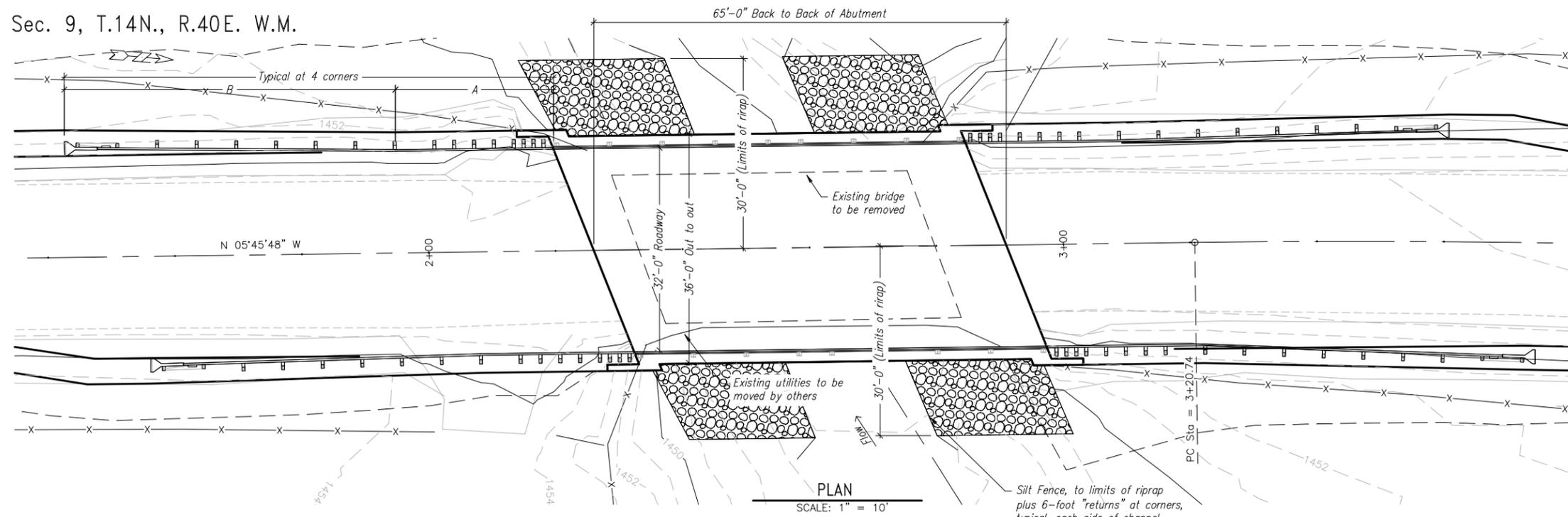
APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**ROADWAY SECTIONS**  
NEEL BRIDGE REPLACEMENT

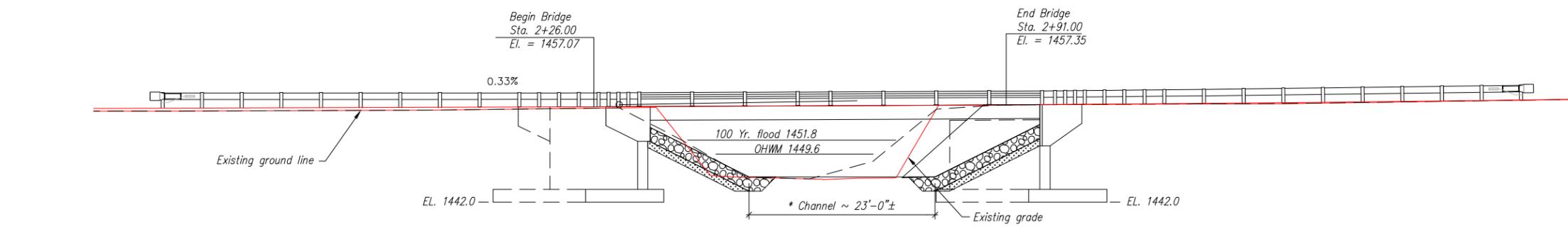




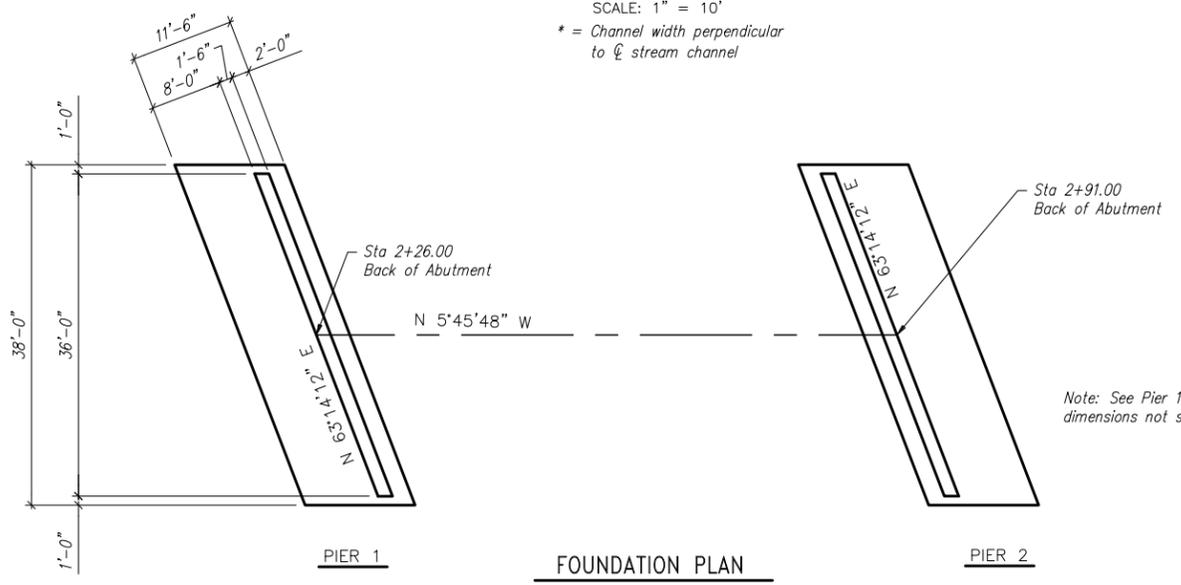
Sec. 9, T.14N., R.40E. W.M.



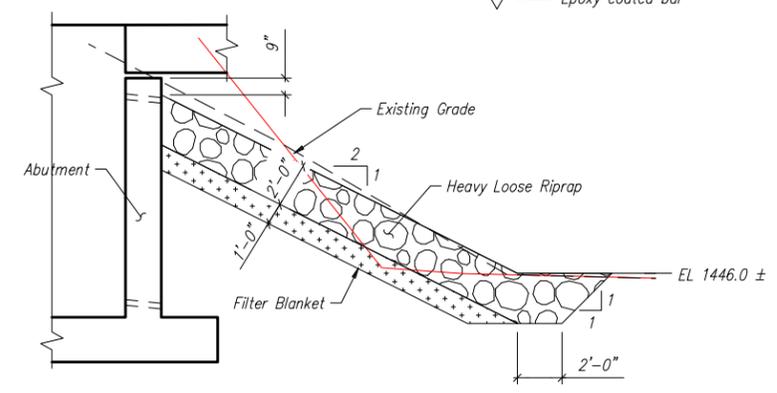
PLAN  
SCALE: 1" = 10'



ELEVATION  
SCALE: 1" = 10'



FOUNDATION PLAN  
SCALE: 1" = 10'



RIPRAP DETAIL

**BRIDGE GENERAL NOTES:**

All materials and work shall be in accordance with the requirements of the State of Washington, Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction, dated 2010.

This structure has been designed in accordance with the requirements of the 2007 AASHTO "LRFD Bridge design specifications." with Amendments.

For Seismic design,  $PGA = 0.09g$ ,  $S_s = 0.20g$ ,  $S_1 = 0.07g$ , Site Class D

All cast-in-place concrete shall be class 4000 mix. All exposed concrete surfaces shall receive a Class 1 Surface Finish per Std. Specification Section 6-02.3(14)A.

Grout used below bearing pads shall be a prepackaged material meeting the requirements of ASTM C-882 for minimum of 2000-psi bond strength and ASTM C-157 for maximum 0.08-percent dry shrinkage. The minimum compressive strength shall be 4000-psi at 7-days.

Formwork shall be carefully released to prevent impact or undue stresses in the structure.

Unless otherwise shown on the plans, concrete cover shall be measured from the face of concrete to the face of any reinforcing bar. Cover shall be 2" minimum.

This bridge does not have approach slabs.

This bridge has been designed for a future 2" asphalt overlay with a waterproof membrane.

**GUARDRAIL NOTES (Typ. @ 4 Corners)**

A = Metal Beam Guard Fence, Transition Section, See MGBF T101 Transition Sheet

B = Beam Guardrail Non-Flaired Terminal Section (TL3), See Standard, Plan C-4e.

**PRECAST PRESTRESSED  
26"x48" CONCRETE SLAB  
LOADING: HL-93**

**LEGEND**

-  Identifies Section, View or Detail
-  Taken or Shown on Bridge Sheet 5
-  Section, View or Detail is taken and shown on the same sheet.
-  Epoxy coated bar

DO NOT SCALE REDUCED SHEETS



No.	Date	By	Ckd.	Appr.	Revision

**SARGENT**  
Sargent Engineers, Inc.  
320 Ronlee Lane NW • Olympia, WA 98502  
Tel. 360 867-9284 • Fax 360 867-9318  
SEI Project No. - A08175.00

Drawn By: J.E. Welsh Date: 10/09  
Designed By: D.J. Marwill Date: 10/09  
Checked By: E.C. Martin Date: 11/09

SCALE  
HORIZONTAL: \_\_\_\_\_  
VERTICAL: \_\_\_\_\_

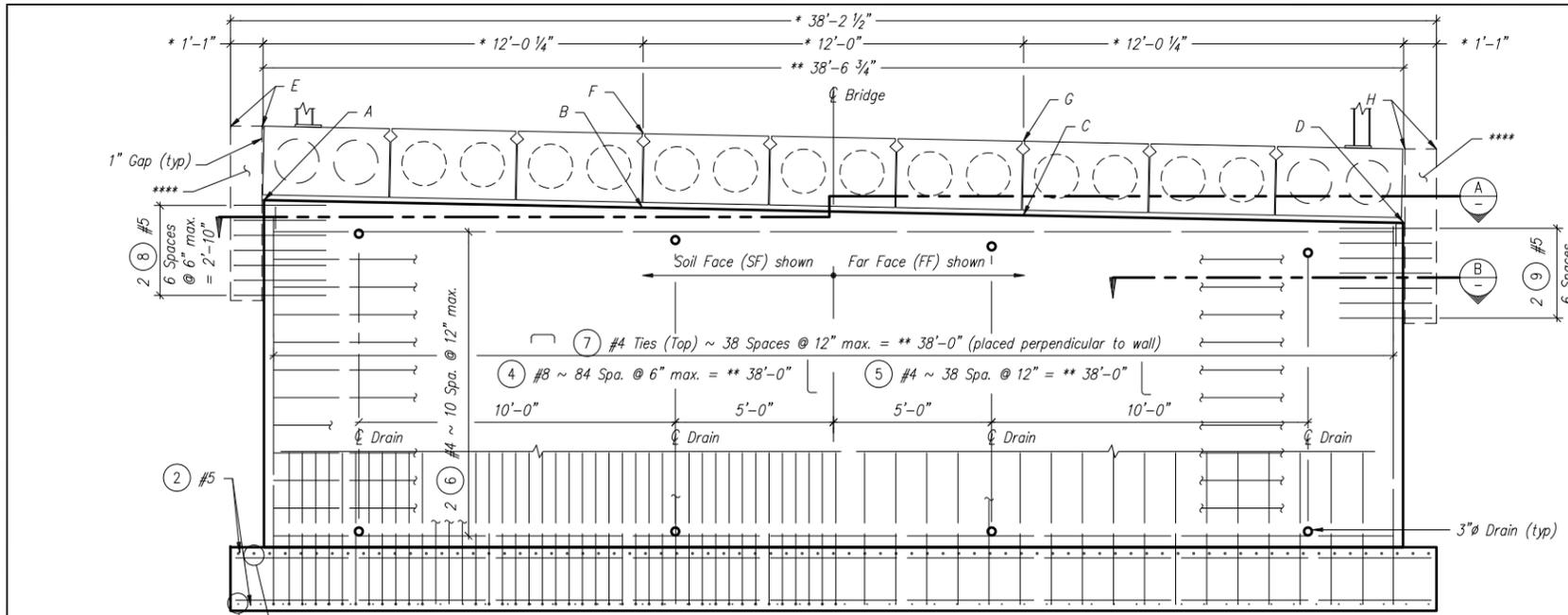
WHITMAN COUNTY  
OFFICE OF COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX, WASHINGTON 99111  
PHONE (509) 397-6206 FAX (509) 397-6210

APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**BRIDGE LAYOUT**  
NEEL BRIDGE REPLACEMENT

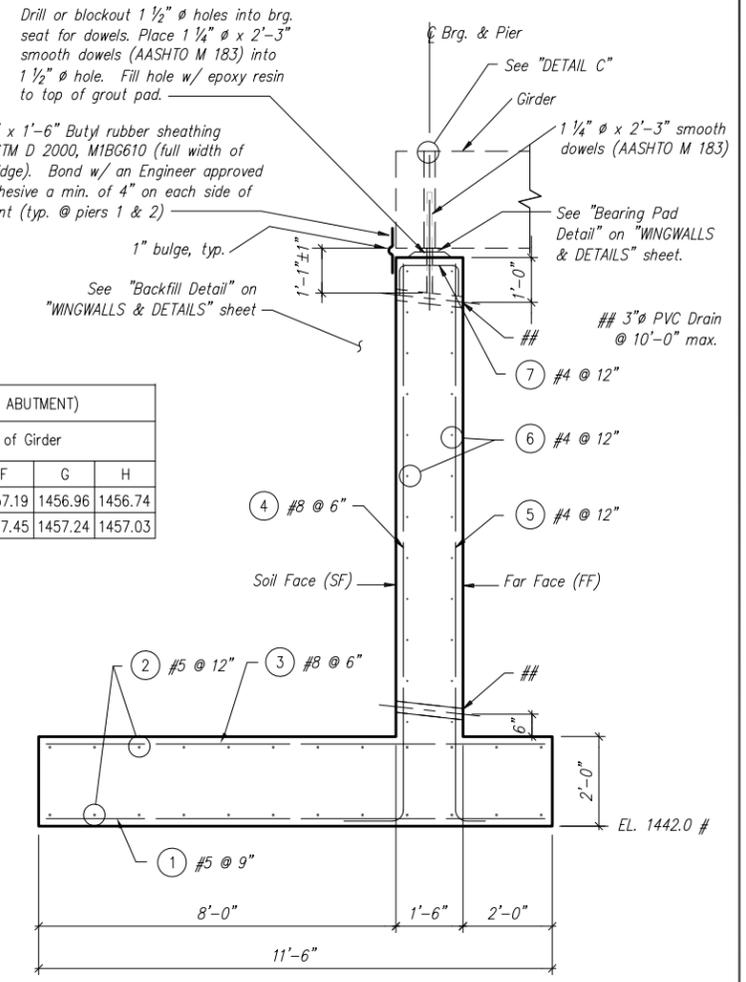
SHEET  
5 of 15



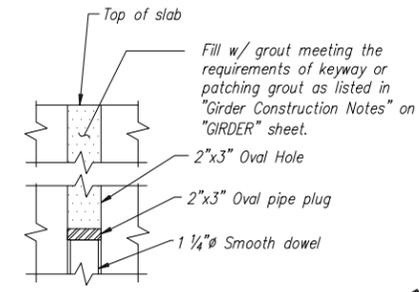
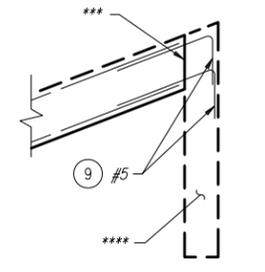
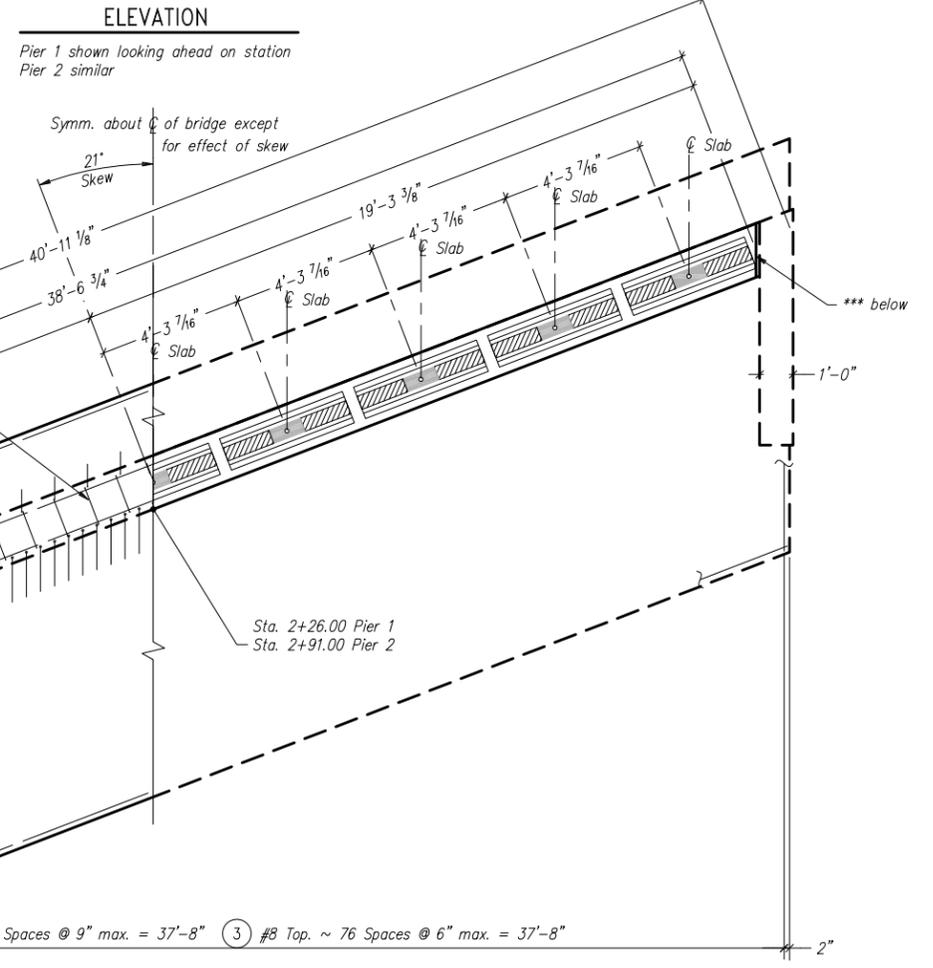


**TABLE OF ELEVATIONS (AT  $\varnothing$  OF ABUTMENT)**

Location	Top of Abutment				Top of Girder			
	A	B	C	D	E	F	G	H
Pier 1	1455.04	1454.81	1454.59	1454.36	1457.41	1457.19	1456.96	1456.74
Pier 2	1455.29	1455.08	1454.87	1454.66	1457.66	1457.45	1457.24	1457.03



\* Dimensions shown are measured normal to bridge  
 \*\* Dimensions shown are measured parallel to pier  
 \*\*\* Construction joint (typ)  
 \*\*\*\* See "WINGWALLS & DETAILS" sheet, for information not shown



# Footing shall bear on competent rock as approved by Engineer. Prepare foundation per 2-09.3(3)c of "Standard Specifications."



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 Sargent Engineers, Inc.  
 320 Ronlee Lane NW • Olympia, WA 98502  
 Tel. 360 867-9284 • Fax 360 867-9318  
 SEI Project No. - A08175.00

Drawn By: J.E. Welsh  
 Designed By: D.J. Marwill  
 Checked By: E.C. Martin  
 Date: 10/09  
 Date: 10/09  
 Date: 11/09

SCALE  
 HORIZONTAL: \_\_\_\_\_  
 VERTICAL: \_\_\_\_\_

WHITMAN COUNTY  
 OFFICE OF COUNTY ENGINEER  
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 COLFAX, WASHINGTON 99111  
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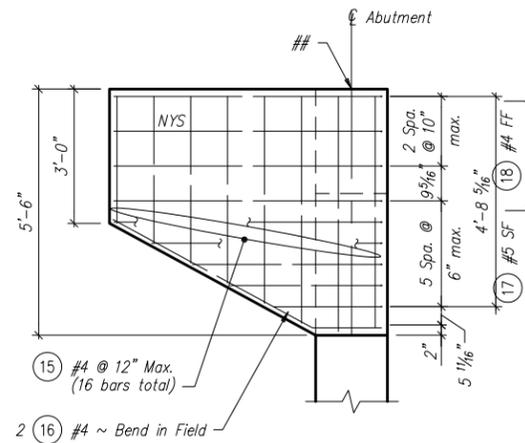
APPROVED: \_\_\_\_\_  
 COUNTY ENGINEER  
 Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
 FOOTING & ABUT. ~ PIER 1 & 2  
 NEEL BRIDGE REPLACEMENT

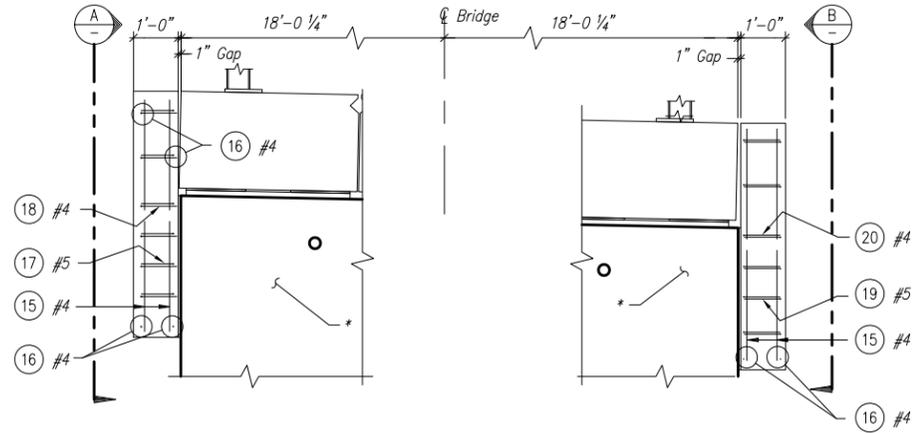
SHEET  
 6 of 15

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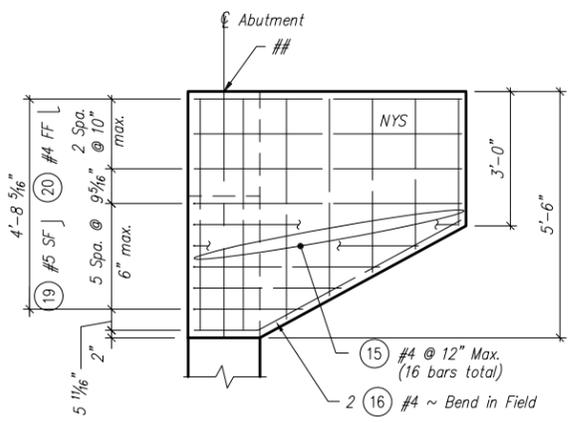


**A** SECTION

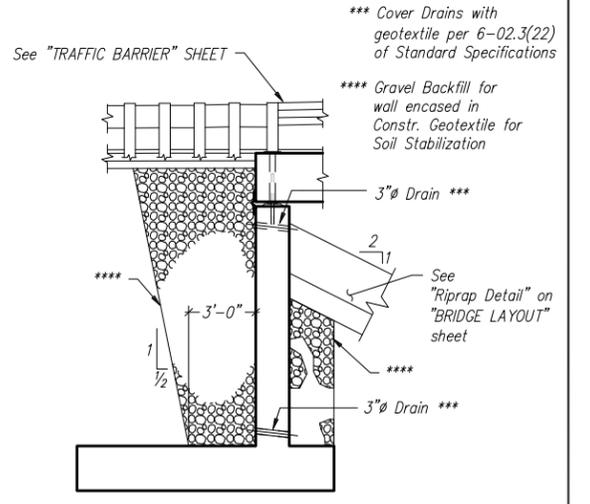


**ELEVATION**

Pier 1 shown looking ahead on station  
Pier 2 similar

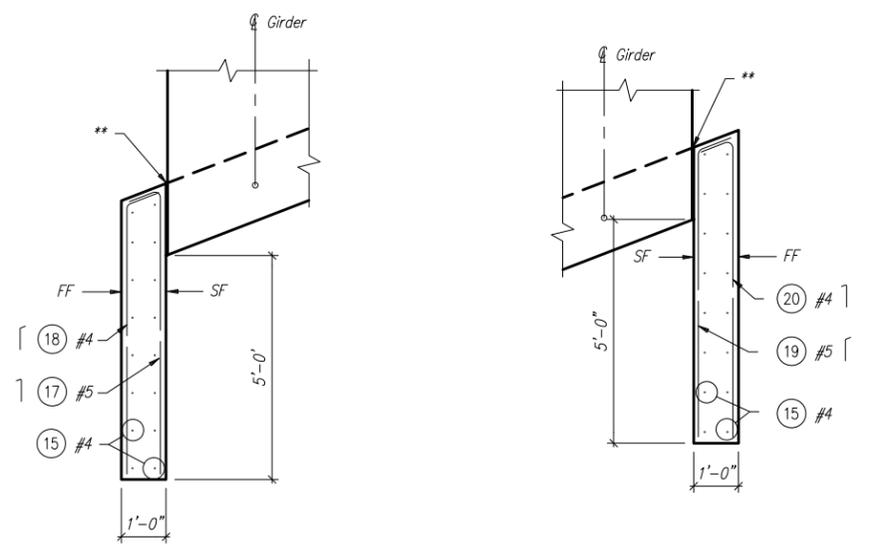


**B** SECTION

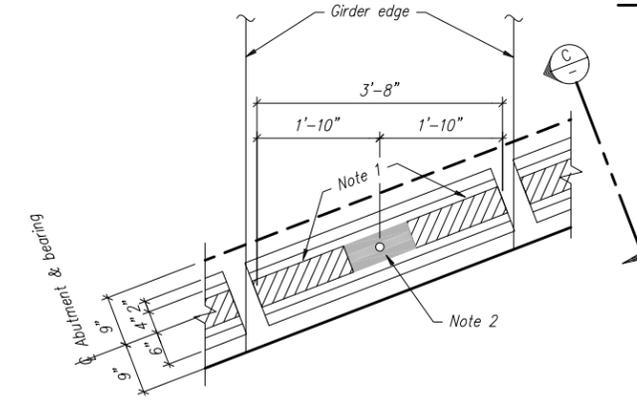


**BACKFILL DETAIL**

SF = Soil Face  
FF = Far Face  
NYS = Bridge Name and Year Stamp  
See Standard Plan E-1.  
\* = See FOOTING & ABUT. sheet for information not shown  
\*\* = 1" Premolded joint filler  
## = See "TABLE OF ELEVATIONS" on "FOOTING & ABUTMENT" sheet

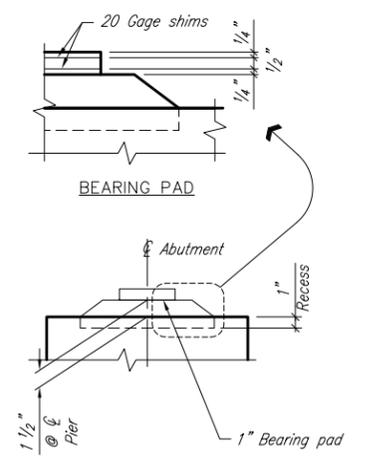


**PLAN**



**BEARING PAD DETAIL**

Note 1 1 x 5x 16" Elastomeric brg. pad (Durometer hardness = 60)  
Note 2 1" Thick x 5" wide premolded jt. filler between bearing pads



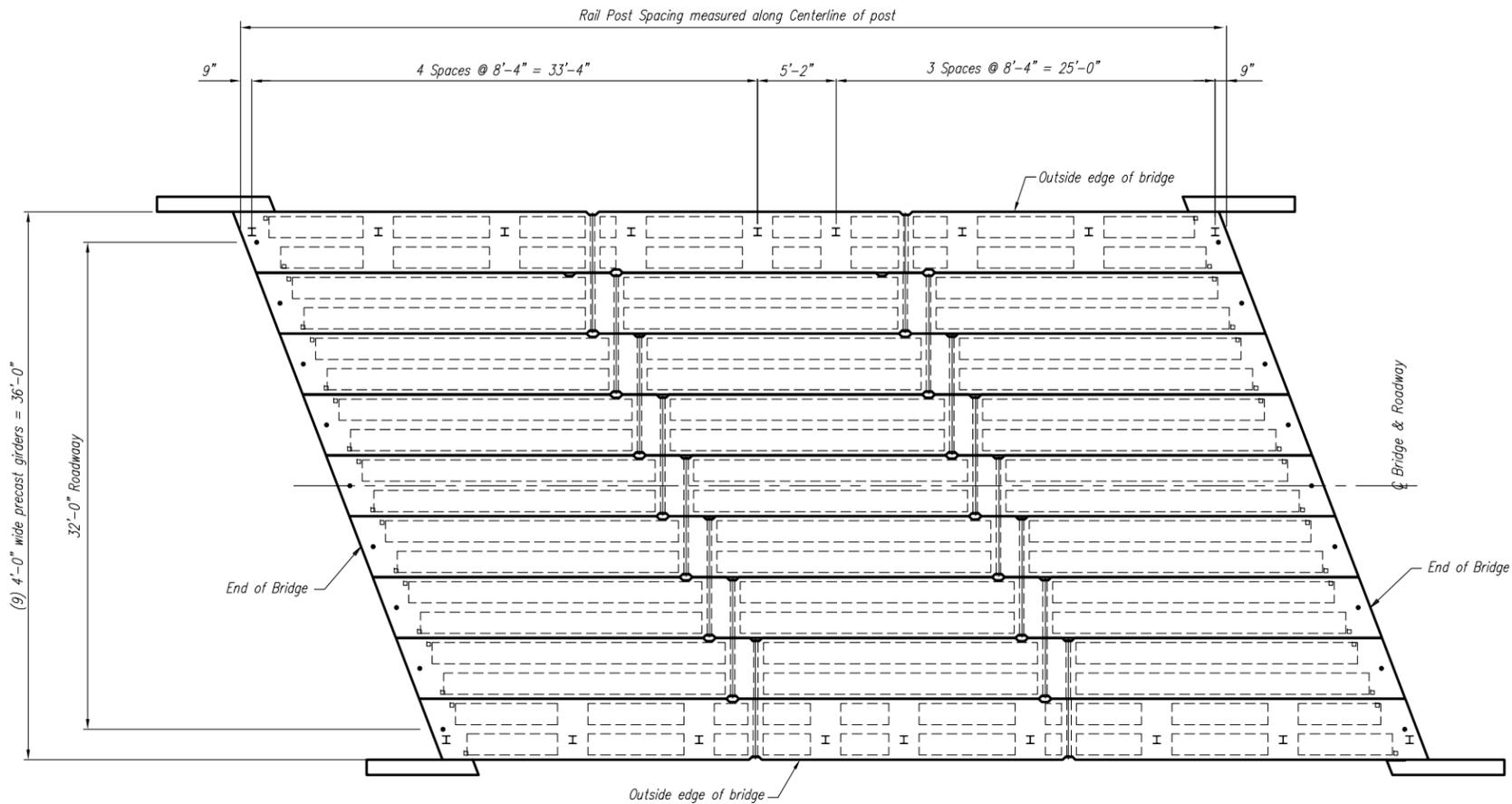
**C** SECTION

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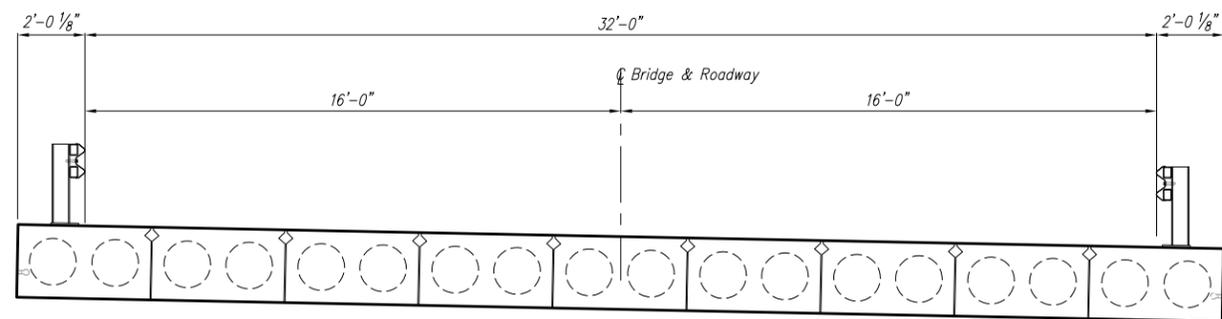
<b>SARGENT</b> Sargent Engineers, Inc. 320 Ronlee Lane NW • Olympia, WA 98502 Tel. 360 867-9284 • Fax 360 867-9318 SEI Project No. - A08175.00					Drawn By: J.E. Welsh Date: 10/09 Designed By: D.J. Marwill Date: 10/09 Checked By: E.C. Martin Date: 11/09		SCALE HORIZONTAL: _____ VERTICAL: _____		WHITMAN COUNTY OFFICE OF COUNTY ENGINEER 310 N. MAIN ST. COLFAX, WASHINGTON 99111 PHONE (509) 397-6206 FAX (509) 397-6210		APPROVED: _____ COUNTY ENGINEER Date: _____		COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2) <b>WING WALLS &amp; DETAILS</b> NEEL BRIDGE REPLACEMENT		SHEET 7 of 15	
No.	Date	By	Ckd.	Appr.	Revision											





FRAMING PLAN

Scale:  $\frac{3}{16}'' = 1'-0''$



ROADWAY SECTION

Scale:  $\frac{3}{16}'' = 1'-0''$

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SCALE  
HORIZONTAL: \_\_\_\_\_  
VERTICAL: \_\_\_\_\_

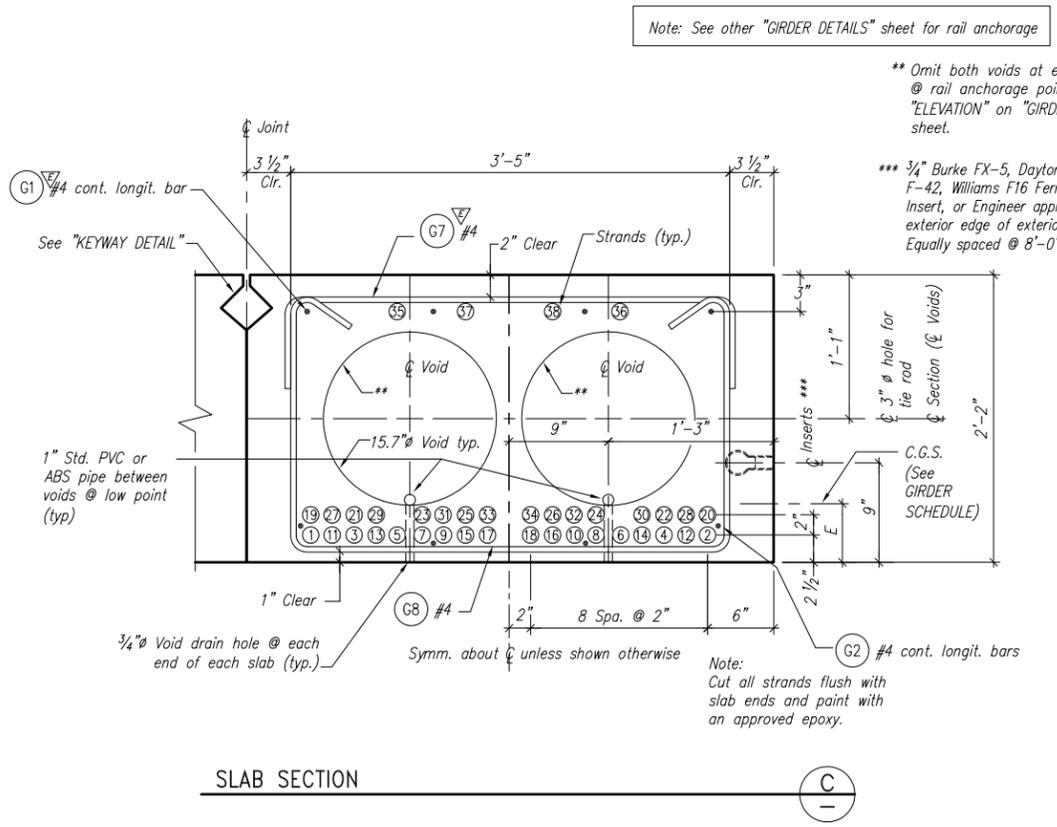
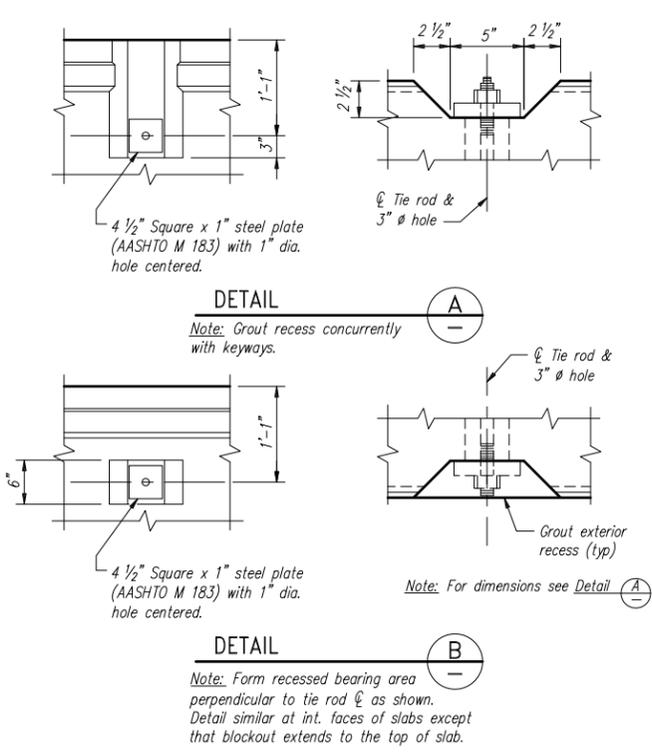
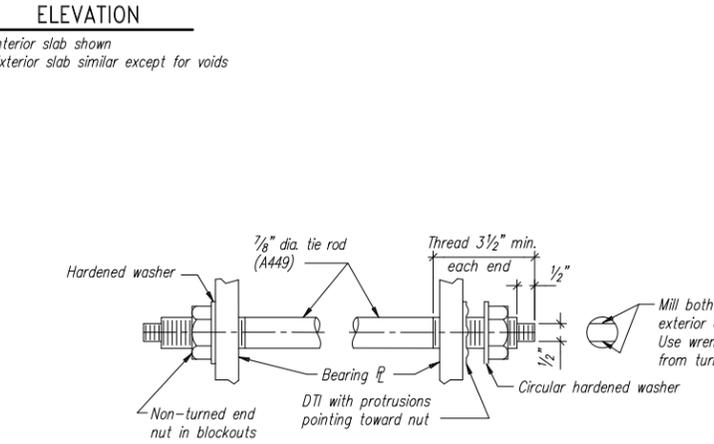
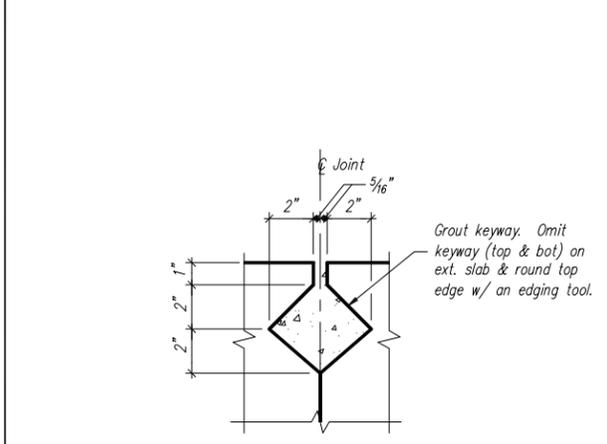
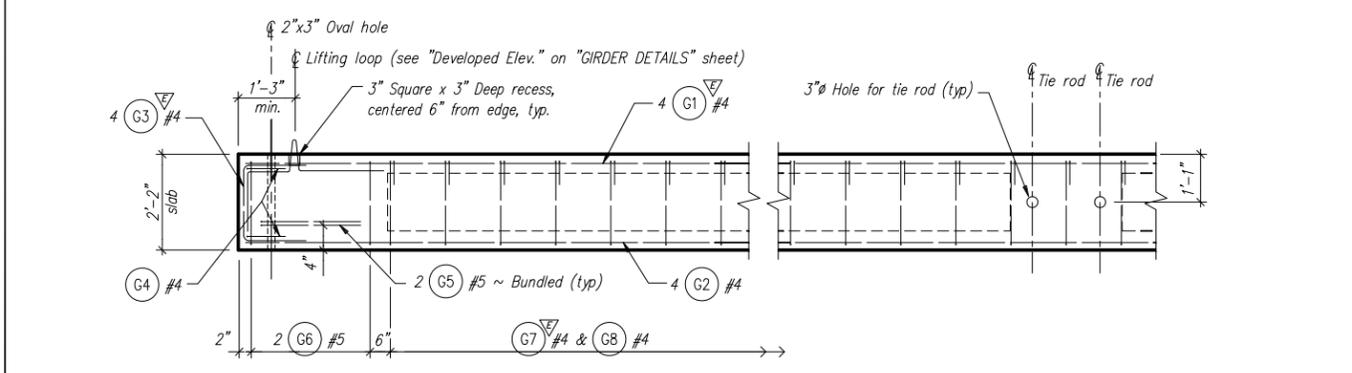
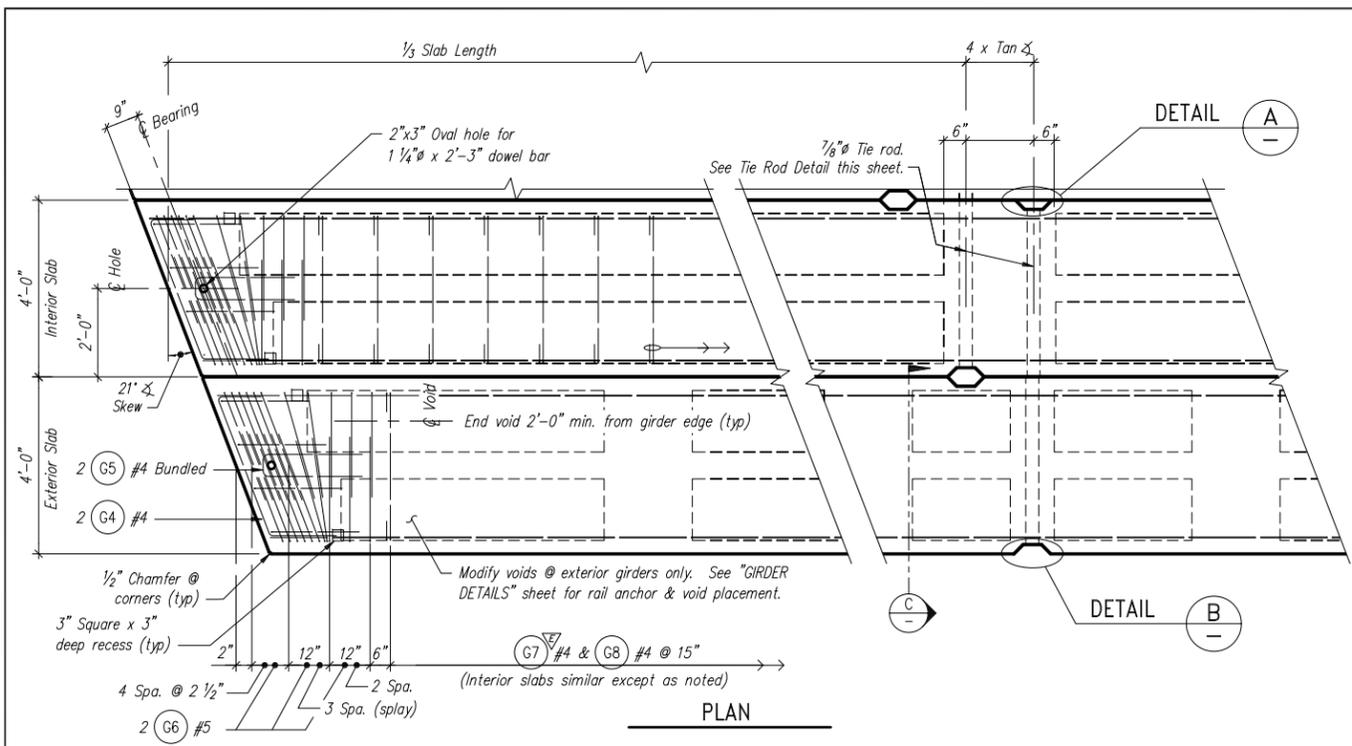
WHITMAN COUNTY  
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APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**FRAMING PLAN & ROADWAY SECTION**  
NEEL BRIDGE REPLACEMENT

SHEET  
8 of 15





**GIRDER DESIGN NOTE**

Slabs are designed for HL93 live loading and for the following dead loads:  
 - Concrete dead load of 160 lbs/ft.<sup>3</sup>  
 - Superimposed dead load of 25 lbs/ft.<sup>2</sup>

**GIRDER CONSTRUCTION NOTES**

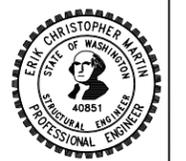
- All prestressing steel shall be 0.6"  $\phi$  low-relaxation 7-wire strands AASHTO M203 Grade 270. Strands shall be tensioned initially to 0.75 fs.
- All reinforcing steel shall conform to AASHTO M31, Grade 60. All reinforcing steel splices shall be 2'-0" minimum, unless shown otherwise.
- All reinforcing bars shall be placed 2" from nearest face of concrete unless shown otherwise.
- Concrete shall be air-entrained with minimum compressive strength at transfer and final compressive strength as shown in the Girder Schedule.
- No traffic shall be allowed on a beam adjacent to a grouted joint until the grout has attained a minimum strength of 4000 psi.
- Grout used for keyway between girders shall be a nonshrink, prepackaged material meeting the requirements of ASTM C-1107. The minimum compressive strength shall be 4000-psi at 7-days.
- Grout used for patching exterior recesses of the girders shall be as recommended by the girder manufacturer. The minimum compressive strength shall be 4000-psi at 7-days.
- Provide high strength tie rods per Tie Rod Detail conforming to ASTM A449. Provide heavy hexagon nuts conforming to AASHTO M 291 (Gr. DH). Provide washers conforming to AASHTO M 293. Hot-dip galvanize tie rods, plates, nuts and washers (except DTIs) after fabrication per AASHTO M 111. Tighten tie rods to 39 kips (minimum) using mechanically galvanized direct tension indicators (DTIs) conforming to ASTM F959.
- Tighten all tie rods (per box or slab) to about one half the specified tension before proceeding with final tensioning.

Note: See other "GIRDER DETAILS" sheet for rail anchorage

\*\* Omit both voids at exterior slab @ rail anchorage points, per "ELEVATION" on "GIRDER DETAILS" sheet.

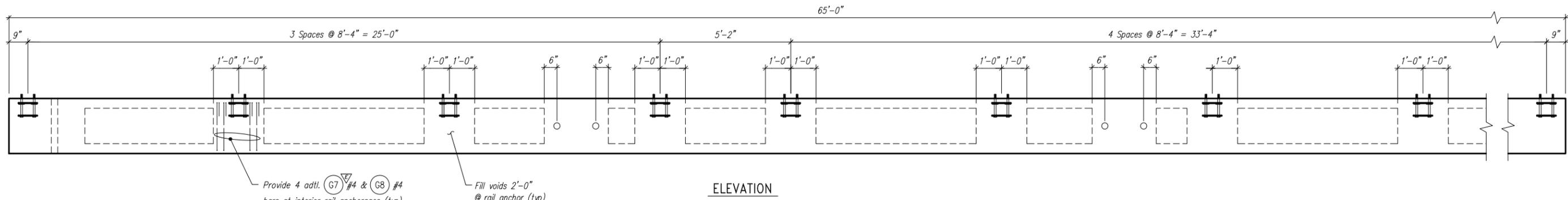
\*\*\* 3/4" Burke FX-5, Dayton Superior F-42, Williams F16 Ferrule Loop Insert, or Engineer approved equal @ exterior edge of exterior girder only. Equally spaced @ 8'-0" max.

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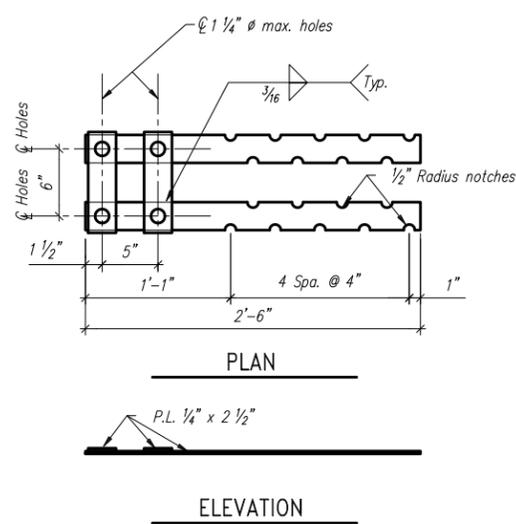


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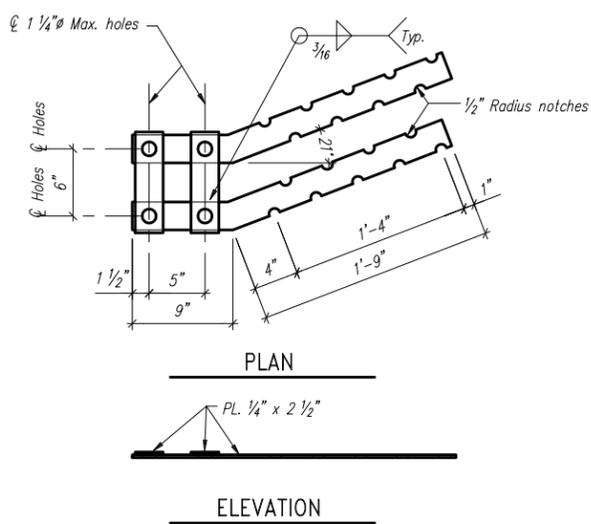




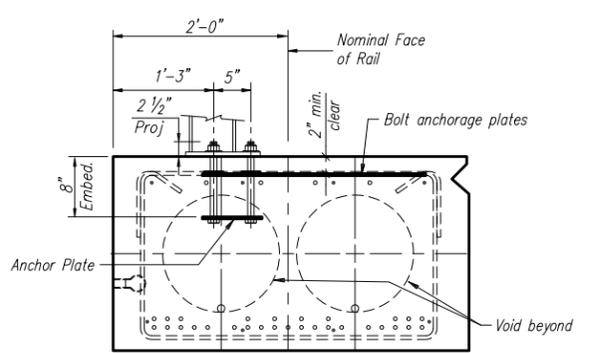
**ELEVATION**  
**RAIL ANCHOR PLACEMENT @ EXTERIOR GIRDERS**  
 Dimensions shown are measured along  $\phi$  of rail post



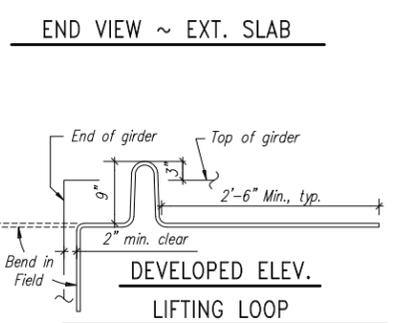
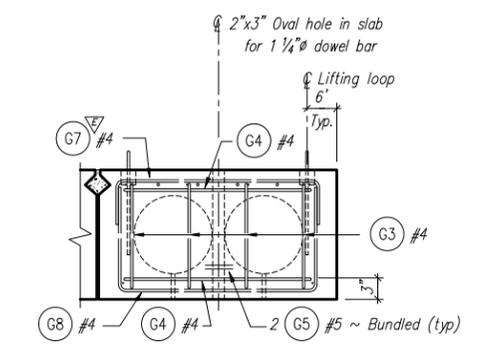
**BOLT ANCHORAGE PLATES**  
 All plates shall be ASTM A36  
 Install one anchorage plate assembly in slab at each rail post. Do not galvanize or oil this assembly. Bolt Anchorage Plates may not be cut.



**GIRDER END ~ BOLT ANCHORAGE PLATES**  
 All plates shall be ASTM A36  
 Do not galvanize or oil this assembly. Bolt Anchorage Plates may not be cut.



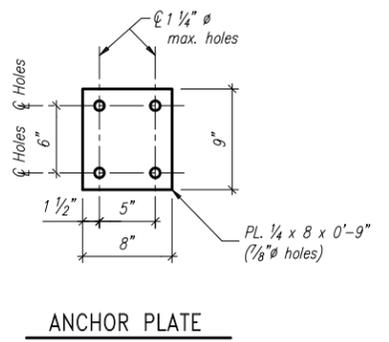
**RAIL ANCHORAGE**



**DEVELOPED ELEV. LIFTING LOOP**  
 1/2"  $\phi$  or 0.6"  $\phi$  7-wire strands (AASHTO M203 Grade 270) for lifting slab; minimum of 4 strands per slab. After slab is in place cut strand 1 1/4" (min.) clear to top of slab and fill hole with grout.

BAR LIST				
▽ = Epoxy coated				
MARK	LOCATION	SIZE	NO. REQ'D.	BENDING DIAGRAM
G1	Slab Longit. - Top	4 ▽	4	Str.
G2	Slab Longit. - Bot.	4	4	Str.
G3	End of Slab - Tie	4 ▽	8	
G4	End of Slab - Tie	4	4	
G5	End of Slab - Tie	4	4	
G6	End of Slab - Tie	5 ▽	As req'd. by skew	
G7	Slab Transv. - Tie	4 ▽	Varies with span	
G8	Slab Transv. - Stirrup	4	Varies with span	

All reinforcing shall be AASHTO M31 (Grade 60)



**ANCHOR PLATE**

GIRDER SCHEDULE										
STRAND PATTERN	LENGTH	NO. STRANDS	JACKING FORCE	DISTANCE "E" TO c.g.s. (in.)	CONCRETE COMP. STRENGTH		Nominal Span Length Ctr. to Ctr. Bearing (ft.)	CAMBER (in.)		
					INITIAL AT RELEASE (psi)	FINAL AT 28 DAYS (psi)		C	D AT 40 DAYS	D AT 120 DAYS
Int. Girder	65'-0"	22	967 <sup>k</sup>	4.55	5000	7000	63'-4 3/4"	0	1	1 1/4"
Ext. Girder	65'-0"	24	1055 <sup>k</sup>	4.54	5000	7000	63'-4 3/4"	0	1	1 1/4"

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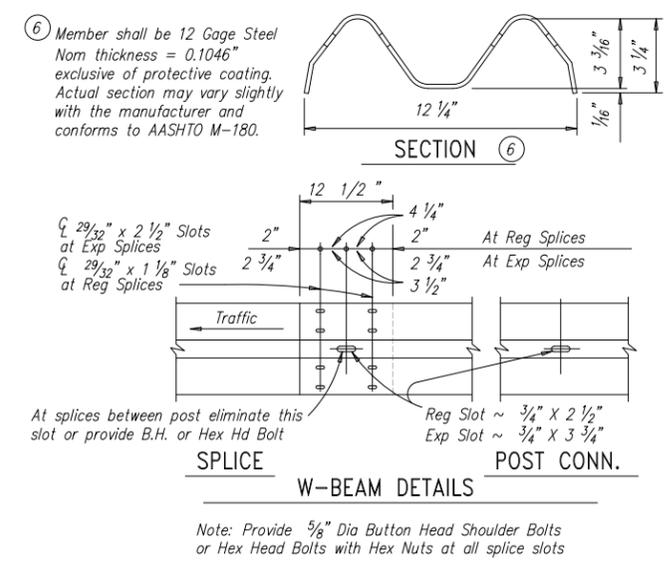
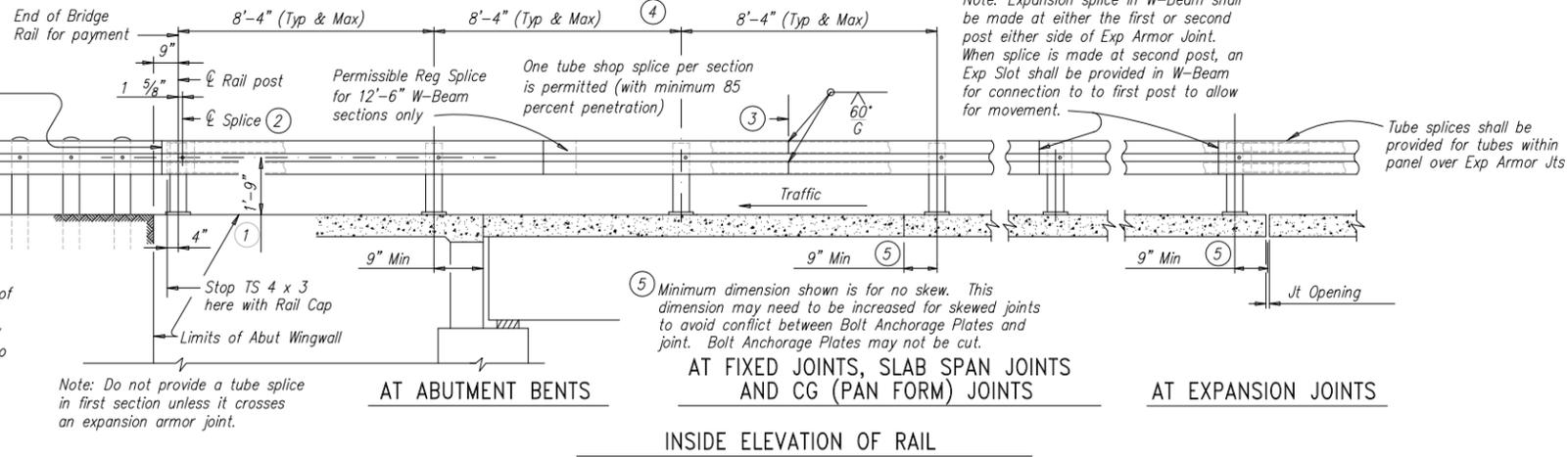




Note: Bridge rail must be attached to a metal beam guard rail transition section (nested W-beam) which then attaches to a metal beam guard rail and extends along the embankment unless shown otherwise on the plans. The splice joining the approach guard rail transition to the bridge rail shall be a regular splice.

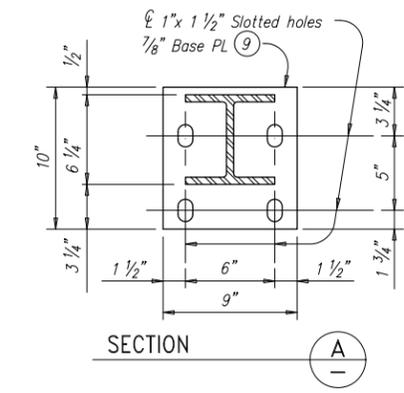
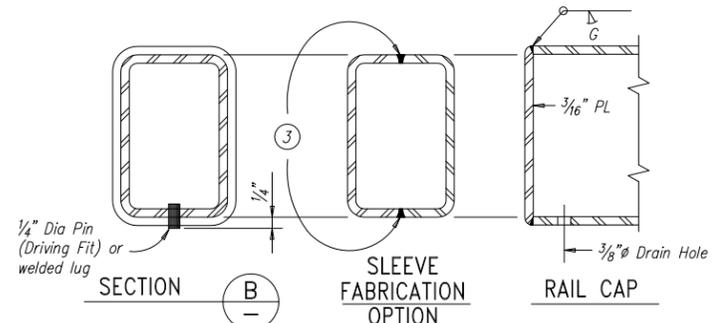
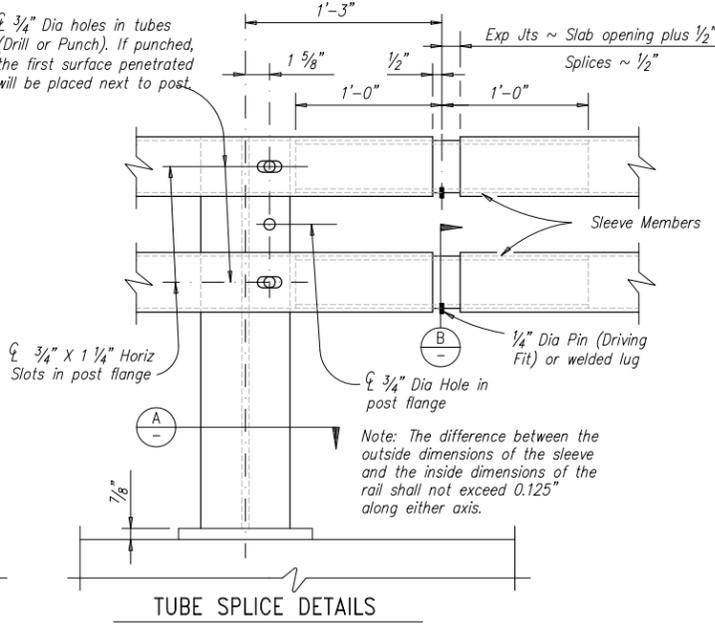
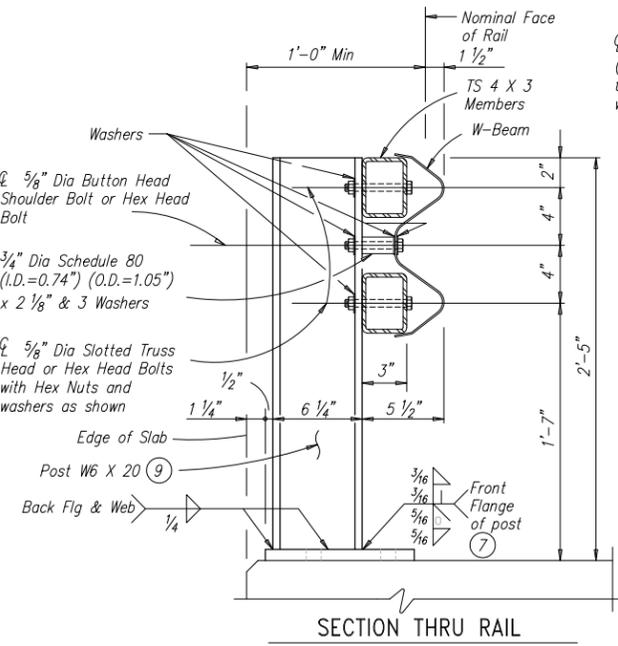
- ② Splice may be on either side of bridge rail post web.
- ③ The weld may be square groove or single vee groove. Grind smooth.
- ④ Maintain 8'-4" post spacing wherever possible for use with nominal 25" W-Beam sections (26'-0 1/2" overall). Symmetry of the post spacing on both sides and along the structure is not necessary. The nominal 25" sections may also be maintained by introducing four post spaces at 6'-3" at areas of conflict. Two adjacent spaces of 8'-8" and 8'-0" each are also permissible.

- ⑦ In lieu of front Flg weld shown, a 3/8" fillet weld all around including edges of flange may be used.
- ⑧ Note not used
- ⑨ All steel posts and plates shall be ASTM A36.



TUBE & SLEEVE MEMBERS		
Rail Member		Sleeve Thickness
Material	Thickness	Material ~ A36
A 500 Grade C	0.188"	0.188"
A 500 Grade B	0.250"	0.250"
A 500 Grade A or A 501	0.313"	0.250"

Note: Other sections of equal or greater strength are acceptable for sleeves.



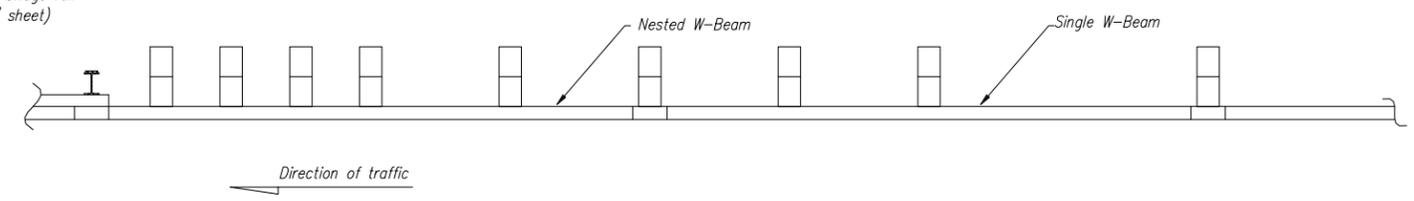
**GENERAL NOTES:**  
 Section lengths of TS 4 x 3 members shall be attached continuously to a minimum of three posts (except at abutments with expansion joints).  
 Face of rail and posts shall be vertical transversely unless otherwise approved by the Engineer. Posts shall be perpendicular to adjacent roadway grade. Grout may be used under base plates if necessary.  
 All W-beam, tubing, posts, bolts, nuts, washers, anchorage plates and bottom plates are considered as parts of the rail for payment.  
 All steel components shall be galvanized unless otherwise shown in plans.  
 At expansion slots in W-beam rail, tighten bolts snugly.  
 Anchor bolts shall be 3/4" Dia ASTM A325 bolts (or A321 threaded rods with one tack welded hex nut each) with one hex nut and one 2" O.D. washer (0.153" Min thick) plus one 1 1/2" O.D. hardened washer (0.122" Min thick) at each bolt. Optionally use rectangular 3/8" x 2" x 0'-3" A36 plate with 13/16" Dia hole. Threaded rods may be 0.670" minimum diameter with rolled threads. Nuts shall conform to A563 requirements. The untapped blanks shall be galvanized prior to cutting the threads. Threads for bolts and nuts shall have Class 2A and 2B fit tolerances in accordance with ANSI B1.1.

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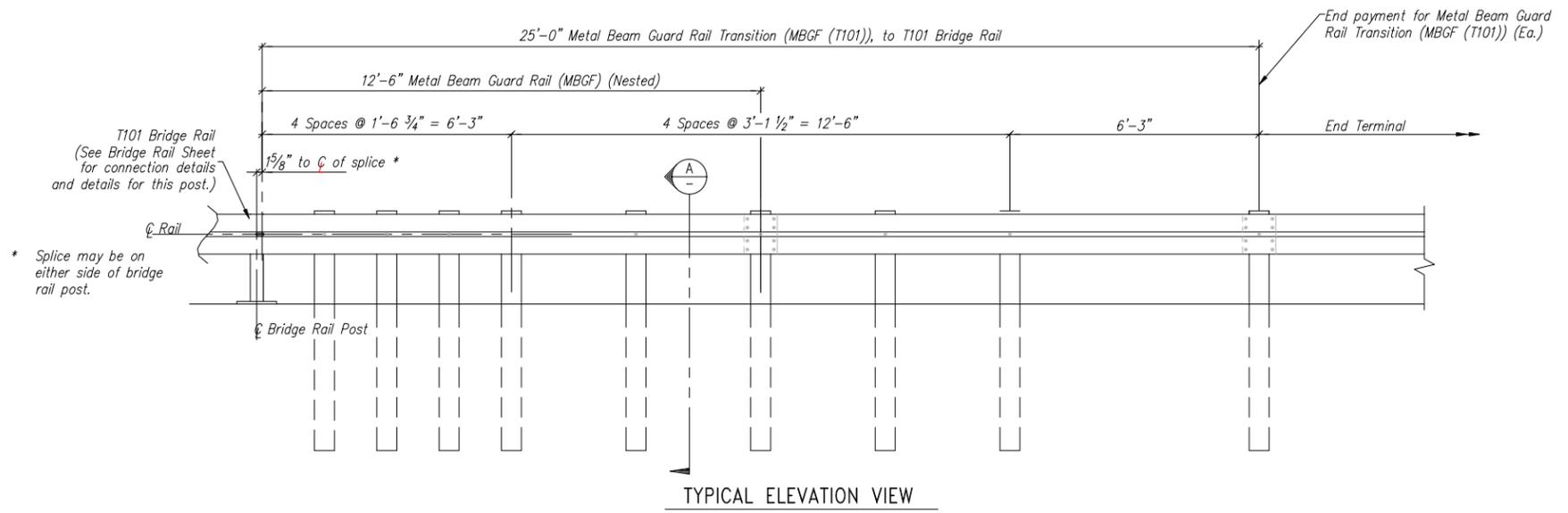




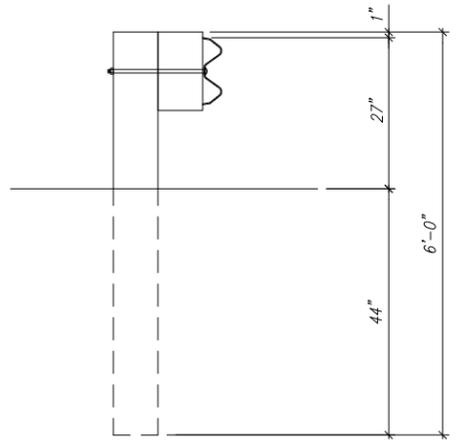
Connects to T101 bridge rail  
(see "Bridge Rail" sheet)



TYPICAL PLAN VIEW



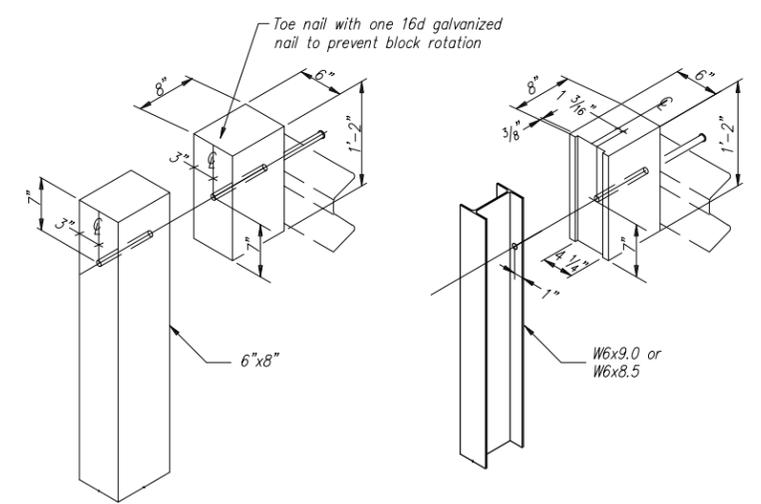
TYPICAL ELEVATION VIEW



SECTION A-A

**GENERAL NOTES**

1. The type of post (rectangular wood post, or steel post) will be shown elsewhere in the plans. The exact position of transitions shall be shown elsewhere in the plans or as directed by the Engineer.
2. Rail element shall meet all requirements of AASHTO M-180 except as modified on the plans.
3. Button head post bolts (A307) shall be of sufficient length to extend through the full thickness of the nut and no more than 3/4" beyond it. Button head splice bolts (A307) are 5/8" x 1 1/4" with a 5/8" double recessed nut. Galvanized fittings (bolts, nuts and washers) shall be in accordance with Section 9-16.3(3) of Std. Specs. Fittings shall be incidental to the bid item requiring construction of transition.
4. Where solid rock is encountered or where shown on the plans, the diameter of the holes shall be approximately 12 inches, the backfilling shall be with a cohesionless material, and embedment depth shall be 1'-6" or more as directed by the Engineer.



WOOD BLOCKOUT TO RECTANGULAR WOOD POST DETAIL

WOOD BLOCKOUT TO STEEL POST DETAIL

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Date: 10/09  
Date: 11/09

SCALE  
HORIZONTAL: \_\_\_\_\_  
VERTICAL: \_\_\_\_\_

WHITMAN COUNTY  
OFFICE OF COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX, WASHINGTON 99111  
PHONE (509) 397-6206 FAX (509) 397-6210

APPROVED: \_\_\_\_\_  
COUNTY ENGINEER  
Date: \_\_\_\_\_

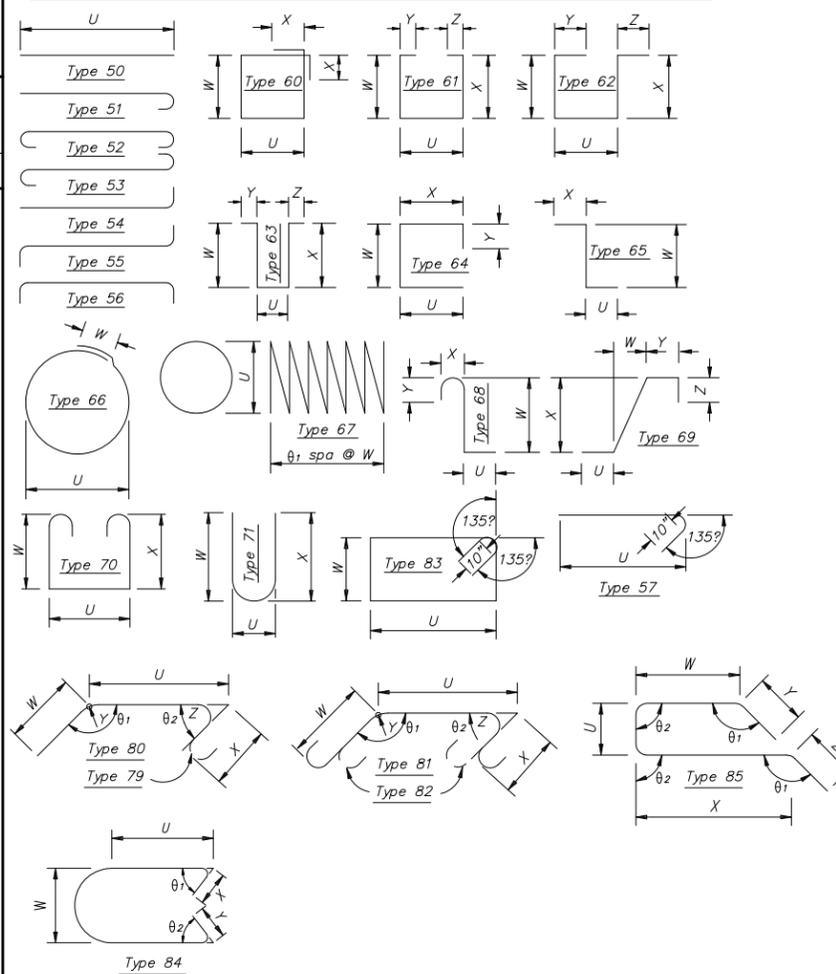
COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**MBGF T101 TRANSITION**  
NEEL BRIDGE REPLACEMENT

SHEET  
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S=Bar Is Included In Substructure Quantities  
 F=Bar is to be Field Welded  
 T=Tie or Stirrup.  
 E=Bar is to be Epoxy Coated  
 V=Bar dimensions vary between dimensions shown on this line and following line.

### REINFORCEMENT BENDING DIAGRAMS



#### REINFORCING NOTES:

1. All reinforcing bars on this sheet shall be AASHTO M-31 Grade 60, unless shown otherwise.
2. Bend for transverse bars due to roadway crown conditions are not shown. These bars shall be bent as required to conform to the configuration of the structure.
3. Reinforcing of precast concrete slabs not shown in this bar list.

Mark No.	Location	Size	No. Req'd	Bend Type	Tie or Stir	Fld. Weld	Substr.	Epoxy Coat	Varies	No. Each	DIMENSIONS ( OUT TO OUT )												Length		Weight
											U		W		X		Y		Z		θ <sub>1</sub>	θ <sub>2</sub>	Ft.	In.	
											Ft.	In.	Ft.	In.	Ft.	In.	Ft.	In.	Ft.	In.	Deg	Deg	Ft.	In.	
1	PIER 1 & 2 FOOTING	5	108	50						1	12	0.5								12	1.0	1361			
2	LONGIT BOT	5	48	50						1	40	5.4								40	5.0	2023			
3	TRANSV TOP & BOT	8	154	50						1	12	0.5								12	1.0	4968			
4	LONGIT TOP	8	85	54						1	12	8.5								13	10.0	3064			
4	VERT FT TO WW PIER 1	8	85	54						1	12	0.4								13	2.0	3092			
4	VERT FT TO WW PIER 2	8	85	54						1	12	11.5								14	1.0	337			
5	VERT FT TO WW PIER 1	4	39	54						1	12	0.4								13	2.0	344			
5	VERT FT TO WW PIER 2	4	39	54						1	12	8.5								13	3.0	1124			
6	HORIZ ABUT	4	44	50						1	38	2.8								12	7.0	91			
7	TIE ABUT	4	78	56						1	1	2.0								38	3.0	134			
8	ABUT TO WW SW & NE	5	28	80						1	3	1.5	1	6.0	0	0.0	0	1.5	0	0.0	111	0	4	7.0	129
9	ABUT TO WW SE & NE	5	28	80						1	3	1.5	1	6.0	0	0.0	0	1.5	0	0.0	69	0	4	5.0	129
15	WINGWALLS	4	8	50						1	5	2.0								5	2.0	28			
15	WW VERT	4	56	50						8	5	2.0								5	2.0	147			
16	WW BOT EDGE DIAG	4	8	50						1	2	8.0								2	8.0	36			
17	SW & NE HORIZ SF	5	12	80						2	6	3.0	0	9.0	0	0.0	0	1.5	0	0.0	111	0	6	11.0	68
17	SW & NE HORIZ SF	5	12	80						2	6	3.0	0	9.0	0	0.0	0	1.5	0	0.0	111	0	6	11.0	43
18	SW & NE HORIZ SF	4	12	80						2	5	11.3	0	9.0	0	0.0	0	1.5	0	0.0	69	0	6	6.0	40
18	SW & NE HORIZ SF	4	12	80						2	5	11.3	0	9.0	0	0.0	0	1.5	0	0.0	69	0	6	6.0	26
19	SE & NW HORIZ SF	5	6	80						2	6	3.5	0	9.0	0	0.0	0	1.5	0	0.0	111	0	7	0.0	44
19	SE & NW HORIZ SF	5	6	80						2	6	3.5	0	9.0	0	0.0	0	1.5	0	0.0	111	0	7	0.0	44
20	SE & NW HORIZ SF	4	12	80						2	6	7.3	0	9.0	0	0.0	0	1.5	0	0.0	69	0	7	2.0	43
20	SE & NW HORIZ SF	4	12	80						2	6	7.3	0	9.0	0	0.0	0	1.5	0	0.0	69	0	7	2.0	43
20	SE & NW HORIZ SF	4	6	80						2	6	7.3	0	9.0	0	0.0	0	1.5	0	0.0	69	0	7	2.0	14
20	SE & NW HORIZ SF	4	6	80						2	6	7.3	0	9.0	0	0.0	0	1.5	0	0.0	69	0	7	2.0	14

DO NOT SCALE REDUCED SHEETS



No.	Date	By	Ckd.	Appr.	Revision

**SARGENT**  
 Sargent Engineers, Inc.  
 320 Ronlee Lane NW • Olympia, WA 98502  
 Tel. 360 867-9284 • Fax 360 867-9318  
 SEI Project No. - A08175.00

Drawn By: J.E. Welsh Date: 12/08  
 Designed By: D.J. Marwill Date: 10/09  
 Checked By: E.C. Martin Date: 11/09

SCALE  
 HORIZONTAL: \_\_\_\_\_  
 VERTICAL: \_\_\_\_\_

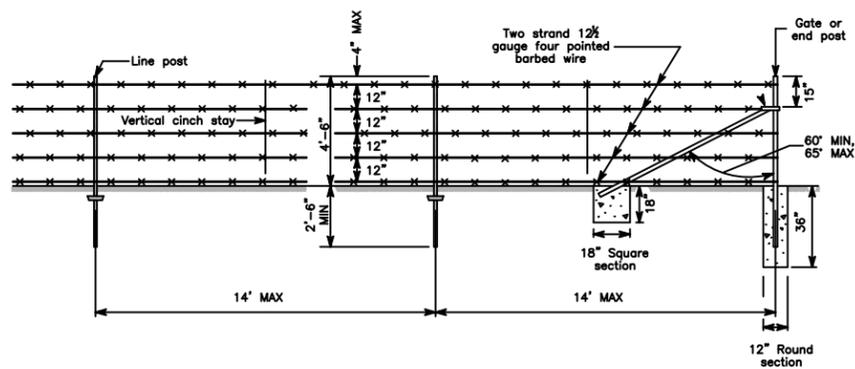
WHITMAN COUNTY  
 OFFICE OF COUNTY ENGINEER  
 310 N. MAIN ST.  
 COLFAX, WASHINGTON 99111  
 PHONE (509) 397-6206 FAX (509) 397-6210

APPROVED: \_\_\_\_\_  
 COUNTY ENGINEER  
 Date: \_\_\_\_\_

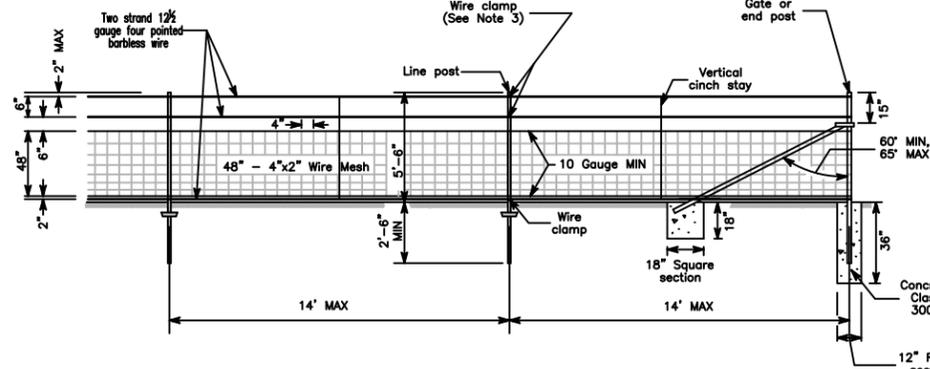
COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**BAR LIST**  
 NEEL BRIDGE REPLACEMENT

SHEET  
 13 of 15

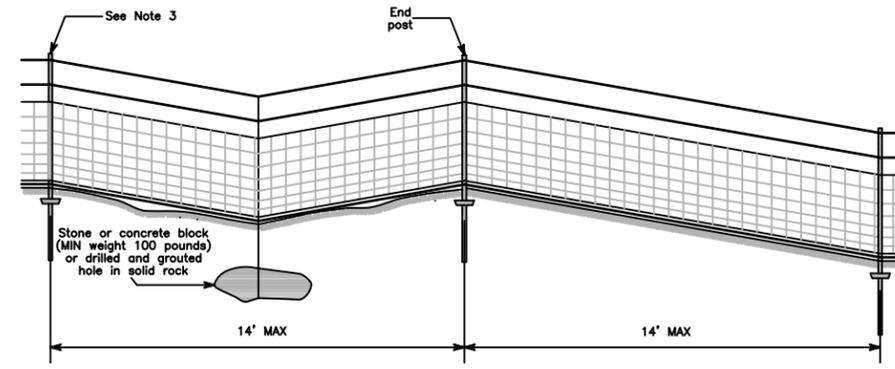




WIRE FENCE - TYPE A

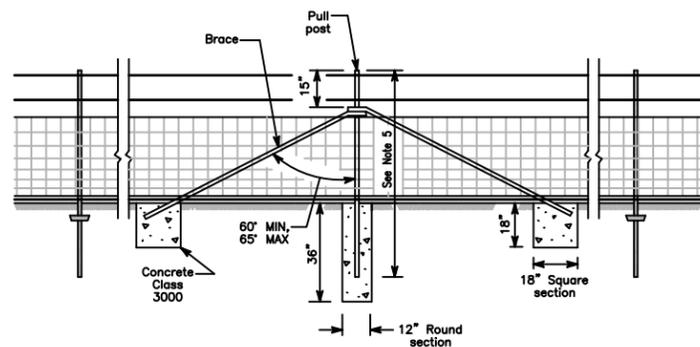


WIRE FENCE - TYPE B

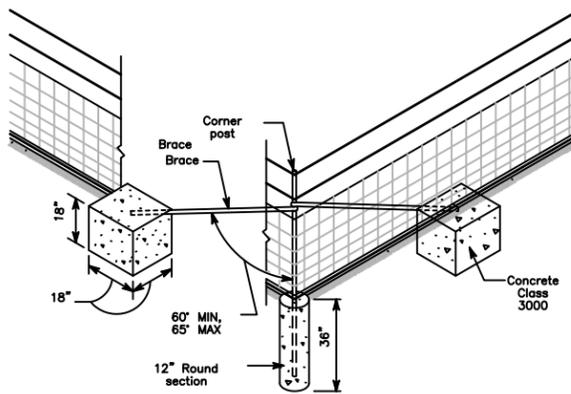


TREATMENT OF SAGS

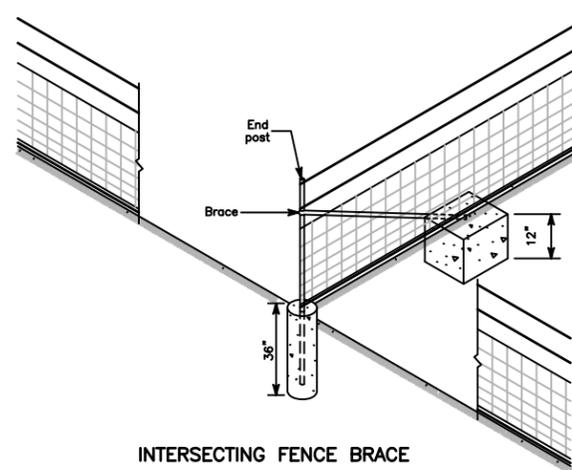
WIRE FENCE STEEL POST DETAILS  
Details for Type A Fence identical  
as shown for Type B Fence



LINE BRACE  
(Maximum spacing 1000 feet)



CORNER BRACE  
(Angles 30° and over)



INTERSECTING FENCE BRACE

NOTES:

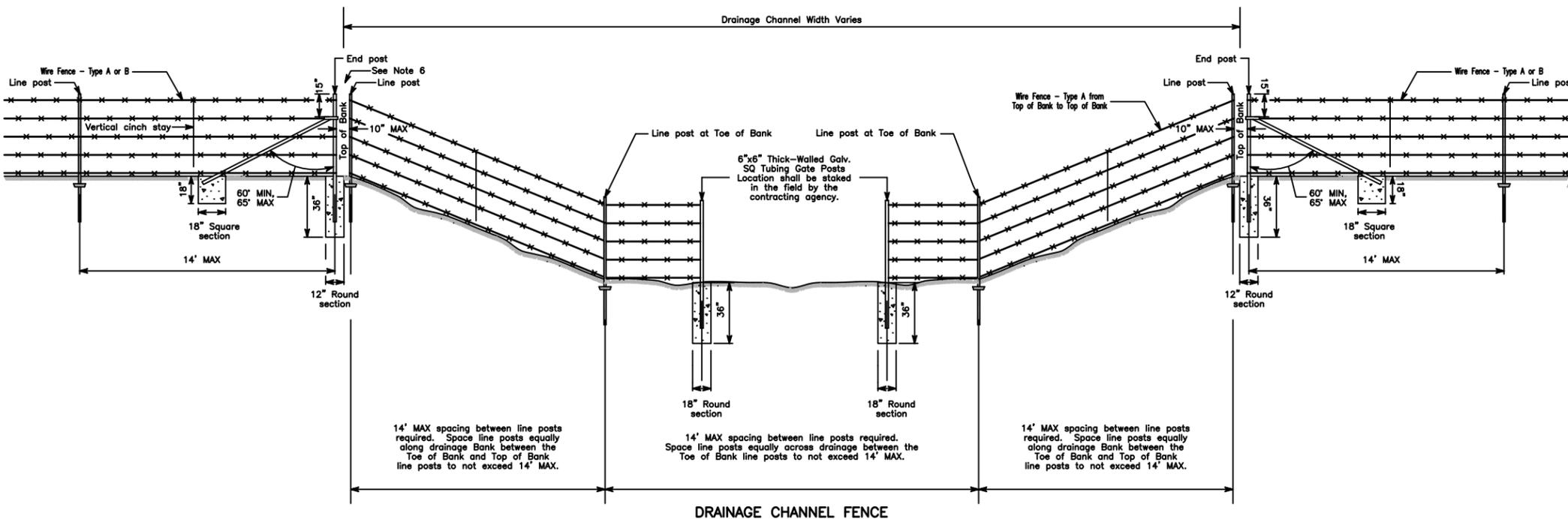
1. Details for Type A Fence, same as Type B.
2. Four wire clamps per post required for mesh wire. Three additional clamps per post required in sag section.
3. All Concrete Class 3000 is incidental to installation.
4. Line Posts shall be Heavy Duty Steel T-Posts, or Engineer approved equal. All other material and method shall be per Standard Specification 8-12 Chain Link Fence and Wire Fence.
5. Pull, Gate, and End Posts shall be 7.0' Min. for Wire Fence - Type A and 8.0' Min. for Wire Fence - Type B.
6. No tie shall be made between the End Post and Top of Bank Line Post.
7. Fence location shall be marked by the contracting agency in the field.

MEASUREMENT:

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the L.F. contract price for "Wire Fence - Type -" even though the actual quantities required may deviate from those listed.

"Wire Fence - Type -" contains the following approximate quantities of materials and work:

Wire Fence - Type A	1300	L.F.
Two strand 12 gauge four pointed barbed wire	6500	L.F.
Gate or End Post Location(s)	6	Each
Line Brace Location(s)	1	Each
Corner Brace Location(s)	5	Each
Intersecting Fence Brace Location(s)	2	Each
Line Post Location(s)	93	Each
Vertical Cinch Stay Location(s)	93	Each



DRAINAGE CHANNEL FENCE

APPROVED:



EXPIRES 09-22-12

No.	Date	By	Ckd.	Appr.	Revision

Drawn By:	Date:	SCALE
J. MARSHALL	02/2011	HORIZONTAL: AS SHOWN
Designed By:		VERTICAL: AS SHOWN
M. STOREY	02/2011	
Checked By:		
M. STOREY	02/2011	

WHITMAN COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX WA. 99111  
(509) 397-6206

PLANS PREPARED UNDER THE  
DIRECTION OF:  
MARK STOREY, P.E.  
COUNTY ENGINEER  
Date: 02/2011

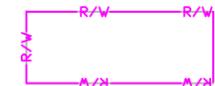
COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**WIRE FENCE DETAILS**  
NEEL BRIDGE REPLACEMENT

SHEET  
14 OF 15



PARCEL INFORMATION						
PARCEL NO.	PARCEL OWNER	BEFORE AREA	NEW R/W AREA	RETURN R/W AREA	AFTER AREA	EASEMENT AREA
1-001	JUSTIN HEATON	148.00 ACRES	0.14 ACRES	0.00 ACRES	147.86 ACRES	1.15 ACRES

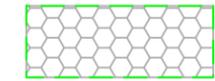
S.W. 1/4, SECTION 9, T. 14 N., R. 40 E., W.M.



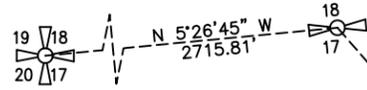
EXISTING RIGHT-OF-WAY



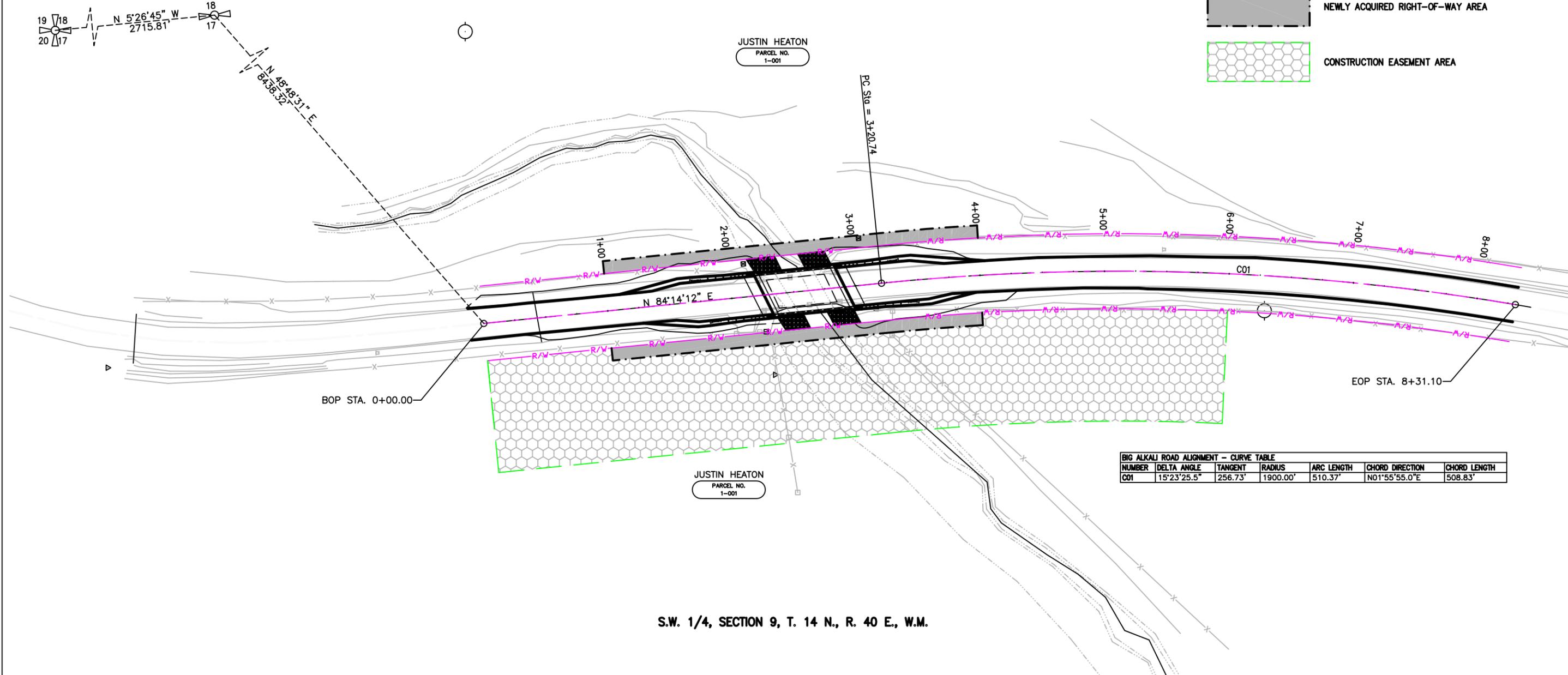
NEWLY ACQUIRED RIGHT-OF-WAY AREA



CONSTRUCTION EASEMENT AREA



JUSTIN HEATON  
PARCEL NO.  
1-001

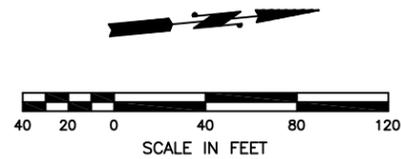


EOP STA. 8+31.10

JUSTIN HEATON  
PARCEL NO.  
1-001

BIG ALKALI ROAD ALIGNMENT - CURVE TABLE						
NUMBER	DELTA ANGLE	TANGENT	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C01	15°23'25.5"	256.73'	1900.00'	510.37'	N01°55'55.0"E	508.83'

S.W. 1/4, SECTION 9, T. 14 N., R. 40 E., W.M.



BASIS OF BEARING IS GPS WGS84 WASHINGTON STATE PLANE SOUTH.  
SAID BEARING BEING N 5°26'45" W BETWEEN THE SW & W QUARTER  
CORNERS OF SECTION 17, T. 14 N., R. 40 E., W.M.  
SAID BEARING WAS ESTABLISHED WITH A "HERE POSITION" USING TRIMBLE GPS EQUIPMENT.

BIG ALKALI ROAD RIGHT-OF-WAY TABLE				
CE OFFSET LEFT	R/W OFFSET LEFT	CENTERLINE STATION	R/W OFFSET RIGHT	CE OFFSET RIGHT
--	POT 30.00'	POT 0+00.00	POT 30.00'	PI 30.00'
--	POT 30.00'	POT 0+00.00	POT 30.00'	PI 120.00'
--	PI 30.00'	POT 1+00.00	PI 30.00'	POT 120.00'
--	PI 40.00'	POT 1+00.00	PI 40.00'	POT 120.00'
--	PC 40.00'	PC 3+20.74	PC 40.00'	PC 120.00'
--	EOC 40.00'	POC 4+00.00	EOC 40.00'	POC 120.00'
--	BOC 30.00'	POC 4+00.00	BOC 30.00'	POC 120.00'
--	POC 30.00'	POC 6+00.00	POC 30.00'	EOC 120.00'
--	POC 30.00'	POC 6+00.00	POC 30.00'	PI 30.00'
--	POC 30.00'	POC 8+00.00	POC 30.00'	--

APPROVED:



EXPIRES 09-22-12

No.	Date	By	Ckd.	Appr.	Revision

Drawn By: J. MARSHALL  
Date: 02/2011  
Designed By: M. STOREY  
Date: 02/2011  
Checked By: M. STOREY  
Date: 02/2011

SCALE  
HORIZONTAL: AS SHOWN  
VERTICAL: AS SHOWN

WHITMAN COUNTY ENGINEER  
310 N. MAIN ST.  
COLFAX WA. 99111  
(509) 397-6206

PLANS PREPARED UNDER THE  
DIRECTION OF:  
MARK STOREY, P.E.  
COUNTY ENGINEER  
Date: 02/2011

COUNTY ROAD BRIDGE PROJECT NO. 7005-07.44(2)  
**RIGHT-OF-WAY PLAN**  
NEEL BRIDGE REPLACEMENT

SHEET  
15 OF 15