

## BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

## PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR PROJECT 16<sup>TH</sup> AVE S (S 304<sup>TH</sup> ST TO S DASH POINT RD) PHASE 1

PROJECT # 36219 RFB # 24-011 GRANT FUNDING # STPUL-0099(145)

> City of Federal Way Public Works Department 33325 8th Avenue South Federal Way, WA 98003

# BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PACIFIC HIGHWAY S NON-MOTORIZED CORRIDOR PROJECT 16<sup>TH</sup> AVE S (S 304<sup>TH</sup> ST TO S DASH POINT RD) PHASE 1

## PROJECT # 36219 RFB # 24-011 GRANT FUNDING # SRTS-0099(154)

Bids Accepted Until 10:00 a.m., June 21 at City of Federal Way 33325 8th Avenue South Federal Way, WA 98003

Prepared By:

Sean Battle, PE KPFF 1601 5<sup>th</sup> Ave, Suite 1600 Seattle, WA 98101

mi S. Wien



The contract plans and specifications for this Project have been reviewed and approved by:

Public Works Director / Deputy Public Works Director

**CITY OF FEDERAL WAY** 

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## ADVERTISEMENT FOR BIDS PACIFIC HIGHWAY S NON-MOTORIZED CORRIDOR PROJECT 16TH AVE S (S 304TH ST TO S DASH POINT RD) PHASE 1

SUBMITTAL OF SEALED BIDS: Notice is hereby given that the City of Federal Way will receive sealed bids through June 21, 2024, at 10:00 a.m. at the City Hall Finance Department at 33325 8th Avenue South, Federal Way, Washington 98003. Proposals received after said date and time will not be considered. All timely bids will be opened and read publicly aloud in the City of Federal Way Hylebos Conference Room, City Hall 33325 8th Avenue South, Federal Way, Washington 98003 at 10:05 a.m. on June 21, 2024.

This project shall consist of: Improvement of the Pacific Highway Non-Motorized Trail including asphalt paving, stormwater improvements, curb ramps, illumination improvements, and a signal at 16<sup>th</sup> Ave S and Dash Point Rd.

The City anticipates awarding this project to the successful bidder and intends to give Notice to Proceed as soon as the Contract and all required documents are executed in full. Regardless of the date of award or Notice to Proceed, the Contractor must complete all work within 120 working days.

<u>BID DOCUMENTS:</u> Plans, Specifications, Addenda, and plan holders list are available on-line through Builders Exchange of Washington at www.bxwa.com. Click on: "Posted Projects," "Public Works," and "City of Federal Way." It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Bidders List." Bidders that do not register will need to periodically check on-line for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with access or registration. An informational copy of plans, specifications, and addenda are available for viewing only at the City of Federal Way Finance Department.

<u>QUESTIONS:</u> Any questions must be directed to John Mulkey, P.E., Senior Civil Engineer, by email at john.mulkey@cityoffederalway.com, or by letter addressed to same. Questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of bids.

<u>OTHER PROVISIONS:</u> All bids and this Project shall be governed by the Contract, as defined by the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2024 (Standard Specifications), which is incorporated by this reference as though set forth in full.

All bid proposals shall be in accordance with the Contract and all bid proposals shall be accompanied by a bid deposit or bond in the amount required in the Contract. Forfeiture of the proposal bond or deposit to the City shall be in accordance with the Contract.

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City's policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

#### DATES OF PUBLICATION:

Daily Journal of Commerce Publish May 31, 2024 and June 7, 2024 Federal Way Mirror Publish May 31, 2024 and June 7, 2024

**CITY OF FEDERAL WAY** 

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #24-011

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## INSTRUCTIONS TO BIDDERS & CHECKLISTS

### (1) ADVERTISEMENT FOR BIDS AND CONTRACT DOCUMENTS

The Advertisement for Bids and Contract Documents contain bidder instructions that must be complied with.

### (2) EXAMINATION OF BID AND CONTRACT DOCUMENTS – BIDDER RESPONSIBILITIES

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and Contract Documents, the Project site, the availability of materials and labor, publicly available information, and has reviewed and inspected all applicable federal, state, and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

### (3) INTERPRETATION OF BID AND CONTRACT DOCUMENTS

No oral clarifications, interpretations, or representation will be made to any bidder as to the meaning of the bid or Contract Documents. Bidders shall not rely upon any oral statement or conversation they may have with City's employees, agents, representatives, consultants, or design professionals regarding the Contract Documents, whether at the pre-bid meeting or otherwise and no oral communications will be binding upon the City. Any questions must be directed to John Mulkey, P.E., Senior Civil Engineer, by email at john.mulkey@cityoffederalway.com, or by letter addressed to same. The questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an Addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such Addenda shall become part of the bid.

## (4) BID PRICE

The bid price shall include everything necessary for the completion of the Contract and the Work including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor, and service, except as may be provided otherwise in the Contract Documents. All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law. The offer shall remain in effect ninety (90) days after the bid opening.

## (5) POSTPONEMENT OF BID OPENING

The City reserves the right to postpone the date and time for the opening of bids by Addendum at any time prior to the bid opening date and time announced in these documents.

### (6) REJECTION OF BIDS

The City reserves the right to reject any bid for any reason including, but not limited to, the reasons listed in Special Provisions Section 1-02.13. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids. If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered.

### (7) RECYCLED PRODUCTS

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The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

(8)	The bid	R'S CHECKLIST  Idder's attention is especially called to the following forms, which must be executed in full as required.  to comply may result in rejection of any bid not so complying.
		<u>Bid Proposal</u> : The Bid Proposal shall be completed and fully executed, including filling in the total bid amount.
		<u>Bid Bond</u> : This form is to be executed by the bidder (and the surety company as appropriate, depending upon the option selected by the bidder).
		<u>Subcontractor List</u> : The Subcontractor List shall be filled in by the bidder.
		<u>Contractor Certification – Wage Law Compliance</u> : This form shall be filled in and fully executed by the bidder.
		<u>Proposal for Incorporating Recycled Materials</u> : This form shall be filled in and executed by the bidder.
		<b>DBE Utilization Certification:</b> This form shall be filled in by the bidder.
		<u>DBE Written Confirmation</u> : Part A of this form shall be filled in by the bidder and Part B shall be signed by UDBE firm.
		Apprenticeship Plan: This form shall be filled in by the bidder.
(9)		RACT CHECKLIST lowing documents are to be executed and delivered to the City after the Bid is awarded:
		<u>Public Works Contract</u> : The successful bidder will fully execute and deliver to the City the Public Works Contract ("Contract") from these Bid Documents.
		<u>Certificate of Insurance</u> : The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
		Performance/Payment Bond: The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.
		<u>Business License</u> : The successful bidder will provide a copy of a current Business License with the City of Federal Way.

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## BID PROPOSAL PACIFIC HIGHWAY S NON-MOTORIZED CORRIDOR PROJECT 16TH AVE S (S 304TH ST TO S DASH POINT RD) PHASE 1

### **PROPOSAL SUBMITTED TO:**

City of Federal Way 33325 8th Ave South Federal Way, Washington 98003-6325

PROPOSAL SUBMITTED BY:			
Bidder:			
Full Legal Name	e of Firm		
Contact:			
	egal Authority to sign Bid and Contract		
Address:			
Address:Street Address			
City, State Zip			
Dhanai			
Phone:			
E NA-II.			
E-Mail:	<del>-</del>		
Select One of the Following:	□ Corporation		
	□ Partnership. □ Individual		
	□ Other		
State Contractor's License No.:			
State Contractor's License Expiration			
	Month Day Year		
State UBI No.:			
State Worker's Comp. Account No.	:		

**CITY OF FEDERAL WAY** 

NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

	SCHEDULE A: TRAIL  All unit prices shall include applicable sales tax (Roadway Improvements)					
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
1	1-09.07	MOBILIZATION	LS	1	\$	\$
2	1-05.4 SP	ROADWAY SURVEYING	LS	1	\$	\$
3	1-05.4 SP	ADA FEATURES SURVEYING	LS	1	\$	\$
4	2-01 SP	CLEARING AND GRUBBING	LS	1	\$	\$
5	2-01 SP	REMOVE EXISTING TREE OVER 6 IN. DIAM.	EA	26	\$	\$
6	2-02 SP	REMOVING ASPHALT PAVEMENT	SY	2,510	\$	\$
7	2-02 SP	REMOVE CEMENT CONC. SIDEWALK	SY	500	\$	\$
8	2-02 SP	REMOVE CEMENT CONC. CURB OR CURB AND GUTTER	LF	840	\$	\$
9	2-02 SP	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
10	2-02 SP	REMOVE EXISTING CATCH BASIN	EA	2	\$	\$
11	2-02 SP	REMOVE EXISTING STORM SEWER PIPE	LF	660	\$	\$
12	8-22 SP	REMOVING PAVEMENT MARKINGS	LS	1	\$	\$
13	8-13 SP	ADJUST MONUMENT CASE AND COVER	EA	1	\$	\$
14	2-03 SP	ROADWAY EXCAVATION INCL. HAUL	CY	1,060	\$	\$
15	2-03	GRAVEL BORROW INCL. HAUL	TN	670	\$	\$
16	7-05 SP	CATCH BASIN TYPE 1	EA	16	\$	\$

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17	7-05 SP	CATCH BASIN TYPE 2 48 IN. DIAM.	EA	5	\$ \$
18	7-04 SP	CORRUGATED POLYETHYLENE (HDPE) STORM SEWER PIPE 12 IN. DIAM.	LF	1,800	\$ \$
19	7-04 SP	DUCTILE IRON SEWER PIPE 12 IN. DIAM.	LF	400	\$ \$
20	7-05 SP	CONNECTION TO DRAINAGE STRUCTURE	EA	2	\$ \$
21	7-06 SP	STORMWATER DETENTION TANK 1	LS	1	\$ \$
22	7-06 SP	CATCH BASIN TYPE 2 72 IN. DIAM. WITH FLOW RESTRICTOR	EA	1	\$ \$
23	2-09 SP	STRUCTURE EXCAVATION CLASS A INCL. HAUL	CY	1,500	\$ \$
24	2-09 SP	SHORING OR EXTRA EXCAVATION CLASS A	LS	1	\$ \$
25	2-09 SP	SHORING OR EXTRA EXCAVATION CLASS B	SF	2,500	\$ \$
26	4-04 SP	CRUSHED SURFACING TOP COURSE	TN	880	\$ \$
27	5-04 SP	PLANING BITUMINOUS PAVEMENT	SY	9	\$ \$
28	5-04 SP	HMA CL. 1/2 IN. PG 58H-22	TN	690	\$ \$
29	5-04 SP	SPEED TABLE	EA	4	\$ \$
30	1- 07.15(1)	SPCC PLAN	LS	1	\$ \$
31	8-01	INLET PROTECTION	EA	26	\$ \$
32	8-01	SILT FENCE	LF	880	\$ \$
33	8-01	WATTLE	LF	810	\$ \$
34	8-01 SP	HIGH VISIBILITY FENCE	LF	1,410	\$ \$
35	8-01 SP	ESC LEAD	DAY	30	\$ \$
36	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	620	\$ \$
37	8-04 SP	CEMENT CONC. PEDESTRIAN CURB	LF	370	\$ \$

38	8-09 SP	RAISED PAVEMENT MARKER TYPE 2	HUN D	0.36	\$	\$
39	8-22	PAINT LINE	LF	1,110	\$	\$
40	8-22 SP	PLASTIC CROSSWALK LINE	SF	1,140	\$	\$
41	S-22 SP	PLASTIC STOP LINE	LF	210	\$	\$
42	8-22 SP	EMERGENCY TRAIL MARKER, COMPLETE	EA	5	\$	\$
43	8-23	TEMPORARY STOP LINE - SHORT DURATION	LF	50	\$	\$
44	8-22 SP	PLASTIC YIELD LINE SYMBOL	EA	16	\$	\$
45	8-22 SP	TUSCAN RED MMA COLORED PAVEMENT MARKING FOR CENTER ISLAND	LS	1	\$	\$
46	8-21 SP	PERMANENT SIGNING	LS	1	\$	\$
47	1-10 SP	TRAFFIC CONTROL SUPERVISOR	LS	1	\$	\$
48	1-10	FLAGGERS	HR	1,000	\$	\$
49	1-10	OTHER TRAFFIC CONTROL LABOR	HR	100	\$	\$
50	1-10	CONSTRUCTION SIGNS CLASS A	SF	320	\$	\$
51	1-10	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	LS	1	\$	\$
52	1-10 SP	WORK ZONE SAFETY CONTINGENCY	FA	1	\$10,000.00	\$10,000.00
53	8-20 SP	PEDESTRIAN ILLUMINATION SYSTEM, COMPLETE	LS	1	\$	\$
54	8-20 SP	TRAFFIC SIGNAL SYSTEM, COMPLETE	LS	1	\$	\$
55	8-20 SP	RECTANGULAR RAPID FLASHING BEACON SYSTEM, COMPLETE	LS	1	\$	\$
56	8-02 SP	PSIPE ACER GRISEUM / PAPERBARK MAPLE (2" CAL)	EA	7	\$	\$
57	8-02 SP	PSIPE ACERCIRCINATUM / VINE MAPLE (#5 CONT)	EA	3	\$	\$
58	8-02 SP	PSIPE CISTUS X HYBRIDUS/ WHITE ROCKROSE (#1 CONT)	EA	20	\$	\$

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59	8-02 SP	PSIPE ROSMARINUS OFFICINALIS 'SALEM'/ SALEM ROSEMARY (#1 CONT)	EA	6	\$	\$
60	8-02 SP	PSIPE TEUCRIUM CHAMAEDRYS/ WALL GERMANDER (#1 CONT)	EA	36	\$	\$
61	8-02 SP	SEEDED LAWN	SY	2,460	\$	\$
62	8-02 SP	BARK MULCH	CY	207	\$	\$
63	8-02 SP	TOPSOIL TYPE A	CY	1,510	\$	\$
64	8-02 SP	ROOT BARRIER	LF	410	\$	\$
65	8-02 SP	PROPERTY RESTORATION	FA	1	\$8,000.00	\$8,000.00
66	8-02 SP	TREE PROTECTION AND PRUNING PLAN	FA	1	\$10,000.00	\$10,000.00
67	8-05 SP	TRAIL RULES SIGN	EA	1	\$	\$
68	8-05 SP	TRAIL ENTRY SIGN	EA	1	\$	\$
69	8-05 SP	WASTE RECEPTACLES	EA	1	\$	\$
70	8-05 SP	DOG WASTE STATION	EA	1	\$	\$
71	8-05 SP	BENCH	EA	2	\$	\$
72	8-02	PROJECT AREA WEED AND PEST CONTROL	FA	1	\$3,000.00	\$3,000.00
73	7-05 SP	ADJUST CATCH BASIN	EA	2	\$	\$
74	7-12 SP	ADJUST WATER VALVE TO GRADE	EA	2	\$	\$
75	7-05 SP	NON-SLIP MMA COATING	SF	5	\$	\$
76	8-14 SP	CEMENT CONC. SIDEWALK	SY	240	\$	\$
77	8-14 SP	STAMPED CONCRETE FINISH	SY	60	\$	\$
78	8-14 SP	REINF. STEEL FOR SIDEWALK	LBS	111	\$	\$
79	8-14 SP	CEMENT CONC. CURB RAMP	EA	7	\$	\$

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80	8-14 SP	DETECTABLE WARNING SURFACE	SF	180	\$	\$
81	8-04 SP	EXTRUDED CURB, CEMENT CONC	LF	50	\$	\$
82	8-06 SP	SHOULDER & DITCH SECTION DRIVEWAY	SY	290	\$	\$
83	8-12 SP	BLACK VINYL COATED CHAIN LINK FENCE	LF	810	\$	\$
84	8-14 SP	CONCRETE WARNING BAND	LF	60	\$	\$
85	8-28 SP	4" REMOVABLE SQUARE BOLLARD	EA	6	\$	\$
86	1-04.4(1)	MINOR CHANGE	FA	1	\$25,000.00	\$25,000.00
87	8-30 SP	POTHOLING	FA	1	\$4,000.00	\$4,000.00
88	1-05.17	AS-BUILT SURVEY AND RECORD DRAWINGS	LS	1	\$	\$
89	1-06.5	TRAINING	HR	400	\$	\$
	TOTAL - SCHEDULE A \$					

BID SUMMARY	
ITEM	BID AMOUNT
SCHEDULE A: TRAIL	\$
TOTAL BID AMOUNT (including Washington State sales tax, all other government taxes, assessments and charges)	\$

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced bid amount,

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inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by

### **NON-COLLUSION AFFIDAVIT**

By signing this proposal, the undersigned acknowledges that the 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 this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES**

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and
- (2) That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- (3) That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

#### **AFFIDAVIT OF ELIGIBILITY**

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

#### **CERTIFICATION OF LAWFUL EMPLOYMENT**

The Contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act now or as herein after amended, 8 U.S.C. 1101 et. Seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

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Pacific Highway Non-Motorized Corridor
Project 16<sup>th</sup> Ave S – Phase 1
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Receipt of	the following Addendums is h	ereby acknowledge	ed:	
Ad	ldendum No	Date Issued:		
Ad	ldendum No	Date Issued:		
Ad	ldendum No	Date Issued:		
	signed individual represents and son behalf of any partnership,		or she is dully authorized to expression.	xecute the bid and all bid
		Ву	/:Signature	<del></del>
		-	Printed Name	
			Title	
	Subscribed and sworn to	o before me this	day of	, 20
		Signature of Notar	у	
			otary nd for the State of Washington pires:	_

## BID BOND

## PACIFIC HIGHWAY S NON-MOTORIZED CORRIDOR PROJECT 16TH AVE S (S 304TH ST TO S DASH POINT RD) PHASE 1

OPTION	1: BID BOND	DEPOSIT					
		the form of a certified	d check, ca	shier's check, or	cash in the amount	of	
		amount is not less th					
Principal	– Signature of	Authorized Official		Date			
	o.g						
Title							
—OR—							
— <b>O</b> I\—							
<b>OPTION</b>	2: BID BOND						
KNOW	ALL	PERSONS	BY	THESE	PRESENTS	that	we,
				0	, as	Principal,	and
of Endors	J.Way, as Oblig	gee, in the sum of five	o (5) porco		ty, are held and firm		
		the Surety bond the					
		erally, by these prese		uleli ilelis aliu e	xecutors, aurillisti	ators, successo	is and
assigns, j	onitiy and seve	rally, by these prese	iilo.				
The cond	lition of this ob	ligation is such that	if the Obli	gee shall make a	anv award to the P	rincipal for the a	above-
		ding to the terms of		•	•	•	
		er into a contract with					
		nd for the faithful per					
if the Prir	ncipal shall in o	case of failure so to	do, pay a	nd forfeit to the	Obligee the penal a	amount of the d	leposit
		ids, then this obligati					
		ety shall forthwith pa	ay and forfe	eit to the Obligee	e as penalty and liq	uidated damage	s, the
amount o	f this bond.						
CICNED		DATED THIS		20	•		
SIGNED,	SEALED AND	DATED THIS	DAT OF _	, 20	'·		
Principal -	– Signature of	Authorized Official		Surety – Attorn	ev in Fact		
	organian o or a			(Attach Power			
				,	• • • • • • • • • • • • • • • • • • • •		
Title							
		1055 /4					
Name and	d Address of Lo	ocal Office/Agent of	Surety Con	npany is:			
_							
_							
_							

**CITY OF FEDERAL WAY** 

## **SUBCONTRACTOR LIST**



## **Subcontractor List**

Prepared in compliance with RCW 39.30.060 as amended

### To Be Submitted with the Bid Proposal

Project Name	
work of structural steel inst Chapter 18.106 RCW, and e	rs with whom the bidder, if awarded the contract, will directly subcontract for performance of the callation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in lectrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform your bid being non-responsive and therefore void.
rebar installation, heating, ver	he bidder will directly subcontract that are proposed to perform the work of structural steel installation, ntilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as CW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.
listed below to perform suc	cludes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is h work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be ubcontractor who will not contract directly with the bidder.
Subcontractor Name	
Work to be performed	
	-
Subcontractor Name	
Work to be performed	9
Troit to be perferring	
	,
Subcontractor Name	
Work to be performed	
Subcontractor Name	2 
Work to be performed	
Subcontractor Name	
Work to be performed	
	·
* Bidder's are notified that it is	s the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered
electrical equipment and there	efore considered part of electrical work, even if the installation is for future use and no wiring or electrical

current is connected during the project.

DOT Form 271-015 Revised 06/2020

**CITY OF FEDERAL WAY** 

**Pacific Highway Non-Motorized Corridor** Project 16th Ave S - Phase 1 PROJECT #36219 / RFB #24-011

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## CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder Name:	
Print Full Legal Name of Firm	
By:	
Signature of Authorized Person	Print Name of Person Making Certifications for Firm
Title:	Place:
Title of Person Signing Certificate  Date:	Print City and State Where Signed

CITY OF FEDERAL WAY

## PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

## Proposal for Incorporating Recycled Materials into the Project

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

of Recycled Material, of the Stand	ard Specifications.
Proposed total percentage:	percent.
not constitute a Bidder Preference more lowest responsive Bid totals percentages will be used as a tie- Provisions. Regardless, the Bidde Contractor should do its best to ac	s highly encouraged within the limits shown above, but does e, and will not affect the determination of award, unless two or are exactly equal, in which case proposed recycling breaker, per the APWA GSP in Section 1-03.1 of the Special er's stated proposed percentages will become a goal the eccomplish. Bidders will be required to report on recycled to the Project, in accordance with the APWA GSP in Section
Bidder:	
Signature of Authorized Official:	
Date:	

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Pacific Highway Non-Motorized Corridor
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## **DBE UTILIZATION CERTIFICATION**



## Disadvantaged Business Enterprise Utilization Certification

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

Box 1: certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)					
Box 2:					
Column 1	Column 2	Column 3	Column 4	Column 5	
Name of DBE (See instructions)	Project Role (See instructions)	Description of Work (See instructions)	Dollar Amount Subcontracted to DBE (See instructions)	Dollar Amount to be Applied Towards Goal (See instructions)	
	ged Business Enterp of Award Contract Go		ment Dollar Amoui	nt Box 4	
5 By checking the COA Contract Section 1-02.9 of	goal has been uns	s stating that their attempts to solicit suff successful and good faith effort will be su	icient DBE partic ubmitted in accor	ipation to meet dance with	
DOT Form 272-056 Revised 03/2018					

**CITY OF FEDERAL WAY** 

## **DBE WRITTEN CONFIRMATION DOCUMENT**



## Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions: DBE Document Submittal Requirements

Disadvantaged Business Enterprise Participation

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

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

PART A: To be complet	ed by the bidder
	e consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Failure to do so will result in Bid rejection.
Contract Title:	
Bidder's Business Name:	
DBE's Business Name:	
Description of DBE's Wo	ork:
Dollar Amount to be App	lied Towards DBE Goal:
Dollar Amount to be Sub	contracted to DBE*:  *Optional Field
PART B: To be complet	ed by the Disadvantaged Business Enterprise
contacted by the Bidder value. If the Bidder is aw	ntative of the Disadvantaged Business Enterprise, I confirm that we have been with regard to the referenced project for the purpose of performing the Work described warded the Contract, we will enter into an agreement with the Bidder to participate in h the information provided in Part A of this form.
Name (printed):	
Signature:	
Title:	
Address:	Date:

DOT Form 422-031 Revised 07/2016

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Pacific Highway Non-Motorized Corridor
Project 16<sup>th</sup> Ave S – Phase 1
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## **DBE BID ITEM BREAKDOWN**

<i>■</i>	Washington State Department of Transportation
	Department of Transportation

## Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

						(DDL)	Did itelli	Dicaku	OWII I OIII
1. Contract Number	er 2. Contract Name								
3. Prime Contractor						4. Prime Contractor	Representative	Name	
5. Prime Contractor R	epresentative	Phone N	Numb	er	6. P	ime Contractor Repres	sentative Email		
Column 1 Name of UDBE (See Instructions)	Column 2 Bid Item # (See Instructions)	Colum Full/Pa (See Instru	rtial	Column Quantit (See Instruct	ty	Column 5 Description (See Instructions)	Column 6 Unit Price (See Instructions)	Column 7 Total Unit Cost (See Instructions)	Column 8  Dollar Amount to be Applied Towards Goal (See Instructions)
							Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Pa	rtial	Quantit	ty	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					_				
					$\dashv$				
							Subtotal:	\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Pa	rtial	Quantit	ty	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
					_				
							Subtotal:	\$ 0.00	\$ 0.00 Dollar Amount
Name of UDBE	Bid Item #	Full/Pa	rtial	Quantit	ty	Description	Unit Price	Total Unit Cost	to be Applied Towards Goal
					$\perp$				
							Cubtatali	# 0.00	

DOT Form 272-054 Revised 09/2020

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Pacific Highway Non-Motorized Corridor
Project 16<sup>th</sup> Ave S – Phase 1
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\$ 0.00

\$ 0.00

**TOTAL UDBE Dollar Amount:** 

## **DBE BID ITEM TRUCKING CREDIT**



Federal Aid #

## Disadvantaged Business Enterprise (DBE)Trucking Credit Form

Project Name

## PART A: TO BE COMPLETED BY THE BIDDER

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

Contract #

If listing items by hours, or by lun	np sum amounts, please provide	e calculations to substantiate the quantities listed.			
Bid Item	Item Description				
Use additional sheets as neces	ssary.	Name (Title (alone print)			
Bidder		Name/Title (please print)			
Phone	Fax	Signature			
Address					
		I certify that the above information is complete and accurate.			
Email		Date			
DAD	T D. TO BE COMDILETED	BY THE DBE TRUCKING FIRM			
		DBE participation for the value of the hauling services, not for the ed as a supplier of the materials used on the project and approved			
for this project as a regular deale		a as a supplier of the materials ased on the project and approved			
Type of Material expected to b hauled?					
2. Number of fully operational tru	cks	Tractor/trailers: Dump trucks:			
expected to be used on this pr					
3. Number of trucks and trailers	owned by	Tractor/trailers: Dump trucks:			
the DBE that will be used on the		Pump tracks.			
project?					
<ol><li>Number of trucks and trailers I the DBE that will be used on the</li></ol>		Tractor/trailers: Dump trucks:			
project?	nis				
DBE Firm Name		Name/Title (please print)			
Certification Number					
Phone	Fax	Signature			
Address					
		I certify that the above information is complete and accurate.			
Email		Date			
OOT Form 272-058					
Revised 09/2020					

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		<u>APPRI</u> IC HIGHWAY S NO I AVE S (S 304TH		ZED CORRID		СТ	
SEL	ECT ONE:	•			,		
[ ]	Fill out S by discip	ections A, B, & C below line only (i.e. concrete			actors may be l	isted in Section	Α
[]	Fill out S should be	ceship Plan ections A, B, & C belov e listed in Section A by				e. Subcontracto	ors
	CTION A:						
Prin		to demonstrate how to as well as all anticipat					
		PLANNED	APPRENTICE	SHIP HOURS			
		Trade / Craft (i.e. Cement Mason, Laborer, etc.)	Estimated Labor Hours (including Apprentice Hours)	Number of Apprentices (count)	Estimated Apprentice Hours	Estimated Work Start Date (mm/dd/yyyy)	

**Total Estimated Total Estimated Apprentice Labor Hours** Hours Percent % **Apprentice** Hours

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**Pacific Highway Non-Motorized Corridor** Project 16th Ave S – Phase 1 PROJECT #36219 / RFB #24-011

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be met. Provide a summary of your outreach	tractor plans to ensure that the Apprenticeship Goal on the project will hand recruitment procedures to hire Apprentices to work on this project
To the extent possible, Contractor shall utilized (Attach additional sheets if necessa	ze Apprentices from multiple trades or crafts.
(Attach additional sheets if hecessa	<i>y)</i>
SECTION C:	
By signing below, I acknowledge that no lessubject to prevailing wages employed by	ss than fifteen percent (15%) of the labor hours performed by workers the contractor or its subcontractors are required to be performed by
apprentices enrolled in an apprenticeship Apprenticeship and Training Council.	training program approved or recognized by the Washington State
I understand that unless otherwise waived	or reduced, any contractor or subcontractor failing to comply with the
	t shall not be considered a responsible bidder on City of Federal Way
Public Works projects for a period of two occurred.	years from final acceptance of the contract in which noncompliance
oodined.	
Name:	<del></del>
Tan Legar Name of Firm	
_	
By: Signature of Authorized Person	Print Name of Person Making Certifications for Firm
Signature of Authorized Person	Fillit Name of Ferson Maxing Certifications for Film
Date:	

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 RFB-23 PROJECT #36219 / RFB #24-011

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**CITY OF FEDERAL WAY** 

## **PUBLIC WORKS CONTRACT**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this day of, 20 and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and ("Contractor"), for the project known as Pacific Highway S Non-Motorized Corridor Project 16 <sup>th</sup> Ave S (S 304 <sup>th</sup> St to S Dash Point Rd) Phase 1 (the "Project").
A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and
B. The Contractor has the requisite skill and experience to perform such work.
NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:
1. SERVICES BY CONTRACTOR  Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.
2. TERM 2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.
2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations.
2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time, money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.
3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed and/100 Dollars (\$), which amount shall constitute full and complete payment by the City ("Total Compensation"). The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

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3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

### 4. INDEPENDENT CONTRACTOR

- 4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.
- 4.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

#### 5. INDEMNIFICATION

- 5.1 Contractor Indemnification.
- 5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.
- 5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.
- 5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by any Indemnified party, and does not include, or extend to, any claims by

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the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

- 5.2 <u>Contractor Release</u>. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.
- 5.3 <u>Survival</u>. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.
- 5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.
- 5.5 The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

#### 6. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

## 7. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- 7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.
- 7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.
- 7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.
- 7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

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#### 8. GENERAL PROVISIONS

- 8.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in the Contract Documents.
- 8.2 <u>Documents</u>. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.
- 8.3 <u>Modification</u>. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest in accordance with the Contract Documents.
- 8.4 <u>Change Orders</u>. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.
- 8.5 <u>Total Cost Method / Claims</u>. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.
- 8.6 <u>Warranties and Guarantees</u>. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.
- 8.7 <u>Full Force and Effect</u>. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 8.8 <u>Assignment</u>. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such

CITY OF FEDERAL WAY

assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

- 8.9 <u>Successors In Interest</u>. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.
- 8.10 <u>Time Limitation and Venue</u>. For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims, causes of action, or disputes which the Contractor shall permit the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.
- 8.11 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 8.12 <u>Sole Authority/Discretion/Judgment.</u> Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.
- 8.13 <u>Governing Law</u>. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 8.14 <u>Authority</u>. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.
- 8.15 <u>Engineer</u>. The Engineer is the City's representative who directly supervises the engineering and administration of a construction Contract. The Engineer's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer that may govern licensed professional engineers when performing engineering services.

The Engineer for this Project is designated as John Mulkey, P.E., Senior Civil Engineer

8.16 <u>Notices</u>. Any notices required to be given to Contractor or to the Engineer shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

CONTRACTOR: (Company, Name, Address)

CITY OF FEDERAL WAY

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #24-011

RFB-28
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ENGINEER: City of Federal Way

Attn: John Mulkey, P.E.

33325 8th Ave S

Federal Way, WA 98003

8.17 <u>Captions</u>. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

- 8.18 <u>Performance</u>. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.
- 8.19 <u>Compliance with Ethics Code</u>. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

#### 9. PERFORMANCE/PAYMENT BOND

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

CITY OF FEDERAL WAY:	CONTRACTOR:
Jim Ferrell, Mayor 33325 8th Avenue South Federal Way, WA 98003-6325 ATTEST:	Signature of Authorized Individual  Printed Name of Authorized Individual
Stephanie Courtney, CMC, City Clerk	Street Address
APPROVED AS TO FORM:	City, State, Zip
J. Ryan Call, City Attorney	
NOTARY OF CONTRACTOR'S SIGNATURE:	
STATE OF WASHINGTON ) ss. COUNTY OF)	
individual, or individuals described in and who exe	, to me known to be the cuted the within and foregoing instrument, and acknowledged and voluntary act and deed, for the uses and purposes therein
GIVEN under my hand and official seal this	_ day of, 20
Notary's signature	
Notary's printed name	
Notary Public in and for the State of Washington. M	ly commission expires

## SAMPLE CONTRACT CHANGE ORDER

PROJECT NUMBER	AGREEMENT NUMBER	₹	CHANGE ORDER N	NUMBER	EFFECTIVE DATE
	PROJECT TITLE				CONTRACTOR
SUMMARY OF PROF	OSED CHANGES:				
This Change Order co	vers the work changes su	ımmariz	ed below:		
The time provided for	completion in the Contrac	ct is			
	nchanged creased by Working [	Day(s)			
□ De	creased by Working	Day(s)	ntract and all prov	visions of the Co	ntract not amended herein
will apply to this Chan		THE COI	ili act and all prov	risions of the Co	illiact flot amended flerein
Will this change affect	expiration or extent of Ins	surance	coverage?	Yes No	
If "Yes" Will th	e Policies Be Extended?			☐ Yes ☐ No	)
MODIFICATIONS TO	UNIT PRICES:				
ITEM NO. ITEM		QTY	PREVIOUS UNIT PRICE	REVISED UNIT PRICE	ADD OR DELETE
ITEMINO. ITEM		<u>QII</u>	UNIT PRICE	UNIT PRICE	ADD OR DELETE
	APPROXIMATE OR ESTI			-	
ITEM NO. ITEM		<u>QTY</u>	UNIT PRICE	ADD OR DELI	<u>ETE</u>
TOTAL NET CONTRA	ACT:		INCREASE \$		DECREASE \$
DEPARTMENT RECA	AP TO DATE:				
	ONTRACT AMOUNT			\$	_
PREVIOUS C THIS CHANG	HANGE ORDERS E ORDER			\$ \$	_
	ACT AMOUNT			\$	<del>-</del> -

#### **STATEMENT:**

Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of construction. The execution of this Change Order shall constitute full satisfaction and a waiver of any and all claims by the Contractor

**CITY OF FEDERAL WAY** 

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #24-011

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arising out of, or relating in any way to, the Work identified, to be performed, or deleted pursuant to Change Ordexcept as specifically described in this Change Order.				
CONTRACTOR'S SIGNATURE	DATE			
PUBLIC WORKS DIRECTOR	DATE			

Contract Change Order provided for Contractor's reference. Change orders executed during the project will use this form.

RFB-32

## **CERTIFICATE OF INSURANCE**

Contractor's Certificate of Insurance to be inserted here during Contract Execution

## PERFORMANCE AND PAYMENT BOND PACIFIC HIGHWAY S NON-MOTORIZED CORRIDOR PROJECT 16TH AVE S (S 304TH ST TO S DASH POINT RD) PHASE 1

 Title	Title	
Printed Name	Printed Name	
Principal Signature Date	Surety Signature Date	
PRINCIPAL:	SURETY:	
This bond shall be signed by duly authorized officers a original power of attorney for the office executing on be	and will only be accepted if accompanied by a fully executed ehalf of the surety.	d,
Contract, the specifications accompanying the Contract any way affect its obligation on this bond, and waives report to the terms of the Contract or the work performed. The and conditions of the Contract that increase the total at the obligation of the Surety on this bond and notice to		in on os ese
This bond shall become null and void, if and when the assigns shall:  1) Well and faithfully perform all of the Princi conditions of all duly authorized modification hereafter be made, at the time and in the mander have not been fulfilled, this bond shall remuse.  2) Pay all persons in accordance with Challaborers, mechanics, subcontractors, and more subcontractor with provisions and suppons aid Contract under Titles 50 and 51 for assignment.	Principal, its heirs, executors, administrators, successors, cipal's obligations under the Contract and fulfill all terms areations, additions, and changes to said Contract that mananner therein specified; and if such performance obligation	nd ay ns s, or ed 32
Audit Staff Bureau of Accounts, U.S. Treasury Dept., a Federal Way, in the sum of	are jointly and severally held and firmly bound to the City US Dollar subject to the provisions herein.	of
of and licensed to do b	Surety"), a corporation organized under the laws of the Star business in the State of Washington as surety and named Federal Bonds" as published in the Federal Register by the	in
(RCW) and (where applicable) Chapter 60.28 RCW.	Suratu"), a corporation organized under the laws of the Sta	to
all obligations under the Contract and for payment ir	said Principal is required to furnish a bond for performance on accord with Chapter 39.08 Revised Code of Washington	
The City of Federal Way ("City") has awarded to	("Principal"), a contract fo	

**CITY OF FEDERAL WAY** 

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 RFB-34 PROJECT #36219 / RFB #24-011

CFW RFB VERSION 2023-APR

	LOCAL OFFICE/AGENT OF SURETY:	
	Name	
	Street Address	
	City, State, Zip	
	Telephone	
BOND NO.:		
APPROVED AS TO FORM:		
	J. Ryan Call, City Attorney	

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# INTRODUCTION TO THE SPECIAL PROVISIONS

# (January 4, 2024 APWA GSP, Option A)

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

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

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

```
(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 CFW GSP) City of Federal Way Special Provision
```

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

Also incorporated into the Contract Documents by reference are:

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT Manual M21-01, current edition
- City of Federal Way Public Works Development Standards
- National Electric Code, current edition

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

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# DIVISION 1 GENERAL REQUIREMENTS

## **DESCRIPTION OF WORK**

# (March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of the Pacific Highway Non-Motorized Corridor 16<sup>th</sup> Ave S – Phase 1Improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

## 1-01.3 Definitions

# (January 19, 2022 APWA GSP)

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

## **Dates**

# **Bid Opening Date**

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

#### Award Date

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

#### **Contract Execution Date**

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

#### Notice to Proceed Date

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

# Substantial Completion Date

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

## **Physical Completion Date**

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

## **Completion Date**

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

# Final Acceptance Date

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

### Supplement this Section with the following:

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

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

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

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

#### **Additive**

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

#### **Alternate**

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

## **Business Day**

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

### **Contract Bond**

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

## **Contract Documents**

See definition for "Contract."

#### **Contract Time**

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

## **Notice of Award**

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

#### Notice to Proceed

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

#### **Traffic**

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

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## 1-02 BID PROCEDURES AND CONDITIONS

#### 1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

# 1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

# 1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

# 1-02.4 Examination of Plans, Specifications, and Site Work (June 27, 2011 APWA GSP)

## 1-02.4(1) General

## (December 30, 2022 APWA GSP, Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

#### 1-02.5 Proposal Forms

# (July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UBDE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's

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Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

# 1-02.6 Preparation of Proposal

# (January 4, 2024 APWA GSP, OPTION B)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

## (November 20, 2023 WSDOT GSP, OPTION 3)

Section 1-02.6 is supplemented with the following:

The Bidder shall submit with the Bid the following:

- 1) Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)
- 2) DBE Written Confirmation Form (WSDOT Form 422-031) For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise

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Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.

- 3) Good Faith Effort Documentation Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification ONLY In The Event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.
- 4) DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

Directions for delivery of the Disadvantaged Business Enterprise, Written Confirmation Documents, and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Section 1-02.9 and 1-02.10.

Add the following new section:

# 1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

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

#### 1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

## 1-02.9 Delivery of Proposal

(January 4, 2024 APWA GSP, OPTION B)

Delete this section and replace it with the following:

DBE DOCUMENT SUBMITTAL REQUIREMENTS

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#### General

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

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

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

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

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

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:

- 1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. or
- 2. By facsimile to the following FAX number: N/A
- 3. By e-mail to the following e-mail address: PW.Bids@cityoffederalway.com

# **DBE Utilization Certification (WSDOT Form 272-056)**

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipts of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

# DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if

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

## DBE Bid Item Breakdown (WSDOT form 272-054)

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

## 1-02.14 Disqualification of Bidders

# (May 17, 2018 APWA GSP, OPTION B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

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Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

#### 1. **Delinquent State Taxes**

- A. <u>Criterion</u>: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

## 2. Federal Debarment

- A. <u>Criterion</u>: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. <u>Documentation</u>: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

# 3. Subcontractor Responsibility

- A. <u>Criterion</u>: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

#### 4. Claims Against Retainage and Bonds

A. <u>Criterion</u>: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
  - Name of project
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

# 5. Public Bidding Crime

- A. <u>Criterion</u>: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

# 6. Termination for Cause / Termination for Default

- A. <u>Criterion</u>: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

# 7. Lawsuits

- A. <u>Criterion</u>: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to

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determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others 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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

### 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids (December 30, 2022 APWA GSP)

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Revise the first paragraph to read:

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

# 1-03.1(1) Identical Bid Totals

(December 30, 2022 APWA GSP)

Revise this section to read:

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

#### 1-03.3 Execution of Contract

(January 4, 2024 APWA GSP, Option A)

This section is supplemented with the following:

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

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

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

- 1) By E-mail: PW.Bids@CityofFederalWay.com or
- 2) By Mail to: City of Federal Way, Public Works Engineering; 33325 8<sup>th</sup> Ave S; Federal Way, WA 98003
- 3) In person to: City of Federal Way, Public Works Engineering; 33325 8<sup>th</sup> Ave S; Federal Way, WA 98003

(January 4, 2024 APWA GSP, Option B)

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Revise this section to read:

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

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

Within 20 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

## 1-03.4 Contract Bond

## (July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

- 1. Be on Contracting Agency-furnished form(s);
- 2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
- 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting

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Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

# 1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

#### 1-04 SCOPE OF THE WORK

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

(January 8, 2021 CFW GSP)

Revise the second paragraph to read:

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

- 1. Contract,
- 2. Change Orders, with those of a later date taking precedence of those of an earlier date,
- 3. Addenda, with those of a later date taking precedence of those of an earlier date,
- 4. Proposal Form,
- 5. Special Provisions,
- 6. Contract Plans,

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- 7. Standard Specifications,
- 8. Contracting Agency's Standard Plans or Details (if any), and
- 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

### 1-04.4 Changes

(January 19, 2022 APWA GSP)

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

### 1-05 CONTROL OF WORK

# 1-05.4 Conformity With and Deviations from Plans and Stakes (January 13, 2021 WSDOT GSP, OPTION 2)

Section 1-05.4 is supplemented with the following:

# **Contractor Surveying - Roadway**

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

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

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

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

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

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

- 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 Pls) and at points on the alignments spaced no further than 50 feet.

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- 3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
- 4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
- 5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
- 6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
- 7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
- 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
- 9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
- 10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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lope stakes ubgrade grade stakes set	<u>Vertical</u> ±0.10 feet	Horizontal ±0.10 feet
0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway Alignment on roadway Surfacing grade stakes	N/A N/A ±0.01 feet	±0.1 feet ±0.04 feet ±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

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

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

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

## **Payment**

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

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including

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any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

# (March 9, 2023, WSDOT GSP, OPTION 4)

Section 1-05.4 is supplemented with the following:

# **Contractor Surveying - ADA Features**

# **ADA Feature Staking Requirements**

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

# **ADA Feature Contract Compliance**

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

#### **ADA Feature As-Built Measurements**

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Inspection Form(s) (WSDOT Form 224-020).

The completed ADA Inspection Form(s) (WSDOT Form 224-020) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will submit the final form(s) to the WSDOT ADA Steward.

## **Payment**

Payment will be made for the following bid item that is included in the Proposal: "ADA Features Surveying", lump sum.

The lump sum Contract price for "ADA Features Surveying" shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the as-built measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

# 1-05.7 Removal of Defective and Unauthorized Work

# (October 1, 2005 APWA GSP)

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and

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

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

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

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

# 1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

Delete this section 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.

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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.

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

## 1-05.12 Final Acceptance

# (April 12, 2019 CFW GSP)

Delete the third and fourth sentences in the first paragraph and replace it with the following: Final acceptance date of the work shall be the date the Federal Way City Council accepts the project as complete.

# 1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

# 1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

# 1-05.16 Water and Power

# (October 1, 2005 APWA GSP)

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

# 1-05.17 As-Built Survey and Record Drawings

(March 22, 2023 CFW GSP)

Section 1-05.17 is a new section:

# **As-Built Survey**

After construction has been completed the Contractor shall perform an as-built survey and provide the information (including point files) in a format compatible with AutoCAD 2019 or later version file to the Engineer.

The applicable tolerance limits for the as-built survey include, but are not limited to the following:

_	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot

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As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

This as-built survey shall consist of the following:

- Survey of rim elevation, sump elevations, and invert elevations of all storm drainage structures installed, modified or left in place within the limits of this contract. Storm pipe diameter and material; drainage structure type, size, lid type (solid cover or grate, standard or heavy duty), and lid shape; model No. of CB water quality treatment inserts installed, flowline of open channel conveyance systems at 50-foot max. intervals, and retaining wall footing drains, including cleanouts.
- Survey of all monuments shown on the plans or discovered within the project limits.
   City of Federal Way Monument Record forms shall be completed by a Professional Land Surveyor and submitted to the Project Engineer for each monument.
- Finished grade shots on all utility appurtenances within the limits of this contract, including, but not limited to vaults, handholes, valves, fire hydrants, water meters, junction boxes, signal poles, etc. Appurtenances with round covers should have one survey shot in the center of the manhole or valve cover, or at the center of the fire hydrant. Utility handholes and boxes shall have two shots on opposite corners of the cover.
- Final curb elevations, with a minimum of 8 shots at each curb return. Also, final shots along all curb and gutter, block curb, integral curb and extruded curb installed in this contract (at flowline of the curbs).
- Final elevations at the front and back of walk throughout the project limits.
- Final wall elevations at the face and top of all walls installed in this contract.
- Shots of all signs, trees, illumination and signal equipment installed as part of this contract.
- Shots to delineate all channelization installed in this contract.

## **Record Drawings**

Throughout construction, the Contractor shall be responsible for tracking all relevant field changes to the approved construction drawings. These changes shall be clearly identified in red ink in a comprehensive manner on one set of full size Plans. These Record Drawing shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. The Record Drawings shall be kept on site, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

Upon completion of construction, the Contractor shall submit to the City a clean set of marked-up drawings in electronic PDF format that are signed and certified by the

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Contractor or their surveyor. The Certification on each page of the record drawings shall state that said drawings are an accurate depiction of built conditions. City acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

The certified Record Drawings shall, at a minimum, consist of the following:

- Existing or abandoned utilities that were encountered during construction that were not shown on the approved construction drawings.
- Accurate locations of storm drainage (including invert elevations), sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, channelization and pavement markings, etc. Record drawings shall reflect actual dimensions, arrangement, and materials used when different than shown in the Plans. As-built survey information shall be used to confirm information shown on record drawings.
- Changes made by Change Order or Field Directive
- Changes made by the Contractor as approved by the Engineer.
- Pothole information gathered by the Contractor.

# **Payment**

"As-Built Survey and Record Drawings", lump sum.

The lump sum contract price for "As-Built Survey and Record Drawings" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the work specified, including any surveying, checking, correction of errors, preparation of record drawings, and coordination efforts. Payment will be made after AutoCad files and record drawings are submitted to and approved by the City. No partial payments will be made.

#### 1-06 CONTROL OF MATERIAL

Build America/Buy America (December 20, 2023, WSDOT GSP, OPTION 2(A))

Section 1-06 is supplemented with the following:

## General Requirements

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

- 1. All steel and iron used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55

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percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

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

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

#### **Definitions**

- 1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
  - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
  - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
  - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
  - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
  - e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, through the completion of the draw;
  - f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
  - g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or

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

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

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

- 2. Manufactured Product: A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
- 3. Manufactured in the United States: A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
- 4. Structural Steel: Defined as all structural steel products included in the project.
- 5. United States: To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

#### Steel and Iron Requirements

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

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

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

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

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or

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the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

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

The following are considered to be steel manufacturing processes:

- 1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
- 2. Rolling, heat treating, and any other similar processing.
- 3. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

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

#### Manufactured Products

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

#### Construction Material Requirements

A Contractor provided certificate of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy

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America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

#### Waiver for De Minimis Costs

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

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

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

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

## 1-06.6 Recycled Materials

# (January 4, 2016 APWA GSP)

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

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

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

#### 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

## 1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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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.

Section 1-07.1 is supplemented with the following:

# (April 3, 2006 WSDOT GSP, OPTION 3)

# **Confined Space**

Confined spaces are known to exist at the following locations:

Existing storm drainage, sanitary sewer, and other utility systems, vaults, and structures, along with all new similar new construction items that meet the requirements of WAC 296-809-100.

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

#### 1-07.2 State Taxes

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

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

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

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

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

#### 1-07.2(1) State Sales Tax — Rule 171

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

# 1-07.2(2) State Sales Tax — Rule 170

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

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

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

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## 1-07.2(3) Services

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

# 1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

# (September 20, 2010, WSDOT GSP, OPTION 1)

#### **Environmental Commitments**

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, OPTION 2) Payment

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.

#### (December 16, 2022 CFW GSP)

Section 1-07.6 is supplemented with the following:

#### **Oversized Loads**

The Contractor must obtain a permit from the City of Federal Way (Development Services Division) for any Oversize / Overweight Loads. Loads are classified as oversized / overweight if they exceed the following criteria:

#### Size

- 8'6" wide, 14' tall, 53' length (tractor/trailer)
- 40' single unit
- 75' overall with a truck and trailer
- 3' of front overhang and 15' of rear overhang

#### Weight

 Heavy loads require a permit for overweight if they exceed the vehicle weight table published by WSDOT. The gross vehicle weight for a vehicle or a vehicle combination is determined by an overlapping set of three criteria: tire size, axle weight, and the weight table.

# (January 2, 2018 WSDOT GSP, OPTION 1)

Section 1-07.6 is supplemented with the following:

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

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical

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Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

- Construction Stormwater General Permit
- Any other permits included in Appendices

#### 1-07.7 Load Limits

# (March 13, 1995 WSDOT GSP, OPTION 6)

Section 1-07.7 is supplemented with the following:

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

#### 1-07.9 Wages

## 1-07.9(1) General

# (January 10, 2024 WSDOT GSP, OPTION 1)

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

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

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

# 1-07.9(5)A Required Documents

(December 30, 2022 APWA GSP)

This section is revised to read as follows:

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

# 1-07.11 Requirements for Nondiscrimination

(October 3, 2022 WSDOT GSP, OPTION 1)

Section 1-07.11 is supplemented with the following:

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:

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CFW SPECIAL PROVISIONS VER. 2024.01B

Women - Statewide

<u>Timetable</u> <u>Goal</u> Until further notice <u>Goal</u> 6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA:

SMSA Counties:

Richland Kennewick, WA 5.4

WA Benton; WA Franklin.

Non-SMSA Counties 3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA 9.7

WA Yakima.

Non-SMSA Counties 7.2

WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2

WA King; WA Snohomish.

Tacoma, WA 6.2

WA Pierce.

Non-SMSA Counties 6.1

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA

Thurston; WA Whatcom.

Portland, OR:

SMSA Counties:

Portland, OR-WA 4.5

WA Clark.

Non-SMSA Counties 3.8

WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

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

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

<u>Standard Federal Equal Employment Opportunity Construction Contract</u> 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.

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- (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.

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- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor.

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- 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 onsite 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.
- 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

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- 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 non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- 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

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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

#### (October 1, 2020, APWA GSP, OPTION B)

Supplement this section with the following:

#### Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this

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Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

#### **DBE Abbreviations and Definitions**

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

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

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

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

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

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

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

**Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or

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equipment required under the Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

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

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

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

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

#### **DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: 19%

#### **Crediting DBE Participation**

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

DBE participation is only credited upon payment to the DBE.

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

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#### **DBE Prime Contractor**

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

#### **DBE Subcontractor**

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

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

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

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

- 1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.
- 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
- 3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

## **DBE Subcontract and Lower Tier Subcontract Documents**

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

#### **DBE Service Provider**

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

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#### **Force Account Work**

When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Bidder's Commitment to meet the DBE COA Goal.

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

# **Temporary Traffic Control**

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

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

#### Trucking

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

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

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

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

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

#### **DBE Manufacturer and DBE Regular Dealer**

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

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

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

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

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

## **Disadvantaged Business Enterprise Utilization**

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

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

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

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

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

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# Disadvantaged Business Enterprise Written Confirmation Document(s)

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

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

A DBE Written Confirmation Document (form No. 422-031) is included in the Proposal package for this purpose.

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

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

#### Selection of Successful Bidder/Good Faith Efforts (GFE)

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

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

# By meeting the DBE COA Goal

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

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

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

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

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

# Good Faith Effort (GFE) Documentation

GFE is evaluated when:

- Determining award of a Contract that has COA goal,
- 2. When a COA DBE is terminated and substitution is required, and
- 3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

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

- 1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.
- Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

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- b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
- 5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
- 6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations 26.53(b)(2)(vi) & App. A)

#### **Administrative Reconsideration of GFE Documentation**

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

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.

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- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

#### **DBE Bid Item Breakdown**

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

## **DBE Trucking Credit Form**

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

Note:

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

#### **Procedures between Award and Execution**

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

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

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

# **Procedures after Execution**

#### **Commercially Useful Function (CUF)**

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform

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"all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE may not be credited as countable participation.

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The DBE shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

#### **UDBE/DBE/FSBE Truck Unit Listing Log**

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

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

#### **Joint Checking**

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

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

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

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

#### **Prompt Payment**

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

#### **Subcontracts**

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

NWRegionOEO@wsdot.wa.gov

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

#### Reporting

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

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

# **Changes in COA Work Committed to DBE**

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

# **Owner Initiated Changes**

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

## **Contractor Initiated Changes**

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

# **Original Quantity Underruns**

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

## **Contractor Proposed DBE Substitutions**

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

#### **DBE Termination**

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

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

If the request for termination is approved, the Contractor is required to substitute with another DBE to perform at least the same amount of work as the DBE that

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was terminated (or provide documentation of GFE). A plan to replace the COA DBE Commitment amount shall be submitted to the Engineer within 2 days of the approval of termination. The plan to replace the Commitment shall provide the same detail as that required in the DBE Utilization Certification.

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

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

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project, and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

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

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#### Decertification

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

# Consequences of Non-Compliance Breach of Contract

Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

#### **Notice**

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

#### **Sanctions**

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

#### **Payment**

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

(November 2, 2022 WSDOT GSP, OPTION 4)

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CFW SPECIAL PROVISIONS VER. 2024.01B

Supplement this section with the following:

# Special Training Provisions

# **General Requirements**

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

#### **Trainee Approval**

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

- 1. The Contractor is otherwise in compliance with the contract's Equal Employment Opportunity and On-the-Job Training (OJT) requirements and provides documentation of the efforts taken to fill the specific training position with either minorities or females
- or, if not otherwise in compliance, furnishes evidence of his/her systematic and direct recruitment efforts in regard to the position in question and in promoting the enrollment and/or employment of minorities and females in the craft which the proposed trainee is to be trained
- 3. and the Contractor has made a good faith effort towards recruiting of minorities and women. As a minimum this good faith effort shall consist of the following:
  - a. Distribution of written notices of available employment opportunities with the Contractor and enrollment opportunities with its unions. Distribution should include but not be limited to; minority and female recruitment sources, WSDOT's OJT Support Services Coordinator, and minority and female community organizations.
  - b. Records documenting the Contractor's efforts and the outcome of those efforts, to employ minority and female applicants and/or refer them to unions.
  - c. Records reflecting the Contractor's efforts in participating in developing minority and female on-the-job training opportunities, including upgrading programs and apprenticeship opportunities.
  - d. Distribution of written notices to unions and training programs disseminating the Contractor's EEO policy and requesting cooperation in

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achieving EEO and OJT obligations (and their written responses). For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT Support Services Coordinator at (360)705-7090 or email ojtssinfo@wsdot.wa.gov.

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

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

- 1. Washington State Department of Labor & Industries State Apprenticeship Training Council (SATC) approved apprenticeship agreement:
  - a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;
    - i. an individual written agreement between an employer and apprentice
    - ii. a written agreement between (an employer or an association of employers) and an organization of employees describing conditions of employment for apprentices
    - iii. a written statement describing conditions of employment for apprentices in a plant where there is no bona fide employee organization

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

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

Or

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

#### **Obligation to Provide Information**

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

#### **Training Program Approval**

The Training Program shall meet the following requirements:

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- 1. The Training Program (DOT Form 272-049) must be submitted to the Engineer for approval **prior to commencing contract work** and shall be resubmitted when modifications to the program occur.
- 2. The minimum length and type of training for each classification will be as established in the training program as approved by the Contracting Agency.
- 3. The Training Program shall contain the trades proposed for training, the number of trainees, the hours assigned to the trade and the estimated beginning work date for each trainee.
- 4. Unless otherwise specified, Training Programs will be approved if the proposed number of training hours equals the training hours required by contract and the trainees are not assigned less than 400 hours each.
- 5. After approval of the training program, information concerning each individual trainee and good faith effort documentation shall be submitted (on DOT Form 272-050.)
- 6. Flagging programs will not be approved. Other programs that include flagging training will only be approved if the flagging portion is limited to an orientation of not more than 20 hours.
- 7. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Some off-site training is permissible as long as the training is an integral part of an approved training program.
- 8. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or the trainee reaches journey-level status. It is not required that all trainees be on board for the entire length of the contract. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.
- 9. Wage Progressions: Trainees will be paid at least the applicable ratios or wage progressions shown in the apprenticeship standards published by the Washington State Department of Labor and Industries. In the event that no training program has been established by the Department of Labor and Industries, the trainee shall be paid in accordance with the provisions of RCW 39.12.021 which reads as follows:

Apprentice workers employed upon public works projects for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to RCW 49.04, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any worker for whom an apprenticeship agreement has not been registered

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and approved by the State Apprenticeship Council shall be considered to be a fully qualified journey-level worker, and, therefore, shall be paid at the prevailing hourly rate for journey-level worker..

# Compliance

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

## **Noncompliance and Sanctions**

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

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

#### Requirements for Non ATELS/SATC Approved Training Programs

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

- 1. The program establishes minimum qualifications for persons entering the training program.
- The program shall outline the work processes in which the trainee will receive supervised work experience and training on-the-job and the allocation of the approximate time to be spent in each major process. The program shall include the method for recording and reporting the training completed shall be stated.
- 3. The program shall include a numeric ratio of trainees to journey-level worker consistent with proper supervision, training, safety, and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations (normally considered to fall between 1:10 and 1:4).

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

CRAFT HOURS
Laborer 4,000
Ironworker 6,000
Carpenter 5,200-8,000
Construction Electrician 8,000
Operating Engineer 6,000-8,000

Cement Mason 5,400
Teamster 2,100

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

#### Measurement

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

- 1. contributes to the cost of the training,
- 2. provides the instruction to the trainee,
- 3. pays the trainee's wages during the off- site training period.

Reimbursement will be made upon receipt of a certified invoice that shows the related payroll number, the name of trainee, total hours trained under the program, previously paid hours under the contract, hours due this estimate, and dollar amount due this estimate. The certified invoice shall show a statement indicating the Contractor's effort to enroll minorities and women when a new enrollment occurs. If a trainee is participating in a SATC/ATELS approved apprenticeship program, a copy of the certificate showing apprenticeship registration must accompany the first invoice on which the individual appears. Reimbursement for training occurring prior to approval of the training program will be allowed if the Contractor verbally notifies the Engineer of this occurrence at the time the apprentice/trainee commences work. A trainee/apprentice, regardless of craft, must have worked on the contract for at least 20 hours to be eligible for reimbursement.

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

#### **Payment**

The Contractor will be reimbursed under the item "Training" per hour for each hour of training for each employee.

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# 1-07.12 Federal Agency Inspection

(October 3, 2023 WSDOT GSP, OPT 1)

Section 1-07.12 is supplemented with the following:

# Required Federal Aid Provisions

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

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

## 1-07.16 Protection and Restoration of Property

# 1-07.16(2) Vegetation Protection and Restoration (August 2, 2010 WSDOT GSP)

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

#### 1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP, OPTION 1)

Section 1-07.17 is supplemented with the following:

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.

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#### **UTILITY CONTACTS**

# **Puget Sound Energy (Power & Gas)**

Attn: Katie Dierick Katie.Dierick@pse.com Cell: (253) 268-6331

#### **Lakehaven Water & Sewer District**

Attn: Devin Hopper Field Operations Supervisor 3203 SW Dash Point Rd Federal Way, WA 98023 dhopper@lakehaven.org Cell: (253)261-1770

#### Zayo

Zayo.Relo.Washington@zayo.com

#### King Co. Traffic (Signals & Lighting)

Attn: Mark Parrett 155 Monroe Ave NE Renton, WA 98056

Telephone: (206) 296-8153

#### Lumen

Attn: Lara Lant 1208 NE 64<sup>th</sup> St Seattle, WA 98115 Lara.Lant@Lumen.com Telephone: (206) 765-9885

#### Comcast

Attn: Kyle Kinney 410 Valley Ave NW Puyallup, WA 98371 Kyle\_Kinney@comcast.com Telephone: (253) 293-3838

#### AT&T

Attn: Steve Duppenthaler 11241 Willows Rd NE, #130 Redmond, WA 98052 Telephone: (425)286-3822

# **City of FW IT Dept (City Fiber)**

Attn: Thomas Fichtner 33325 8th Ave S

Federal Way, WA 98003 Telephone: (253) 835-2547

#### **ADDITIONAL CONTACTS**

# King County Metro Transit

81270 6th Ave S, Bldg 2 Seattle, WA 98134 Telephone: (206) 684-2785

# **City of Federal Way Police**

33325 8th Ave S Federal Way, WA 98003 Telephone: (253) 835-6701 (for officer traffic control scheduling)

Telephone: (253) 835-6767 (for traffic / road closure issues)

## South King Fire & Rescue

31617 1st Ave S

Federal Way, WA 98003 Telephone: (253) 946-7253

## **Federal Way School District**

Attn: Transportation Department

1211 S. 332nd St

Federal Way, WA 98003 Telephone: (253) 945-5960

# (October 3, 2022 WSDOT GSP, OPTION 2)

Section 1-07.17 is supplemented with the following:

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

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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:

- Lakehaven water meter and valve at STA 26+05.27, 1.80' LT
- AT&T manhole lid adjustment at STA 34+95, 3.0' RT
- Zayo manhole lid adjustment at STA 46+74, 18.0' RT

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:

See contact info listed in Section 1-07.17, Option 1

#### The Contractor shall:

- Provide franchise utilities with a minimum two-week advance notice to facilitate scheduling for their crews. Work will be completed by utilities after the area has been prepared by the City's contractor, including excavation and staking of appurtenant facilities such as right-of-way & back of sidewalk (line & grade).
- The Contractor shall coordinate scheduling of utility work with the utility companies involved and incorporate that work into the project schedule.

## 1-07.18 Public Liability and Property Damage Insurance

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

## 1-07.18 Insurance

(January 4, 2024 APWA GSP)

## 1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the

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Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

#### (March 9, 2023 WSDOT GSP)

Section 1-07.18(1) is supplemented with the following:

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

## (January 4, 2024 APWA GSP, cont.)

## 1-07.18(2) Additional Insured

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

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.
- Consultants hired by the Contracting Agency for construction support or materials testing.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether

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the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

### 1-07.18(3) Subcontractors

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

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

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

## 1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

## 1-07.18(5) Coverages and Limits

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

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

## 1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

## 1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

## 1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability (January 4, 2016 APWA GSP)

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The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

## 1-07.18(5)J Pollution Liability (January 4, 2016 APWA GSP)

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

- 1. Contractor's operations related to this project.
- 2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
- 3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits: \$2,000,000 each loss and annual aggregate

#### 1-07.23 Public Convenience and Safety

## (February 6, 2023 WSDOT GSP, OPTION 5)

Section 1-07.23(1) is supplemented with the following:

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

- The Contractor shall, at all times throughout the project, conduct the work in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. The streets, sidewalks and private driveways shall be kept open by the Contractor except for the brief periods when actual work is being done. The Contractor shall conduct his operations so as to have under construction no greater length or amount of work than he can prosecute vigorously and he shall not open up sections of the work and leave them in an unfinished condition.
- The Contractor shall provide flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary

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to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

- All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists
- The Contractor shall keep all pedestrian routes & access points (including, but not limited to, sidewalks, and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan. An ADA accessible route must be provided through the project site at all times.
- Pedestrians must have access to pedestrian push buttons at all times.
- Lane closures shall not impact business access. All businesses shall remain accessible by vehicles and pedestrian during business hours.
- Lane closures shall not restrict vehicular access for buses through the project site. Bus stops shall remain ADA accessible to pedestrians at all times throughout the project.
- The Contractor shall be responsible for notifying all affected property owners and tenants prior to commencing the barricading of streets, alleys, sidewalks and driveways. Notifications should be at least 48 hours in advance of closures, if possible.
- No paving or planing (milling) shall occur in residential areas during refuse, recycle, and yard waste collection days. Collection schedules are available at www.cityoffederalway.com/publicworks/recycling.
- For approved night work, it shall be the Contractor's responsibility to obtain any required noise variance or exemption for such work.
- For approved night work, the Contractor shall, at no additional cost to the City, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150watt floodlight. Lighting used for nighttime work shall, whenever possible, be directed away from or shielded from residences and oncoming traffic. Signs and barricades shall be supplemented by Type C steady burn lights to delineate edge of roadway during the hours of darkness.
- The Contractor may, if shown on a traffic control plan approved by the Engineer, momentarily interrupt continuous two-way traffic to allow

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one-way traffic (alternating directions / flagger controlled). Such interruptions shall utilize qualified flaggers placed in strategic locations to insure the public safety and minimize driver confusion.

- For projects with bid schedules located in multiple locations throughout the City, the Contractor shall not have personnel or subcontractors working on-site at more than two schedules at any given time.
- Lane closures on 16<sup>th</sup> Ave S and S Dash Point Road (SR509) may only occur between the hours of 7:00AM and 3:30PM.
- When school is in session at Federal Way High School, no lane closures may occur during student drop-off and pick-up times. Additionally, driveway ingress and egress shall be unobstructed during these times. Daily bell schedules, as well as calendars which reflect no-school days, early release days, and half-days are also available on fwps.org.
  - Student Drop-Off (typically in morning): No lane closures beginning 20 minutes prior to school start time until 10 minutes after school start time.
  - Student Pick-Up (typically in afternoon): No lane closures beginning 20 minutes prior to school end time until 20 minutes after school end time.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

- 1. A holiday,
- 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
- 3. After 12:00 PM (noon) on the day prior to a holiday or holiday weekend, and
- 4. Before 7:00 AM on the day after the holiday or holiday weekend.
- 5. Within the City Center zone from the Friday after Thanksgiving Day ("Black Friday") until the first City recognized business day of the following year without written approval by the Engineer. The boundaries of the City

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Center zone are identified in the City of Federal Way Comprehensive Plan. In general, it is the area located within the following boundaries:

Northern boundary: S 312th Street Southern boundary: S 324th Street Eastern boundary: Interstate 5

Western boundary: 14th Ave S (future extension) / Federal Way

320th Library / 11th PI S

## **Traffic Delays**

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than two minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than two minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the two minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the two minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

#### **General Restrictions**

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

#### **Controlled Access**

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

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

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

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

## **Advance Notification**

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

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

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

## 1-07.24 Rights of Way (July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

## 1-07.28 Communication with Businesses and Property Owners (April 12, 2018 CFW GSP)

Section 1-07.28 is added:

The Contractor will be responsible for communicating all work activities with the property owners / tenants that are located adjacent to the project. The Contractor, along with the City's inspector & project engineer, shall have one formal meeting (door-to-door project walk-through) with the property owners/tenants prior to the start of construction. It will be the Contractor's responsibility to initiate and set up the meeting.

Thereafter, the Contractor shall keep the property owners / tenants informed of their general work locations and upcoming activities by distributing a monthly status/schedule memo to the businesses. The memo shall be approved by the City's Project Engineer prior to distribution.

## 1-07.29 Coordination with Transit Agencies

(December 1, 2021 CFW GSP)

Section 1-07.29 is added:

The Contractor is required to coordinate with impacted transit agencies. King County Metro and/or Pierce Transit personnel will remove and reinstall all existing bus stop signs and supports within the project limits. A copy of all communications between the contractor and transit agencies shall be forwarded to the City of Federal Way.

**King County Metro:** King County should be notified in writing at construction.coord@kingcounty.gov a minimum of five business days prior to starting any work impacting bus stops, a temporary lane or road closure. Work requiring removing a bus shelter or sign requires notification in writing a minimum of 30 business days.

**Pierce Transit:** Pierce Transit should be notified at (253)581-8130 to coordinate.

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

Add the following new section: **1-08.0 Preliminary Matters** 

(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

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## (October 10, 2008 APWA GSP)

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

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

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

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

## 1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Add the following new section:

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

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

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

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

 On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the

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work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

- 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
- 4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
- 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

## (December 1, 2021 CFW GSP)

Add the following new section:

The Contractor may request extended work hours on days when paving operations are occurring. Work hours may be modified to 7:00 a.m. to 5:30 p.m. on paving days if the Engineer determines that the benefits of extended working hours will minimize the overall impacts to traffic. Extended work hours for paving will require PCMS boards to be placed a minimum of 2 business days prior to the paving day. Payment for PCMS boards shall be considered incidental to the Contractor's operations, unless there is a specific bid item for PCMS boards.

## 1-08.1 Subcontracting

## (December 30, 2022 APWA GSP, OPTION A)

Section 1-08 is supplemented with the following:

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

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

- 1. Request to Sublet Work (Form 421-012), and
- 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

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

## 1-08.1(9) Required Subcontract Clauses

## 1-08.1(9)B Clauses Required in Subcontracts of All Tiers (January 24, 2024 WSDOT GSP, OPTION 1)

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

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

## 1-08.3 Progress Schedule

## 1-08.3(1) General Requirements

(October 3, 2022 WSDOT GSP, OPTION 2)

Section 1-08.3(1) is supplemented with the following:

In addition to information required in Items 1 through 6, the Progress Schedule shall include the following milestones and/or activities:

7. Materials requiring long procurement or fabrication periods, such as signal or light poles, structural elements, or mechanical items.

## 1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

#### 1-08.4 Prosecution of Work

Delete this section and replace it with the following:

## 1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

## (December 1, 2021 CFW GSP)

Section 1-08.4 is supplemented with the following.

The Contractor shall provide adequate equipment and forces to carry out the construction schedule to completion of the contract by the date specified.

## 1-08.5 Time for Completion

## (December 30, 2022 APWA GSP, OPTION A)

Revise the third and fourth paragraphs to read:

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

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

## Revise the sixth paragraph to read:

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

- 1. The physical work on the project must be complete; and
- 2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).

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- b. Material Acceptance Certification Documents
- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

## (March 13, 1995 WSDOT GSP, OPTION 7)

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within 120 working days.

## 1-08.6 Suspension of Work

(February 6, 2023 WSDOT GSP, OPTION 2)

Section 1-08.6 is supplemented with the following:

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

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

Illumination items
Rectangular Rapid Flashing Beacon
Pedestrian Push Buttons

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 90 calendar days after execution by the Contracting Agency, whichever occurs first.

#### 1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, OPTION A)

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

- 1. To pay liquidated damages in the amount of \$2,450.00 for each working day beyond the number of working days established for Physical Completion, and
- 2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

## 1-09 MEASUREMENT AND PAYMENT

## 1-09.2(1) General Requirements for Weighing Equipment (January 4, 2024 APWA GSP, OPTION B)

Revise item 4 of the fifth paragraph to read:

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

## 1-09.2(1)A1 Equipment (March 9, 2023 WSDOT GSP)

Item number 1 in the first paragraph of Section 1-09.2(1)A1 is revised to read:

1. The ETS shall generate an E-ticket in PDF format meeting the requirements of 1-09.2(1)A2. The information shall be immediately uploaded to a designated site so the information can be accessed by the Inspector located at the material delivery site.

## 1-09.2(5) Measurement (December 30, 2022 APWA GSP)

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Revise the first paragraph to read:

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

## 1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

### 1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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

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

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

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

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

- 1. Unit Price Items in the Bid Form the approximate quantity of acceptable units of work completed multiplied by the unit price.
- 2. Lump Sum Items in the Bid Form based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

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- 3. Materials on Hand 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 4. Change Orders entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

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

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

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

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the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

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

## 1-09.9(1) Retainage

(June 27, 2011 WSDOT GSP, OPTION 1)

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

Vacant

## 1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

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

## 1-09.13 Claim Resolution

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

Revise the third paragraph to read:

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

## 1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of

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the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## 1-10 Temporary Traffic Control

## **1-10.1 General**

## 1-10.1(2) Description

(April 12, 2018 CFW GSP)

Section 1-10.1(2) is supplemented with the following:

## **Business Open During Construction Signs**

The Contractor shall provide a "Business Open During Construction" sign at every non-residential driveway approach within the project limits. Business Open During Construction Signs shall be considered Construction Signs Class A.

## **City of Federal Way Project Signs**

City of Federal Way Project signs shall be considered Construction Signs Class A. The Contractor shall provide two (2) project signs (4' x 8') per the detail available from the City.

## 1-10.2 Traffic Control Management

(November 2, 2022 WSDOT GSP, OPTION 1)

Section 1-10.2 is supplemented with the following:

## Work Zone Safety Contingency

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

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

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

#### 1-10.2(1) General

(October 3, 2022 WSDOT GSP, OPTION 1)

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

The Traffic Control Supervisor shall be certified by one of the following:

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

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

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

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

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

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

## 1-10.2(2) Traffic Control Plans (April 12, 2018 CFW GSP)

Section 1-10.2(2) is supplemented with the following:

The following minimum Traffic Control requirements shall be maintained during the construction of the project:

- 1. If the Contractor opts to utilize traffic control plans other than those provided in these Contract Documents, the Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:
  - Stop line locations with station and offset to verify safety of intersection turning radius for vehicles.
  - Minimum lane widths provided for vehicular travel.
  - Turn pocket length, gap, and tapers in conformance with the City of Federal Way Standard Detail DWG 3-19A.
- 2. Detours will not be allowed except as noted herein or Section 1-07.23(2) as amended.

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- 3. Temporary paint striping, reflective marking tape, and/or retroreflective tubular markers shall be required for each shift of traffic control. The Contractor shall provide temporary striping, reflective marking tape, and/or reflective tubular markers as required at the direction of the Engineer.
- 4. The Contractor provided Traffic Control Plans shall lay out traffic control device spacing, tapers, etc., to scale, and shall contain accurate dimensions and legends and shall be signed by the preparer.

# 1-10.3 Traffic Control Labor, Procedures and Devices 1-10.3(1)C Signalized Intersection Traffic Control (September 3, 2021 CFW GSP)

Section 1-10.3(1)C is a new section:

Signalized Intersection Traffic Control is required when a signal system is in flashing mode, or is not operational. Signalized intersection traffic may not be flagged with an active signal in full operation.

Placing a signalized intersection into flash mode requires an approved traffic control plan. Additionally, the days/times that a signal is placed into flash mode must be pre-approved by the City. The signal should only be switched into flash mode by the City. The type of work that requires signals to be placed into flash mode may include, but is not limited to: installation of signal poles, signal switchover, paving, striping, or excavation in the intersection.

The Contractor shall minimize the limits of the work zone area at intersections whenever possible in order to avoid having the signal be placed into flash mode.

Signalized Intersection Traffic Control Labor shall conform to WAC 468-95-302 and approved traffic control plans.

If flaggers are utilized to provide traffic control of signalized intersections:

 At least two flaggers are required to flag from the center of the intersection, in addition to a flagger controlling each leg of the intersection.

If off-duty Uniformed Police Officers are utilized to provide traffic control of signalized intersections:

- A uniformed police officer (UPO) is a sworn police officer from a local law enforcement agency or a Washington State Patrol officer.
- Off-duty uniformed police officers must have a marked police vehicle with them on the project site. Unmarked police vehicles or personal vehicles are not acceptable.
- Police Department. Many other law enforcement agencies also have little to no availability of off-duty officers. No other agencies or private companies are authorized to perform off-duty work within the City without project-specific approval from the Federal Way Police Chief or his designee. If the Contractor is able to procure a UPO from another law enforcement agency that is acceptable to the Federal Way Chief of

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Police, a change order will be required to add a bid item for "Contractor Provided Off-Duty Uniformed Police Officer".

## 1-10.4 Measurement

## 1-10.4(2) Item Bids with Lump Sum for Incidentals (August 2, 2004 WSDOT GSP, OPTION 1)

Section 1-10.4(2) is supplemented with the following:

The proposal does not contain the item "Project Temporary Traffic Control", lump sum. The provisions of Section 1-10.4(2) shall apply.

## 1-10.5 Payment

## 1-10.5(2) Item Bids with Lump Sum for Incidentals (November 2, 2022 WSDOT GSP, OPTION 7)

Section 1-10.5(2) is supplemented with the following: "Work Zone Safety Contingency", by force account.

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

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

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

**END OF DIVISION 1** 

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## DIVISION 2 EARTHWORK

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

## 2-01.1 Description

(March 13, 1995 WSDOT GSP, OPTION 1)

Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

Limits for clearing & grubbing shall be as shown on the plans. Clearing shall include removal of trees as noted on the plans or as directed by the Engineer to accommodate the improvements. Tree removal shall include removal of stumps and/or grinding of stumps to a depth at least two feet below finish grade.

## 2-01.3 Construction Requirements

2-01.3(3) Clearing Limit Fence

(April 12, 2018 CFW GSP)

Section 2-01.3(3) is a new section:

Clearing limit fence shall be 4-feet high, orange, high density polyethylene fencing with mesh openings 1½-inch by 3-inches nominal and weigh at least 7 oz. per linear foot. Either wood or steel posts shall be used. Wood posts shall have minimum dimensions of 1½ inches by 1½ inches by the minimum length of 5 feet, and shall be free of knots, splits, or gouges. Steel posts shall consist of either size No. 6 rebar or larger, ASTM A 120 steel pipe with a minimum diameter of 1 inch, U, T, L or C shape steel posts with a minimum weight of 1.35 lbs./ft. or other steel posts having equivalent strength and bending resistance to the post sizes listed. The spacing of the support posts shall be a maximum of 6½ feet.

#### 2-01.3(4) Roadside Cleanup

(January 5, 1998 WSDOT GSP, OPTION 1)

Section 2-01.3(4) is supplemented with the following:

The Contractor shall restore, repair or correct all portions of the roadside or adjacent landscapes that were unavoidably damaged due to the performance or installation of the specified work. Unavoidable damage shall be determined only by the Engineer. All materials utilized shall be in accordance with Sections 9-14 and 9-15 and other applicable sections of the Standard Specifications or Special Provisions, whichever may apply. All work shall be performed in accordance with Sections 8-02 and 8-03 and other applicable sections of the Standard Specifications. The Contractor shall review the work with the Engineer and receive approval to proceed prior to commencing the work.

## 2-01.4 Measurement

(April 12, 2018 CFW GSP)

Section 2-01.4 is supplemented with the following:

"Clearing and Grubbing" will be measured on a lump sum basis. Installation, maintenance, and removal of the Clearing Limit Fence shall be included in the Clearing and Grubbing bid item.

"Roadside Cleanup", will be measured by force account.

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"Tree Removal", will be measured per each and includes root removal.

(\*\*\*\*\*)

"Remove Existing Tree Over 6 In. Diam", will be measured per each and includes removal of trees larger than a 6" diameter measured 2' above the ground. Tree removal shall include removal of stumps and/or grinding of stumps to a depth at least two feet below finish grade and root removal.

## 2-01.5 Payment

(April 12, 2018 CFW GSP)

Section 2-01.5 is supplemented with the following:

"Clearing and Grubbing", lump sum.

"Roadside Cleanup", force account.

"Tree Removal", per each.

(\*\*\*\*\*)

"Remove Existing Tree Over 6 In. Diam" per each.

## 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

## 2-02.3 Construction Requirements

(September 7, 2021 WSDOT GSP, OPTION 1)

Section 2-02.3 is supplemented with the following:

## **Removal of Obstructions**

The following miscellaneous Obstructions shall be removed and disposed of:

ITEMS TO BE REMOVED INCUDE, BUT IS NOT LIMITED TO, THE FOLLOWING: 1, 2		
STATION / OFFSET	ITEM DESCRIPTION	QUANTITY
38+04.45, 33.40' LT TO 39+87.67, 14.41' LT	Fence	198 LF
41+47.90, 11.71' LT TO 46+81.62, 8.86' LT		535 LF
24+17.13, 8.78' RT, 24+57.48, 9.19' RT	RRFB	2 EA
ITEMS TO BE SALVAGED TO THE CITY INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:		
RRFB		

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The above list of items to be removed and disposed of is provided for the convenience of the contractor. The contractor shall review the plans, specifications, and project site to verify other items to be removed.

## (October 4, 2021 WSDOT GSP, OPTION 5)

Section 2-02.3 is supplemented with the following:

## Removal and Disposal of Asbestos Material

In the event suspected Asbestos Containing Material (ACM) is encountered, the Contractor shall immediately notify the Engineer and the provisions of Section 1-04.7 shall apply. Prior to commencing asbestos related work, the Contractor shall obtain all permits from and provide notification to, the Washington State Department of Labor and Industries, the Washington State Department of Ecology, the local clean air agency, and other permitting and regulatory agencies with jurisdiction over the work involving asbestos as the laws, rules, and regulations require.

The ACM shall only be disturbed under the supervision of a Washington State Certified Asbestos Supervisor (CAS). The CAS shall be certified in accordance with WAC 295-65-012.

The CAS shall supervise the asbestos removal and ensure that the handling and removal of asbestos is accomplished by certified asbestos workers and in accordance with Washington State Department of Labor and Industries standards. The Contractor shall ensure that the removal and disposal of asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health department regulations, and all other applicable regulations.

No asbestos is expected to be encountered. However, if the Contractor believes they have encountered asbestos, they shall immediately notify the Engineer in accordance with Section 1-04.7.

## 2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters (April 12, 2018 CFW GSP)

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

Prior to removal of pavement, the Contractor shall make a full-depth sawcut to delineate the areas of pavement removal from those areas of pavement to remain. The Engineer shall approve the equipment and procedures used to make the full-depth sawcut. No wastewater from the sawcutting operation shall be released directly to any stream or storm sewer system.

## 2-02.3(4) Removal of Drainage Structures (April 12, 2018 CFW GSP)

Section 2-02.3(4) is a new section:

Where shown in the Plans or where designated by the Engineer, the Contractor shall remove existing catch basins, manholes, pipes, and other drainage features in accordance with Section 2-02 of the Standard Specifications. Removal shall be conducted in such a manner as to prevent damage to surrounding facilities including any existing storm sewers, sanitary sewers, electrical conduits or other facilities to remain. All remaining facilities including but not limited to storm sewers, sanitary sewers, monuments, valves, vaults, and electrical conduits damaged due to the Contractor's operations shall be replaced by the Contractor to the

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satisfaction of the Engineer at no additional cost to the Contracting Agency. Catch basins, manholes, and other drainage structures designated for removal, including all debris, shall be completely removed. All removed catch basins, manholes, and other drainage structures shall become the property of the Contractor and shall be disposed of in accordance with Section 2-02 of the Standard Specifications. All undamaged frames, grates, and solid covers in a re-useable condition shall become the property of the City of Federal Way and shall be delivered to a location specified by the Engineer.

Sawcutting (full depth) of existing asphalt concrete pavement and cement concrete curb and gutter surrounding the structure required for removal will be considered incidental to the removal of the catch basin, manhole, or other drainage structures. Sawcuts shall be in accordance with Section 2-02 of these Special Provisions.

Backfilling of catch basins, manholes, pipes and other drainage structures to be removed and replaced shall not be performed until the new structure is installed and shall be in accordance with Section 7-05. Backfilling of a structure to be replaced shall be considered incidental to the construction and installation of the new catch basin, manhole, or other drainage structure. Backfilling of catch basins, manholes, pipes and other drainage structures to be completely removed shall be performed using gravel borrow paid in accordance with the Bid Schedule.

Prior to backfilling any voids, the Contractor shall remove pipe as noted in the plans. Pipe shown to be abandoned or ordered by the Engineer to be abandoned shall be filled with CDF in accordance with Section 2-09.3(1)E of the Standard Specifications. Plugging pipe ends shall be considered incidental and included in the pipe removal and no additional payment will be made.

The Contractor shall maintain existing drainage, where designated by the Engineer, until the new drainage system is completely installed and functioning.

## 2-02.3(5) Adjust Existing Utility to Grade (April 12, 2018 CFW GSP)

2-02.3(5) is a new section:

As shown in the Plans, existing utilities such as monuments, manholes, catch basin frames and grates, water valves, and meter boxes shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall adjust City-owned utilities. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface. Unless otherwise provided for in the Special Provisions and Proposal, costs for adjusting utilities to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed.

Existing facilities shall be adjusted to the finished grade as shown in the Drawings and as further specified herein. Existing box, ring, grate, and cover shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations. Any damage occurring to the manholes, concrete inlets, monument cases, valve boxes, or water mains, due to the

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Contractor's operations, shall be repaired at the Contractor's own expense. Adjustments shall be made using bricks, concrete blocks, or cement, and the interior of the manhole adjustment shall be mortared smoothly. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all manholes, catch basins, monument cases, meter boxes, and valve boxes encountered, and shall submit a copy of these references to the Engineer.

The manholes, catch basins, monument cases, meter boxes, and valve boxes shall be adjusted to grade in accordance with Section 1-05.3(1). Final restoration of finished grade surfaces shall be performed in the following manner:

- 1. Within a Gravel Surface: Provide a 6-inch-deep and 6-inch-wide concrete collar installed and restored with 3 inches of crushed surfacing top course.
- 2. Within a Grass Surface: Provide crushed surfacing top course backfill and 3 inches of Topsoil Type A, and seed.
- 3. Within an Asphalt Cement Concrete Paved Surface: See City standard detail for Utility Adjustment.

#### 2-02.4 Vacant

## (December 1, 2021 CFW GSP)

Section 2-02.4 Vacant shall be deleted and replaced with the following:

## 2-02.4 Measurement

"Remove Existing Catch Basin" will be measured per each.

"Remove Existing Storm Sewer Pipe" will be measured per lineal foot.

"Removing Asphalt Pavement" will be measured by the square yard.

"Remove Cement Conc. Sidewalk" will be measured by the square yard.

"Remove Cement Conc. Curb or Curb and Gutter", will be measured by the linear foot.

## 2-02.5 Payment

## (December 1, 2021 CFW GSP)

Section 2-02.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the proposal:

"Removal of Structure and Obstruction", lump sum. Structure Excavation Class B for the removal of items shall be considered included in this bid item.

"Remove Existing Catch Basin", per each.

"Remove Existing Storm Sewer Pipe", per lineal foot.

"Removing Asphalt Pavement", per square yard.

"Remove Cement Conc. Sidewalk", per square yard.

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"Remove Cement Conc. Curb or Curb and Gutter", per linear foot.

## 2-03 ROADWAY EXCAVATION AND EMBANKMENT

#### 2-03.2 Pavement Removal

(\*\*\*\*\*)

Section 2-03.2 is replaced with the following:

Where shown in the Plans or where designated by the Engineer, the Contractor shall remove asphalt, concrete, Portland cement concrete pavement, sidewalks and curbs. Prior to removal, the Contractor shall make a full-depth sawcut to delineate the areas of pavement removal from those areas of pavement to remain. The Engineer shall approve the equipment and procedures used to make the full-depth sawcut. No wastewater from the sawcutting operation shall be released directly to any stream or storm sewer system. Alternatively, the Contractor may elect grinding for pavement removal, where appropriate.

The removed pavement shall become the property of the Contractor and shall be removed from the project. Damage caused to portions of the pavement to remain, due to the Contractor's operation, shall be repaired by the Contractor at the Contractor's expense and to the satisfaction of the Engineer.

## 2-03.3 Construction Requirements

## Section 2-03.3(10) Selected Material

(April 12, 2018 CFW GSP)

Section 2-03.3(10) is supplemented with the following:

Selected Material when specified or required by the Engineer for use on the project shall meet the requirements of specified in Section 9-03.14(3) for Common Borrow.

## <u>Section 2-03.3(14)E Unsuitable Foundation Excavation</u> (August 27, 2021 CFW GSP)

(August 21, 2021 Of 11 Ool)

Section 2-03.3(14)E is supplemented with the following:

All embankments shall be founded on dense, non-yielding granular foundation soil as approved by the engineer. Remove all organic materials and debris, trash, or other deleterious material prior to beginning construction of new embankments. Proof roll the foundation.

## Section 2-03.3(14)G Backfilling

(April 12, 2018 CFW GSP)

Section 2-03.3(14)G is supplemented with the following:

Remove all water and non-compatible materials from excavations prior to backfilling or attempting to compact embankment soil. Place native soils or provide import Gravel Borrow as required to complete the work. Backfill all embankments in accordance with 2-03.3(14)C, Compacting Earth Embankments, Method C.

## Section 2-03.3(14)N Wet Weather Earthwork

(April 12, 2018 CFW GSP)

Section 2-03.3(14)N is a new section:

Earthwork completed in wet weather or under wet conditions shall be accomplished in small sections to minimize exposure to wet weather. Each section shall be sufficiently small so that the removal of soil and placement of backfill can

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be accomplished on the same day. No soil shall be left un-compacted and exposed to water. Soil that is too wet for compaction shall be removed and replaced with Gravel Borrow material. Grading and earthwork should not be accomplished during periods of heavy continuous rainfall.

#### 2-03.4 Measurement

## (March 13, 1995 WSDOT GSP, OPTION 2)

Section 2-03.4 is supplemented with the following:

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.

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 Engineer's office and at the Region office.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Engineer.

## (April 12, 2018 CFW GSP)

Section 2-03.4 is supplemented with the following:

If the Contractor excavates outside the neat-line limits designated for "Roadway Excavation, Incl. Haul" or performs extra excavation, it shall be considered for the Contractor's benefit and shall be included in the cost of other Bid Items.

## **2-03.5 Payment**

## (March 13, 1995 WSDOT GSP, OPTION 2)

Section 2-03.5 is supplemented with the following:

All costs in connection with the preparation of waste sites and waste deposits shall be included in the Mobilization.

#### 2-09 STRUCTURE EXCAVATION

## 2-09.3 Construction Requirements

## 2-09.3(1) General Requirements

(March 22, 2023 CFW GSP)

Section 2-09.3(1) is supplemented with the following:

All shoring, including sheeting and bracing, or equivalent trench stabilization and worker protection system required to perform and protect the excavation, and to safeguard the personnel who may enter the excavation, shall be furnished by the Contractor. If workers enter any trench or other excavation four feet (4') or more

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in depth that does not meet the open pit requirements as generally set forth in Section 2-09.3(3)B, it shall be shored.

The Contractor alone shall be responsible for worker safety, and the Contracting Agency assumes no responsibility therefore.

Upon completing the Work, the Contractor shall remove all shoring, unless otherwise shown in the Plans or directed by the Engineer.

The Contractor is advised that the Contracting Agency has not so delegated, and the Engineer does not purport to be, a trench excavation system safety expert, is not so engaged in that capacity under this Contract, and has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the suspension of work for claimed violations of trench excavation safety.

The furnishing by the Contracting Agency of resident project representation and inspection shall not make the Contracting Agency responsible for the enforcement of such laws, rules, regulations, or procedures, nor shall such make the Contracting Agency responsible for construction means, methods, techniques, sequences, procedures, or for the Contractor's failure to properly perform the Work necessary for proper trench excavation.

## 2-09.3(1)D Disposal of Excavated Material (March 17, 2020 CFW GSP)

Replace the third paragraph with the following:

If the Contract includes Structure Excavation, Class A or B, including haul; Shoring or Extra Excavation, Class A or B; or Trench Safety System, the unit contract price shall include all costs for loading and hauling excavated materials to a permitted disposal site, or to and from a temporary stockpile. Any such stockpiled materials, either suitable or designated for incorporation into the project, shall be handled in accordance with Section 2-09.3(1)E.

## 2-09.3(1)E Backfilling (April 12, 2018 CFW GSP)

The first paragraph of Section 2-09.3(1) is replaced with the following:

The backfilling of openings dug for Structures or for Removal of Structures and Obstructions shall be a necessary part of and incidental to the excavation. Backfill material shall be Gravel Borrow unless the use of native or other material is approved by the engineer.

## 2-09.3(3) Construction Requirements, Structure Excavation, Class A

## 2-09.3(3)F Trench Safety Systems (March 17, 2020 CFW GSP)

Add the following new subsection:

The Contractor shall provide all materials, labor, and equipment necessary to shore trenches to protect the Work, and existing improvements and natural features not designated for removal, and to provide safe working

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conditions in the trench. The Contractor may elect to use any combination of shoring and overbreak, tunneling, boring, sliding trench shield, or other method of accomplishing the Work consistent with applicable local, State, or Federal safety codes.

If workers enter any trench four (4) feet or more in depth that does not meet the open pit requirements of Section 2-09.3(3)B, the excavation shall be shored as provided in Section 2-09.3(4). The Contractor alone shall be responsible for worker safety, and the Contracting Agency assumes no responsibility.

Upon completing the Work, the Contractor shall remove all shoring unless the Plans or the Engineer direct otherwise.

Shoring to be removed, or moveable trench shields or boxes, shall be located at least two and one-half (2-1/2) pipe diameters away from metal or thermoplastic pipe if the bottom of the shoring, shield, or box extends below the top of the pipe, unless a satisfactory means of reconsolidating the bedding or side support material disturbed by shoring removal can be demonstrated.

Damages resulting from improper shoring or failure to shore shall be the sole responsibility of the Contractor.

The furnishing by the Contracting Agency of resident project representation and inspection shall not make the Contracting Agency responsible for the enforcement of such laws, rules, regulations, or procedures, nor shall such make the Contracting Agency responsible for construction means, methods, techniques, sequences, procedures, or for the Contractor's failure to properly perform the Work necessary for proper trench excavation safety.

## 2-09.4 Measurement

## (March 17, 2020 CFW GSP)

Section 2-09.4 is supplemented with the following:

Shoring or Extra Excavation Class B will be measured for payment only when the excavation is four-feet (4') or deeper.

No unit of measurement shall apply to the lump sum price for "Trench Safety System".

## **2-09.5 Payment**

## (March 17, 2020 CFW GSP)

Replace the fourteenth paragraph with the following:

The unit contract price per square foot for "Shoring or Extra Excavation Class B" shall be full pay for furnishing, placing, moving, and removing temporary shoring, or equivalent trench stabilization and worker protection system, and for all excavation, backfill, compact, and other work required when extra excavation is used in lieu of such temporary shoring or equivalent trench safety system. If select backfill material is required for backfilling within the limits of the excavation, it shall also be required as backfill material for the extra excavation at the Contractor's expense.

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## (March 17, 2020 CFW GSP)

Replace the fifteenth paragraph with the following:

"Trench Safety System", lump sum.

If there is no bid item for Shoring or Extra Excavation, Class B on a square foot basis and the nature of the excavation is such that shoring is required then the lump sum contract price for "Trench Safety System" shall be full payment for:

- 1) All temporary shoring or equivalent trench stabilization including all design and engineering fees.
- 2) Furnishing, constructing, and removing all temporary shoring or equivalent trench safety systems.

**END OF DIVISION 2** 

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## DIVISION 3 AGGREGATE PRODUCTION AND ACCEPTANCE

## 3-01 PRODUCTION FROM QUARRY AND PIT SITES 3-01.4 Contractor Furnished Material Sources

## 3-01.4(1) Acquisition and Development (April 12, 2018 CFW GSP)

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the construction of these improvements.

If the source of material provided by the Contractor necessitates hauling over roads other than City streets, the Contractor shall, at his own cost and expense, make all arrangements for the use of haul routes.

**END OF DIVISION 3** 

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## DIVISION 4 BASES

## 4-04 BALLAST AND CRUSHED SURFACING

## 4-04.3 Construction Requirements

4-04.3(3) Mixing

(April 12, 2018 CFW GSP)

Item 2 of Section 4-04.3(3), is replaced with the following:

2. **Road Mix Method** - The road mix method of mixing surfacing material will not be allowed.

## 4-04.3(4) Placing and Spreading

(April 12, 2018 CFW GSP)

Item 2 of Section 4-04(4), is replaced with the following:

2. **Road Mix Method** - The road mix method of mixing surfacing material will not be allowed.

## **4-04.5 Payment**

(January 19, 2024 CFW GSP)

Section 4-04.5 is supplemented with the following:

The unit contract price for Ballast and Crushed Surfacing, Shoulder Finishing, and Maintenance Rock shall also include hauling, compacting, spreading, and removing to waste when required by the Engineer.

## **END OF DIVISION 4**

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## DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

#### 5-04 Hot Mix Asphalt

(January 31, 2023 APWA GSP)

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

## 5-04.1 Description

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

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

## 5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder 9-02.1(4)
Cationic Emulsified Asphalt 9-02.1(6)
Anti-Stripping Additive 9-02.4
HMA Additive 9-02.5
Aggregates 9-03.8

Recycled Asphalt Pavement (RAP) 9-03.8(3)B, 9-03.21 Reclaimed Asphalt Shingles (RAS) 9-03.8(3)B, 9-03.21

Mineral Filler 9-03.8(5) Recycled Material 9-03.21

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

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

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

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

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

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

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

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

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

# 5-04.2(1)A Vacant

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

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

Be designed for \*\*\*\$\$1\$\$\*\*\* million equivalent single axle loads (ESALS).

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- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

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

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

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

### 5-04.3 Construction Requirements

### 5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

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### 5-04.3(2) Paving Under Traffic

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

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

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

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

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

### 5-04.3(3) **Equipment**

### 5-04.3(3)A Mixing Plant

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

- 1. Equipment for Preparation of Asphalt Binder Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
- 2. Thermometric Equipment An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
- 3. **Heating of Asphalt Binder** The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall

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it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

- 4. **Sampling and Testing of Mineral Materials** The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
- Sampling HMA The HMA plant shall provide for sampling HMA by one of the following methods:
  - a. A mechanical sampling device attached to the HMA plant.
  - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

### 5-04.3(3)B Hauling Equipment

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

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

### 5-04.3(3)C Pavers

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

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's

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recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

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

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

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

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

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

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

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

To be approved for use, an MTV:

- 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
- 2. Shall not be connected to the hauling vehicle or paver.
- 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
- 4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
- 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

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To be approved for use, an MTD:

- 1. Shall be positively connected to the paver.
- 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
- 3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
- 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

### 5-04.3(3)E Rollers

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

### 5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of

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application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

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

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

# 5-04.3(4)A Crack Sealing

### 5-04.3(4)A1 General

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

### 5-04.3(4)B Vacant

### 5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

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

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

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished

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with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

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

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

### 5-04.3(5)A Vacant

### 5-04.3(6) Mixing

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

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

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

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

### 5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to

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distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1" 0.35 feet

HMA Class 3/4" and HMA Class 1/2"

wearing course 0.30 feet other courses 0.35 feet

HMA Class %" 0.15 feet

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

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

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

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

### 5-04.3(9) HMA Mixture Acceptance

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

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

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

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

### **HMA Tolerances and Adjustments**

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

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

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

### For Aggregates in the mixture:

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

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

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
- 2. Job Mix Formula Adjustments An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
  - a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ¾", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
  - b. **Asphalt Binder Con**tent The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

### 5-04.3(9)A Vacant

#### 5-04.3(9)B Vacant

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

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

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

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

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

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

# 5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ¾" and No.4	2

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sieves	
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

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

### 5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

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

### 5-04.3(10) HMA Compaction Acceptance

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

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

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

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

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

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

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with

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instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

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

### **Test Results**

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

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

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

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

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

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

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

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### 5-04.3(10)C Vacant

### 5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the

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product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

### 5-04.3(11) Reject Work

# 5-04.3(11)A Reject Work General

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

# 5-04.3(11)B Rejection by Contractor

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

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

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

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

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

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

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

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

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# 5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

- When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
- 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
- 3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

# 5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

### 5-04.3(12) Joints

### 5-04.3(12)A HMA Joints

# 5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

### 5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

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### 5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

### 5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{6}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

- 1. Removal of material from high places by grinding with an approved grinding machine, or
- 2. Removal and replacement of the wearing course of HMA, or
- 3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

### 5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

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Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

### (June 13, 2023 CFW GSP)

Section 5-04.3(14) is supplemented with the following:

Existing paving fabric encountered during planing shall be removed incidental to planing bituminous pavement. Additional street sweeping and disposal associated with paving fabric removal shall be incidental to planing bituminous pavement.

### 5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

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### 5-04.3(14)B Paving and Planing Under Traffic

### 5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

### 1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
- Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
- 3. Permanent pavement marking must comply with Section 8-22.

# 5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient

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Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #23-014 detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

- A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
- 2. A copy of each intersection's traffic control plan.
- 3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
- 4. Names and locations of HMA supplier facilities to be used.
- 5. List of all equipment to be used for paving.
- 6. List of personnel and associated job classification assigned to each piece of paving equipment.
- 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
- 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
- 9. A copy of the approved Mix Designs.
- 10. Tonnage of HMA to be placed each day.

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11. Approximate times and days for starting and ending daily operations.

## 5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation. or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

- 1. General for both the Paving and Planing:
  - a. The actual times of starting and ending daily operations.
  - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
  - c. The sequencing and scheduling of paving operations and of planing operations. as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
  - d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.
  - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
  - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
  - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
  - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - j. Other items the Engineer deems necessary to address.
- 2. Paving additional topics:

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- a. When to start applying tack and coordinating with paving.
- b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

# 5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

### 5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

# 5-04.3(17) Temporary Asphalt Pavement (December 1, 2021 CFW GSP)

Section 5-04.3(17) is a new section:

Temporary asphalt pavement shall be placed by the Contractor immediately upon the request of the Engineer for the maintenance of traffic during construction. These areas include: voids created by the removal of existing improvements (i.e. Traffic islands, curbs), providing paved access to private properties, and ramps for property access during cement concrete driveway approach construction. All temporary paving shall be approved by the Engineer before placement. Any areas of temporary pavement to be removed and replaced shall be approved by the Engineer beforehand. This work shall also include the removal of temporary asphalt concrete pavement in its entirety prior to final paving.

Hot Mix Asphalt Temporary Pavement: Hot mix asphalt will be used for any trench or pavement restoration within the traveled way. Whether temporary or permanent, saw cut and treat edges with CSS-1 asphalt emulsion and apply a minimum 3-inch pavement depth or match existing, whichever is greater. Also, fill voids created by the removal of existing traffic islands and curbing, paving over excavated roadway to temporary access to adjacent properties, and ramps for property access during concrete approach construction.

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Cold Mix Asphalt Temporary Pavement: Cold mix asphalt is allowed for temporary paving outside the traveled way. The cold mix shall be approved by the Engineer and placed in a 2-inch minimum thickness. Placement of temporary pavement without prior approval of the Engineer shall be considered as a benefit of the Contractor and no cost to the owner. Any areas of temporary pavement to be removed and replaced require prior approval by the Engineer. This work shall include the removal of the temporary pavement prior to paving of final asphalt concrete pavement.

# 5-04.3(18) Speed Table

Section 5-04.3(18) is a new section:

(\*\*\*\*\*)

Asphalt speed tables shall be constructed as shown in the plans and per the City Standard Detail.

### 5-04.4 Measurement

HMA CI. \_\_\_ PG \_\_\_, HMA for \_\_\_ CI. \_\_ PG \_\_\_, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

(\*\*\*\*\*)

"Speed Table", per each.

### (April 12, 2018 CFW GSP)

Section 5-04.4 is supplemented with the following:

Hot Mix Asphalt Temporary Pavement shall be measured by the ton of material actually placed, with no deduction being made for the weight of liquid asphalt, blending sand, mineral filler, or any other component of the mixture. Hot Mix Asphalt Temporary Pavement shall be paid under the "Temporary Pavement" bid item and shall include placement and compaction of hot mix asphalt, removal and disposal of temporary pavement.

Cold Mix Asphalt Temporary Pavement will not be measured and shall be considered incidental to other bid items.

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Section 5-04.4 is supplemented with the following: "Remove and Replace HMA Speed Hump, Complete", per each.

5-0	4.5	Pav	ment
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Payment will be made for each of the following Bid items that are included in the Proposal:
"HMA CI PG", per ton.
"HMA for Approach Cl PG", per ton.
"HMA for Preleveling Cl PG", per ton.
"HMA for Pavement Repair Cl PG", per ton.
"Commercial HMA", per ton.
The unit Contract price per ton for "HMA CI PG", "HMA for Approach CI PG", "HMA for Preleveling CI PG", "HMA for Pavement Repair CI PG", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.
"Pavement Repair Excavation Incl. Haul", per cubic yard.
The unit Contract price per cubic yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair CI PG", per ton.
"Asphalt for Prime Coat", per ton.
The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).
"Prime Coat Agg.", per cubic yard, or per ton.
The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.
"Planing Bituminous Pavement", per square yard.
The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

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"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04..3(10)D3.

"Roadway Core", per each.

The Contractor's costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

# (April 12, 2018 CFW GSP)

Section 5-04.5 is supplemented with the following:

"Temporary Pavement", per ton.

### (December 1, 2021 CFW GSP)

Section 5-04.5 is supplemented with the following:

"Remove and Replace HMA Speed Hump, Complete", per each. The unit contract price per each for Remove and Replace HMA Speed Hump, Complete shall be full compensation for all tools, labor, equipment, and materials necessary to remove and reinstall the HMA Speed Hump and pavement markings, including, but not limited to: grinding, pavement removal, excavation, asphalt placement, plastic pavement markings, and raised pavement markers.

Section 5-04.5 is supplemented with the following:

(\*\*\*\*\*)

"Speed Table", per each. The unit contract price per each for Speed Table shall be full compensation for all tools, labor, equipment, and materials necessary to construct the HMA Speed Table and pavement markings, including, but not limited to: grinding, pavement removal, excavation, asphalt placement, plastic pavement markings, and raised pavement markers.

# **END OF DIVISION 5**

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# DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

### **7-01 DRAINS**

### 7-01.1 Description

(April 12, 2018 CFW GSP)

Section 7-01.1 is supplemented with the following:

This work consists of constructing catch basins, pipes, and culverts; and constructing a stormwater detention tank with flow restrictor.

# 7-01.3 Construction Requirements

# 7-01.3(3) Cleanouts and Fittings for Drain and Underdrain Pipe (April 12, 2018 CFW GSP)

Section 7-01.3(3) is a new section:

The Contractor shall install cleanouts at the terminal end of any drain or underdrain pipe not entering into a drainage structure. Cleanouts shall be installed at 150' maximum spacing with a maximum of two (2) cleanouts per section of drain or underdrain pipe.

# **7-01.5 Payment**

# (December 16, 2022 CFW GSP)

Section 7-01.5 is supplemented with the following:

Excavation, laying pipe, fittings, cleanouts, pipe bedding, imported backfill material, construction geotextile, connections to new or existing storm drainage structures, haul and disposal of trench material to be wasted including unsuitable material, cleaning, and testing will not be measured as these items are incidental to the drain pipe and/or underdrain pipe pay item(s).

# 7-04 Storm Sewers

### 7-04.2 Materials

(December 16, 2022 CFW GSP)

Section 7-04.2 is supplemented with the following:

Ductile Iron Storm Sewer Pipe 9-05.13

### 7-04.3 Construction Requirements

# 7-04.3(1) Cleaning and Testing

(April 12, 2018 CFW GSP)

Section 7-04.3(1) is supplemented with the following:

Cleaning and testing of storm sewer pipe shall be in accordance with Section 7-04.3(1) of the Standard Specifications, except as modified herein:

Any departures from the best construction practices by the Contractor, such as pipe line misalignment, presence of foreign matter in the pipes or catch basins, poor catch basin construction, etc., shall be corrected by the Contractor at the

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Contractor's own expense. Testing will not be authorized until such corrections have been made to the satisfaction of the Engineer.

### **7-04.5 Payment**

# (December 16, 2022 CFW GSP)

Section 7-04.5 is supplemented with the following:

"Ductile Iron Storm Sewer Pipe In. Diam.", per linear foot.

Section 7-04.5 is modified as follows:

The unit contract price per linear foot of storm sewer pipe of the type and size specified shall be full pay for furnishing all tools, labor, and equipment, and materials necessary for its complete installation, including, but not limited to: sawcutting for trench, sawcutting for "T-Cut" for trench restoration, pavement removal, trench excavation, dewatering (if required), temporary flow bypass, laying pipe, pipe bedding, imported backfill, compaction, connection to new or existing storm sewers or drainage structures, haul and disposal of trench material to be wasted including unsuitable material, cleaning and testing, and costs related to maintaining existing drainage system during construction or to provide temporary drainage systems. 90% of payment will be made once the storm sewer pipe is installed. The remaining 10% will be paid once pipe testing has been completed with satisfactory results. The engineer will have the discretion to adjust these payment percentages as may be appropriate. Payment percentages may be adjusted for any reason the engineer deems necessary, including but not limited to, a high number of unsatisfactory test results.

### 7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

# 7-05.3 Construction Requirements

(March 22, 2023 CFW GSP)

Section 7-05.3 is supplemented with the following:

Storm drain cleanouts shall be provided for retaining wall drainage and connected to the storm drainage system at the locations specified in the plans or as directed by the Engineer.

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant products shall be non-slip Methyl methacrylate (MMA) coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

The following requirements shall be applicable to both existing and proposed structures, as shown in the plans, or as designated by the Engineer:

#### Vaned Grate vs Solid Lid

A vaned grate and associated frame shall be installed on manholes and catch basins located where they will accept runoff. Bi-directional vaned grates shall be installed at all roadway sag locations and at low points along curb returns.

All structures not receiving surface runoff shall include solid lids, unless otherwise indicated in the plans or directed by the Engineer.

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### **Locking vs Non-Locking Lid**

All lids and frames shall be locking unless shown as non-locking on plans or directed otherwise by the Engineer. The Contractor shall place antiseize compound on all locking lid bolts prior to the final project punch list inspection.

# Round vs Square Lid

All structures, new or existing, shall utilize round lids, except for those that accept surface runoff (i.e. those located along a gutter flow line). Catch basins shall include conversion risers to accommodate round lids where indicated in the plans or directed by the Engineer.

# **Heavy-Duty Hinged Frames and Covers**

Heavy-duty hinged frames and covers shall be installed whenever round, solid lids are required as outlined above.

# <u>7-05.3(1) Adjusting Manholes, Valve Boxes and Catch Basins to Grade</u> (January 19, 2024 CFW GSP)

Section 7-05.3 is supplemented with the following:

Manholes, valve boxes, catch basins, and other structures shall not be adjusted to final grade until the adjacent pavement is completed, at which time the center of each structure shall be carefully relocated from references previously established by the Contractor. The asphalt concrete pavement shall be removed to a neat circular shape for circular grates and covers and a neat rectangular shape for rectangular grates and covers. The edge of the cut shall be 1.5 feet from the outside edge of the cast iron frame of the structure. The base materials and crushed rock shall be removed to the full depth of adjustment plus 2 inches. The manhole and catch basin frames shall be lifted and reset to the final grade, plumb to the roadway, and shall remain operational and accessible. (Reference City of Federal Way Standard Drawing 3-55 for Utility Adjustment).

Shims and adjustment materials may not be made of wood or other degradable materials.

The Contractor shall adjust manholes and catch basins with pre-cast grade rings, and mortar and high impact adjustment risers with a maximum 2-inch thickness where required for heavy-duty frames and covers within the travelled roadway. Metal adjustment rings shall not be used. If more than three grade rings are required to adjust a manhole or Type 2 catch basin to final grade, including existing grade rings, the Contractor shall remove the existing cone section or top slab, install a pre-cast manhole section of sufficient height to limit the number of grade rings to a maximum of three, and reinstall the cone section or top slab prior to paving operations. Grade adjustment rings and high impact riser installation shall be inspected by the Engineer prior to frame installation. Cover and grate frames shall be securely grouted to the structure.

Where existing structures are located within the wheel path of a proposed travel lane, catch basins adjusted to grade shall also include conversion risers and heavy duty locking frames and covers and high-impact risers.

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Following frame installation, the edges of the removed asphalt pavement and the outer edge of the reset frame shall be painted with asphalt for tack coat. The entire void around the adjustment shall then be filled with Commercial HMA, placed and compacted in maximum 3-inch lifts, to match the adjacent pavement surface. The joint between the patch and existing pavement shall then be painted with asphalt for tack coat and immediately covered with dry paving sand before the asphalt for tack coat solidifies.

### 7-05.3(3) Connections to Existing Manholes

(April 12, 2018 CFW GSP)

Section 7-05.3(3) is supplemented with the following:

The requirements of this section shall also apply to connections to existing catch basins.

# 7-05.3(5) Connections to Existing Pipe

(April 12, 2018 CFW GSP)

Section 7-05.3(5) is a new section:

The contractor shall connect (or reconnect) existing pipes to new manholes or catch basins without obstructing flow from upstream locations.

# 7-05.3(6) Cleaning

(April 12, 2019 CFW GSP)

Section 7-05.3(6) is a new section:

Prior to final project acceptance by the City, the Contractor shall be responsible to ensure the sumps of all manholes, inlets, catch basins, and drywells are clean of sediment and debris.

#### 7-05.4 Measurement

(January 19, 2024 CFW GSP)

Section 7-05.4 is supplemented with the following:

"Non-slip MMA Coating" will be measured per square foot.

### 7-05.5 Payment

(January 19, 2024 CFW GSP)

Section 7-05.5 is supplemented with the following:

The unit contract price for catch basins and/or manholes shall be full pay for furnishing all labor, tools, equipment, and materials necessary to complete each unit according to the Plans and Specifications. This includes all sawcutting, pavement removal and disposal, excavation, dewatering (if required), temporary flow bypass, connections to existing and new pipe, foundation material, bedding, imported backfill, compaction, surface restoration, testing, cleaning, and furnishing and placing of all accessories and conversion risers, temporary patching hot mix to allow for the passage of traffic, and other items as applicable. Frames and grates or rings and covers, grade rings and adjustment risers including conversion risers, and non-slip MMA coating for new lids in accessible surfaces shall be considered incidental to this bid item and will not be measured for separate payment. 50% of payment will be made once the catch basin or manhole is installed and the pipe inlets and outlets are grouted. The remaining 50% will be paid once risers/rings are grouted to the satisfaction of the City, the frame/grate is installed, and non-slip MMA coating is applied.

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The unit contract price for "Adjust Manhole" and/or "Adjust Catch Basin" and/or "Adjust Inlet" applies to existing storm drainage catch basins, inlets, and manholes that require adjustment to grade by addition or removal of adjustment risers. The unit contract price includes all labor, tools, equipment, and materials necessary to adjust to finished grade, sawcutting, temporary patching hot mix to allow for the passage of traffic, restoration of the area around the adjusted structure, and providing new rings and covers or frames and grates. Conversion of catch basin/manhole/inlet lids (i.e. convert to heavy duty, solid, round locking lid) shall be included in this bid item. Grade rings and adjustment risers (concrete or high-impact) shall be considered incidental to this bid item and will not be measured for separate payment. Non-slip MMA coating for lids in accessible surfaces shall be considered incidental to this bid item and will not be measured for separate payment. Payment will be made once the adjustment is fully complete and grouted. Partial payment will not be made if risers have been added, but the grouting has not been completed to the satisfaction of the City.

The unit contract price for "Connection to Drainage Structure" applies to connecting new storm drain pipe to existing storm drainage catch basins and manholes and includes all labor, tools, equipment, and materials necessary to core drill the existing drainage structure and provide the necessary pipe connection. Any associated sawcutting, pavement removal and disposal, excavation, imported backfill, compaction, and pavement restoration are incidental to this bid item.

"Non-slip MMA Coating", per square foot.

(\*\*\*\*\*)

Connection of new catch basins and/or manholes to existing pipe shall be incidental to the bid item of the new catch basin or manhole.

### 7-06 Flow Control Structures and Detention Pipe

**New Section** 

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### 7-06.1 Description

Section 7-06 describes Work consisting of flow control structures and detention pipe for storm water storage. The flow control structure consists of a maintenance hole structure with a flow control device assembly.

### 7-06.2 Materials

Material	Section
Flow Control Structure, Fittings, and Related	Section 9-05
Maintenance Hole Components	Section 9-05
Non-Shrink Cement Sand Grout	Section 9-04

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### 7-06.3 Construction Requirements

# 7-06.3(1) General

All work including bedding, pipe installing, and jointing for the construction of detention pipe and flow control Structure is specified in Section 7-05. Excavation, backfill, and compaction is specified in Section 2-09.

# 7-06.3(2) Flow Control Devices

# 7-06.3(2)A Flow Restrictor

Type 2 Catch Basin is as specified in Section 7-05. Flow Restrictor must be as shown in the plans. The flow control device assembly and all control elevations must be shown on the Drawings. The limit of variance at each orifice or weir elevation must not exceed  $\pm$  0.03 foot. PVC pipe must be per ASTM D1785, Schedule 40. The PVC orifice plate must be fusion welded to the PVC cross or tee and elbow with an orifice of the diameter indicated on the Drawings in its center. The top of PVC pipe is the overflow weir and its elevation must be shown on the Drawings. The v-notch weir must be dimensioned per the Drawings.

### 7-06.3(2)B PVC Shear Gate

PVC shear gate must be constructed as part of the flow control device assembly within public flow control Structures within the Right of Way. Locate the lift handle to allow operation of the shear gate by reaching from the surface without entering the flow control structure. Offset the orifice 2 elbow to provide clear operation of the lift handle and orient so it will not interfere with use of the ladder to enter the structure.

# 7-06.3(3) Corrugated Metal Detention Pipe

Seams in pipes and bands must be gasketed per AASHTO M 196. The end plate must be welded to the end of the detention pipe with a water tight continuous weld. The end of the detention pipe inside the flow control structure must be ground smooth of all burrs and sharp edges. Aluminum that is to be in contact with a Portland cement product (CDF, concrete, grout, mortar, and other similar products) must be protected as specified in Section 9-05.1. See Section 7-06.2 regarding limitations on uses of several Materials. Bedding for the aluminized corrugated metal detention pipe must be as indicated on the Drawings. Coupling bands for steel detention pipes must comply with the Drawings, Specifications, or the Standard Plans.

### 7-06.4 Measurement

Measurement for Catch Basin Type 2 72 In. with Flow Restrictor is per each.

Measurement for Stormwater Detention Tank 1 is per each.

# 7-06.5 Payment

"Catch Basin Type 2 72 In. with Flow Restrictor" is per each. This includes all costs for the work required to construct the flow restrictor and structure.

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"Stormwater Detention Tank 1", per each, this includes all work to construct the detention tank.

# 7-07 CLEANING EXISTING DRAINAGE STRUCTURES

### 7-07.5 Payment

# (April 12, 2018 CFW GSP)

Section 7-07.5 is replaced with the following:

All costs associated with cleaning existing drainage structures shall be considered incidental to and included in the various bid items and no additional payment shall be made.

# 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

### 7-08.3(1)A Trenches

(March 22, 2023 CFW GSP)

Section 7-08.3(1)A is supplemented with the following:

Where water is encountered in the trench, it shall be removed during pipe-laying operations and the trench so maintained until the ends of the pipe are sealed and provisions are made to prevent floating of the pipe. Trench water or other deleterious materials shall not be allowed to enter the pipe at any time.

Trenching may disturb existing pavement markings that are not shown to be replaced in the plans. All such pavement markings damaged by trenching shall be repaired after trenching is backfilled and restored. The new pavement markings shall match the damaged pavement marking. All pavement marking repair cost shall be incidental to the pipe installation, including all necessary labor and materials.

# 7-08.3(3) Backfilling

(December 16, 2022 CFW GSP)

Section 7-08.3(3) is supplemented with the following:

Initial backfilling shall be performed only after inspection and approval of the installed pipe. Backfill shall be accomplished in such a manner that the pipe is not damaged by impact or overloading. Water settling will not be permitted.

If there is an excess of acceptable backfill material obtained from trench excavation at one location on the project, the Contractor may request approval from the City to use it at other locations on the project. Native backfill stockpiles shall be protected to prevent excessive wetting. The cost of transporting the excess backfill material shall be considered incidental to the pipe or structure backfilled.

### 7-12 VALVES FOR WATER MAINS

### 7-12.4 Measurement

(December 1, 2021 CFW GSP)

Section 7-12.4 is supplemented with the following:

"Adjust Water Valve to Grade" will be measured per each.

**7-12.5 Payment** 

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# (December 1, 2021 CFW GSP)

Section 7-12.5 is replaced with the following:

The unit contract price for "Adjust Water Valve to Grade" applies to existing water valves that require adjustment to grade. The unit contract price includes all labor, tools, equipment, and materials necessary to adjust valves to finished grade, sawcutting, temporary patching hot mix to allow for the passage of traffic, restoration of the area around the adjusted structure. Non-slip MMA coating for lids in accessible surfaces shall be considered incidental to this bid item and will not be measured for separate payment. Payment will be made once the adjustment is fully complete.

# **END OF DIVISION 7**

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# DIVISION 8 MISCELLANEOUS CONSTRUCTION

# 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

### 8-01.3 Construction Requirements

8.01.3(1) General (April 12, 2018 CFW GSP)

The first paragraph of 8-01.3(1) is deleted and replaced with the following:

The Contractor shall install a high visibility fence along the right-of-way lines shown in the Plans or as instructed by the Engineer.

# 8-01.3(1)A Submittals (April 12, 2018 CFW GSP)

Section 8-01.3(1)A is revised to read:

A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the Contractor and submitted for approval to the Engineer. The plan shall consist of the Contractor's complete strategy to meet the requirements of the Department of Ecology's NPDES and State Waste Discharge General Permit for Stormwater Discharges Associated With Construction Activity (General Permit). The SWPPP shall include and modify as necessary the Site Preparation and Erosion Control Plan drawings provided as part of the Contract Plans. The Contractor shall prepare review and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project. The Contractor's SWPPP shall meet the requirements of the general permit. The Contractor's modifications to the SWPPP shall also incorporate the content and requirements for the Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with Section 1-07.15(1).

The SWPPP shall document all the erosion and sediment control Best Management Practices (BMPs) proposed, whether permanent or temporary. The plan shall document installation procedures, materials, scheduling, and maintenance procedures for each erosion and sediment control BMP. The Contractor shall submit the SWPPP for the Engineer's approval before any work begins. The Contractor shall allow at least five working days for the Engineer's review of the initial SWPPP or any revisions to the modified SWPPP. Failure to approve all or part of any such plan shall not make the Contracting Agency liable to the Contractor for any work delays. The Contractor may not begin work without an approved Contractor's SWPPP.

The Contractor shall complete and modify the SWPPP to meet the Contractor's schedule and method of construction. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adapted as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the SWPPP work and incorporate it into the Contractor's progress schedule.

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In addition, the SWPPP shall outline the procedures to be used to prevent high pH stormwater or dewatering water from entering surface waters. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters. Prior to beginning any concrete or grinding work, the Contractor shall submit the plan, for the Engineer's review and approval.

As a minimum, the SWPPP shall include all the SWPPP requirements identified in the General Permit, including:

Narrative discussing and justifying erosion control decisions (12 elements)

Drawings illustrating BMPs types and locations

Engineering calculations for ponds and vaults used for erosion control

A schedule for phased installation and removal of the proposed BMPs, including:

- A. BMPs that will be installed at the beginning of project startup.
- B. BMPs that will be installed at the beginning of each construction season.
- C. BMPs that will be installed at the end of each construction season.
- D. BMPs that will be removed at the end of each construction season.
- E. BMPs that will be removed upon completion of the project.

An Ecology template is available to the Contractor for producing the SWPPP, using project- specific information added by the Contractor. The template and instructions are available at:

http://www.ecy.wa.gov/programs/wq/stormwater/construction/

### **Turbidity and pH Exceedances**

Following any exceedances of the turbidity or pH benchmarks, the Contractor shall provide the following at no additional cost to the Contracting agency:

- The necessary SWPPP revisions and on-site measures/revisions including additional source control, BMP maintenance, and/or additional stormwater treatment BMPs that are necessary to prevent continued exceedance of turbidly and/or pH benchmarks.
- 2. The regulatory notification to the Dept. of Ecology and to the Engineer of any monitoring results requiring regulatory notification.
- 3. The additional daily sampling and reporting measures described in the General Permit to verify when project site runoff is in compliance.

# 8-01.3(1)B Erosion and Sediment Control (ESC) Lead (October 3, 2022 WSDOT GSP, OPTION 1)

Item number 3 and 4 in the second paragraph of Section 8-01.3(1)B are revised to read:

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- 3. Submit to the Engineer no later than the end of the next working day following the inspection a TESC Inspection Report that includes:
  - a. When, where, and how BMPs were installed, maintained, modified, and removed.
  - b. Observations of BMP effectiveness and proper placement.
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.
  - d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

## 8-01.3(2) Seeding, Fertilizing, and Mulching

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

(September 3, 2019 WSDOT GSP, OPTION 3)

Section 8-01.3(2)B is supplemented with the following:

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet. Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

#### **8-02 ROADSIDE RESTORATION**

#### 8-02.1 Description

(April 12, 2018 CFW GSP)

The first paragraph of Section 8-02.1 is revised to read:

All plant materials required by the Bid Documents shall be plant species including plant establishment (PSIPE) per the Standard Specifications.

## 8-02.2 Materials

(April 12, 2018 CFW GSP)

The first paragraph of Section 8-02.2 is revised to read:

Root Barrier: 18-inch high, minimum thickness 0.090-inch, interlocking root barrier panels constructed of high-impact polypropylene with 1/2-inch reinforcing tabs.

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See Plans for locations and installation. Root barrier shall be installed per manufacturer's written recommendations.

### **8-02.3 Construction Requirements**

## 8-02.3(1) Responsibility During Construction (April 12, 2018 CFW GSP)

Section 8-02.3(1) is supplemented with the following:

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Landscape construction is anticipated to begin after all curbs, sidewalks, walls, and associated roadside work is completed. Landscape materials shall not be installed until weather permits and installation has been authorized by the Engineer. If water restrictions are anticipated or in force, planting of landscape materials may be delayed.

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from the Contractor's work. At the end of each work day, and as each planting area is completed, it shall be neatly dressed, and all surrounding walks and paved areas shall be cleaned to the satisfaction of the Engineer. No flushing will be allowed. At the conclusion of work, the Contractor shall remove surplus soils, materials, and debris from the construction site and shall leave the project in a condition acceptable to the Engineer.

## 8-02.3(2) Work Plans

Supplement by adding the following:

(\*\*\*\*\*)

Within 14-calendar days after award of Contract, submit written documentation to the Engineer that all specified plant materials have been ordered. Documentation shall include list of suppliers' names, addresses, and phone numbers along with a list of respective growing or storage locations with addresses.

The Contractor shall provide all plants of the size, species, variety, and quality noted and specified. If unavailable, the Contractor shall notify the Engineer in writing immediately and provide the names and telephone numbers of five (5) nursery suppliers that have been contacted. If substitution should be permitted, it can be made only with the prior written approval by the Engineer.

Submit documentation of hand watering and/or temporary irrigation methods required to establish and maintain plant materials in a healthy growing condition.

## 8-02.3(5) Planting Area Preparation (April 12, 2018 CFW GSP)

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

Thoroughly scarify subgrade in tree, and seeded lawn areas to a minimum depth of six-inches (6") except within critical root zones of existing trees to remain, as noted on plans. Scarified subgrade shall be inspected and approved by the Engineer prior to the placement of topsoil. Remove all construction debris and rocks over two-inches (2") in diameter prior to placing topsoil.

Scarified subgrade shall be inspected and approved by the Engineer prior to placement of topsoil. Upon approval of the subgrade, Topsoil A shall be installed to a minimum depth of 4 inches lightly compacted depth in all seeded areas, unless otherwise noted on plans.

Lightly compact soil and establish a smooth and uniform finished grade to allow to surface drainage and prevents ponding.

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The areas shall be brought to a uniform grade, 1 inch, or the specified depth of mulch, below walks, curbs, junction and valve boxes, and driveways, unless otherwise specified.

The costs of removing all excess material and debris shall be considered incidental to and included in the unit contract prices of other items in this contract.

## 8-02.3(6) Mulch and Amendments

Supplement by adding the following:

(\*\*\*\*\*)

Contractor shall send minimum of one representative sample of each Topsoil Type A mix to an approved soil-testing laboratory (state or commercial laboratory) for approval prior to use on the project site. The Contractor shall be responsible for whatever Topsoil additives may be required, as recommended by the testing laboratory. The cost for testing and Topsoil additives shall be borne by the Contractor. Testing shall be performed in accordance with the most current edition of Methods of Soil Analysis published by the Soil Science Society of America, Inc. The soil test analysis reports and recommendations for Topsoil additives shall include the following:

- 1. Fertility Analysis
  - a. Extractable analyses: nitrate-nitrogen, ammoniacal-nitrogen, phosphorous, potassium, calcium, magnesium, copper, zinc, manganese and iron.
  - Saturation extract values: calcium, magnesium, potassium, sodium, boron, sulfate, pH, qualitative lime, salinity and sodium adsorption ratio (SAR).
- 2. Organic Content and Particle Size Appraisal
  - a. Percent dry weight organic matter and USDA particle size appraised to include USDA soil classification.
- 3. Cation Exchange Capacity (CEC)
- 4. Laboratory Recommendations

Written statement from the soil-testing laboratory that they have reviewed the project planting plans and the planting specifications, and that their recommendations respond to the specific needs of the Contract.

Topsoil additives recommendations shall be organic based. Chemical based Topsoil additives shall not be acceptable.

Submit soil laboratory tests for Topsoil Type A and supplier's certification of Compost and Sand or Sandy Loam for Engineer's review and approval prior to installing Topsoil Type A.

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#### 8-02.3(6)B Fertilizers

## (September 3, 2019 WSDOT GSP, OPTION 3)

Section 8-02.3(6)B is supplemented with the following:

Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

### 8-02.3(7) Layout of Planting, Lawn and Seeding Areas

Delete entire section and revise by adding the following:

(\*\*\*\*\*)

Field stake or otherwise mark the planting location of all trees and the perimeter of all planting areas for approval by the Engineer prior to installation.

Tree locations shown in the Plans shall be considered approximate.

### 8-02.3(8) Planting

## (March 22, 2023 CFW GSP)

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

All Topsoil Type A required to pit plant trees and bark mulch for topdressing, as specified in the plans, shall be considered incidental to and included in the unit contract price of the trees.

Use loosened and replaced compacted mineral native soil without organics under tree rootball. Use topsoil on sides of tree rootball only. Use full depth topsoil for shrubs.

Trees shall be handled by the rootball, not by the trunk. Burlap and wire shall remain intact until trees are set in their final positions within each planting pit.

Plant trees and shrubs upright and rotate in order to give the best appearance or relationship to adjacent plants, topography, and structures. Hold plant rigidly in position until topsoil has been backfilled and water settled free of voids and air pockets and tamped firmly around the ball or roots.

When the pit is backfilled halfway, place the specified quantity of fertilizer plant tablets and stakes as shown in the Plans. Evenly space the fertilizer tablets around the perimeter of, and immediately adjacent to the root system. Carefully place water and compact planting topsoil, filling all voids. Tree root crowns to be 1" higher than finished grade to allow for settlement.

When the planting pit is three quarters backfilled, fill with water and allow water to soak away. Fill the pits with additional topsoil to finish grade and continue backfilling as detailed in the Plans. Water trees immediately after planting.

The contractor shall apply 3 inches of pea gravel flush with bottom of tree grates in tree wells per City Standard Detail 3-31.

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## 8-02.3(9)B Seeding and Fertilizing

### (September 3, 2019 WSDOT GSP, OPTION 2)

Section 8-02.3(9)B is supplemented with the following:

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and accepted by the Engineer. The application rate shall be two pounds per 1000 square feet.

#### 8-02.3(10) Fertilizer

## (April 12, 2018 CFW GSP)

Section 8-02.3(10) is supplemented with the following:

All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturer's guaranteed statement of analysis clearly marked, in accordance with State and Federal law.

Seeded areas, trees, and shrubs shall be fertilized at a rate according to fertilizer manufacturer's recommendations.

#### 8-02.3(10)A Lawn Installation

Supplement by adding the following:

(\*\*\*\*\*)

Seed Lawn Mix rate of application shall be 7-10 lbs per 1,000 square feet or 350 lbs per acre.

## 8-02.3(10)D Lawn Mowing

Supplement by adding the following:

(\*\*\*\*\*)

Lawn moving is only required during the lawn establishment period.

## 8-02.3(11) Bark or Wood Chip Mulch

(March 22, 2023 CFW GSP)

Section 8-02.3(11) is supplemented with the following:

Bark Mulch shall be placed over all tree planting pits to a depth no less than two (2) inches, or as detailed in the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

#### 8-02.3(13) Plant Establishment

Supplement by adding the following:

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The Plant Establishment Plan must include the scheduling, frequency, dates, materials, and equipment utilized, whichever may apply, for all maintenance activities including, but not limited to, the following:

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#### A. Plant Establishment

- 1. Pruning Selective hand pruning per Engineers field directive, and pruning required per Tree Protection and Pruning Plan
- 2. Fertilizing Per soil laboratory recommendations
- 3. Watering Amount in inches per week
- 4. Weed Control Weed removal must be by mechanical control methods unless alternatives are approved by the Engineer.
- 5. Litter and Debris Removal
- 6. Staking/Guying Removal
- 7. Erosion Control Methods and Procedures
- 8. Plant Replacement
- 9. Vandalism and Accidental Damage Repair

Also indicate the following:

- A. Emergency Contact Name 24 hours, 7 days per week availability
  - 1. Local address
  - 2. Local telephone number
- B. Sign and date the Plant Establishment Plan

# 8-02.3(17) Protection of Private Property and Property Restoration (March 22, 2023 CFW GSP)

Section 8-02.3(17) is a new section:

Property Restoration shall consist of fine grading and restoration of adjacent landscaped areas; adjustment and/or replacement of private irrigation systems; slope restoration behind sidewalks; timber edgings; installing and replacing private wood and chain link fencing; and other work not currently identified in the plans, as directed by the Engineer.

The Contractor is specifically reminded that any unnecessary damage caused by construction activities will be repaired at the Contractor's expense.

Restore all disturbed areas to original condition or better. Grass areas shall be restored with hydroseed where directed.

Removal of tree roots outside the limits of construction, as directed by the Engineer and under the supervision of a certified arborist, shall be paid for under "Property Restoration".

Topsoil shall be Type A and mulch shall be Bark or Wood Chip Mulch, per these Special Provisions.

All materials shall conform to Sections 9-14 Erosion Control and Roadside Planting and 9-15 Irrigation System of the Standard Specifications.

The force account provided for property restoration also includes any adjustments and/or replacements of existing irrigation systems not covered under Section 8-03 Irrigation Systems of the Special Provisions. This work shall also consist of

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modifying existing landscape lighting systems as may become necessary by these improvements.

The Contractor is advised that protecting existing private irrigation and lighting systems from damage does not constitute a basis for claim or extra work.

### 8-02.3(21) Tree Protection and Pruning Plan

Add the following as a new section:

(\*\*\*\*\*)

See Plans for existing trees that must be protected adjacent to and within project limits. The Contractor shall provide all materials, labor and equipment to preserve and protect the existing trees as shown in the Plans, and in accordance with these Specifications. Pruning shall occur per Engineer field directive.

Tree Protection and Pruning Plan (TPPP)

Prior to commencing construction activities or delivery of materials to the site, submit a Tree Protection and Pruning Plan (TPPP) for review and approval by the Engineer. The final TPPP shall be signed and or stamped by an International Society of Arboriculture (ISA) Certified Arborist, and all the tree Work shall be done under the supervision of an ISA Certified Arborist. The Contractor shall protect existing trees utilizing standard tree protection criteria including but not limited to:

- 1. Pre-construction Meeting: The Contractor and ISA Certified Arborist must meet on site with the Engineer to inspect the trees to be saved, tree protection fencing, and review the submitted TPPP.
- 2. Pre-construction Inventory will include photograph documentation of existing trees to be protected and pruned. The pre-construction inventory will also include TPPP recommendations for pre-construction tree maintenance. The Contractor shall conduct pre-construction tree maintenance, including but not limited to mulch, supplemental irrigation as necessary, and pruning to remove dead, structurally weak, and low-hanging branches.
- 3. Monitoring: The TPPP must identify and detail the methodology for monitoring tree health for changes in condition throughout construction and plant establishment. Documentation and reporting to be performed by an ISA Certified Arborist. Monitoring shall include, but not be limited to, a minimum weekly review of tree conditions during construction when work is occurring within tree protection fencing. During the plant establishment period two reviews are required, one at the 6-month and the other at the 12-month completion date.
- 4. Reporting: The TPPP will identify and detail the methodology for arborist reporting. Weekly arborist reports shall include but not be limited to the work executed near trees, change in tree health, and corrective measures required to ensure tree health.

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- 5. Tree Protection Fence: Tree protection fence shall be provided at the drip line of existing trees to remain within the project limits. Adjust tree protection fence locations based upon TPPP and ISA Certified Arborist recommendations. Tree protection fencing shall be 6'-0" tall chainlink fencing, high visibility fencing, or other material approved by the Engineer.
- 6. Work inside Tree Protection Fence: All work inside tree protection fence must be by hand methods. Place excavated backfill on plywood or canvas tarp outside tree protection fence. Roots exposed by excavations must be cut back to soil level with handheld pruner or pruning saw. Replace backfill the same day. Cover exposed roots with wet burlap to prevent them from drying out. Firm the backfill to the same compaction as surrounding soil and no more. Water the backfill to prevent excessive root drying.
- 7. Pruning: Existing tree branches that overhang new sidewalk construction must be pruned per ISA and ANSI A300 pruning standards. Lower tree branches shall be pruned up to an approximate 14-foot height above adjacent sidewalk and roadway. Pruning Work must be done under supervision of ISA certified arborist. All pruning debris shall be removed and disposed off-site in a legal landfill.
- 8. Water: Provide supplemental water as required per the TPPP.
- 9. Mulch: Spread mulch over root area to reduce moisture loss and cool roots per TPPP.
- Dust Control: Heavy accumulation of dust from construction activity may occur on the surface of tree foliage. To control dust, tree foliage may be hosed down as required per TPPP.
- 11. Tree Damage: In the event a tree is injured, damaged or lost as a result of the Contractor failure to protect and maintain the existing tree(s), the Contractor shall pay to the Owner as liquidated damages a sum equal to the value of each lost or damaged tree. Tree value shall be determined by the most current edition of the Guide for Plant Appraisal by the International Society of Arboriculture.
- 12. Plant Establishment: TPPP must include recommendations for tree protection and maintenance during the plant establishment period.

#### 8-02.4 Measurement

#### (April 12, 2018 CFW GSP)

Section 8-02.4 is supplemented with the following:

Topsoil, bark mulch, compost, and/or soil amendments will be measured by the cubic yard in the haul conveyance at the point of delivery.

Root barrier will be measured per linear foot of installed root barrier.

"Seeded Lawn" will be measured in square yards of actual lawn completed, established, and accepted.

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"Property Restoration" will be paid by force account and must be approved by the engineer prior to completing the work.

Fertilizer shall be incidental to other bid items unless specifically listed as a bid item.

(\*\*\*\*\*)

"Tree Protection and Pruning Plan", no specific unit of measurement will apply to force account item of "Tree Protection and Pruning Plan".

#### 8-02.5 Payment

### (April 12, 2018 CFW GSP)

Section 8-02.5 is supplemented with the following:

"Root Barrier" per linear foot.

"Bark Mulch" per cubic yard. The unit contract price shall be full pay for furnishing and spreading the mulch.

"Seeded Lawn" per square yard. The unit contract price will include all preparation, fertilizer, establishment, and mowing as called for in the specifications.

"Property Restoration" per force account.

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"Topsoil Type A" per cubic yard.

The unit contract price per cubic yard shall be full pay for providing the material loading, hauling, stockpiling, weed control, placing, spreading, cultivation and compacting Topsoil Type A. The cost for soil tests soil amendments and fertilizer are incidental to the "Topsoil Type A" contract bid amount.

"Tree Protection and Pruning Plan" by force account.

All costs for providing property restoration Work will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for "Tree Protection and Pruning Plan" and has entered the amount in the Proposal to become a part of the total Bid by the Contractor.

Perforated drain pipe and drain rock for tree planting is incidental to the tree bid item.

## 8-03 IRRIGATION SYSTEMS

8-03.1 Description

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Section 8-03.1 is supplemented with the following:

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Some private irrigation systems exist within the project limits which may be impacted by the project improvements. The Contractor shall minimize the impacts to these facilities to the maximum extent possible. In the event that irrigation systems are found to encroach within the limits of the project improvements, they shall be modified as necessary per Engineer directed force accounts to ensure satisfactory operation upon completion of the improvements.

The Contractor is responsible to coordinate with affected property owners to ensure their existing sprinkler systems are fully functional before they are disturbed.

## 8-03.3 Construction Requirements

(April 12, 2018 CFW GSP)

Section 8-03.3 is supplemented with the following:

All work shall be in strict conformance with the Lakehaven Utility District Water System and Sewer Standards, together with the plans, details and manufacturer's written information regarding recommended installation procedures. References to the use of galvanized pipe in the Standard Specifications and Amendments shall be replaced with Schedule 80 PVC or other Engineer accepted pipe material.

Private sprinkler irrigation systems found to encroach within the limits of improvements shall be modified as necessary to remove the encroachment and to ensure satisfactory operation of the remaining system. The Contractor shall ensure that existing private systems remain in operation during the construction of this project. The Contractor shall furnish temporary water to disconnected existing irrigation systems. Private irrigation systems that have been damaged during construction activities shall be repaired within 5 working days. The Contractor shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition. This work will include, but not be limited to, cutting and capping existing pipe, relocating existing risers and sprinkler heads new pipe heads and connections, and testing of the system. Payment will be by Force Account for Property Restoration.

#### 8-03.3(7) Flushing and Testing

(April 12, 2018 CFW GSP)

Section 8-03.3(7) is supplemented with the following:

The Contractor shall pretest and prove functional then advise the Engineer at least 48 hours before pressure and coverage tests are to be conducted and shall have the approval of the Engineer before backfilling. Mainlines shall be tested at 140 PSI and PVC lateral lines at 50 PSI. Before the sprinkler system will be accepted, the Contractor, in the presence of the Engineer, shall perform a sprinkler head water coverage test to determine if the water coverage and operation of the system is complete and satisfactory. If any part of the system is inadequate it shall be repaired or replaced at the Contractor's expense and the test repeated until accepted.

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All backfilled trenches shall be repaired by the Contractor at his expense, including restoration of plant materials.

#### 8-04 CURBS. GUTTERS. AND SPILLWAYS

#### 8-04.3 Construction Requirements

(March 22, 2023 CFW GSP)

Section 8-04.3 is supplemented with the following:

The sub-base for curb and gutter sections shall be compacted to 95 percent density at or below optimum moisture content, as per Section 2-03.3(14)D revised, before placing the curb and gutter.

White-pigmented curing compounds will not be allowed.

The top of the finished concrete shall not deviate more than one-eighth (1/8") in ten feet (10") or the alignment one-fourth (1/4") in ten feet (10").

Where shown in the Plans, the concrete curb will be ramped for wheel chairs as shown in the City Standard Plan Details.

Where shown in the plans, the Contractor shall paint the curbs with 2-coats of yellow paint. Paint and application shall conform to the Standard Specifications for traffic paint striping.

# 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways (December 16, 2022 CFW GSP)

Section 8-04.3(1) is supplemented with the following:

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

#### 8-04.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-04.4 is supplemented with the following:

Painting of curbs, where required, will not be measured and is considered incidental to the unit price of the type of curb.

#### **8-04.5 Payment**

(April 12, 2018 CFW GSP)

Section 8-04.5 is supplemented with the following:

"Extruded Curb, Cement Conc.", per linear foot.

Add the following as a new section:

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8-05 SITE FURNISHINGS

8-05.1 Description

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This work consists of providing and installing Trail Rules Signs, Trail Entry Signs, Waste Receptacles, Benches, and Dog Waste Stations, including all fastenings, footings, graphic panels, equipment and related material needed to facilitate installation in accordance with these Specifications and as shown in the Plans or as directed by the Engineer.

#### 8-05.2 Materials

Materials shall meet the requirements of the following sections:

Crushed Gravel Base Course 9.37.1
Cast-In-Place Concrete 9.37.2
Trail Rules Sign 9-37.3
Trail Entry Sign 9-37.4
Waste Receptacle 9-37.5
Bench 9-37.6
Dog Waste Station 9-37.7

## 8-05.3 Construction Requirements

## 8-05.3(1) General

Before proceeding with any work, the Contractor shall inspect the site, carefully check all grades, and verify all dimensions and conditions affecting the work. The Contractor shall immediately notify the Engineer of any discrepancy on line and level.

The Contractor shall be responsible for grading and compacting sub-grade using optimum amount of moisture to achieve ninety-five (95) percent compaction immediately before placement of all site furnishings.

Stake alignment and locations of all site furnishings for review and orientation by Engineer prior to installation. Install all site furnishings rigid, plumb and true to lines and levels shown on Plans.

All ends of bolts shall be tamperproof. Remove all sharp edges and metal burrs.

Welded pieces shall be free of burrs, slag or other waste material prior to galvanizing. All welds shall be continuous without gaps.

#### 8-05.3(2) Crushed Gravel Base

Crushed gravel shall be used to construct a gravel base upon a prepared subgrade. Provide thickness as shown on the Plans and in accordance with these Specifications.

#### 8-05.3(3) Cast-In-Place Concrete

Install concrete footing for site furnishings as shown on Plans. Sized footing per manufacturer's recommendations. Provide shop drawing, signed and stamped by Engineer, indicating reinforcing and size of footings, including attachment of sign posts and bases to footings.

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### 8-05.3(4) Hardware

All metal hardware including bolts, nuts, and anchor bolts shall be Stainless Steel Type 316 unless otherwise noted. All bolts shall have standard cut washers respective size, unless otherwise indicated on the Plans. All stainless-steel bolts to have stainless washers each end, stainless steel bolts, etc. shall have stainless steel washers and tamper resistant tri-groove nuts. Hardware not noted by size shall be sufficient to draw and hold members securely.

## 8-05.3(5) Trail Rules Sign

This Work shall consist of the fabrication and installation of Trail Rules Sign steel sign, footings, and fabrication and installation of graphic panels, as described herein at the locations and details shown on the plans. Contractor shall submit shop drawings for the Trail Rules Sign to the Engineer for review and approval, prior to fabrication and installation. The Contractor's shop drawings shall be approved by the Engineer prior to fabrication. Shop drawings shall be submitted to the Engineer at least fifteen (15) working days prior to the Contractor's intended fabrication date. The Engineer shall have minimum ten (10) working days to review the shop drawings. The Contractor's shop drawings shall accurately represent the design as shown on the plans and as described herein. The shop drawings shall be stamped and signed by an Engineer and indicate all dimensions, sections, elevations, details, colors, materials, finishes, structural elements and reinforcing, fastenings, anchoring devices, mounting methods, fabrication methodology, and installation requirements.

The City reserves the right to add to or modify sign text, lettering layout, and/or other design elements shown in the shop drawings during the shop drawing review phase up to three (3) times at no additional cost.

All painted, printed, and fabricated finishes shall be smooth, free of scratches, gouges, air bubbles, foreign matter, or other imperfections.

The Contractor shall notify the Engineer of any discrepancies or obstacles impeding the placement of the sign components. All adjustments shall require the approval of the Engineer. Completed sign components shall be installed square, plumb, and accurately level in accordance with the Plans.

## 8-05.3(6) Trail Entry Sign

This Work shall consist of the fabrication and installation of cast-in-place concrete Trail Entry Sign and footings, fabrication and installation of graphic panels, as described here in at the locations and details shown on the plans.

The plans and details contained in the Contract Documents are for informational purposes only. Contractor provided shop drawings shall be required. Shop drawings shall include all items necessary to completely fabricate and install the Trail Entry Sign and footings as shown on the plans and as described herein.

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The Contractor's shop drawings shall be approved by the Engineer prior to fabrication. Shop drawings shall be submitted to the Engineer at least fifteen (15) working days prior to the Contractor's intended fabrication date. The Engineer shall have minimum ten (10) working days to review the shop drawings. The Contractor's shop drawings shall accurately represent the design as shown on the Plans and as described herein. The shop drawings shall be stamped and signed by an Engineer and indicate all dimensions, sections, elevations, details, colors, materials, finishes, structural elements, fastenings, anchoring devices, mounting methods, fabrication methodology, and installation requirements.

The City reserves the right to add to or modify sign text and lettering layout, and/or other design elements shown in the shop drawings during the shop drawing review phase up to three (3) times at no additional cost.

All painted, printed, and fabricated finishes shall be smooth, free of scratches, gouges, air bubbles, foreign matter, or other imperfections.

The Contractor shall notify the Engineer of any discrepancies or obstacles impeding the placement of the sign components. All adjustments shall require the approval of the Engineer. Completed sign components shall be installed square, plumb, and accurately level in accordance with the Plans.

## 8-05.3(7) Waste Receptacle

Install plumb and level as detailed in locations shown on the Plans and in accordance with manufacturer's written recommendations. Assemble Waste Receptacles per manufacturer's written recommendations. Orient openings towards trail.

## 8-05.3(8) Bench

Install plumb and level as detailed in locations shown on the Plans and in accordance with manufacturer's written recommendations. Assemble Benches per manufacturer's written recommendations. Contractor shall contact the City of Federal Way regarding text for plaques a minimum fifteen (15) days prior to ordering of benches.

#### 8-05.3(9) Dog Waste Station

Install plumb and level as detailed in locations shown on the Plans and in accordance with manufacturer's written recommendations. Assemble Dog Waste Station per manufacturer's written recommendations, orient basket towards trail.

## 8-05.3(10) Delivery, Storage And Handling

Deliver and store site furnishings in accordance with manufacturer's or supplier's written recommendations.

8-05.3(11) Protection

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Protect site furnishings from vandalism and damage that might be incurred by construction traffic, equipment, property, and persons.

## 8-05.3(12) Clean-Up

All work areas shall be kept clean during progress of work and until completion. Dispose of all surplus, waste materials, and rubbish according to laws, regulations, and ordinances.

Provide certification from disposal site operator stating that disposal site complies with all governmental regulations.

#### 8-05.4 Measurement

Trail Entry Sign shall be measured per each for a complete constructed sign, including all concrete and graphic panels.

Trail Rules Sign shall be measured per each for a complete constructed sign, including all metal, concrete, and graphic panels.

Waste Receptacles, Benches, and Dog Waste Stations shall be measured per each.

## 8-05.5 Payment

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

"Trail Rules Sign", per each.

The Contract price for "Trail Rules Sign" shall be considered full compensation to furnish all labor, materials, equipment, and services necessary to complete fabrication, delivery, and installation of the Trail Rules Sign as shown on the Plans and as specified herein. The Contractor shall be responsible for a complete and thorough job. Materials not specifically described, but required for complete and proper construction shall be considered incidental to and included in the lump sum cost and no additional compensation shall be made.

"Trail Entry Sign", per each.

The Contract price for "Trail Entry Sign" shall be considered full compensation to furnish all labor, materials, equipment, and services necessary to complete fabrication, delivery, and installation of the Trail Entry Sign as shown on the Plans and as specified herein. The Contractor shall be responsible for a complete and thorough job. Materials not specifically described, but required for complete and proper construction shall be considered incidental to and included in the lump sum cost and no additional compensation shall be made.

"Waste Receptacles", per each.

"Bench", per each.

"Dog Waste Station", per each.

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The unit Contract price for Benches, Waste Receptacles, Dog Waste Stations, shall be full pay for all materials, labor, tools, equipment and supplies necessary to furnish and install the above as specified or shown on the Plans.

### 8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

### 8-06.3 Construction Requirements

(December 16, 2022 CFW GSP)

Section 8-06.3 is supplemented with the following:

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

All driveways shall remain open except as necessary to permit curing of construction materials or for short periods of time as required for excavations. However, at least one (1) driveway per parcel shall remain open to vehicular traffic at all times unless otherwise approved by the Engineer and affected property owner in writing. If a parcel has only one driveway, then that driveway must be constructed one-half at a time to allow the passage of vehicles. The amount of time that a driveway can be closed will be limited. To meet these requirements, the Contractor may use a guick setting concrete. The Engineer shall approve the quick-setting mix prior to use.

Property owners shall be notified in writing at least 48 hours in advance of any planned driveway closures

Crushed rock may be used, with Engineer approval, to maintain a driving surface.

### 8-06.4 Measurement

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"Shoulder & Ditch Section Driveway", shall be measured per square yard.

#### 8-06.5 Payment

(April 12, 2018 CFW GSP)

Section 8-06.5 is supplemented with the following:

If the Contractor chooses to use a quick-setting concrete mix for driveway construction, any additional costs to use such mix shall be incidental to the bid item for "Cement Conc. Driveway" and no additional payment will be made.

If the Contractor chooses to use crushed rock to maintain a driveway surface, it shall be incidental to the bid item for "Cement Conc. Driveway" and no additional payment shall be made.

(\*\*\*\*\*)

"Shoulder & Ditch Section Driveway", per square yard.

#### 8-09 RAISED PAVEMENT MARKERS

8-09.1 Description

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## (January 19, 2024 CFW GSP)

Section 8-09.1 is supplemented with the following:

RPM's shall be installed per City of Federal Way Standard Details. Type 2BB RPM's shall be installed at all hydrant locations.

#### 8-12 CHAIN LINK FENCE AND WIRE FENCE

#### 8-12.2 Materials

#### (September 8, 2020 WSDOT GSP OPTION 1)

Section 8-12.2 is supplemented with the following:

#### Coated Chain Link Fence

Chain link fence fabric shall be hot-dip galvanized with a minimum of 0.8 ounce per square foot of surface area.

Fencing materials shall be coated with an ultraviolet-insensitive plastic or other inert material at least 2 mils in thickness. Any pretreatment or coating shall be applied in accordance with the manufacturer's written instructions. The Contractor shall provide the Engineer with the manufacturer's written specifications detailing the product and method of fabrication. The color shall match SAE AMS Standard 595 color number 37038 (black), or be as approved by the Engineer.

Samples of the coated fencing materials shall have received the Engineer's acceptance prior to installation on the project.

The Contractor shall supply the Engineer with 10 aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

#### (September 17, 2019 CFW GSP)

Section 8-12.2 is supplemented with the following:

Chain link fencing installed with the project shall include a top rail.

#### 8-12.5 Payment

## (April 12, 2018 CFW GSP)

Section 8-12.5 is supplemented with the following:

"Black Vinyl Coated Chain Link Fence", per linear foot.

The unit Contract price per linear foot for "Black Vinyl Coated Chain Link Fence" shall be full payment for all costs for the specified Work including brace post installation; end, corner, and pull posts; top rail and bottom rail; and all other requirements of Section 8-12 for Chain Link Fence, unless covered in a separate Bid Item in this section.

#### **8-13 MONUMENT CASES**

## 8-13.2 Materials

(March 13, 1995 WSDOT GSP, OPTION 1)

Section 8-13.2 is supplemented with the following:

The pipe shall be Schedule 40 galvanized pipe.

## 8-13.3(1) Monument Case and Cover

(March 22, 2023 CFW GSP)

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The last paragraph of Section 8-13.3(1) is revised to read:

The monument will be furnished and set by the Contractor.

## 8-13.3(2)A Removing and Lowering Monument Case and Cover (January 28, 2024 CFW GSP)

Section 8-13.3(2)A is supplemented with the following:

When existing monument cases are lowered prior to planing and/or paving, it is the Contractor's responsibility to notify the City of any damaged or missing monuments and/or monument cases that are not able to be opened, lowered, and/or raised. If the Contractor does not notify the City of existing damage/issues with monuments & monument cases prior to planing and/or paving, any such damages/issues shall be the responsibility of the Contractor to repair and/or replace.

## 8-13.3(2)B Reinstalling Monument Case and Cover

(December 16, 2022 CFW GSP)

Section 8-13.3(2)B is supplemented with the following:

The concrete class requirements listed are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

## 8-13.3(3)A Pre-Construction Monument Survey

(January 28, 2024 CFW GSP)

Section 8-13.3(3)A is a new Section.

Prior to any planing, paving, or other work that may disturb survey monuments, Contractor shall have a Professional Surveyor survey all monuments shown on the plans or discovered within the project limits. A pre-planing metal detection check shall be completed per Section 5-04.3(14)A. Contractor shall provide results of pre-construction monument survey to the Project Engineer. Results shall be in a spreadsheet that includes the following:

Monument location

Monument, Case, and Cover Condition

Location (vertical accuracy within +/- 0.001 foot and horizontal accuracy within +/- 0.001 foot).

## 8-13.3(3)B Post-Construction Monument Survey

(January 19, 2024 CFW GSP)

Section 8-13.3(3)B is a new Section.

After completion of construction, Contractor shall survey all monuments shown on the plans or discovered within the project limits. A City of Federal Way Monument Record form shall be completed and stamped by a Professional Land Surveyor and submitted to the Project Engineer for each monument.

## 8-13.3(3)C Permit to Remove or Destroy Survey Monuments (January 19, 2024 CFW GSP)

Section 8-13.3(3)C is a new Section.

In accordance with RCW 58.24.040(8), no cadastral or geodetic survey monument may be disturbed without a valid permit to remove or destroy a survey monument, issued by the Washington State Department of Natural Resources. Permit applications can be obtained on the DNR Public Land Survey Office website. The permit application must be stamped by a registered Washington State Land Surveyor. The Contractor shall obtain the permit to Remove or Destroy a survey monument as necessary. All costs to

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obtain and comply with the permit shall be considered incidental other bid items and no additional payment will be made.

## 8-13.4 Measurement

## (January 19, 2024 CFW GSP)

The first paragraph of Section 8-13.4 is revised to read:

Measurement of monument case and cover will be by the unit for each monument case and cover furnished and set. Incidental to this bid item is the installation of survey monuments (brass discs, copper pug, or tack, etc.) when required.

### Section 8-13.4 is supplemented with the following:

Pre-construction monument survey and post-construction monument survey are incidental to these bid items.

### 8-13.5 Payment

## (January 19, 2024 CFW GSP)

The first paragraph of Section 8-13.4 is revised to read:

Payment for "Monument Case and Cover" and "Adjust Monument Case and Cover" will be paid as follows:

- 25% of bid item Upon acceptance by the City of pre-construction monument survey.
- 50% of bid item Upon completion of installation/adjustment of monument case and cover.
- 100% of bid item Upon acceptance by the City of post-construction monument survey.

## **8-14 CEMENT CONCRETE SIDEWALKS**

#### 8-14.2 Materials

## (December 16, 2022 CFW GSP)

Section 8-14.2 is supplemented with the following:

The Cement Concrete Sidewalk and curb ramps shall be constructed of Class 4000 concrete or greater if Type I/II Portland cement is used. If Type 1L Blended hydraulic cement is used, see 9-01.2(1)B.

#### 8-14.3 Construction Requirements

## (December 16, 2022 CFW GSP)

Section 8-14.3 is supplemented with the following:

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.2(1)B for requirements for Type 1L cement.

#### (April 3, 2017 WSDOT GSP, OPTION 1)

Section 8-14.3 is supplemented with the following:

The Contractor shall request a pre-meeting with the Engineer to be held 2 to 5 working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.

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2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

- 1. Slopes shown on the Plans
- 2. Inspection
- 3. Traffic control
- 4. Pedestrian control, access routes and delineation
- 5. Accommodating utilities
- 6. Form work
- 7. Installation of detectable warning surfaces
- 8. Contractor ADA survey and ADA Feature as-built requirements
- 9. Cold Weather Protection

#### (January 7, 2019 WSDOT GSP, OPTION 2)

Section 8-14.3 is supplemented with the following:

## **Timing Restrictions**

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

#### (January 7, 2019 WSDOT GSP, OPTION 3)

Section 8-14.3 is supplemented with the following:

## **Layout and Conformance to Grades**

Using the information provided in the Contract documents, the Contractor shall layout, grade, and form each new curb ramp, sidewalk, and curb and gutter.

#### (March 22, 2023 CFW GSP)

Section 8-14.3 is supplemented with the following:

Cement concrete sidewalk thickness shall be as shown in the Plans. Score joints shall be constructed at a maximum distance of 5 feet from each full depth expansion joint, except where specific dimensions are detailed in the Plans. Asphalt mastic joint fillers in the sidewalk shall be 3/8" x 4" and of the same material as that used in the curb, and shall be placed in the same location as that in the curb.

No concrete for sidewalk shall be poured against dry forms or dry subgrade.

The Contractor may provide suitable vibrating finishers for use in finishing concrete sidewalks. The type of vibrator and its method of use shall be subject to the approval of the City.

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All completed work shall be so barricaded as to prevent damage. Any damaged sections shall be removed and replaced at the Contractor's expense. Landscaped areas disturbed during construction shall be restored to original condition at the Contractor's expense.

Scored Cement Concrete Sidewalk shall be broom finished and scored as detailed in the Plans.

# 8-14.3(5)C Surface Applied Detectable Warning Surface (December 16, 2022 CFW GSP)

Section 8-14.3(5)C is replaced with the following:

Glued or stick down Detectable Warning Surfaces are allowed on asphalt surfaces only for temporary work zone applications.

MMA-Style Truncated Dome Detectable Warning Surfaces applied to asphalt surfaces for permanent installations shall be liquid-applied Vanguard ADA Systems, or approved equal.

New Section:

#### 8-14.3(6) Stamped Concrete Finish

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Stamped Concrete Finish shall be installed on Cement Concrete Sidewalk with an imprinted finish consisting of a color hardener, color release agent and clear sealer, as detailed on Plans and as specified in these Special Provisions.

Prior to start of pavement work the Contractor shall provide two 4'x4' (16 square feet) stamped concrete samples, as described herein. The Engineer shall then select and approve the one final sample used for Stamped Concrete Finish.

Each 4 x 4 sample area shall contain two variations. Samples shall vary in application of the release agent and the accent stone staining, as directed by the Engineer, and sealed with approved sealer to determine the final visual quality of the imprinted finish.

The approved sample shall be the standard for acceptance of the rest of the work installed, and shall be protected from damage until final acceptance and approval. Completed work not meeting the visual quality of the approved sample shall be removed and replaced by the Contractor at no additional cost to the City.

Stamped Concrete shall be finished with an imprint concrete stamp, polymer mat. Imprinted concrete pattern shall made from interlocking stamp patterns. The surface texture is that of new, unused brick, 3-5/8" wide by 7-5/8" long, edges are straight and corners are square, laid in a herringbone pattern. Imprinted inside joints have appearance of raked, rough, sandy grout joint, 3/8" wide. Herringbone pattern shall be laid in a 45 degree angle to the corner radius.

The Stamped Concrete finish shall receive a two step color process, as follows:

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- Color Hardener Color "Red", shall be a high-opacity, UV resistant, powdered dryshake color hardener broadcasted onto freshly laid concrete pavement prior to imprinting with stamp pattern to produce long-wearing horizontal surfaces.
- Color Release Agent Color "Maroon", shall be a colored powder providing a natural, weathered antique appearance that accents the depth of the pattern and adds realistic variation to imprinted concrete.
- Clear Sealer Shall be solvent-borne, clear matte finish, clear curing compound, protects the concrete surface from future staining, resistant to blushing, resistant to discoloration and ultraviolet light. Apply sealer at full strength per manufacturer's recommendations.

The color hardener and release agent shall be applied evenly to the surface of fresh concrete, and sealer applied according to the manufacturer's specifications.

Stamped Concrete Finish areas shall be allowed to cure for a minimum of 28 days prior to application of concrete color stain. Pressure wash area free of dust, contaminants and debris and allow to dry prior to application of concrete color stain. Apply stain according to manufacturer's recommendations, and to achieve the appearance of the approved sample.

All Stamped Concrete Finish shall be cured and sealed with a waterborne, low VOC, environmentally sound, clear curing compound and sealer for freshly placed colored concrete flatwork with compliance to ASTM C309. Sealer shall protect against future staining, resistant to abrasion, deicing salts and UV radiation.

## 8-14.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-14.4 is supplemented with the following:

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Cement concrete curb ramps will be measured per each for the complete curb ramp installed and includes construction of cast-in-place detectable warning surfaces.

Section 8-14.4 is supplemented with the following:

(\*\*\*\*\*)

Concrete warning bands will be measured per linear foot measured along the trail centerline, regardless of the width of the trail.

Reinf. Steel for Sidewalk is measurement per pound in accordance with section 6-02.4, including any drilling and epoxy.

"Stamped Concrete Finish" shall be measured per the square foot of concrete poured, stamped, and finished as described herein.

8-14.5 Payment (April 12, 2018 CFW GSP)

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Section 8-14.5 is supplemented with the following:

Payment for "Cement Conc. Curb Ramp Type \_\_\_\_\_" will not be made until the City has verified that the ramp(s) meet ADA requirements.

"Pervious Cement Concrete Sidewalk", per square yard.

"Thickened Edge Sidewalk" per linear foot. Payment for "Thickened Edge Sidewalk" will be made in addition to any payment per square yard for "Cement Conc. Sidewalk."

The fourth and fifth paragraphs of Section 8-14.5 is revised to the following:

(\*\*\*\*\*)

"Cement Conc. Curb Ramp", per each

The unit contract price per each for "Cement Conc. Curb Ramp" shall be full pay for construction of the curb ramp as specified, including the cast-in-place detectable warning surface.

Section 8-14.5 is supplemented with the following:

### (April 12, 2018 CFW GSP)

Payment for "Cement Conc. Curb Ramp" will not be made until the City has verified that the ramp(s) meet ADA requirements.

(\*\*\*\*\*)

"Concrete Warning Band", per linear foot.

"Reinf. Steel for Sidewalk", per pound.

The Contract price for "Reinf. Steel for Sidewalk" includes all reinforcing, drilling, and epoxy needed to construct the widened sidewalk per the plans.

"Stamped Concrete Finish", per square foot.

Included in the cost per square foot for "Stamped Cement Concrete" shall be all materials, equipment, labor, and tools necessary which shall include, but are not necessarily limited to, furnishing and installing concrete, providing stamp pattern, stamping concrete, and providing and installing color pigments and color hardener.

## 8-20 ILLUMINATION. TRAFFIC SIGNAL SYSTEMS. INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

## 8-20.1 Description

8-20.1(1) Regulations and Code (March 13, 2012 CFW GSP)

Section 8-20.1(1) is supplemented with the following:

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Where applicable, materials shall conform to the latest requirements of Puget Sound Energy and the Washington State Department of Labor and Industries.

## 8-20.1(2) Industry Codes and Standards

(March 13, 2012 CFW GSP)

The following is added at the end of the first paragraph of this section:

National Electrical Safety Code (NESC) Committee, IEEE Post Office Box 1331445 Hoes Lane, Piscataway, NJ 08855-1331.

## 8-20.1(3) Permitting and Inspections

(April 12, 2018 CFW GSP)

Section 8-20.1(3) is supplemented with the following:

The Contractor shall be responsible for obtaining all required electrical permits, including all required City electrical permits. All costs to obtain and comply with electrical permits shall be included in the applicable bid items for the work involved.

### 8-20.1(4) RRFB and Signal Modification

Section 8-20.1(4) is a new section:

(\*\*\*\*\*)

Work includes furnishing and installing all materials necessary to provide:

- Modification to existing signal systems at the following intersections
- 16th Avenue South & South Dash Point Road
- New Rectangular Rapid Flashing Beacon (RRFB) systems at the following intersection
- 16th Avenue South & South 304th Street

All work shall be performed as shown in the Plans in accordance with applicable Standard Specifications and Standard Plans included herein, and the following Special Provisions. Work shall include the supply, testing, and installation of all traffic signal hardware including the communication cable and when specified, the modification of such an existing system.

See section 9-29.5 for RRFB Standards

The work involves, but shall not be limited to, the following:

- 1.Signal poles
- 2. Signal and pedestrian heads
- 3.Conduit and wire
- 4.APS push buttons

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#### 5.RRFB System

Work shall include the supply, testing and installation of all traffic signal hardware including the communication cable and when specified, the modification of such an existing system.

The existing traffic signal system shall be kept in full operation during construction until the new system is in place and ready for turn-on or switchover.

### 8-20.2 Materials

Section 8-20.2 is supplemented with the following:

## (March 13, 2012 CFW GSP)

Control density fill shall meet the requirements of Washington Aggregates and Concrete Association.

Bedding material shall consist of 5/8-inch minus crushed rock free of any deleterious substances (Section 9-03.1(5)A of the Standard Specifications).

## 8-20.2(1) Equipment List And Drawings (January 26, 2012 CFW GSP)

The first paragraph is deleted and replaced with the following:

Within one (1) week following the pre-construction conference, the Contractor shall submit to the Engineer a completed "Request for Approval of Materials" that describes the material proposed for use to fulfill the Plans and Specifications. Manufacturer's technical information shall be submitted for signal, Safe City Cameras and related equipment (Pan-Tilt-Zoom, Fisheye, Bullet and License Plate Reader), electrical and luminaire equipment, all wire, conduit, junction boxes, and all other items to be used on the project. Approvals by the Engineer must be received before material will be allowed on the job site. Materials not approved will not be permitted on the job site.

#### (March 13, 1995 WSDOT GSP, OPTION 1)

Section 8-20.2(1) is supplemented with the following:

Pole base to light source distances (H1) for lighting standards with pre-approved plans shall be as noted in the Plans.

Pole base to light source distances (H1) for lighting standards without preapproved plans will be furnished by the Engineer as part of the final approved shop drawings, prior to fabrication.

#### 8-20.3 Construction Requirements

8-20.3(1) General

(January 26, 2012 CFW GSP)

Section 8-20.3(1) is supplemented with the following:

**Contractor Owned Removals** 

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All removals associated with an electrical system, which are not designated to remain the property of the Contracting Agency, shall become the property of the Contractor and shall be removed from the project.

#### The Contractor shall:

Remove all wires for discontinued circuits from the conduit system or as directed by the Engineer.

Remove elbow sections of abandoned conduit entering junction boxes or as directed by the Engineer.

Abandoned conduit encountered during excavation shall be removed to the nearest outlets or as directed by the Engineer.

Remove foundations entirely, unless the Plans state otherwise.

Backfill voids created by removal of foundations and junction boxes. Backfilling and compaction shall be performed in accordance with Section 2-09.3(1)E.

## (January 26, 2012 CFW GSP)

Section 8-20.3(1) is supplemented with the following:

#### **Signal System Changeover**

The Contractor shall provide a detailed work plan for the signal system changeover to be approved by the Engineer. They shall not deviate from the work plan without prior written approval from the Engineer. The work plan shall show the exact date of the signal system changeover.

The changeover of the signal equipment shall commence after 8:30 AM and be completed by 3:00 PM on the same day (unless as noted below). Changeovers must take place on Tuesday, Wednesday, or Thursday, unless otherwise approved by the Engineer. During changeover, traffic control shall be provided. The exact work plan and schedule for changeover shall be pre-approved by the Engineer.

Certain intersections may require a night-time changeover due to traffic volumes. If the City determines a night-time switchover is required, they will provide direction as to the allowable hours of work. No additional payment will be made to the Contractor for a night-time switchover.

## (November 14, 2014 CFW GSP)

Section 8-20.3(1) is supplemented with the following:

## **Delivery of Removed Items**

The Engineer shall decide the ownership of all salvaged signal materials. All salvaged signal materials not directed by the Engineer to remain property of the City shall become the property of the Contractor, except the existing controller cabinet and all its contents shall remain as property of the City.

Removed signal and electrical equipment which remains the property of the City shall be delivered to:

King County Signal Shop

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Attn: Mark Parrett 155 Monroe Avenue NE Renton, Washington 98056 Phone: 206-396-3763

Forty eight (48) working hours advance notice shall be communicated to both the Engineer and the Signal Technician at the address listed above. Delivery shall occur during the hours of 8:00 a.m. to 2:00 p.m. Monday through Friday. Material will not be accepted without the required advance notice.

The Contractor shall be responsible for unloading the equipment where directed by the Engineer or Signal Tech at the delivery site.

Equipment damaged during removal or delivery shall be repaired or replaced to the Engineer's satisfaction at no cost to the City.

## 8-20.3(2) Excavating and Backfilling

(January 19, 2024 CFW GSP)

Section 8-20.3(2) is supplemented with the following:

Underground utilities of record are shown on the construction Plans insofar as information is available. These, however, are shown for convenience only and the City assumes no responsibility for improper locations or failure to show utility locations on the construction Plans.

The location of existing underground utilities, when shown in the Plans, is approximate only, and the Contractor shall be responsible for determining their exact location. The Contractor shall check with the utility companies concerning any possible conflict prior to commencing excavation in any area, as not all utilities may be shown in the Plans.

The Contractor shall be responsible for potholing for conflicts with underground utility locations prior to determining exact locations of signal and luminaire pole foundations, underground vaults and directional boring operations. Prior to construction, if any conflicts are expected, it shall be brought to the attention of the Engineer for resolution.

The Contractor shall be entirely responsible for coordination with the utility companies and arranging for the movement or adjustment, either temporary or permanent, of their facilities within the project limits.

If a conflict is identified, the Contractor shall contact the Engineer. The Contractor and City shall locate alternative locations for poles, cabinet, or junction boxes. The Contractor shall get approval from the Engineer prior to installation. The Contractor may consider changing depth or alignment of conduit to avoid utility conflicts.

Before beginning any excavation work for foundations, vaults, junction boxes or conduit runs, the contractor shall confirm that the location proposed on the Contract Plans does not conflict with utility location markings placed on the surface by the various utility companies. If a conflict is identified, the following process shall be used to resolve the conflict:

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- 1. Contact the Engineer and determine if there is an alternative location for the foundation, junction box, vault or conduit trench.
- 2. If an adequate alternate location is not obvious for the underground work, select a location that may be acceptable and pothole to determine the exact location of other utilities. Potholing must be approved by the Engineer.
- 3. If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until a new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner.

### 8-20.3(4) Foundations

(March 22, 2023 CFW GSP)

Section 8-20.3(4) is supplemented with the following:

The concrete class requirements in paragraph one are applicable for Type I/II Portland cement. See Section 9.01.22(1)B for requirements for Type 1L cement.

Excavation for foundations shall be completed by vactor excavation. This excavation shall be incidental to the signal or illumination bid items.

Pole foundations within the sidewalk area shall be constructed in a single pour to the bottom of the cement concrete sidewalk. The sidewalk shall be constructed in a separate pour.

Pole foundations not within the sidewalk area shall incorporate a 3-foot by 3-foot by 4-inch-thick cement concrete pad set flush with the adjacent ground. Where the pad abuts a sidewalk, the pad shall extend to the sidewalk and the top of the pad shall be flush with the sidewalk. A construction joint shall be provided between the two units.

The foundation for the controller and service cabinets shall conform to the detail in the Plans. Conduits shall be centered horizontally except service conduit, which shall be placed at the side of the power panel.

Foundations for Type I traffic signal poles shall conform to Standard Plan J-21.10.

Foundations for Type II and Type III traffic signal poles shall conform to details on the Signal Standard Sheet in the Plans.

Foundations for streetlight poles shall conform to City of Federal Way Drawing Number 3-39 except that foundation depth shall be as noted on the Illumination Pole Schedule.

Foundations for the decorative streetlight poles shall conform to City of Federal Way Drawing Number 3-43 except that foundation depth shall be as noted on the Illumination Pole Schedule.

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(\*\*\*\*\*)

Foundations for the FW RRFB poles shall conform to the Detail in the plans.

(\*\*\*\*\*)

Foundations for the Pedestrian streetlight poles shall conform to details in the plans.

#### 8-20.3(5) Conduit

## 8-20.3(5)A General

(January 19, 2024 CFW GSP)

Section 8-20.3(5) is supplemented with the following:

When conduit risers are installed, they shall be attached to the pole every 4 feet and shall be equipped with weather heads.

Conduit for the service wires between the Puget Sound Energy pole and the service panel and all above ground conduit shall be hot-dip galvanized rigid steel.

All conduits shall be clearly labeled at each junction box, handhole, vault or other utility appurtenance. Labeling shall be permanent and shall consist of the owner/type name and a unique conduit number or color. The owner name shall be approved by the Engineer prior to starting work. The recommended owner/type abbreviations are:

PSE – Puget Sound Energy QWEST – Qwest COMCAST(AT&T)/C – Cable COMCAST(AT&T)/F – Fiber SIC – City Signal Interconnect City Spare – City spares Cobra – COBRA luminaire system

Traffic signal interconnect shall be placed, wherever feasible, in the joint utility trench being constructed under this contract (if applicable). This work shall be coordinated with the other utilities to ensure a 2" minimum conduit is provided solely for the traffic signal interconnect. Conduit size shall be verified with City Traffic Engineer prior to installation.

## 8-20.3(5)B Conduit Type

(March 16, 2011 CFW GSP)

Section 8-20.3(5)B is supplemented with the following:

All conduits for signal cable raceways under driveways shall be rigid galvanized steel or Schedule 80 polyvinyl chloride (PVC).

Whenever PVC conduit is used a ground wire shall be provided.

8-20.3(5)E1 Open Trenching (January 19, 2024 CFW GSP)

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Section 8-20.3(5)E1 is supplemented with the following:

The Contractor shall supply all trenching necessary for the complete and proper installation of the traffic signal system, interconnect conduit and wiring, fiber system, and illumination system.

When open trenching is allowed, trench construction shall conform to the following:

- In paved areas, edges of the trench shall be sawcut the full depth of the
  pavement and sawcuts shall be parallel. All trenches for placement of conduit
  shall be straight and as narrow in width as practical to provide a minimum of
  pavement disturbance. The existing pavement shall be removed in an approved
  manner. The trench bottom shall be graded to provide a uniform grade.
- 2. Bedding and backfill materials for electrical trenches shall be as follows:

Electrical conduit trench depth shall be a minimum of 24 inches cover over conduits.

Bedding material for trenches 18 inches or less in width shall be crushed surfacing top course. Bedding material for trenches greater than 18 inches or for joint utility trenches shall be pit run sand. Bedding material shall be placed two inches below the conduit(s) and shall extend to two inches above the conduit(s).

Backfill material for trenches located within the roadway limits (back of curb to back of curb), including perpendicular crossings of roadways and underneath driveways shall be controlled density fill (CDF), vibrated in place.

Backfill material for trenches located outside of roadway and driveway limits shall be Bank Run Gravel for Trench Backfill conforming to WSDOT 9-03.19, unless the engineer determines that native material is suitable.

3. Backfill shall be carefully placed so that the backfilling operation will not disturb the conduit in any way. The backfill shall be thoroughly mechanically tamped in eight-inch (8") layers with each layer compacted to ninety-five percent (95%) of maximum density in traveled ways, and ninety percent (90%) of maximum density elsewhere at optimum soil moisture content.

## 8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes (March 22, 2023 CFW GSP)

Section 8-20.3(6) is supplemented with the following:

Unless otherwise noted in the Plans or approved by the Engineer, junction boxes, cable vaults and pull boxes shall not be placed within the traveled way or shoulders.

All junction boxes, cable vaults, and pull boxes placed within the traveled way or paved shoulders shall be heavy-duty. Standard Duty nonconcrete junction boxes shall not be installed within the City of Federal Way.

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Junction boxes shall not be located within the traveled way, wheelchair ramps, or driveways, or interfere with any other previous or relocated installation. The lid of the junction box shall be flush with the surrounding area and be adequately supported by abutting pavements or soils.

All streetlight junction boxes not placed in the sidewalk shall be placed immediately adjacent to a sidewalk or curb surrounded by concrete (or asphalt if adjacent to roadway) to prevent the box from lifting out of the dirt.

All streetlight junction box lids shall be welded shut after final inspection and approval by King County.

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant products shall be non-slip Methyl methacrylate (MMA) coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to, or installed in, their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for future adjustment.

Wiring shall be replaced for full length if sufficient slack as specified in Section 8-20.3(8) is not maintained. No splicing will be permitted.

Junction boxes Type 1 and 2 shall meet the requirements of WSDOT Standard Plan J-40.10. Type 8 junction boxes shall meet the requirements of WSDOT Standard Plan J-40.30. Junction boxes shall be inscribed based upon system per WSDOT Standard Plan J-40.30. Junction box lids and frames shall be grounded per Section 8-20.3(9).

Junction boxes shall be located at the station and offset indicated in the Plans except that field adjustments may be made at the time of construction by the Engineer to better fit existing field conditions.

Junction boxes for copper and/or fiber signal interconnect shall be placed at a maximum interval of 300 feet and shall be inscribed with "TS" as described on WSDOT Standard Plan J-40.30.

Communications/fibers vaults shall be provided for the purpose of storing slack cabling and installing splice enclosures. The location of all communication vaults shall be as indicated in the Plans and shall be field verified by the Contractor.

Communication/fibers vaults shall be configured such that the tensile and bending limitations of the fiber optic cable are not compromised. Vaults shall be configured to mechanically protect the fiber optic cable against installation force as well as inert forces after cable pulling operations.

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Where indicated in the Plans, new vaults shall be installed as described herein and shown in the Plans. The Contractor shall furnish and install racking hardware for cable storage in all new vaults and in all existing vaults where cable storage is identified in the plans. The Contractor shall secure and store the cable in the racking hardware per manufacturer's instruction.

Fiber vaults shall be installed in accordance with the following:

- 1. All openings around conduits shall be sealed and filled with grout to prevent water and debris from entering the vaults or pull boxes. The grout shall meet the specifications of the fiber vault manufacturers.
- 2. Backfilling around the work shall not be allowed until the concrete or mortar has set.
- Upon acceptance of work, fiber vaults shall be free of debris and ready for cable installation. All grounding requirements shall be met prior to cable installation.
- 4. Fiber vaults shall be adjusted to final grade using risers or rings manufactured by the fiber vault and pull box manufacturer. Fiber vaults with traffic bearing lids shall be raised to final grade using ring risers to raise the cover only. All voids created in and around the vault while adjusting it to grade shall be filled with grout.
- 5. Fiber vaults shall be installed at the approximate location shown in the Drawings. Final location to be approved by the Engineer.
- 6. All existing conduits will need to be open and exposed for access within the vault. Care shall be taken to identify which conduits have existing cables. All conduits will extend 2 inches within the vault walls. At the 2-inch mark the excess conduit on the existing structure will need to be removed and all cables exposed.
- 7. Once the conduits are located, excavate a hole large enough to install the fiber vault. The vault shall have a concrete floor as indicated on the Drawings. The floor shall be installed on 6 inches of crushed surfacing top course. If a fiber vault is installed outside a paved area, an asphalt pad shall be constructed surrounding the junction box. Ensure that the existing conduits are at a minimum of 4 inches above the top of the floor. If the existing conduits contain existing cables, the new vault will need to be bottomless to allow the existing conduit and cable to be routed into the new vault.

#### (March 6, 2012 CFW GSP)

Section 8-20.3(8) is supplemented with the following:

Cable entering cabinets shall be neatly bundled and wrapped. Each wire shall bear the circuit number and be thoroughly tested before being connected to the appropriate terminal.

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Circuit conductors shall be standard copper wire in all conduit runs with size specified in the Plans. Conductors from luminaire bases to the luminaire fixture shall be minimum No. 14 AWG pole and bracket cable.

## (March 6, 2012 CFW GSP)

The following is inserted between the 3rd and 4th paragraph of this section:

Loop wires will be spliced to lead in wires at the junction box with an approved mastic tape, 3-M 06147 or equal, leaving 3 feet of loose wire.

Connectors will be copper and sized for the wire. Mastic splice material will be centered on the wire and folded up around both sides and joined at the top. Splice will then be worked from the center outward to the ends. The ends will be visible and fully sealed around the wire. The end of the lead-in cables shall have the sheathing removed 8 inches and shall be dressed external to the splice.

The 8th paragraph of this section is deleted and replaced with the following:

Fused quick disconnect kits shall be of the SEC type or equivalent. Underground illumination splices shall be epoxy or underground service buss/lighting connector kits. Installation shall conform to details in the Standard Plans.

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Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #23-014 The following is inserted between the 11th and 12th paragraphs of this section:

Field Wiring	Chart (IMSA	A Standards)
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501	+Input	506	AC+Control	511	Remote-All Red
502	AC-	507	AC+Crosswalk	512-520	Special
503	AC+Lights	508	AC+Detectors	551-562	Interconnect
504	AC+Lights	509	AC+12 Volts	593-598	Rail Road Preemption
505	AC+Lights	510	Remote-Flash		

Emergenc		Phases	1	2	3	4	5	6	7	8	Α	В
Vehicle Preemption n         Blue (BB)         583         586         589         592         Section 1           Red Orange         611         621         631         641         651         661         671         681         691         601         601         602         602         662         672         682         692         603         603         603         603         603         603         603         603         606	Emergenc	Orange (B+)		581		584		587		590		
Preemption   Red	y Yellow (Call)			582		585		588		591		
Red		Blue (BB)										
Red         611         621         631         641         651         661         671         681         691         601           Vehicle         Green         612         622         632         642         652         662         672         682         692         602           Heads         Black         614         624         634         644         654         664         674         684         694         604           White (Common)         616         626         636         646         656         666         676         686         696         606           Green (Man)         711         721         731         741         751         761         771         781         791         701           Pedestrian Heads and PBB         Green (Man)         712         722         732         742         752         762         772         782         792         702           Pedestrian Heads and PBB         Coman for Lights)         716         726         736         746         756         766         776         786         796         706           Jeast Loop All State	Preemptio			583		586		589		592		
Vehicle Heads         Green         612         622         632         642         652         662         672         682         692         603           Wehicle Heads         Black         614         624         634         644         654         664         674         684         694         604           White (Common)         616         626         636         646         656         666         676         686         696         606           Red (Hand)         711         721         731         741         751         761         771         781         791         701           Pedestrian Heads and PPB         White (Common for Lights)         716         726         736         746         756         766         776         786         796         706           Orange (Push button)         714         724         734         744         754         764         775         785         795         706           Top 1         1811         821         831         841         851         861         871         881         891         801           Loop 1         811         821         831         842         <	n											
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Heads         Black         614         624         634         644         654         664         674         684         694         604           White (Common)         616         626         636         646         656         666         676         686         696         606           Red (Hand)         711         721         731         741         751         761         771         781         791         701           Pedestrian Heads and PPB         White (Common for Lights)         716         726         736         746         756         766         776         786         796         706												
White (Common)         616         626         636         646         656         666         676         686         696         606           Red (Hand)         711         721         731         741         751         761         771         781         791         701           Pedestrian Heads and PPB         White (Common for Lights)         716         726         736         746         756         766         776         786         706												
Common   S16   S26   S36   S46   S56   S66   S	Heads		614	624	634	644	654	664	674	684	694	604
Pedestrian Heads and PPB   White (Common for Lights)   716   726   736   746   756   766   776   786   796   706			616	626	636	646	656	666	676	686	696	606
Pedestrian Heads and PPB         White (Common for Lights)         716         726         736         746         756         766         776         786         796         706           PPB         Orange (Push button)         714         724         734         744         754         764         774         784         794         704           Black (Common for Push button)         715         725         735         745         755         764         775         785         795         705           Loop 1         811         821         831         841         851         861         871         881         891         801           Loop 2         813         822         832         842         852         862         872         882         892         802           Vehicle         Loop 2         814         824         834         844         854         864         874         884         894         804           Detectors         Loop 3         815         825         835         845         855         865         875         885         895         805           Loop 4         817         827         837		Red (Hand)	711	721	731	741	751	761	771	781	791	701
Pedestriar Heads and PPB         for Lights)         716         726         736         746         736         760         776         786         796         700           PPB         Orange (Push button)         714         724         734         744         754         764         774         784         794         704           Black (Common for Push button)         715         725         735         745         755         764         775         785         795         705           Loop 1         811         821         831         841         851         861         871         881         891         801           Loop 2         813         822         832         842         852         862         872         882         892         802           Vehicle         Loop 2         814         824         834         844         854         864         874         884         894         804           Detectors         Loop 3         815         825         835         845         855         865         875         885         895         805           Loop 3         816         826         836         846 <td></td> <td>Green (Man)</td> <td>712</td> <td>722</td> <td>732</td> <td>742</td> <td>752</td> <td>762</td> <td>772</td> <td>782</td> <td>792</td> <td>702</td>		Green (Man)	712	722	732	742	752	762	772	782	792	702
PPB	Podostrian	White (Common	716	726	726	746	756	766	776	796	706	706
PPB         Orange (Push button)         714         724         734         744         754         764         774         784         794         704           Black (Common for Push button)         715         725         735         745         755         764         775         785         795         705           Loop 1         811         821         831         841         851         861         871         881         891         801           Loop 1         812         822         832         842         852         862         872         882         892         802           Vehicle         Loop 2         813         823         833         843         853         863         873         883         893         803           Vehicle         Loop 2         814         824         834         844         854         864         874         884         894         804           Detectors         Loop 3         816         826         836         846         856         866         876         886         896         806           Loop 4         817         827         837         847         857		for Lights)	710	120	730	740	730	700	110	700	190	700
Push button   Black (Common for Push button)   715   725   735   745   755   764   775   785   795   705   705			71/	724	73/	7//	754	764	77/	78/	70/	704
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			918	928	938	948	958	968	978	988	998	908

8-20.3(9) Bonding, Grounding (March 13, 2012 CFW GSP)

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Section 8-20.3(9) is supplemented with the following:

Contractor shall provide and install bonding and grounding wires as described in Standard Specifications and the National Electric Code for any new metallic junction boxes and any modified existing junction boxes. For the purposes of this section, a box shall be considered "modified" if new current-carrying conductors are installed, including low-voltage conductors.

At points where shields of shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

Junction box lids and frames shall be grounded in accordance with Department of Labor and Industries standards, and shall be grounded so that the ground will not break when the lid is removed and laid on the ground next to the junction box.

All conduits which are not galvanized steel shall have bonding wires between junction boxes.

Ground rods shall be copper clad steel, ¾-inch in diameter by 10-feet long, connections shall be made with termite welds.

At points where wiring shields of shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

# 8-20.3(10) Services, Transformer, Intelligent Transportation System Cabinet (January 19, 2024 CFW GSP)

Section 8-20.3(10) is supplemented with the following:

The Contractor shall apply for an electrical service connection with Puget Sound Energy or Tacoma Public Utilities as applicable and make arrangements for a new electrical service connection.

The Engineer will approve Electrical Service Installations. The Contractor shall request the City of Federal Way Building Division to perform required inspections for service approval.

Electrical service is detailed in the Plans. The Contractor shall notify the City of Federal Way inspector when the service is ready for connection.

A two-circuit electrical service shall be used at 240/120 volts, 60 Hz AC. The underground electrical service shall be brought to the load center in minimum 2-inch conduit. Wire sizes and conduit terminations between the load center and the connection location shall meet the requirements of PSE or Tacoma Public Utilities as applicable. The service shall be split in the load center into a 120-volt circuit for the signals and 240 volt for the illumination. When the service is to be provided from an overhead source, the Contractor shall provide conduit from the electrical service to ten feet up the power pole from which service is provided. Stand-off brackets 14 inches long shall be installed on the pole every ten feet. In addition, the Contractor shall provide service conductors from the electrical service to the top of the conduit on the power pole with 30 feet of service wire coiled at top

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and provide the local electrical utility with 30 feet of 2-inch conduit to make the connection.

Electrical service cabinet will be painted inside with white polyurethane or polyester urethane power coat in accordance with Section 6-07. Outside will be bare aluminum finish. The electrical service cabinet shall have the service cabinet number painted on the cabinet facing the street. All numbers/letters shall be two inches high with two inch spacing. All numbers shall be painted black with Alkyd gloss paint. Service cabinet number shall be provided by the City.

All circuit breakers shall be clearly marked or labeled.

## 8-20.3(11) Testing

## (April 12, 2018 CFW GSP)

Section 8-20.3(11) is supplemented with the following:

After power switch over, the signal system shall be put into operation by King County personnel. The Contractor shall be present during the turn-on with adequate equipment to repair any deficiencies in operation. The Contractor shall notify King County five working days in advance of power switch over.

## 8-20.3(13) Illumination Systems

## (April 12, 2018 CFW GSP)

Section 8-20.3(13) is supplemented with the following:

The existing lighting systems shall remain operational until the new systems are functioning. The Engineer may approve partial interruptions required because of staging.

## 8-20.3(13)A Light Standards

#### (January 11, 2019 CFW GSP)

The 8th paragraph of this section is deleted and replaced with the following:

All new and relocated metal light standards shall be numbered per City of Federal Way Development Standard Drawing number 3-39B.

Section 8-20.3(13)A is supplemented with the following:

Each roadway luminaire shall be installed with a CIMCON control node on each individual luminaire fixture.

#### 8-20.3(13)B Vacant

## (January 11, 2019 CFW GSP)

Section 8-20.3(13)B is deleted and replaced with the following:

## 8-20.3(13)B Pedestrian Light Standards (\*\*\*\*\*\*)

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Pedestrian light standards shall be shall be manufactured by Lithonia Lighting or approved equal.

All new Pedestrian luminaire installations shall be light-emitting diode (LED).

Lithonia Lighting order shall include:

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- Lithonia Lighting Series: Lighting Fixture: Ordering Information for nonresidential DSX0 LED P5 40K 70CRI T5W MVolt RPA PER7 BSDB DDBXD; including luminaire housing and driver modules, optical and electrical components, wiring and hardware.
- 2. Lithonia Lighting Series: Lighting Fixture: Ordering Information for residential DSX0 LED P5 40K 70CRI T4M MVolt RPA PER7 BSDB DDBXD; including luminaire housing and driver modules, optical and electrical components, wiring and hardware.
- 3. Lithonia Lighting Anchor Base Poles: Ordering Number: RSS 14 4-5B DM19AS STLHHC FBCSTL2PC UL BAA DDBXD including pole, labeling and base cover.

#### All standards shall:

- 1. Be installed with breakaway bolts per the standard plans included in these Specifications.
- 2. Be of the color DDBXD (Dark Bronze).
- 3. Have a handhole for access to wiring and fuses.
- 4. Include an Anchor Plate with 7-1/2" to 8-1/2" bolt circle diameter.

#### CIMCON Control Units shall include:

1. CIMCON Node Module: iSLC-3300-240-A-IO-.5

## 8-20.3(14)B Signal Heads (March 22, 2023 CFW GSP)

The first paragraph is deleted and replaced with the following:

If the Engineer orders advance installation, the signal heads shall be covered to clearly indicate the signal is not in operation. The signal head covering material shall be of sufficient size to entirely cover the display. The covering shall extend over all edges of the signal housing and shall be securely fastened at the back.

Signal heads shall be installed with back plates. A two (2) inch wide strip of Type IX yellow retro reflective sheeting shall be applied to the outside border of the back plates in accordance with the manufacturer's recommendations. The application surface of the back plate shall be cleaned, degreased

#### Section 8-20.3(14)B is supplemented with the following:

Alignment of vehicular and pedestrian signal heads shall be approved by the Engineer prior to system turn-on.

All new vehicular and pedestrian signal heads shall be covered (sacked) completely including backplates with a 6 mil black polyethylene sheeting until placed into initial operation. The fitted covers shall use adjustable straps. The fitted covers shall have a one-inch hole for each signal display to flash out indications.

The type of mounting hardware specified for the mast arm mounted vehicle signals may require modification at the time of installation to accommodate as built conditions. After the pole assembly has been installed and leveled, the Contractor shall measure the distance between each mounting point on the arm and the

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roadway. A type of mounting bracket different from that specified in the Plans shall be provided and installed by the Contractor if necessary to achieve the following criteria:

- 1. Red indications shall be in as straight a line as possible.
- 2. The bottom of the housing shall be between 16.5 feet and 19.0 feet above the pavement.

#### 8-20.3(14)G Video Camera Detectors

(December 18, 2009 CFW GSP)

Section 8-20.3(14)G is a new section:

The video camera shall be installed consistent with the manufacturer recommendations. Controller cabinet equipment shall be installed in the cabinet when cabinet testing is performed.

## 8-20.3(17) "As Built" Plans

(December 18, 2009 CFW GSP)

Section 8-21.3(17) is deleted and replaced with the following:

Upon completion of the project, the Contractor shall furnish an "as-built" drawing of the intersection showing all signal heads, pole locations, detectors, junction boxes, Illumination system showing luminaire locations, miscellaneous equipment, conductors, cable wires up to the signal controller cabinet, and with a special symbol identifying those items that have been changed from the original contract drawings. All items shall be located to within one foot (1') horizontally and six inches (6") vertically above or below the finished surface grade.

## 8-20.3(18)Removal of Existing Signal Equipment

(March 22, 2023 CFW GSP)

Section 8-21.3(18) is a new section:

Where noted in the Plans, existing signal, illumination, Safe City Cameras and relate equipment, and interconnect equipment shall be removed by the Contractor. The Engineer shall decide the ownership of all salvaged signal, illumination, Safe City Cameras and related equipment, and interconnect equipment materials. All salvaged signal materials not directed by the Engineer to remain property of the City shall be the property of the Contractor, except that any existing controllers and UPS cabinets and all contents shall be delivered to the King County Signal Shop at 155 Monroe Avenue NE, Renton, Washington 98056. All other material removed shall become the property of the Contractor and shall be disposed of offsite at a legal disposal site.

All pole foundations and anchor bolts shall be removed to 6 feet below new subgrade, and the resulting hole shall be backfilled with compacted gravel borrow meeting the requirements of Section 9-03.14(1), unless the Engineer has approved the use of native material.

Where junction boxes are removed, the conduit and wire shall also be removed to the bottom of the trench and the resulting hole backfilled with gravel borrow meeting the requirements of Section 9-03.14(1), unless the Engineer has approved the use of native material.

Removals associated with the electrical system shall not be stockpiled within the jobsite without the Engineer's approval.

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#### 8-20.4 Measurement

### (April 12, 2018 CFW GSP)

Section 8-20.4 is replaced with the following:

- "Traffic Signal System, Complete" shall be measured per lump sum.
- "Illumination System, Complete", shall be measured per lump sum.
- "Decorative Illumination System, Complete" shall be measured per lump sum.
- "Festival Outlet System, Complete" shall be measured per lump sum.
- "Interconnect System, Complete" shall be measured per lump sum.

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"Rectangular Rapid Flashing Beacon System, Complete" shall be measured per lump sum.

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"Pedestrian Illumination System, Complete" shall be measured per lump sum.

#### **8-20.5 Payment**

## (December 1, 2021 CFW GSP)

Section 8-20.5 is deleted and replaced with the following:

Payment will be made in accordance with the following:

"Traffic Signal System, Complete", per lump sum.

The lump sum price for "Traffic Signal System, Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. All items and labor necessary to supply, install, and test the system including, but not limited to, conduit, junction boxes, service circuit breaker and connections, battery backup system, signal/service/battery backup system foundation(s), vehicular and pedestrian signal heads, pedestrian pushbuttons, emergency vehicle preemption, temporary and/or permanent vehicle detection system(s), connections with existing conduit and junction boxes, mast arm mounted traffic signs, restoring facilities destroyed or damaged during construction, removing and salvaging existing signal equipment, the installation of a temporary signal system as needed, relocation of temporary signal equipment (vehicle heads, pre-emption, pedestrian heads, pedestrian push buttons, video detection) to accommodate construction phasing throughout the project, installation of non-slip MMA coating on new or existing lids located within accessible surfaces, and all other components necessary to make a complete traffic signal system shall be included within the lump sum measurement. The lump sum bid price shall include all costs associated with the construction of the cement concrete pad and pedestal for the controller and service cabinets as well as for the cement concrete pads around signal poles. All costs for installing signing on signal mast arms or temporary signal installations shall be incidental to the bid item(s) in this section and no additional compensation will be made. Luminaires and luminaire arms positioned on signal poles will be considered a part of the traffic signal system lump sum measurement. Removal of an existing signal system or existing signal components shall be included within the lump sum measurement. After construction is complete, it is Contractor's responsibility to adjust, relocate, and reposition

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<sup>&</sup>quot;Illumination System, Complete", per lump sum.

<sup>&</sup>quot;Festival Outlet System, Complete", per lump sum.

<sup>&</sup>quot;Interconnect System, Complete", per lump sum.

all traffic signal heads to their final position as shown on the Contract Documents, and shall be considered incidental to the lump sum measurement.

The lump sum price for "Illumination System, Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. The lump sum price shall include all costs associated with connecting the illumination system to the service cabinet and for making modifications to the existing systems as noted. All items and labor necessary to supply, install, and test the conduit, junction boxes, service circuit breaker and connections, the photocell, electrical service and service cabinet electrical connections, connections with existing conduit and junction boxes, restoring facilities destroyed or damaged during construction, salvaging existing materials, installation of non-slip MMA coating on new or existing lids located within accessible surfaces, and all other components necessary to make a complete system shall be included within the lump sum measurement.

The lump sum price for "Festival Outlet System, Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. The lump sum price shall include all costs associated with connecting the festival outlet system to the service cabinet and for making modifications to the existing systems as necessary. All items and labor necessary to supply, install, and test the conduit, junction boxes, electrical connections, connections with existing conduit and junction boxes, GFI outlets, boxes and covers, restoring facilities destroyed or damaged during construction, salvaging existing materials, installation of non-slip MMA coating on new or existing lids located within accessible surfaces, and all other components necessary to make a complete system shall be included within the lump sum measurement.

The lump sum price for "Interconnect System, Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. The lump sum price shall include all costs associated with connecting the interconnect system to the signal cabinet and for making modifications to the existing systems as necessary. All items and labor necessary to supply, install, and test the conduit, single-mode fiber optic cable, junction boxes, connections with signal controllers, connections with existing conduit, junction boxes and fiber optic vaults, connections with existing interconnect systems, pull rope, plugs, restoring facilities destroyed or damaged during construction, salvaging existing materials, installation of non-slip MMA coating on new or existing lids located within accessible surfaces, and all other components necessary to make a complete interconnect communication system as well as a system ready for the future installation of fiber optic cable shall be included within the lump sum measurement. Interconnect cable installed in existing conduit will be included in the lump sum measurement.

Sawcutting for trench, sawcutting for "T-cut" trench restoration, pavement removal, excavation, trenching, bedding and backfill materials, backfilling of trenches, pavement restoration of trenches and conduit/junction box installations shall be incidental to the bid items included in this section and no additional compensation will be made.

Coordination of service connections with Puget Sound Energy and any necessary permits and fees associated with the service connections shall be considered incidental to the bid items included in this section and no additional compensation will be made.

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Coordination with communication connections with Comcast, Qwest, or other communication provider affected by this project, and any necessary permits and fees associated with the communications connections shall be considered incidental to the bid items included in this section and no additional compensation will be made.

All costs for installing junction boxes and conduit containing traffic signal system, illumination system, decorative illumination system, festival outlet system and/or interconnect system wiring shall be incidental to the bid item(s) of this section and no additional compensation will be made.

All costs for painting shall be incidental and included in the bid items included in this section and no additional compensation will be made.

Adjustment of junction boxes shall be incidental and included in the bid items included in this section and no additional compensation will be made.

Restoration of facilities destroyed or damaged during construction shall be considered incidental to the bid items included in this section and no additional compensation will be made.

(\*\*\*\*\*)

The lump sum price for "Pedestrian Illumination System, Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. The lump sum cost shall include all costs associated with connection the illumination system to the service cabinet and for making modifications to the existing systems as necessary. All items and labor necessary to supply, install, and test the conduit, junction boxes, electrical connections, connections with existing conduit and junction boxes, restoring facilities destroyed or damaged during construction, salvaging existing materials, installation of non-slip MMA coating on new or existing lids located within accessible surfaces, and all other components necessary to make a complete system shall be included within the lump sum measurement. All costs for installing junction boxes and conduit containing pedestrian illumination system, decorative illumination system, festival outlet system and/or interconnect system wiring shall be incidental to the bid item(s) of this section and no additional compensation will be made.

(\*\*\*\*\*)

The lump sum price for "Rectangular Rapid Flashing Beacon System, Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. The lump sum price shall include all items and labor necessary to supply, install, and test the system including, but not limited to poles, signs, foundations, restoring facilities destroyed or damaged during construction, and all other components necessary to make a complete system shall be included within the lump sum measurement.

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

8-21.1 Description (March 22, 2023 CFW GSP)

Section 8-21.1 is deleted and replaced with the following:

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This work shall consist of furnishing and installing permanent signing, sign removal, and sign relocation, in accordance with the Plans, these Specifications, the Standard Plans, MUTCD, and the City of Federal Way Standard Details at the locations shown in the Plans or where designated by the Engineer. Signs to be removed as shown in the Plans, shall be returned to the Owner.

Colors of all permanent signs shall be submitted to the City for approval prior to installation in the field. Installed signs that do not have color approved by the City may be required to be removed and replaced in an acceptable color at the Contractor's expense.

#### **8-21.3 Construction Requirements**

## 8-21.3(5) Sign Relocation

(December 1, 2021 CFW GSP)

Section 8-21.3(5) is supplemented with the following:

King County Metro and/or Pierce Transit personnel will remove and reinstall all existing bus stop signs and supports within the project limits.

#### 8-21.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-21.4 is deleted and replaced with the following:

"Permanent signing" is measured on a lump sum basis

#### 8-21.5 Payment

(April 12, 2018 CFW GSP)

Section 8-21.5 is deleted and replaced with the following:

The lump sum price for "Permanent Signing" shall include all labor, materials, tools, and equipment necessary to furnish and install permanent signing, sign removal, and sign relocation. Sign covering shall be incidental and shall not be measured.

All costs for furnishing and installing signs on traffic signal mast arms poles shall be included in the lump sum price for "Traffic Signal System – Complete".

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

#### 8-22.1 Description

Section 8-22.2 Sentence #1 is deleted and replaced with the following:

(\*\*\*\*\*)

Material for pavement marking shall be paint, plastic, or MMA (methyl methacrylate) as noted in the Bid item meeting the requirements of 9-34.

#### (November 2, 2020 CFW GSP)

Section 8-22.1 is supplemented with the following:

Pavement markings shall conform to City of Federal Way Standard Details. Profiled and plastic lines shall conform to the pattern as shown on WSDOT Standard Plan M-20.20.

#### 8-22.2 Materials

(August 27, 2021 CFW GSP)

Section 8-22.2 Sentence #3 is deleted and replaced with the following:

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Glass beads for Type A plastic shall be as recommended by the manufacturer.

Section 8-22.2 is supplemented with the following:

Glass beads for Type D plastic and Reflective Elements shall be per Section 9-34.4.

Section 8-22.2 is supplemented with the following:

(\*\*\*\*\*)

Emergency Trail Markers 9-34.8 Low VOC Solvent Based Paint 9-34.2(4)

## **8-22.3 Construction Requirements**

(March 22, 2023 CFW GSP)

Section 8-22.3 is supplemented with the following:

Permanent pavement markings shall be installed within 30 calendar days after paving. If a project contains paving on multiple streets (i.e. schedules of work), this requirement applies to the paving date for each street / schedule individually.

#### 8-22.3(3) Marking Application

#### 8-22.3(3)E Installation

(November 2, 2020 CFW GSP)

Section 8-22.3(3)E is supplemented with the following:

Profiled Type D lines shall be installed per WSDOT Standard Plan M20.20.

#### 8-22.3(3)G Glass Beads

(March 13, 2012, CFW GSP)

Section 8-22.3(3)G is supplemented with the following:

Glass beads shall be applied to Type D markings at a rate of eight (8) to ten (10) pounds per one hundred square feet.

Reflective elements shall be applied to Type D markings at a rate of ten (10) grams per four (4) inch wide by one (1) linear foot of marking.

## 8-22.3(H) Emergency Trail Markers

Section 8-22.3(3)H is supplemented with the following:

(\*\*\*\*\*)

Install Emergency Trail Markers as detailed and in locations shown on the Plans and in accordance with manufacturer's written recommendations. Markers shall be placed on painted surface per the details in the plan.

## 8-22.3(6) Removal of Pavement Markings

(March 22, 2023 CFW GSP)

Section 8-22.3(6) is supplemented with the following:

As indicated in the plans, the Contractor shall remove existing pavement markings that may consist of paint, plastic and raised pavement markings.

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#### 8-22.4 Measurement

#### (December 16, 2022 CFW GSP)

Paragraphs 12 and 13 of Section 8-22.4 are replaced with the following:

Measurement for the removal of all pavement markings will be per lump sum.

#### (March 22, 2023 CFW GSP)

Section 8-22.4 is supplemented with the following:

Raised Pavement Markers are incidental to Pavement Markings. No separate measurement or payment will be made.

Section 8-22.4 is supplemented with the following:

### (January 10, 2022 WSDOT GSP, OPT 1.2023)

Wide Dotted Entry Line will be measured by the completed linear foot as "Painted 12-inch Line" or "Plastic 12-inch Line". No deduction will be made for the unmarked area when the marking includes a broken or dotted line.

The fourth and fifth paragraphs of Section 8-22.4 are revised to read:

#### (January 10, 2022 WSDOT GSP, OPT 2.2023)

Wide dotted circulating lane line, wide solid lane line, strong lane line, wide edge line, wide lane line, wide broken lane line, double wide lane line, wide dotted lane line, and wide dotted extension line will be measured by the completed linear foot as "Painted Wide Line", "Plastic Wide line", "Profiled Plastic Wide Line", "Profiled Embossed Wide Line", or "Grooved Plastic Wide Line".

The measurement for "Painted Wide Line", "Plastic Wide Line", "Profiled Plastic Wide Line", "Profiled Embossed Wide Line", or "Grooved Plastic Wide Line" will be based on the total length of each 8-inch wide line installed. No deduction will be made for the unmarked area when the marking includes a broken or dotted line.

Section 8-22.4 is supplemented with the following:

(\*\*\*\*\*)

"Tuscan Red MMA Colored Pavement Marking for Center Island", per lump sum

"Emergency Trail Marker, Complete", shall be measured per each

Paragraphs 12 and 13 of Section 8-22.4 are replaced with the following:

#### (December 16, 2022 CFW GSP)

Measurement for the removal of all pavement markings will be per lump sum.

Section 8-22.5 is supplemented with the following:

#### (January 10, 2022, WSDOT GSP OPT 1.2023)

"Painted 12-inch Wide Line", per linear foot.

"Plastic 12-inch Wide Line", per linear foot.

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#### 8-22.5 Payment

#### (December 16, 2022 CFW GSP)

Section 8-22.5 is modified as follows:

The following bid items are deleted:

"Removing Paint Line", per linear foot.

"Removing Plastic Line", per linear foot.

"Removing Painted Crosswalk Line", per square foot.

"Removing Plastic Crosswalk Line", per square foot.

"Removing Painted Traffic Marking", per each.

"Removing Plastic Traffic Marking", per each.

The following is a new bid item:

"Removing Pavement Markings", lump sum.

Section 8-22.5 is supplemented with the following:

(\*\*\*\*\*)

"Tuscan Red MMA Colored Pavement Marking for Center Island", per lump sum.

The unit contract price per lumps sum for "Tuscan Red MMA Colored Pavement Marking for Center Island" shall include all cost for material, equipment and labor install MMA Colored Pavement Marking to cover the entire traffic island with one coat of non-skid MMA as noted in the plans in the color shown on the plans.

"Emergency Trail Marker, complete", per each.

The unit Contract price for "Emergency Trail Marker, complete", shall be full compensation for all tools, labor, equipment and materials necessary to construct and install the paint pavement markings and Emergency Trail Marker as specified and as detailed in the plans.

#### **8-23 TEMPORARY PAVEMENT MARKINGS**

## 8-23.1 Description

(March 22, 2023 CFW GSP)

Section 8-23.1 is supplemented with the following:

Temporary pavement markings shall be installed and maintained by the Contractor prior to traffic being released onto public streets when the installation of permanent pavement markings is not yet completed. All pavement markings including lines, symbols, and raised pavement markers shown on the plans and details shall be provided as temporary pavement markings until such time that permanent pavement markings are installed. Temporary pavement markings shall generally follow the alignment for the permanent pavement markings.

## 8-23.2 Low VOC Waterborne Paint

(March 22, 2023 CFW GSP)

Section 8-23.2 is replaced with the following:

The City of Federal Way does not allow Low VOC Waterborne Paint for temporary or permanent pavement markings.

# 8-23.3(4)A Temporary Pavement Markings – Short Duration (March 22, 2023 CFW GSP)

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Paragraph 2 of Section 8-23.3(4)A is modified as follows:

**Temporary Center Line (Double Yellow Center Line)** – Two SOLID lines used to delineate adjacent lanes of traffic moving in opposite directions. Temporary raised pavement markings should be installed on both sides of the yellow lines at 40-foot intervals.

**Temporary Center Line (Skip Center Line) –** A BROKEN line used to delineate adjacent lanes of traffic moving in opposite directions. The broken pattern shall be based on a 10-foot unit, consisting of a 1-foot line with a 9-foot gap.

### 8-23.4 Measurement

(March 22, 2023 CFW GSP)

Section 8-23.4 is supplemented with the following:

Temporary Flexible Raised Pavement Markers are incidental to Temporary Pavement Markings. No separate measurement or payment will be made.

Traffic control (Flaggers, Traffic Control Supervisor, Other Traffic Control, etc.) for the initial installation of Temporary Pavement Markings shall be measured and paid per the respective Traffic Control Bid Items. Traffic control associated with the subsequent maintenance of Temporary Pavement Markings shall be incidental to the temporary pavement making bid items and no additional payment will be made.

**New Section** 

(January 2, 2018) 8-28 BOLLARDS

## 8-28.1 Description

This work shall consist of furnishing and installing steel bollards in accordance with the Plans, Standard Plans, and these Specifications, at the locations shown in the Plans or as staked by the Engineer.

#### 8-28.2 Materials

#### Posts and Hardware

Type 1 and Type 2 bollard posts shall be ASTM A 53, NPS 3 (3" Nom.) schedule 80 steel pipe. Post sleeves shall be ASTM A 53, NPS 4 (4"Nom.) schedule 40 steel pipe.

Type 3 bollard posts shall be steel structural tubing per ASTM A 500 Gr B.

Steel plate shall be per ASTM A 36.

All steel parts shall be hot-dip galvanized after fabrication in accordance with AASHTO M 111.

## Reflective Tape

Reflective tape shall be one of the following or an approved equal:

Scotchlite High Intensity Grade Series 2870 Reflexite AP-1000 Scotchlite Diamond Grade LDP Series 3970

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#### T-6500 High Intensity (Type IV)

#### Concrete

Footings shall be constructed using concrete Class 3000.

### 8-28.3 Construction Requirements

Bollards shall be constructed in accordance with the Standard Plans.

Bollards shall not vary more than 1/2 inch in 30 inches from a vertical plane.

Bollard posts and the exposed parts of the base assembly shall be painted in accordance with Section 6-07.3(11) for galvanized surfaces. The top coat shall match SAE AMS Standard 595, Color No. 33538 Traffic Signal Yellow.

#### 8-28.4 Measurement

Measurement for bollards will be by the unit for each type of bollard furnished and installed.

## 8-28.5 Payment

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

"4" Removable Square Bollard", per each.

#### 8-30 POTHOLING AND RESOLUTION OF UTILITY CONFLICTS

(April 12, 2018 CFW GSP)

Section 8-30 and it's subsections are new sections as follows:

#### 8-30.1 Description

(April 12, 2018 CFW GSP)

Section 8-30.1 is a new section:

This work involves the identification and resolution of utility conflicts not identified in the plans between proposed improvements and existing utilities. The City will pay these costs by force account if the work proves to be acceptable and the Contractor had performed the work with the authority of and due notice to the Engineer.

#### **8-30.3 Construction Requirements**

(April 12, 2018 CFW GSP)

Section 8-30.3 is a new section:

The City may direct the Contractor to pothole existing utilities to verify the field location and depth. Potholing shall include excavation and backfilling of the existing utility, identification of the pipe or line size, material type and condition and the survey work to locate the facility horizontally and vertically. Survey information to be obtained shall include station and offset to center of utility and elevation at top of utility. Stations, offsets and elevations shall be to the nearest 0.1 foot unless greater accuracy is required. Potholes shall be backfilled with CSTC compacted to 95%, or with CDF, as directed by the Engineer. In areas subject to public traffic, the HMA patch shall match the depth of the surrounding pavement.

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

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- 1. <u>Standby time</u> resulting from existing utility conflicts. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e. storm drainage, underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:
  - a. For each agreed upon conflict, a maximum of four (4) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.
  - b. If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.
- 2. Additional work required to resolve utility conflicts will be paid for at the bid unit prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to:
  - a. Storm drainage manhole, pipe, vault, and conduit realignments of line and/or grade for the storm drain and undergrounding of overhead utilities, to avoid existing utility conflicts.
  - b. Additional storm drainage manholes, pipe, vaults, and conduit required by a change in alignment, and/or grade, not exceeding the limits set in section 1-04.4 of the Standard Specifications.

#### 8-30.4 Measurement

(April 12, 2018 CFW GSP)

Section 8-30.4 is a new section:

"Potholing", will be measured for force account per Section 1-09.6.

"Resolution of Utility Conflicts" will be measured for force account per Section 1-09.6.

## **8-30.5 Payment**

(April 12, 2018 CFW GSP)

Section 8-30.5 is a new section:

"Potholing", will be paid by force account.

"Resolution of Utility Conflicts", will be paid by force account

To provide a common proposal for all bidders, the City has estimated the amount for "Resolution of Utility Conflicts" and "Potholing" and entered the amounts in the proposal to become a part of the total bid by the Contractor.

Utility conflicts due to the Contractor's actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency.

#### **END OF DIVISION 8**

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# **DIVISION 9 MATERIALS**

#### 9-01 CONCRETE

#### 9-01.2 Specifications

## 9-01.2(1)B Blended Hydraulic Cement

(December 16, 2022 CFW GSP)

Section 9-01.2(1)B is modified with the following:

Type IL cement is only allowed for use within the City of Federal Way subject to the conditions listed below:

	Class 3000 Type 1L	Class 4000 Type 1L	Class 4000 Type 1L with crystalline waterproofing and corrosion protection admixture <sup>1</sup>	Class 5000 Type 1L
Pre-cast Foundations (luminaires, signals, RRFBs, etc.)	X	X	X	X
Cast-in-Place Foundations (luminaires, signals, RRFBs, etc.)		X	X	Х
Pre-cast or cast-in-place catch basins and manholes		Х	x	Х
Roads, curbs, curb & gutters, roundabouts & aprons, sidewalks, ADA ramps, driveway approaches			×	X
Other exposed surfaces (retaining walls, junction box aprons, cabinet bases, barriers, etc.)			Х	Х

<sup>&</sup>lt;sup>1</sup> Crystalline Waterproofing admixtures (Penetron or approved equal) shall meet the following specification: ASTM C494, Type S, hydrophilic, crystalline permeability-reducing admixture for hydrostatic conditions (PRAH) shall form insoluble crystals throughout the concrete matrix, self-healing and sealing all pores, capillaries and cracks up to 0.5mm (1/51 inch). The crystalline waterproofing admixture shall include a colored tracer material so that it is visible when included in the concrete mix.

For all Type 1L concrete mixes, the City will not accept any maleated rosin (i.e. MasterAir AE90) as a supplied air entrainment and waterproofing admixture or any wax-based curing compounds.

### 9-03 AGGREGATES

9-03.12 Gravel Backfill

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# 9-03.12(6) Pit Run Sand

(April 12, 2018 CFW GSP)

Section 9-03.12(6) is a new section:

Sieve Size Percent Passing 3/8" square 100

U.S. No. 4 90

Sand Equivalent 30 minimum

### 9-03.14(3) Common Borrow

(April 12, 2018 CFW GSP)

Section 9-03.14(3) is modified with the following requirements:

Material from on-site excavations meeting the requirements for Common Borrow shall be used to the extent practicable. Material for common borrow shall consist of granular soil and/or aggregate which is free of trash, wood, debris, and other deleterious material.

Common Borrow material shall be at the proper moisture content for compaction. This material is generally moisture sensitive. The natural moisture content shall range from not more than 1 percent wet of optimum to not more than 3 percent dry of optimum as determined in accordance with Section 2-03.3(14)D. The material shall not pump or yield under the weight of compaction equipment and construction traffic. The Contractor is responsible for protecting the material from excess moisture wherever/whenever possible. To the extent practicable, this material should be handled only during non-rainy periods and should be removed, hauled, placed, and compacted into final embankments without intermediate handling or stockpiling. Surfaces should be graded and sloped to drain and should not be left uncompacted.

Common Borrow shall meet the following gradation limits:

Sieve Size	Percent Passing (by w
6" square ¹	100
4" square	90 – 100
2" square	75 - 100
U.S. No. 4	50 - 80
U.S. No. 40	50 max.
U.S. No 200	25 max.

<sup>&</sup>lt;sup>1</sup> For geosynthetic reinforced walls or slopes, 100percent passing 1½-inch square sieve and 90 to 100 percent passing the 1-inch square sieve.

Common Borrow shall contain sufficient fines for compaction and to bind the compacted soil mass together to form a stable surface when heavy construction equipment is operated on its surface.

#### 9-05 DRAINAGE STRUCTURES AND CULVERTS

#### 9-05.15 Metal Castings

9-05.15(4) Heavy Duty Hinged Style Ductile Iron Frame and Cover (December 2, 2019 CFW GSP)

Section 9-05.15(4) is a new section:

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## 9-06 STRUCTURAL STEEL AND RELATED MATERIALS

## 9-06.16 Roadside Sign Structures

Section 9-06.16 is supplemented with the following:

## (January 3, 2011)

## **Perforated Steel Square Sign Post System**

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

## **System Acceptance**

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

#### 9-14 EROSION CONTROL AND ROADSIDE PLANTING

## 9-14.1 Materials Submittals and Acceptance

(January 10, 2022, WSDOT GSP, OPT1.2023)

In the table in Section 9-14.1, the row for Compost is revised to read:

9-	Compos	Cert & following information is required to be submitted
14.5(8	t	fourteen days prior to application.
)		a) A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with
		https://apps.leg.wa.gov/WAC/default.aspx?cite=17 3-350 (Minimum Functions Standards for Solid Waste Handling).
		<ul> <li>b) Compost Test Data submitted on WSDOT Form 220-038 that show the compost complies with the processes, testing, and standards specified in</li> </ul>
		WAC 173-350 and this section. And independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the testing within 90
		calendar days of application. c) A copy of the manufacturer's annual Seal of
		Testing Assurance STA certification as issued by the U.S. Composting Council.
		d) A sample of the compost approved for use.
		e) A list of feed stocks by volume for each compost type.
		f) Compliance with the applicable section.

## **9-14.2 Topsoil**

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# 9-14.2(1) Topsoil Type A (June 12, 2020 CFW GSP)

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A mix shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and compromised of fully composted and mature organic materials.

No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristics of Topsoil Type A shall comply with the following:

Screen Size 7/16" Maximum
Total Nitrogen 0.25% Minimum
Organic Matter 10% Minimum

pH Range 5.5 to 7.5

Conductivity 5 mmhos/cm Maximum

#### 9-14.3 Seed

## (June 12, 2020 CFW GSP)

Section 9-14.3 is supplemented with the following:

The grass seed dealer shall mix the grass seed only. The Contractor shall furnish the Engineer with a dealer's guaranteed statement of the composition, mixture, and the percentage of purity and germination of each variety. Seed shall be applied at manufacturer's recommended rate. Hydroseed shall be composed of the following varieties mixed in the proportions indicated, or approved equal:

SEEDED LAWN MIXTURE			
NAME	BY WEIGHT	% PURITY	% GERMINATION
Tall Fescue / Festuca arundinacea	40%	98%	90%
Creeping Red Fescue / Festuca rubra	25%	98%	90%
Highland Colonial Bentgrass / Agrostis capillaris var. 'Highland'	5%	98%	90%
Perennial Rye / Lolimum perenne (blend of two: 'Fiesta II', 'Prelude II', 'Commander'	30%	95%	90%

#### 9-14.4 Fertilizer

#### (June 12, 2020 CFW GSP)

Section 9-14.4 is supplemented with the following:

Fertilizer for trees shall be biodegradable fertilizer packets, 20-10-5. Apply per manufacturer's recommendations.

#### 9-14.5 Mulch and Amendments

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## 9-14.5(3) Bark or Wood Chips

(June 12, 2020 CFW GSP)

Section 9-14.5(3) is supplemented with the following:

Bark or Wood Chip Mulch shall be medium grade composted ground fir or hemlock bark. The bark shall be uniform in color, free from weed seeds, sawdust and splinters. The moisture content of bagged mulch shall not exceed 22%. The acceptable size range of bark mulch material is  $\frac{1}{2}$ " to 1" with maximum of 20% passing the  $\frac{1}{2}$ " screen.

#### 9-14.7 Plant Materials

## 9-14.7(2) Quality

(June 12, 2020 CFW GSP)

Section 9-14.7(2) is supplemented with the following:

Plant material shall be free from disfiguring knots, swollen grafts, sunscald injuries, bark abrasions, evidence of improper pruning or other objectionable disfigurement.

Potted and container stock shall be well rooted and vigorous enough to ensure survival and healthy growth. Shrubs shall have full foliage (not leggy). Container stock shall be grown in its delivery container for not less than six (6) months, but not for more than two (2) years. Root bound or broken containers will not be accepted. Bare root, liner and root stock with dried or shriveled roots from exposure will not be accepted.

Measurements, caliper, branching, grading, quality, balling and burlapping shall follow the Code of Standards of the American Associate of Nurserymen in the American Standard for Nursery Stock, ANSI 260.1, latest edition. Measurements shall be taken with all branches in their normal growing position. Plants shall not be pruned prior to delivery to site.

#### 9-14.7(3) Handling and Shipping

(June 12, 2020 CFW GSP)

Section 9-14.7(3) is supplemented with the following:

Tie back branches as necessary, and protect bark from chafing with burlap bags. Do not drag Plant materials along ground without proper protection of roots and branches. Protect rootballs from environmental or mechanical damage and water as necessary to keep roots moist. Do not store Plants for more than one week.

#### 9-14.7(4) Sod

(June 12, 2020 CFW GSP)

Section 9-14.7(4) is supplemented with the following:

Sod Lawn shall be three-way Tall Fescue Blend Sod, 33.33% Firecracker LS Tall Fescue, 33.33% Spyder LS Tall Fescue, 33.33% Raptor II Tall Fescue with degradable netting, or approved equal.

### 9-14.7(5) Tagging

(June 12, 2020 CFW GSP)

Section 9-14.7(5) is a new section::

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All Plant material shall be legibly tagged. Tagging may be by species or variety with minimum of one tag per ten trees, shrubs, or vines. Remove all tagging prior to final acceptance.

## 9-14.7(6) Inspection

(June 12, 2020 CFW GSP)

Section 9-14.7(6) is a new section:

The Contracting Agency shall reserve the option of selecting and inspecting Plant material at the nursery. The contractor shall provide the Contracting Agency with at least one week notice prior to preparing Plants for shipping and delivery. The Contractor shall neither deliver to site nor install Plant materials until authorized by the Contracting Agency.

## 9-14.7(7) Temporary Storage

(June 12, 2020 CFW GSP)

Section 9-14.7(7) is a new section:

Cold storage of Plants shall not be permitted.

If Planting is delayed more than 24 hours after delivery, set balled and burlapped Plants on the ground, well protected with soil or wet peat. Adequately cover all roots of bare root material with soil or wet peat. Protect rootballs from freezing, sun, drying winds or mechanical damage. Water Plant material as necessary until Planted.

Plants shall not be stored for more than one week. Longer storage period at project site will result in rejection of Plant materials by the Contracting Agency.

## 9-14.8 Stakes, Guys, and Wrapping

(June 12, 2020 CFW GSP)

Section 9-14.8 is supplemented with the following:

Stakes shall be BVC round tree stakes with Chainlock guying or Engineer accepted product. No wrapping required.

#### 9-14.9 Root Barrier

(June 12, 2020 CFW GSP)

Add the following new section:

Root Barrier shall be 18-inch high, minimum thickness 0.090-inch, interlocking root barrier panels constructed of high-impact polypropylene with 1/2-inch reinforcing ribs.

#### 9-15 IRRIGATION SYSTEM

#### 9-15.1 Pipe, Tubing And Fittings

(June 12, 2020 CFW GSP)

Section 9-15.1 is replaced with the following:

All pipe and tubing shall be PVC or approved equal. All fittings shall be Sch 80 PVC. All pipe for the main, laterals, and sleeving shall be Sch 40 PVC.

#### 9-15.5 Valve Boxes

(June 12, 2020 CFW GSP)

Section 9-15.5 is supplemented with the following:

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Valve boxes for control valves shall be grey flared box, HDPE construction with UV inhibitors, heavy duty seat collar, drop in locking, 17'L x 24" D x 12" W with green HDPE drop in locking lid.

Valve boxes for Double Check Valve Assembly shall be grey heavy duty polymer concrete, top dimensions 25"L x 15-16"W and 24" D designed to withstand H-10 and H-20 loading in incidental and non-deliberate traffic areas. Valve box must be compliant with AASHTO H-10 Design Load; ASTM C 857-95 Design Load of A-8, 8,000lbs. Box shall be alkaline, acid and weather resistant, with flush locking polymer concrete cover. Verify size to fit Double Check Valve Assembly.

Valve boxes for quick coupler shall be light duty HDPE with UV inhibitors, 10" diameter flared box with bolt down cover.

## 9-15.6 Gate Valves

## (April 12, 2018 CFW GSP)

Section 9-15.6 is supplemented with the following:

Gate valves shall be heavy duty cast brass body and heavy cast iron handwheel, suitable for residential or commercial potable water applications, with screwed bonnet, non-rising stern, solid wedge disc and integral seats.

## 9-15.7 Control Valves

#### 9-15.7(1) Manual Control Valves

(April 12, 2018 CFW GSP)

Section 9-15.7(1) is supplemented with the following:

Shut off valves upstream of automatic control valves shall be a heavy duty cast brass body gate valve with heavy cast iron handwheel, suitable for residential or commercial potable water applications, with screwed bonnet, non-rising stem, solid wedge disc and integral seats, size to fit line.

#### 9-15.13 Pressure Regulating Valves

#### (April 12, 2018 CFW GSP)

Section 9-15.13 is supplemented with the following:

Pressure regulating valve shall be designed to reduce incoming water pressure from up to 400psi to a range of 25-75psi. Valve shall be all bronze body construction, with thermal expansion bypass, serviceable in line, with internal stainless steel strainer.

#### SECTION 9-19 DETECTABLE WARNING SURFACE

#### 9-19.2 Cast-in-Place Detectable Warning Surface

#### 9-19.2(1) General Requirements

(October 3, 2022 WSDOT GSP, OPTION 1)

The first paragraph of Section 9-19.2(1) is revised to read:

The color of detectable warning surfaces shall be yellow and shall match SAE AMS Standard 595, color number 33538 unless otherwise shown on the plans. When used in areas between ramps to differentiate between travel paths, detectable warning surfaces shall be black.

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Units shall provide the required contrast (light-on-dark or dark-on-light) with the adjacent curb ramp or other applicable walkway.

### **SECTION 9-28 SIGNING MATERIALS AND FABRICATION**

#### 9-28.1 **General**

## (March 22, 2023 CFW GSP)

Paragraph three is deleted and replaced with the following:

All regulatory (R series), school (S series), and warning (W and X series) signs, except for parking regulation, parking prohibition signing and signs of fluorescent yellow-green color shall be constructed with Type III Glass Bead Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. This sheeting has a retro reflection rating of 250 candelas/foot candle/square foot for white-silver sheeting with a divergence angle of 0.2 degrees and an incidence angle of minus 4 degrees. This high intensity sheeting shall be Type III sheeting or greater. All street name (D-3) sign sheeting shall meet this specification. The reflectivity standard of supplemental plaques shall match that of the primary sign.

All overhead signing, all regulatory (R series) of fluorescent yellow-green color and all school (S series) of florescent yellow color shall meet the specifications of Type IX Micro Prismatic Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. This standard applies to all signs mounted above the roadway, on span wire or signal mast arms and all regulatory (R series) and school (S series) signs of fluorescent yellow-green color. The reflectivity standard of supplemental plaques shall match that of the primary sign.

Motorist information and parking signing shall be constructed with Type I Glass Bead Retroreflective Element Material sheeting in accordance with Section 9-28.12 of the Standard Specifications. The reflectivity standard of supplemental plaques shall match that of the primary sign.

#### 9-28.2 Manufacturer's Identification and Date

## (October 23, 2014 CFW GSP)

Section 9-28.2 is deleted and replaced with the following:

All signs shall show the manufacturer's name and date of manufacture on the back.

## 9-28.8 Sheet Aluminum Signs

#### (January 8, 2013 CFW GSP)

Section 9-28.8 table is deleted and replaced with the following:

Maximum Dimension	Blank Thickness
Less than 30 inches	0.080 inches
Greater than 30 inches, less than 48 inches	0.100 inches
Greater than 48 inches	0.125 inches

Section 9-28.8 is supplemented with the following:

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All permanent signs shall be constructed from aluminum sign blanks unless otherwise approved by the Engineer. Sign-blank minimum thicknesses, based on maximum dimensions, shall be as follows:

All D-3 street-name signs shall be constructed with 0.100-inch-thick blanks. The Contractor shall install permanent signs which meet or exceed the minimum reflectivity standards. All sign face sheeting shall be applied to sign blanks with pressure sensitive adhesives.

## 9-28.9 Fiberglass Reinforced Plastic Signs (December 18, 2009 CFW GSP)

Section 9-28.9 is deleted in its entirety.

# 9-28.12 Reflective Sheeting

(February 6, 2023 WSDOT GSP)

Section 9-28.12 is revised to read:

Reflective sheeting material shall conform to ASTM D4956 - Standard Specification for Retroreflective Sheeting for Traffic Control. The following standard reflective sheeting types have been modified to reflect Contracting Agency requirements:

Device Type	Use	Sheeting Color	Allowable Sheeting Types
Permanent Signs			
Permanent Signing	All	All	IV <sup>1</sup>
Object Markers	All	All	IV
Temporary Construction Signing			
Warning Signs	All	Fluorescent Orange	VIII, IX, X <sup>2</sup> , XI
Regulatory Signs	All	White	IV
Regulatory Signs	Rural	White	II <sup>3</sup> , IV
Regulatory Signs	Urban/Rural	White	III <sup>3</sup> , IV
Regulatory Signs	All	Red	III, IV
Regulatory Signs	All	Green	II, IV
Regulatory Letters, Border or Symbols		Green	III <sup>3</sup> , IV <sup>3</sup>
Temporary Construction Signs	All	All Other Background Colors	III <sup>3</sup> , IV
Other Devices			
Barricades	All	White or Orange	III <sup>3</sup> , IV
Barrier Delineators	All	White or Yellow	III, IV, V, XI
Bollards	All	All	IV
Flexible Guidepost	All	All	III, IV, V
Pedestrian Channelization Devices	All	White or Orange	III <sup>3</sup> , IV
Signal Backplates	Portable Signals		IV
Signal Backplates	Permanent Signals		See Section 9- 29.16
Tall Channelization Devices 42-inch	All	Fluorescent Orange/White	III <sup>4</sup> , IV <sup>4</sup> , VIII, IX, XI <sup>4</sup>
Traffic Cones 28- and 36-inch	All	White or Higher White	III <sup>3</sup> , IV

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Traffic Safety Drums	All	Fluorescent	III <sup>4</sup> , IV <sup>4</sup> , VIII, IX,
-		Orange/White	XI <sup>4</sup>
Transportable Attenuators	All	Yellow and Black	III <sup>3</sup> , IV
		Chevron	
Transportable Attenuators	All	White and Red	IV
		Chevron	
Utilities attached to Bridges	All		I, See Section
_			6-01.10

#### Notes:

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

# 9-28.14 Sign Support Structures (March 22, 2023 CFW GSP)

Section 9-28.14 is supplemented with the following:

Unless otherwise noted in the Plans or approved by the engineer, all sign posts shall be steel sign posts. Sign post sizes will be shown on Plans or shall be sized per the WSDOT Design Manual. Sign Supports (foundations) shall be Type ST-4 (concrete) as found on WSDOT Standard Detail G-24.50-05.

#### SECTION 9-29 ILLUMINATION. SIGNAL. ELECTRICAL

#### 9-29.1 Conduit, Innerduct, and Outerduct

# 9-29.1(11) Foam Conduit Sealant (January 7, 2019 WSDOT Option 1)

Section 9-29.1(11) is supplemented with the following:

The following products are accepted for use as foam conduit sealant:

- CRC Minimal Expansion Foam (No. 14077)
- Polywater FST Foam Duct Sealant
- Superior Industries Foam Seal
- Todol Duo Fill 400

## 9-29.2 Junction Boxes, Cable Vaults and Pull Boxes

(August 27, 2021 CFW GSP)

Section 9-29.2 is supplemented with the following:

Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, Fiber Vaults, and Pull Boxes

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant

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products shall be non-slip MMA coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

# 9-29.2(1)A2 Non-Concrete Junction Boxes (February 3, 2020 CFW GSP)

Section 9-29.2(1)A2 is replaced with the following:

Non-Concrete junction boxes are not allowed for use within the City of Federal Way.

# 9-29.3 Fiber Optic Cable, Electrical Conductors and Cable (December 13, 2012 CFW GSP)

Section 9-29.3 is supplemented with the following:

Video cable from the camera (sensor) to the controller cabinet shall conform to the video detection manufacturer's recommendations.

## 9-29.3(2)H Three-Conductor Shielded Cable

(March 13, 2012 CFW GSP)

Section 9-29.3(2)H is supplemented with the following:

Lead-in cable back to the controller for pre-emption units shall be 6TT detector 138 cable or equivalent.

## 9-29.3(2)I Twisted Pair Communications Cable

(October 23, 2014 CFW GSP)

Section 9-29.3(2)I is deleted in its entirety. See Section 8-20.3(8)A.

#### 9-29.5 Vacant

(March 22, 2023 CFW GSP)

Section 9-29.5 is deleted and replaced with the following new section:

# 9-29.5 School Zone Beacon & Rectangular Rapid Flashing Beacon (RRFB) Standards

**Pole Foundations:** Shall be as indicated in the plans.

#### Sign Poles, Bases, and Caps:

Sign poles shall be 4" – 8 NPT Schedule 40, galvanized steel meeting the following minimum requirements:

Standard 4" Sch 40	ASTM A53 Grade B ERW
Tensile Strength, KSI	60
Yield Strength, KSI	35
Weight Per Foot	10.79 lb.
Standard Wall Thickness	0.237"
Outside Diameter	4.5"

Threading and deburring of the Pedestal Pole shall be in accordance with the basic dimensions of American National Standard Taper Pipe Threads, NPT (ANSI B1.2).

The pole shall be pre-galvanized or galvanized after fabrication meeting the requirements below:

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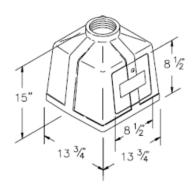
- 1. <u>Pre-Galvanized</u>: Pipe shall have clean square saw cuts and free of burrs. After threading threads shall be sprayed with a rust-protective zinc-rich coating. Galvanizing shall be a minimum of 1.6 oz./ft.².
- 2. <u>Galvanized After Fabrication:</u> Pipe shall have clean square saw cuts and free of burrs. Pole shall be hot dipped galvanized to comply with ASTM A-123 with a minimum of 1.6 oz./ft² after fabrication. Threads shall be heated and brushed to remove excess zinc.
- 3. MILL CERTIFICATION: Mill test reports to be maintained and supplied on request.

**PACKAGING:** Threaded end shall have protective cap to prevent thread damage. Cardboard sleeve shall cover the entire length of shaft to protect surface finish during storage and shipment.

Pole caps shall be Dome Type, aluminum, fitting a 4  $\frac{1}{2}$ -inch OD pole, with a stainless steel set screw, sq hd,  $\frac{1}{4}$ "-20 X  $\frac{1}{2}$ ".

The pole base shall be square aluminum pedestal base with aluminum door meeting the following minimum requirements:

1. Square cast aluminum with natural finish, minimum weight of 21 lbs. with dimensions as shown in the Figure below.



- 2. Upper end shall be threaded to receive a 4" NPT pipe shaft. Base threads shall be tapped to allow full pole engagement w/o exposed threads on the pole.
- 3. Shall be of such design that it may be fastened to a foundation with four (4) 3/4" anchor bolts located 90 degrees apart on the bottom of the base.
- 4. There shall be slots in the bottom of the base 1½" wide and 2½" long measured along the circumference of the bolt circle, allowing a proper fit even if the bolts are placed slightly off center.
- 5. Shall accommodate bolt circles of a minimum of 12" through a maximum of 14½" and anchor bolts with a minimum of 5/8" through 1" diameter.
- 6. Shall be equipped with a removable aluminum door. Door opening shall be free of burrs and sharp edges and be no less than 8½" square. The door shall be attached to the base using one stainless steel socket button head screw to prevent unauthorized entry.
- 7. Shall be fabricated free of voids, pits, dents, molding sand and excessive foundry grinding marks. All design radii shall be smooth and intact. Exterior

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- surface finish shall be smooth and cosmetically acceptable by being free of molding fins, cracks and other exterior blemishes.
- 8. Shall be fabricated from new aluminum ingot. No scrap materials shall be used. Minimum requirements as follows:
- a. Aluminum Alloy ...........319 Elongation (% in 2") .........2
- b. Tensile Strength, KSI......27 Brinell Hardness......70-100
- c. Yield Strength, KSI .....18

**FRANGIBILITY:** The base shall meet or exceed 1985 AASHTO breakaway requirements. Test reports from an FHWA approved independent laboratory shall be provided certifying that the base has been tested and meets all applicable requirements. In addition, a statement of certification from the FHWA stating such tests have been accepted and approved shall be supplied.

**STRUCTURAL INTEGRITY:** In order to prove structural soundness a certification from a recognized independent structural laboratory shall be provided certifying that the base will withstand a bending moment of 10,750 ft. lbs. Such test shall be performed in the following manner:

- 1. A force shall be applied at a distance from the bottom of the base in order to produce a moment. All bases must reach a moment capacity of 10,750 ft. lbs. without breaking, cracking or rupturing in any manner.
- 2. After force has been removed, the lever arm shall return to within .250" of its original rest position.
- 3. All tests shall be made using 4" schedule 40 Steel Pipe.

A reinforcing collar shall be installed at the top of the pole base in accordance with manufacturers' instructions. The collar shall be a three segment assembly designed to retrofit onto an existing square cast aluminum or iron pedestal base. The collar shall meet the following minimum requirements:

**MATERIAL:** Reinforcing collar shall be three-piece cast aluminum with the minimum requirements:

Aluminum Alloy	713
Tensile Strength, KSI	
Yield Strength, KSI	22
Elongation (% in 2")	
Brinell Hardness	70
Minimum Wall Thickness	5/8"
Minimum Overall Height	4-3/8"

**INSTALLATION:** The collar shall be clamped around the top of a pedestal base by the use of two (2) 5/16" Socket Head Bolts per segment (Figure 1). Each segment shall have a 5/16" pilot hole for drilling through base. A 5/16" x 3/4" Roll Pin shall be driven through the collar into the base until flush to prevent the collar from walking up the base.

**HARDWARE:** (6) 5/16"-18 x 1½" Socket Head Capscrews (3) 5/16" Dia. x 3/4" Roll Pins

FINISH: Collar Segment: Alodine 1200

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#### FASTENERS: Zinc w/ Yellow Di-Chromate

In addition to meeting the above requirements, all poles, bases, collars, caps and related hardware shall be fully interchangeable with the following items manufactured by Pelco Products, Inc., Edmond, Oklahoma, such that any individual component can be replaced without requiring replacement of the entire system:

- Pedestal pole, Model No PB-5200
- Square Base Assembly, Model No PB-5334
- Pole Cap, Model No PB-5402
- Pole & Base Collar Assembly, Model No PB-5325

#### 9-29.6 Light and Signal Standards

(June 6, 2023 WSDOT GSP, OPTION 5)

Section 9-29.6 is supplemented with the following:

#### **Traffic Signal Standards**

Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.

All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A Welding Inspection.

Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm ASTM F 3125 Grade A325 connecting bolts tightening shall comply with Section 6-03.3(33).

Traffic signal standard types, applicable characteristics, and foundation types are as follows:

#### Type PPB

Pedestrian push button posts shall conform to Standard Plan J-20.10 or to one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.
Valmont Ind. Inc.	DB01165 Rev. B (4 sheets
Ameron Pole	WA15TR10-1 Rev. C (1 sheet) and
Products Division	WA15TR10-3 Rev. B (1 sheet)
Millerbernd Manufacturing, Co.	74514-WA-PED-PPB Rev J (2 sheets)

Foundations shall be as noted in Standard Plan J-20.10

## Type PS, Type I, Type RM, and Type FB

Type PS pedestrian signal standards, Type I vehicle signal standards, Type RM ramp meter signal standards, and Type FB flashing beacon standards shall conform to Standard Plan J-20.16, J-21.15, J-21.16, and J-22.15 respectively, or to one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.

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Valmont Ind. Inc.	DB01165 Rev. B (4 sheets)
Ameron Pole	WA15TR10-1 Rev. C (1 sheet) and
Products Division	WA15TR10-2 Rev. C (1 sheet)
Millerbernd	74514-WA-PED-FB Rev. H (2 sheets)
Manufacturing, Co.	74314-WA-FED-IB Nev. II (2 sileets)
Millerbernd	74514-WA-PED-SB Rev H (2 sheets)
Manufacturing, Co.	14314-VVA-FED-3D Rev H (2 Sileets)

Foundations shall be as noted in Standard Plan J-21.10.

#### Type II

Type II signal standards are single mast arm signal standards with no luminaire arm or extension. Type II standards shall conform to one of the following pre-approved plans. Maximum arm length (in feet) and wind load (XYZ value, in cubic feet) is noted for each manufacturer.

Fabricator	Pre-Approved Drawing No.	Max. Arm Length (ft)	Max. Wind Load (XYZ) (ft³)
Valmont Ind., Inc.	DB00162 Rev. B (5 sheets)	65	3206
Ameron Pole Products Division	WA15TR3724-1 Rev. C (sheet 1 of 2), and WA15TR3724-2 Rev. D (sheet 2 of 2)	65	2935
Millerbernd Manufacturing, Co.	74516-WA-TS-II Rev. L (4 sheets)	65	3697

Foundations shall be as noted in the Plans and Standard Plan J-26.10. Type II signal standards with two mast arms installed 90 degrees apart may use these pre-approved drawings. Standards with two arms at any other angle are Type SD and require special design.

#### Type III

Type III signal standards are single mast arm signal standards with one Type 1 (radial davit type) luminaire arm. The luminaire arm has a maximum length of 16 feet and a mounting height of 30, 35, 40, or 50 feet, as noted in the Plans. Type III standards shall conform to one of the following pre-approved plans. Maximum arm length (in feet) and wind load (XYZ value, in cubic feet) is noted for each manufacturer. Wind load limit includes a luminaire arm up to 16 feet in length.

Fabricator	Pre-Approved Drawing No.	Max. Arm Length (ft)	Max. Wind Load (XYZ) (ft³)
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Valmont Ind., Inc.	DB00162 Rev. B (5 sheets), with Type "J" luminaire arm	65	3259
Ameron Pole Products Division	WA15TR3724-1 Rev. C (sheet 1 of 2), and WA15TR3724-2 Rev. D (sheet 2 of 2), with Series "J" luminaire arm	65	2988
Millerbernd Manufacturing, Co.	74516-WA-TS-III Rev. L (5 sheets)	65	3750

Foundations shall be as noted in the Plans and Standard Plan J-26.10. Type III signal standards with two mast arms installed 90 degrees apart may use these pre-approved drawings. Standards with two arms at any other angle are Type SD and require special design.

#### Type IV

Type IV strain pole standards shall be consistent with the Plans and Standard Plan J-27.15 or one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.
Valmont Ind. Inc.	DB01167 Rev. B (2 sheets)
Ameron Pole Products Div.	WA15TR15 Rev. A (2 sheets)
Millerbernd Manufacturing, Co.	74554-WA-SP-IV Rev H (2 sheets)

Foundations shall be as noted in the Plans and Standard Plan J-27.10.

## Type V

Type V strain poles are combination strain pole and light standards, with Type 1 (radial davit type) luminaire arms. Luminaire rams may be up to 16 feet in length, and a mounting height of 40 or 50 feet, as noted in the Plans. Type V strain poles shall be consistent with the Plans and Standard Plan J-27.15 or one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.
Valmont Ind., Inc.	DB01167 Rev. B (2 sheets),
Ameron Pole Products Div.	WA15TR15 Rev. A (2 sheets)
Millerbernd Manufacturing, Co.	74554-WA-SP-V Rev J (3 sheets)

Foundations shall be as noted in the Plans and Standard Plan J-27.10.

#### Type CCTV

Type CCTV camera pole standards shall conform to Standard Plan J-29.15 or to one of the following pre-approved plans:

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Fabricator	Pre-Approved Drawing No.
Valmont Ind. Inc.	DB01166 Rev. C (4 sheets)
Ameron Pole Products Div.	WA15CCTV01 Rev.B (2 sheets)
Millerbernd Manufacturing, Co.	74577-WA-LC1 Rev H (2 sheets)
Millerbernd Manufacturing, Co.	74577-WA-LC2 Rev. H (2 sheets)
Millerbernd Manufacturing, Co.	74577-WA-LC3 Rev H (3 sheets)

Foundations shall be as noted in the Plans and Standard Plan J-29.10.

## Type SD

Type SD signal standards are outside the basic requirements of any predefined signal standard and require special design. All special design shall be based on the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and pre-approved plans and as follows:

- 1. A 115 mph wind loading shall be used.
- 2. The Mean Recurrence Interval shall be 1700 years.
- 3. Fatigue category shall be III.

Complete calculations for structural design, including anchor bolt details, shall be prepared by a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural Engineering or by an individual holding valid registration in another state as a civil or structural Engineer.

All shop drawings and the cover page of all calculation submittals shall carry the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration. The cover page shall include the contract number, contract title, and sequential index to calculation page numbers. Two copies of the associated design calculations shall be submitted for approval along with shop drawings.

Details for handholes and luminaire arm connections are available from the Bridges and Structures Office.

Foundations for Type SD standards shall be as noted in the Plans.

# <u>9-29.7 Luminaire Fusing and Electrical Connections at Light Standard Bases, Cantilever Bases, and Sign Bridge Bases</u>

9-29.7(2) Fused Quick-Disconnect Kits (March 13,2012 CFW GSP)

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Section 9-29.7(2) is supplemented with the following:

Fused quick-disconnect kits shall be of the SEC type or equivalent. Underground illumination splices shall be epoxy or underground service buss/light connector kits. Installation shall conform to details in the Standard Plans.

## 9-29.10(2) Vacant

(\*\*\*\*\*)

Section 9-29.10(2) is deleted and replaced with the following new section:

### 9-29.10(2) Pedestrian Luminaires

Section 9-29.10(2) is supplemented with the following:

All new pedestrian luminaire installations shall be light-emitting diode (LED) luminaires. LED luminaires must meet City standards for average maintained footcandles, uniformity ratio, mounting height, distribution pattern, and spacing as indicated in City of Federal Way Development Standard Drawing 3-42. LED luminaires shall have a correlated color temperature (CCT) of 4000K.

Pole and fixtures shall meet requirements of Special Provision 8-20.3(13)B, Pedestrian Light Standards.

#### 9-29.15 Flashing Beacon Control

Section 9-29.15 is supplemented with the following:

## Rapid Flashing Beacons

(January 7, 2019 WSDOT GSP, OPTION 1)

Rapid Flashing Beacon (RFB) indications shall comply with the dimensional, operational, and flash pattern requirements of Federal Highway Administration (FHWA) Interim Approval 21 (IA-21, Conditions 4, 5, and 6, excluding Condition 5f; https://mutcd.fhwa.dot.gov/resources/interim\_approval/ia21/index.htm). RFB system shall be capable of providing, at a minimum, the following two-channel flashing patterns:

- 1. NEMA Standard 50-50:
  - Channel one is ON and channel two is OFF for 0.5 seconds.
  - Channel one is OFF and channel two is ON for 0.5 seconds. (Cycle repeats; the total flashing pattern cycle length is 1.00 second.)
- 2. RFB "WW+S" Pattern (IA-21 Condition 5b):
  - Channel on is ON and channel two is OFF for 0.05 seconds.
  - Both channels are OFF for 0.05 seconds.
  - Channel one is OFF and channel two is ON for 0.05 seconds.
  - Both channels are OFF for 0.05 seconds.
  - Channel one is ON and channel two is OFF for 0.05 seconds.
  - Both channels are OFF for 0.05 seconds.
  - Channel one is OFF and channel two is ON for 0.05 seconds.
  - Both channels are OFF for 0.05 seconds.
  - Both channels are ON for 0.05 seconds.
  - Both channels are OFF for 0.05 seconds.
  - Both channels are ON for 0.05 seconds.
  - Both channels are OFF for 0.25 seconds.

(Cycle repeats; the total flashing pattern cycle length is 0.80 seconds.)

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The flashing pattern shall be user-selectable in the field.

RFB system pushbuttons shall include a locator tone, but shall not include tactile arrows, speech messages, or vibrotactile indications. RFB system pushbuttons may include speech message and vibrotactile functionality, provided these features can be deactivated. RFB system pushbuttons shall use a 9" x 12" R10-25 sign. The R10-25 sign may include integral yellow warning lights.

Section 9-29.15 is supplemented with the following:

# Rectangular Rapid Flashing Beacon System (September 17, 2014 CFW GSP)

The Rectangular Rapid Flashing Beacon System shall be an R920 by Carmanah or AB- 9400 by JSF Technologies with High Performance Rectangular Rapid Flashing Beacons or approved equal system.

The Controller with Rectangular Rapid Flashing Beacons (RRFB) shall meet all FHWA and MUTCD standards. The system shall be capable of activation by a variety of devices, including pushbuttons, microwave detectors, pedestrian-activated pads and passive activation bollards. The RRFB brightness and light emitting surface dimensions shall exceed the FHWA minimum standards and shall be capable of being viewed from distances of over 1000 feet during the day and over one mile at night. The system components shall mount quickly and easily to any pole, and construction shall be durable, corrosion-resistant and protect against wind, rain and vandalism.

The Rectangular Rapid Flashing Beacon System shall consist of the following components:

- Controller: The Controller shall be equipped with a GPS receiver attached to its antenna unit, and the system shall not require the installation or alteration of any other equipment or associated hardware.
- 2. Rectangular Rapid Flashing Beacons: The RRFB housing shall contain two primary light bars mounted in compliance with MUTCD requirements, but exceeding the minimum 5" W x 2" H size and MUTCD total light emission requirements. In addition to the primary light bars, the housing shall have smaller secondary light bars mounted on each end for pedestrian notification, arrayed in a minimum 0.4" W x 2" H rectangle. The secondary light bars shall have optional opaque covers if pedestrian notification from either or both ends of the housing is not desired. The overall dimensions of the RRFB unit shall be approximately 24"-29"W x 3.5"-4.5"H x 1.5"-5"D. The LEDs used in both the primary and secondary light bars shall be rated for a minimum 15-year life, and the light bars shall not protrude beyond the surface of the housing, shall not be mounted to the housing with exposed screws. and shall be covered with polycarbonate windows for durability and vandal resistance. The RRFB shall draw attention at distances greater than 1000 feet during the day and over 1 mile at night. The controller shall adjust RRFB brightness as outside light levels change between day and night, being brighter during the day and less bright at night.

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- 3. Rectangular Rapid Flashing Beacon Housing: The RRFB housing shall be made of powder-coated aluminum with a minimum thickness of 0.125", and shall provide a mounting mechanism allowing for directional rotation of the primary light bars toward oncoming traffic at curves, corners, and roundabouts.
- 4. Activation Devices: The controller shall be capable of being activated by a variety of devices, including pushbuttons, microwave detectors, pedestrian-activated pads and passive-activation bollards. Pushbuttons shall be APS style units with a directional arrow.
- On-Demand Activation, Test and Reports: Each system shall provide on-demand activation of RRFBs for emergency or any other purposes; on-demand test of communication interruption (knockdown), battery health (solar only), Beacon outage, and activation reports through the user interface.
- Enclosure: The controller shall be housed in a vandal-resistant, aluminum, NEMA 3R pole-mounted cabinet with a lockable, hinged door
- 7. Power Options: The controller unit shall be available in solar 12 V DC, 35-36 Ah equipped with 10-40W solar panels, or in 120 VAC, 50W versions. Solar-powered systems shall provide a minimum of 15 days of back-up battery power in the absence of sunlight while operating at full brightness and at standard usage levels.

#### 9-29.18 Vehicle Detector

# 9-29.18(3) Video Detection System (June 12, 2020 CFW GSP)

Section 9-29.18(3) is a new section:

All video detection system items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. The products shall have a proven record of field use at other installations for at least two (2) years of service not including prototype field trials prior to installation. Contractor shall provide Econolite AutoScope Vision, Trafficon, GRIDSMART or approved equal video detection systems shall meet the following:

#### General

The detection of vehicles passing through the field-of-view of an image sensor shall be made available to a large variety of end user applications as simple contact closure outputs that reflect the current real-time detector or alarm state (on/off) or as summary traffic statistics that are reported locally or remotely. The contact closure outputs shall be provided to a traffic signal controller and comply with the National Electrical Manufacturers Association (NEMA) type C or D detector rack file standards.

The system architecture shall fully support Ethernet networking of system components through a variety of industry standard and commercially available infrastructures that are used in the traffic industry. The data communications shall support direct connect, modem and multi-drop interconnects. Simple, standard Ethernet wiring shall be supported to minimize overall system cost and improve

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reliability, utilizing existing infrastructure and ease of system installation and maintenance. Both streaming video and data communications shall be capable of being interconnected over long distance through fiber optic, microwave or other commonly used digital communications transport configurations.

In terms of the software application side of the network, the system shall be integrated through a client-server relationship. A communications server application shall provide the data communications interface between as few as one to as many as hundreds of Machine Vision Processors (MVP) sensors (otherwise referred to as video detection cameras with built in processors) and a number of client applications. The client applications shall either be hosted on the same PC as the communications server or may be distributed over a local area network of PC's using the industry standard TCP/IP network protocol. Multiple client applications shall execute simultaneously on the same host or multiple hosts, depending on the network configuration. Additionally, a web-browser interface shall allow use of industry standard internet web browsers to connect to MVP sensors for setup, maintenance and playing digital streaming video.

Approved equal GRIDSMART systems shall track individual vehicles entering the field of vision through detection zones from one camera located in the intersection, collect 24-hour approach volume, turning movement, and vehicle classification count data, and signal performance metrics. Larger intersections may require 2 cameras to include all advanced detection zones.

#### **System Hardware**

The video detection system hardware shall consist of the following components:

- 1. A color, 22x zoom Machine Vision Processor (MVP) sensor.
- 2. A modular cabinet interface unit.
- 3. A communication interface panel.
- 4. Surge suppresser/ lightning protection.
- 5. A portable color monitor to be permanently placed within the signal controller cabinet.
- 6. All other necessary equipment for setup, maintenance and operation of the video detection system including but not limited to programming device and specialty tools.

The real-time performance shall be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate current detection state (on/off). The MVP sensor shall be capable of optionally storing cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates vary from 5 to 30 frames per second as a function of video quality and available bandwidth.

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The modular cabinet interface unit shall communicate directly with up to eight (8) MVP sensors and shall comply with form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs to a traffic signal controller.

The communications interface panel shall provide four (4) sets of three (3) electrical terminations for three wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensors.

The Gridsmart detection system shall consist of the following components and (part numbers):

- 3. One GRIDSMART ultra-wide angle fisheye camera with sealed enclosure. (GS-3-CAM) A second camera may be required at larger intersections as determined by the City Traffic Engineer.
- 4. One GRIDSMART GS2 Processing Unit, rack or shelf mount with two camera interface and GRIDSMART software. (GS-3-GS2)
- 5. One GRIDSMART TS2 Connector Kit for GS-3-GS2, includes SDLC connector to be used for TS2 environments. (GS2-TS2-OPT)
- 6. One SDLC Patch Cable, 6ft minimum. (WPS-SDLC)
- 7. One Swivel Bracket Camera Mounting Hardware with junction box and connector. (GS-3-SMC)
- 8. One Standard Cable Clamp, 66" cable length, natural aluminum finish. (SBC66-SCK)
- One Video Detection Camera Mounting Arm Pole, 90 degrees, 58". (GS-3-A58)
- 10. Up to 300 feet of Detection Comm Cable, Ethernet, Cat 5E 350Mhz, outdoor rated, direct burial, CMX, Shielded, Gel. (CAT5)

#### **System Software**

The MVP sensor embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming and vehicle detection processing. The detection shall be reliable, consistent and perform under all weather, lighting and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and perform basic configuration, maintenance and video streaming services.

There shall be a suite of client applications that reside on the host client/server PC. The applications shall execute under Microsoft Windows 7, Vista or XP. Client applications shall include:

- 1. Master network browser: Learn a network of connected modular cabinet interface units and MVP sensors, display basic information and launch applications software to perform operations within that system of sensors.
- 2. Configuration setup: Create and modify detector configurations to be executed on the MVP sensor and the modular cabinet interface unit.

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- 3. Operation log: Retrieve, display and save field hardware run-time operation logs of special events that have occurred.
- 4. Streaming video player: Play and record streaming video with flashing detector overlay.
- 5. Data retrieval: Fetch once or poll for traffic data and alarms and store on PC storage media.
- 6. Communications server: Provide fault-tolerant, real-time TCP/IP communications to/from all devices and client applications with full logging for systems integration.

The Gridsmart software system shall consist of the following:

- 1. The latest version of the GRIDSMART Client Software with virtual pan-tilt-zoom functionality. Shall allow the Engineer to configure, view, and manage intersection detection in real time. The system shall be able to automatically email the Engineer reports and alerts.
- 2. The latest version of the GRIDSMART Performance module which provides counting, classification, turning movements, and signal performance metrics. (GS-3-PFM)

Additional GRIDSMART software modules requested by the City Traffic Engineer may include, but are not limited to the following:

- 1. Performance Plus module
- 2. Pedestrian module
- 3. STREETSMART congestion management technology

#### Machine Vision Processor (MVP) Sensor

The MVP sensor shall be an integrated imaging color CCD array with zoom lens optics, high-speed, dual-core image processing hardware bundled into a sealed enclosure. The CCD array shall be directly controlled be the dual-core processor, thus providing high-quality video for detection that has virtually no noise to degrade detection performance. It shall be possible to zoom the lens as required for setup and operation. It shall provide JPEG video compression as well as standard MPEG-4 digital streaming video with flashing detector overlay. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated 22x zoom lens that can be changed using configuration computer software. The digital streaming video output and all data communications shall be transmitted over the three-wire power cable.

The MVP sensor shall operate on 110/220 VAC, 50/60Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts and the remaining 15 watts shall support an enclosure heater.

Placement of detection zones shall be by means of a PC with a Windows 7, Vista or XP operating system with a keyboard and mouse. The detection zones shall be superimposed on images of the traffic scenes and viewable as such on the PC monitor. The detection zones shall be created by using a mouse to draw the detection zones on the PC monitor. Using the mouse and keyboard it shall be possible to place, size and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector configurations from the PC to the MVP sensor and cabinet interface module, to retrieve the detector

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configuration that is currently running in the MVP sensor and to back up detector configurations by saving them to a PC storage device.

The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted thirty (30) feet or higher above the roadway, when the image sensor is adjacent to the desired coverage area and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that maximizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

#### **Modular Cabinet Interface Unit**

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring.

The modular cabinet interface unit shall be a simple interface card that plugs directly into a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only two (2) slots of the detector rack. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

#### **Communications Interface Panel**

The communications interface panel shall support up to eight (8) MVP sensors and shall accept 110/220 VAC, 50/60 Hz Power. The communications interface panel shall provide predefined wire termination blocks for MVP sensor power connections, a Broadband-over-Power-Line (BPL) transceiver to support up to 10Mb/s interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors and an interface connector to cable directly to the modular cabinet interface unit.

The communications interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts to each MVP sensor. Two 1.25 amp SLO-BLO fuses shall protect the communications interface panel.

#### **Surge Suppressor**

An EDCO CX06-BNCY or approved equal transient surge suppressor shall be provided for each MVP sensor.

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## Installation and Training

The product supplier of the video detection system shall supervise the installation and the testing of the video equipment. A factory certified representative from the manufacturer shall be on-site during installation. The factory representative shall install, make fully operational, and test the system as indicated on the intersection drawings and this specification.

One day of training shall be provided to personnel of the City of Federal Way and King County in the operation, set-up and maintenance of the video detection system. Instruction and materials shall be produced for a maximum of 7 persons and shall be conducted at the City of Federal Way City Hall or King County signal shop.

## 9-29.19 Pedestrian Push Buttons

(March 22, 2023 CFW GSP)

Section 9-29.19 is deleted and replaced with the following:

The Contractor shall provide and install accessible pedestrian pushbuttons and signs, as shown in the Plans. The position of the pedestrian pushbuttons shall be located in a manner such that the tactile arrow is aligned parallel to the direction of travel for the crosswalk which the pushbutton is intended to serve; however final positioning for the optimum effectiveness shall be approved by the Engineer. Accessible Pedestrian Pushbutton units shall be Campbell Company Guardian Model Advisor Guide Accessible Pedestrian Station (AGPS) or approved equal. The station shall have a black body color and white actuator button and shall meet the following requirements:

Pushbuttons shall be mounted to the poles by means of stainless steel bolts. All mountings shall be securely fastened as approved by the Engineer.

The sign legend to be used shall be sign designation R10-3e and shall be nine (9) inches by fifteen (15) inches. All mounting bolts shall be non-corrosive stainless steel

The pedestrian pushbutton housing shall be aluminum and shall be painted black. Unit(s) shall operate at a temperature range of -35C to 85C. Power requirements shall be 120 VAC, 60 Hz (100 ma, typical +/- 20%).

Pedestrian indicators shall include an audible speaker, call confirmation LED and vibrotactile arrow. The audible speaker shall be programmable to have a button locator tone, acknowledgement tone/message, walk cycle tone/message and clearance tone/message. The unit(s) shall have automatic volume controls for message strength over ambient noise levels. The walk tone/message shall be programmable to stop with the walk signal or other user settable time. The unit(s) shall be user settable for Accessible Pedestrian Signal (APS) message initiation with an extended press or on call.

The call confirmation LED shall be red with 160 degree view ability and once activated shall remain illuminated until the corresponding walk indication is given.

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An audible acknowledgement message of "WAIT" shall accompany each activation of the call confirmation LED.

The locator tone shall be active for a time of 0.15 seconds or less and shall repeat at 1 second intervals. The locator tone shall be intensity responsive to ambient sound and be audible from six (6) feet to twelve (12) feet from the pushbutton with a maximum of 5 dBA louder than ambient sound.

A walk cycle audible message shall be set for each pushbutton unit and shall be patterned after the model: "Broadway. Walk sign is on to cross Broadway." The walk cycle message shall be intensity responsive to ambient sound with a volume 5 dBA above ambient sound up to a maximum volume of 100 dBA. The walk cycle message shall be audible from the beginning of the associated crosswalk during the walk interval only.

The vibrotactile arrow shall be located on the pushbutton and shall have high visibility contrast of either light on dark or dark on light. The pushbutton units shall be installed in a manner such that the vibrotactile arrow is aligned parallel to the direction of travel for the crosswalk which the pushbutton is intended to serve. The vibrotactile arrow shall activate with the walk cycle.

## 9-29.20 Pedestrian Signals

(March 22, 2023 CFW GSP)

Section 9-29.20 is supplemented with the following:

The symbol message modules shall plug directly into the transformer or be solidstate modules.

Side mountings shall be clamshell mountings Type "E," as shown on WSDOT Standard Plan J-20.16 unless otherwise noted in the Plans. All terminal compartments shall be painted in the same manner as specified for signal housings. All pedestrian head mounting bolts shall be noncorrosive stainless steel. Where pedestrian signal heads are to be fastened to the vehicle signal pole, the Contractor shall securely attach the clamshell mounting to the pole using stainless steel Allen-head bolts.

Pedestrian display housings shall have a minimum depth capable of accommodating a Campbell Advisor Pedestrian Pushbutton Controller in the rear of the housing.

Pedestrian signals shall be LED Countdown units as manufactured by Dialite Corporation or approved equal per the specifications included in the appendices of these Special Provisions.

All pedestrian signal displays shall be the light emitting diode (LED) type with displays for "RAISED HAND", "WALKING PERSON" and a countdown timer. Each LED pedestrian signal module shall not require special tools for installation. The installation of an LED pedestrian module shall not require any modification to the housing. Each LED pedestrian module shall be a single, self-contained device, not requiring any on-site assembly for installation into any pedestrian signal

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housing. The power supply for the LED pedestrian module may be packaged as a separate module.

All pedestrian "RAISED HAND" modules and countdown timer display modules shall be Portland Orange and shall conform to current ITE Standards for size, chromaticity, and intensity. LED pedestrian "RAISED HAND" modules shall be manufactured with a matrix of AllnGaP LED light sources. All pedestrian "WALKING PERSON" modules shall be Lunar White and shall conform to current ITE Standards for size, chromaticity, and intensity. LED pedestrian "WALKING PERSON" modules shall be manufactured with a matrix of InGaN LED light sources. The "RAISED HAND" and "WALKING PERSON" message-bearing surfaces shall be filled (not outline) symbols. The LED pedestrian modules shall be operationally compatible with controller and conflict monitors on this Project.

The LED pedestrian module shall be rated for use in the ambient operating temperature range of minus 40 degrees C to 74 degrees C. Each LED pedestrian module shall be protected against dust and moisture intrusion per the NEMA Moisture Resistance STD 250-1991 for Type 4 enclosures to protect all internal components. The assembly, manufacturing, and mounting of the LED pedestrian module shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources. The manufacturer's name, trademark, serial number, and other necessary identification shall be permanently marked on the backside of the LED pedestrian module. LED signal pedestrian modules used on this Project shall be from the same manufacturer. A label shall be provided on the LED housing, and the Contractor shall mark the label with a permanent marker to note the installation date.

LED pedestrian modules shall operate at a maximum power consumption of 15W. Each LED pedestrian module shall be operated from a 60 plus 3-Hz AC line over a range of 80 VAC to 135 VAC. Nominal operating voltage for all measurements shall be 120 plus 3 volts rms. The LED circuitry shall prevent flicker at less than 100 Hz over the voltage range specified above. Fluctuations in the line voltage specified above shall not affect luminous intensity by more than plus 10 percent. The signal module on-board noise transients and low-repetition high-energy transients shall be as stated in Section 2.1.6, NEMA Standard TS-2, 1992. The individual LED light sources shall be wired so that catastrophic failure of any one LED light source will result in the loss of not more than 20 percent of the signal module light sources. LED pedestrian signal modules shall provide a power factor of 0.90, or greater, when operated at nominal operating voltage, and 25 degrees C. Total harmonic distortion induced into an AC power line by an LED pedestrian module shall not exceed 20 percent. Each LED pedestrian module and associated onboard circuitry shall meet Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electrical noise. Two secured, color-coded, 600V, 20AWG minimum, jacketed wires, conforming to the National Electric Code, rated for service at 105 degrees C, are to be provided for electrical connection.

LED signals shall show no evidence of illumination for input voltages below 35 volts. LED signals shall supply illumination current (unregulated) for all input

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voltages higher than 45 volts (and conform to appropriate intensity requirements specified above 80 volts).

The manufacturer shall provide a written warranty against defects in materials and workmanship for the LED signal modules for a period of 60 months and against loss of intensity below 50 percent of original values for a period of 36 months after installation of the modules. All warranty documentation shall be given to the Engineer prior to installation.

## 9-29.24 Service Cabinets (March 22, 2023 CFW GSP)

Section 9-29.24 is supplemented with the following:

The service cabinet shall be aluminum, and shall conform to Federal Way Drawing Number 3-45 included in the appendices of these Special Provisions. The unit shall be modified as necessary to meet all current requirements of the Department of Labor and Industries and Puget Sound Energy. The service cabinet shall be equipped with a lockable stainless steel handle and a three-point locking system. The service cabinet shall contain one (1) ground fault receptacle. Main breaker, branch breakers, and contactors shall be rated per the Breaker Schedule in the Plans.

The service cabinet shall be equipped with a door-in-door, dead-front assembly, which shall prevent the exposure of circuit breakers and wiring. Wiring shall be arranged so that any piece of apparatus may be removed without disconnecting any wiring, except the lead to that piece of apparatus. All wiring shall be appropriately marked with a permanent, indelibly marked, clip-sleeve wire marker. All wiring shall conform to NEMA Class II C.

The service cabinet shall be aluminum, and shall be a Skyline Electric Type ES-2EU or approved equal with Underwriters Laboratory label on the panel boards.

A copy of the wiring diagram shall be provided in a plastic holder mounted conveniently inside the service cabinet. Nameplates shall be provided for each control component and shall be embossed phenolic with white letters on black background. Nameplates shall be screw-fastened.

## SECTION 9-34 PAVEMENT MARKING MATERIAL

## 9-34.2 Paint

## 9-34.2(5) Low VOC Waterborne Paint (December 16, 2022 CFW GSP)

Section 9-34.2(5) is replaced with the following:

The City of Federal Way does not allow Low VOC Waterborne Paint.

## 9-34.3 Plastic

## 9-34.3(4) Type D – Liquid Cold Applied Methyl Methacrylate (March 13, 2012 CFW GSP)

Section 9-34.3(4) is supplemented with the following:

The methyl methacrylate (MMA) material shall be formulated as a long-life durable pavement marking system capable of providing a minimum of two years of

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continuous performance. The material shall be a catalyzed methyl methacrylate (MMA), wet-continuous reflective product and placed shall have a dry time (cure) to the touch of no more than 30 minutes. The material shall be capable of retaining reflective glass beads and ceramic micro-crystalline elements of the drop-on or spray-on type as specified by the manufacturer. The binder shall be lead free and suitable for bituminous and concrete pavements.

## 9-34.4 Glass Beads for Pavement Marking Materials (August 27, 2021 CFW GSP)

Section 9-34.4 is supplemented with the following:

**Methyl Methacrylate Pavement Markings Optics** 

#### **Glass Beads**

Surface-drop glass beads shall be the Swarco Series 3132 bead that has a Methacrylate compatible coupling agent approved by the material manufacturer.

Glass beads shall be applied at a rate of eight (8) to ten (10) pounds per one hundred square feet.

#### Reflective Elements

Surface-drop ceramic elements shall be the Series 50M or 70M with a Methacrylate compatible coupling agent approved by the material manufacturer. Elements shall meet or exceed a minimum initial value of 150 mcd for white and 125 mcd for yellow per ASTM 2176.

The reflective elements shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic. All "dry-performing" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All "wet performing" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the liquid oil immersion method.

There are two gradations for the reflective elements, standard size and "S" series. "S" series is a slightly finer gradation of elements compared to standard.

Element Gradations							
	Mass Percent Passing (ASTM D1214)						
US Mesh Micron Standard Elements "S" Sei							
12	1700	80-100	85-100				
14	1410	45-80	70-96				
16	1180	5-40	50-90				
18	1000	0-20	5-60				
20 850		0-7	0-25				
30	600		0-7				

A sample of reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000cc of

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distilled water. CAUTION: Always add the concentrated acid into the water, not the reverse.

The reflective elements are surface treated to optimize embedment and adhesion to the MMA binder. Elements treated for use with MMA shall have identification on packaging or label to indicate use with the MMA binder.

Reflective elements shall be applied at a rate of ten (10) grams per four (4) inch wide by one (1) linear foot of marking.

#### Reflectance

Typical initial retro reflectance values are shown in the Table below. Typical retro reflectivity is averaged over many readings. Minimum Retro reflectivity results represent average performance for smooth pavement surfaces. Values represent both standard and "S" Series elements. Results may vary due to differences in pavement type and surface roughness. Increased element drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. The initial retro reflectance of a single installation shall be the average value determined by the measurement procedures outlined in ASTM E 1710, using a 30-meter (98.4 feet) retro-reflectometer. RL shall be expressed in units of millicandelas per square foot per foot-candle [mcd(ft-2)(fc-1)].

The optics incorporated into the pavement marking system shall be tested and certified by an independent laboratory to meet ASTM E2177 for wet-recovery and ASTM E2176 for wet-continuous performance levels.

The pavement marking system installed shall meet a minimum Dry reflectance value of 700 MCD/M2/LX for white pavement markings and 500 MCD/M2/LX for yellow pavement markings and wet-recovery (as described by ASTM 2177) reflectance value of 375 MCD/M2/LX for white pavement markings and 280 MCD/M2/LX for yellow pavement markings, and wet-continuous (as described by ASTM 2176 testing) reflectance values of 150 MCD/M2/LX for white pavement markings and 125 MCD/M2/LX for yellow pavement markings as measured with a 30 meter device approved by the Traffic Engineering Division (TED).

The Contractor will be required to take and record readings every 500 feet utilizing a 30 meter device approved by the Traffic Engineering Division. These readings shall be recorded on the daily report and submitted to the project engineer at the end of each work day or shift.

Minimum Initial Retro Reflectance Values					
White Yellow					
Dry (ASTM E1710)	700	500			
Wet recovery (ASTM E2177)	375	280			
Wet continuous (ASTM E2176)	150	125			

9-35.5 Portable Changeable Message Signs (January 10, 2022, WSDOT GSP, Option 1.2023) Section 9-35.5 is revised to read:

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PCMS, mPCMS, and truck mounted PCMS shall meet the requirements of the MUTCD and the following general requirements:

- Use light emitting diode (LED) technology capable of emitting a yellow or amber image when displayed with a flat black image matching the background when not activated.
- 2. Be capable of displaying 3-lines of at least 8 alphanumeric characters with a minimum of one pixel separation between each line.
- 3. Be capable of displaying 2 phases of messages at 2.0 second display each in addition to 3 phases of messages at 1.5 second display each.
- 4. PCMS characters shall be at least 18 inches in height.
- 5. mPCMS characters shall be at least 12 inches in height.
- 6. Truck-mounted PCMS characters shall be at least 10 inches in height.
- 7. The sign display shall be covered by a stable, impact resistant polycarbonate face. The sign face shall be non-glare from all angles and shall not degrade due to exposure to ultraviolet light.
- 8. Be capable of simultaneously activating all pixels for the purpose of pixel diagnostics. This feature shall not occur when the sign is displaying an active message.
- 9. The light source shall be energized only when the sign is displaying an active message.
- 10. Primary source of power shall be solar power with a battery backup to provide continuous operation when failure of the primary power source occurs.
- 11. The sign controller software shall be NTCIP compliant.

The PCMS panels and related equipment shall be permanently mounted on a trailer or truck with all needed controls and power generating equipment.

## 8-34.8 Emergency Trail Markers

Section 8-34.8 is supplemented with the following:

(\*\*\*\*\*)

Emergency trail markers are to be as per the detail provided in the plans, manufactured by das Manufacturing available via www.dasmanufacturing.com or 800-459-6024.

Add the following as a new section:

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(\*\*\*\*\*)

## 9-37 SITE FURNISHINGS

#### 9-37.1 Crushed Gravel Base Course

Crushed Gravel Base Course shall be Crushed Surfacing Base Course per 9-03.9(3).

## 9-37.2 Caste-In-Place Concrete

Type 1L cement is only allowed for use within the City of Federal Way. See Special Provision section 9-01.2

Concrete shall comply with the following criteria:

Compressive strength (ASTM C39) shall be a minimum 4,000 psi at twenty-eight (28) days.

Slump range (ASTM C143) shall be two (2) to four (4) inches.

All course and fine washed aggregate shall consist of hard, tough, durable particles free from foreign materials and without a clay, silt, or dust layer. Aggregates shall conform to ASTM C88. Aggregate gradation shall conform to ASTM C33. The maximum size of coarse aggregate shall be three-fourths (3/4) inch.

Water used in the concrete mix shall be clear and free from injurious amounts of oil, salts, acid, alkali, organic matter, or other deleterious substances. Do not re-temper mix by adding water in the field.

## 9-37.3 Trail Rules Sign

Trail Rules Sign shall be a fabricate steel structure with concrete footing as shown on the Plans. Painted finish of steel shall match color of existing Trail Rules Signs within the City of Federal Way. Paint shall be Tnemec paint, suitable for application to steel in exterior environments, or acceptable equal.

Graphic Panels shall be suitable rigid metal material for outdoor sign applications. Contractor to submit sample and manufacturer specifications for three (3) manufacturer options to Engineer for review and selected option for approval prior to installation. Graphic content available from the Owner.

Hardware, fasteners, anchors shall be stainless-steel, Type 316, tamper proof.

## 9-37.4 Trail Entry Sign

Trail Entry Sign shall be cast-in-place concrete, and shall be Class 4000 cement concrete per Section 6-02 of the WSDOT Standard Specifications. Finish shall be uniform smooth non-granular-texture finish such as grout-cleaned troweled or sacked finish with a high-cement-ratio paste, as approved by Engineer.

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Pigmented Sealer shall conform to the requirements of WSDOT Standard Specification Section 9-08.3. Color: Washington Grey with anti-graffiti coating.

Graphic Panels shall be suitable rigid metal for outdoor sign applications. Contractor to submit sample and manufacturer specifications for three (3) manufacturer options to Engineer for review and selected option for approval prior to installation. Graphic content available from the Owner.

Hardware, fasteners, anchors shall be stainless-steel, Type 316, tamper proof.

## 9-37.5 Waste Receptacle

Waste Receptacles shall be #84-32 CRV-30-DM by DuMor, Inc., or acceptable equal. Waste Receptacles shall have side opening, domed top lid, and 32-gallon plastic liner. All steel members coated with zinc rich epoxy and finished with polyester powder coating; color standard black. Waste Receptacles shall be surface mounted with anchor bolts as recommended by the manufacture. Waste Receptacles available from:

DuMor Mifflintown, PA 17059 425.313.9161 sales@nwplayground.com

## 9-37.6 Bench

Benches shall be 160 Series #3AR-Q01 by DuMor, Inc., or acceptable equal. Benches shall be Backed, 75" long, with side and middle arm rests, with 2" x 10" plaques. All steel members coated with zinc rich epoxy and finished with polyester powder coating; color standard black. Benches shall be surface mounted with anchor bolts as recommended by the manufacture. Benches available from:

DuMor Mifflintown, PA 17059 425.313.9161 sales@nwplayground.com

## 9-37.7 Dog Waste Station

Dog Waste Station shall be "Mini Dispenser Station" as manufactured by Mutt Mitt, or acceptable equal. Dog Waste Station shall be standard green with 2-ply mutt mitts, Model Number #1000. Dog Waste Station available from:

Mutt Mitt
San Diego, CA 92128
800.697.6084
customerservice@bowwowwaste.com

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## **Standard Plans**

## (January 9, 2023 WSDOT)

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2022 is made a part of this contract.

The Standard Plans are revised as follows:

## A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

B-90.40

Valve Detail - DELETED

C-8

DELETED

C-8A

DELETED

## C-20.42

Plan View (Case 22A-31), callout, was; "BEAM GUARDRAIL ANCHOR TYPE 10 PAY LIMIT" is revised to read; "BEAM GUARDRAIL ANCHOR TYPE 11 PAY LIMIT"

C-23.60

**DELETED** 

### C-23.70

Sheet 1, Detail A, callout, was – "EIGHT 5/8" X ½" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5) "is revised to read: "EIGHT 5/8" X 1-1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5)".

Sheet 2, ANCHOR RAIL ELEMENT DÉTAIL and associated Enlarged Detail, ¾" Diameter hole pattern (8 holes), callout, "3/4" DIAMETER HOLE (TYP.)" is revised to read: "29/32" x 1 1/8" (IN) SLOT (TYP.)"

D-2.04

**DELETED** 

D-2.06

DELETED

D-2.08

**DELETED** 

D-2.32

**DELETED** 

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D-2.34 DELETED

D-2.60 DELETED

D-2.62 DELETED

D-2.64 DELETED

D-2.66 DELETED

D-2.68 DELETED

D-2.80 DELETED

D-2.88 DELETED

D-3.15 DELETED

D-3.16 DELETED

D-3.17 DELETED

#### D-3.10

Sheet 1, Typical Section, callout – "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15" is revised to read; "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

Sheet 1, Typical Section, callout – "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16" is revised to read; "FOR THE WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

#### D-3.11

Sheet 1, Typical Section, callout – ""B" BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "B" BARRIER APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE

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STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAP OR MOMENT SLAB (SEE CONTRACT PLANS)

## D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

## D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

#### D-10.30

Wall Type 5 may be used in all cases.

#### D-10.35

Wall Type 6 may be used in all cases.

## D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

## D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

#### D-15.10

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

### D-15.20

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

#### D-15.30

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.18

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Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3"." - DELETED

## J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6'-3" is revised to read: 7'-3". Type 342LX / NEMA P44=5'-10" is revised to read: 6'-10" Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:, "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN)"

## J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

## J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

### J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

#### J-20.10

Elevation View, horizontal dimension to edge of sidewalk 1" (IN) OR LESS DESIRABLE ~ 18" (IN) MAXIMUM is revised to read: "10" (IN) MAXIMUM"

## J-20.26

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

## J-20.16

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

### J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2  $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2  $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from

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the 2  $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

## J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1  $\frac{1}{2}$ " DIAM., is revised to read; CHASE NIPPLE ~ 1  $\frac{1}{2}$ " (IN) DIAM.

#### J-21.16

Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

#### J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was – LOCK NIPPLE ~ 1  $\frac{1}{2}$ " DIAM. is revised to read; CHASE NIPPLE ~ 1  $\frac{1}{2}$ " (IN) DIAM.

## J-40.10

Sheet 2 of 2, Detail F, callout, " $12-13 \times 1 \frac{1}{2}$ " S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; " $12-13 \times 1 \frac{1}{2}$ " S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

## J-40.36

Note 1, second sentence: "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read: "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

#### J-40.37

Note 1, second sentence: "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read: "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

### J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

## <u>J-75.41</u> DELETED

#### J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be -G-90.20.

## K-80.20 DELETED

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### L-5.10

Sheet 2, Typical Elevation, callout – "2" – 0" MIN. LAP SPLICE BETWEEN (mark) A #3 BAR AND WALL REINFORCEMENT ~ TYPICAL" is revised to read: "2" – 0" MIN. LAP SPLICE BETWEEN (MARK) A #4 BAR AND WALL REINFORCEMENT ~ TYPICAL" Section C, callout; "(mark) A #3 is revised to read: "(mark) A #4", callout – "(mark) B #3" is revised to read: "(mark) B #4", callout – "(mark) C #3 TIE" is revised to read: "(mark) C #4 TIE"

Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg." is revised to read: "123 deg.", callout – "51 deg." is revised to read: "57 deg."

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-10.10-008/7/07	A-30.35-0010/12/07	A-50.10-018/17/21
A-10.20-0010/5/07	A-40.00-017/6/22	A-50.40-018/17/21
A-10.30-0010/5/07	A-40.10-047/31/19	A-60.10-0312/23/14
A-20.10-008/31/07	A-40.15-008/11/09	A-60.20-0312/23/14
A-30.10-0011/8/07	A-40.20-041/18/17	A-60.30-016/28/18
A-30.30-016/16/11	A-40.50-0212/23/14	A-60.40-008/31/07
B-5.20-039/9/20 B-5.40-021/26/17 B-5.60-023/2/18 B-10.20-028/17/21 B-10.70-028/17/21 B-15.20-012/7/12 B-15.40-012/7/12 B-15.60-021/26/17 B-20.20-023/16/12 B-20.40-042/27/18 B-25.20-023/15/12 B-25.60-033/15/12 B-25.60-032/27/18 B-30.05-009/9/20 B-30.10-032/27/18 B-30.20-042/27/18 B-30.30-032/27/18 B-30.30-032/27/18	B-30.50-032/27/18 B-30.60-009/9/20 B-30-70-042/27/18 B-30.80-012/27/18 B-30.90-021/26/17 B-35.20-006/8/06 B-40.20-006/8/06 B-40.40-021/26/17 B-45.20-017/11/17 B-45.40-017/21/17 B-50.20-006/1/06 B-55.20-038/17/21 B-60.20-029/9/20 B-60.40-012/27/18 B-65.20-014/26/12 B-65.40-006/1/06 B-70.20-003/15/22 B-70.60-011/26/17	B-75.20-038/17/21 B-75.50-016/10/08 B-75.60-006/8/06 B-80.20-006/8/06 B-80.40-006/1/06 B-85.10-016/10/08 B-85.20-006/1/06 B-85.30-006/1/06 B-85.50-016/10/08 B-90.10-006/8/06 B-90.20-006/8/06 B-90.30-006/8/06 B-90.30-006/8/06 B-90.40-011/26/17 B-90.50-006/8/06 B-95.20-028/17/21 B-95.40-016/28/18
C-19/8/22	C-22.40-099/8/22	C-60.70-019/8/22
C-1b9/8/22	C-22.45-069/8/22	C-60.80-019/8/22
C-1d10/31/03	C-23.70-008/22/22	C-70.15-008/17/21
C-2c8/12/19	C.24.10-037/24/22	C-70.10-038/17/21
C-4f8/12/19	C-24.15-003/15/22	C-75.10-029/16/20
C-6a9/8/22	C-25.20-078/20/21	C-75.20-038/20/21

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C-7	C-25.22-068/20/21 C-25.26-058/20/21 C-25.30-018/20/21 C-25.80-058/12/19 C-60.10-029/8/22 C-60.15-008/17/21 C-60.20-019/8/22 C-60.30-018/17/21 C-60.40-008/17/21 C-60.45-008/17/21 C-60.50-008/17/21	C-75.30-038/21/20 C-80.10-029/16/20 C-80.20-016/11/14 C-80.30-028/20/21 C-80.40-016/11/14 C-85.10-004/8/12 C-85.11-019/16/20 C-85.15-028/27/21 C-85-18-039/8/22
D-2.36-036/11/14 D-2.46-028/13/21 D-2.84-0011/10/05 D-2.92-014/26/22 D-3.09-005/17/12 D-3.10-015/29/13 D-3.11-036/11/14 E-12/21/07		D-10.35-007/8/08 D-10.40-0112/2/08 D-10.45-0112/2/08
E-25/29/98	E-4a8/27/03	
F-10.12-049/24/20 F-10.16-0012/20/06 F-10.18-033/28/22 F-10.40-049/24/20 F-10.42-001/23/07  G-10.10-009/20/07 G-20.10-038/20/21 G-22.10-046/28/18 G-24.10-0011/8/07 G-24.20-012/7/12 G-24.30-026/28/18 G-24.40-076/28/18 G-24.50-058/7/19 G-24.60-056/28/18 G-25.10-059/16/20	F-10.64-034/22/14	F-40.15-049/25/20 F-40.16-036/29/16 F-45.10-038/13/21 F-80.10-047/15/16
H-10.10-007/3/08 H-10.15-007/3/08 H-30.10-0010/12/07	H-32.10-009/20/07 H-60.10-017/3/08 H-60.20-017/3/08	H-70.10-028/17/21 H-70.20-028/17/21
I-10.10-018/11/09 I-30.10-023/22/13 I-30.15-023/22/13 I-30.16-017/11/19 I-30.17-016/12/19	I-30.20-009/20/07 I-30.30-026/12/19 I-30.40-026/12/19 I-30.60-026/12/19 I-40.10-009/20/07	I-40.20-009/20/07 I-50.20-016/10/13 I-60.10-016/10/13 I-60.20-016/10/13 I-80.10-027/15/16

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J-05.50-008/30/22	J-28.10-028/7/19	J-50.25-006/3/11
J-107/18/97	J-28.22-008/07/07	J-50.30-006/3/11
J-10.10-049/16/20	J-28.24-029/16/20	J-60.05-017/21/16
J-10.12-009/16/20	J-28.26-0112/02/08	J-60.11-005/20/13
J-10.14-009/16/20	J-28.30-036/11/14	J-60.12-005/20/13
J-10.15-016/11/14	J-28.40-026/11/14	J-60.13-006/16/10
J-10.16-028/18/21	J-28.42-016/11/14	J-60.14-017/31/19
J-10.17-028/18/21	J-28.43-016/28/18	J-75.10-027/10/15
J-10.18-028/18/21	J-28.45-037/21/16	J-75.20-017/10/15
J-10.20-048/18/21	J-28.50-037/21/16	J-75.30-027/10/15
J-10.21-028/18/21	J-28.60-038/27/21	J-75.50-008/30/22
J-10.22-028/18/21	J-28.70-048/30/22	J-75.55-008/30/22
J-10.25-007/11/17	J-29.10-028/26/22	J-80.05-008/30/22
J-10.26-008/30/22	J-29.15-017/21/16	J-80.10-018/18/21
J-12.15-006/28/18	J-29.16-027/21/16	J-80.12-008/18/21
J-12.16-006/28/18	J-30.10-018/26/22	J-80.15-006/28/18
J-15.10-016/11/14	J-40.01-008/30/22	J-81.10-028/18/21
J-15.15-027/10/15	J-40.05-007/21/16	J-81.12-009/3/21
J-20.01-008/30/22	J-40.10-044/28/16	J-84.05-008/30/22
J-20.10-047/31/19	J-40.20-034/28/16	J-86.10-006/28/18
J-20.11-037/31/19	J-40.30-044/28/16	J-90.10-036/28/18
J-20.15-036/30/14	J-40.35-015/29/13	J-90.20-036/28/18
J-20.16-026/30/14	J-40.36-027/21/17	J-90.21-026/28/18
J-20.20-025/20/13	J-40.37-027/21/17	J-90.50-006/28/18
J-20.26-017/12/12	J-40.38-015/20/13	3 33.33 33
J-21.10-046/30/14	J-40.39-005/20/13	
J-21.15-016/10/13		
	J-40.40-027/31/19	
J-21.16-016/10/13	J-45.36-007/21/17	
J-21.17-016/10/13	J-50.05-007/21/17	
J-21.20-016/10/13	J-50.10-017/31/19	
J-22.15-027/10/15	J-50.11-027/31/19	
J-22.16-037/10/15	J-50.12-028/7/19	
J-26.10-037/21/16	J-50.13-018/30/22	
J-26.15-015/17/12	J-50.15-017/21/17	
J-26.20-016/28/18	J-50.16-013/22/13	
J-27.10-017/21/16	J-50.18-008/7/19	
J-27.15-003/15/12		
J-28.01-008/30/22	J-50.20-006/3/11	
K-70.20-016/1/16	K-80.32-008/17/21	K-80.35-019/16/20
K-80.10-029/25/20	K-80.34-008/17/21	K-80.37-019/16/20
L-5.10-009/19/22	L-20.10-037/14/15	L-40.20-026/21/12
L-5.15-009/19/22	L-30.10-026/11/14	L-70.10-015/21/08
L-10.10-026/21/12	L-40.15-016/16/11	L-70.20-015/21/08
L 10.10-020/21/12	L-70.10-010/10/11	L-70.20-01J/21/00
M 1 20 04 0/25/20	M 11 10 04 9/0/00	M 40 20 00 40/42/07
M-1.20-049/25/20	M-11.10-048/2/22	M-40.20-0010/12/07
M-1.40-039/25/20	M-12.10-038/2/22	M-40.30-017/11/17

**CITY OF FEDERAL WAY** 

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #23-014

M-1.60-039/25/20	M-15.10-012/6/07	M-40.40-009/20/07
M-1.80-036/3/11	M-17.10-027/3/08	M-40.50-009/20/07
M-2.20-037/10/15	M-20.10-048/2/22	M-40.60-009/20/07
M-2.21-007/10/15	M-20.20-024/20/15	M-60.10-016/3/11
M-3.10-049/25/20	M-20.30-042/29/16	M-60.20-038/17/21
M-3.20-048/2/22	M-20.40-036/24/14	M-65.10-038/17/21
M-3.30-049/25/20	M-20.50-026/3/11	M-80.10-016/3/11
M-3.40-049/25/20	M-24.20-024/20/15	M-80.20-006/10/08
M-3.50-039/25/20	M-24.40-024/20/15	M-80.30-006/10/08
M-5.10-039/25/20	M-24.60-046/24/14	
M-7.50-011/30/07	M-24.65-007/11/17	
M-9.50-026/24/14	M-24.66-007/11/17	
M-9.60-002/10/09	M-40.10-036/24/14	

## **END DIVISION 9**

**CITY OF FEDERAL WAY** 

Pacific Highway Non-Motorized Corridor Project 16<sup>th</sup> Ave S – Phase 1 PROJECT #36219 / RFB #23-014

# 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: 06/21/2024

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note	*Risk Class
King	<u>Asbestos Abatement Workers</u>	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		<u>View</u>
King	<u>Boilermakers</u>	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		<u>View</u>
King	Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<b>Building Service Employees</b>	Janitor	\$29.33	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Building Service Employees	Traveling Waxer/Shampooer	\$29.78	<u>5S</u>	<u>2F</u>		<u>View</u>
King	<b>Building Service Employees</b>	Window Cleaner (Non-Scaffold)	\$32.93	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Building Service Employees	Window Cleaner (Scaffold)	\$33.93	<u>5S</u>	<u>2F</u>		<u>View</u>
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		1		<u>View</u>
King	<u>Carpenters</u>	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Carpenters</u>	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Carpenters	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Building General	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Finish Colored Concrete	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>

King	Cement Masons	Floor Grinding	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Floor Grinding/Polisher	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Green Concrete Saw, self- powered	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Grouting of all Plates	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Gunite Nozzleman	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Hand Powered Grinder	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Journey Level	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Patching Concrete	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Pneumatic Power Tools	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Power Chipping & Brushing	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Sand Blasting Architectural Finish	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Screed & Rodding Machine	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Troweling Machine Operator	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	<u>Cement Masons</u>	Troweling Machine Operator on Colored Slabs	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	Cement Masons	Tunnel Workers	\$72.87	<u>15J</u>	<u>4U</u>		<u>View</u>
King	<u>Divers &amp; Tenders</u>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Dive Supervisor/Master	\$93.94	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Diver	\$129.71	<u>15J</u>	<u>4C</u>	<u>8V</u>	<u>View</u>
King	Divers & Tenders	Diver On Standby	\$88.94	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Diver Tender	\$80.82	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Divers &amp; Tenders</u>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	<u>15J</u>	<u>4C</u>		<u>View</u>

King	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Manifold Operator	\$80.82	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Divers &amp; Tenders</u>	Remote Operated Vehicle Operator/Technician	\$80.82	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Dredge Workers</u>	Assistant Engineer	\$79.62	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Dredge Workers</u>	Assistant Mate (Deckhand)	\$79.01	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Dredge Workers</u>	Boatmen	\$79.62	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Dredge Workers</u>	Engineer Welder	\$81.15	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Dredge Workers</u>	Leverman, Hydraulic	\$82.77	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Dredge Workers</u>	Mates	\$79.62	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Dredge Workers</u>	Oiler	\$79.01	<u>5D</u>	<u>3F</u>		<u>View</u>
King	<u>Drywall Applicator</u>	Journey Level	\$75.73	<u>150</u>	<u>11S</u>		<u>View</u>
King	<u>Drywall Tapers</u>	Journey Level	\$75.73	<u>150</u>	<u>11S</u>		<u>View</u>
King	<u>Electrical Fixture Maintenance</u> <u>Workers</u>	Journey Level	\$38.69	<u>5L</u>	<u>1E</u>		<u>View</u>
King	<u>Electricians - Inside</u>	Cable Splicer	\$109.35	<u>7C</u>	<u>4E</u>		<u>View</u>
King	Electricians - Inside	Cable Splicer (tunnel)	\$117.52	<u>7C</u>	<u>4E</u>		<u>View</u>
King	<u>Electricians - Inside</u>	Certified Welder	\$105.63	<u>7C</u>	<u>4E</u>		<u>View</u>
King	<u>Electricians - Inside</u>	Certified Welder (tunnel)	\$113.43	<u>7C</u>	<u>4E</u>		<u>View</u>
King	<u>Electricians - Inside</u>	Construction Stock Person	\$51.53	<u>7C</u>	<u>4E</u>		<u>View</u>
King	<u>Electricians - Inside</u>	Journey Level	\$101.92	<u>7C</u>	<u>4E</u>		<u>View</u>
King	<u>Electricians - Inside</u>	Journey Level (tunnel)	\$109.35	<u>7C</u>	<u>4E</u>		<u>View</u>
King	<u>Electricians - Motor Shop</u>	Journey Level	\$48.68	<u>5A</u>	<u>1B</u>		<u>View</u>
King	<u>Electricians - Powerline</u> <u>Construction</u>	Cable Splicer	\$93.00	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Certified Line Welder	\$85.42	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Groundperson	\$55.27	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Meter Installer	\$55.27	<u>5A</u>	<u>4D</u>	<u>8W</u>	<u>View</u>
King	Electricians - Powerline Construction	Pole Sprayer	\$85.42	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electricians - Powerline Construction	Powderperson	\$63.50	<u>5A</u>	<u>4D</u>		<u>View</u>
King	Electronic Technicians	Journey Level	\$65.66	<u>7E</u>	<u>1E</u>		<u>View</u>
King	Elevator Constructors	Mechanic	\$111.26	<u>7D</u>	<u>4A</u>		<u>View</u>
King	Elevator Constructors	Mechanic In Charge	\$120.27	<u>7D</u>	<u>4A</u>		View

King	<u>Fabricated Precast Concrete</u>	All Classifications - In-Factory	\$21.34	<u>5B</u>	<u>1R</u>		<u>View</u>
1/÷	Products  For an Experience	Work Only	¢50.07	451	440	0)/	\/:
King	Fence Erectors	Fence Erector	\$50.07	15J	<u>11P</u>	8Y	<u>View</u>
King	Fence Erectors	Fence Laborer	\$50.07	15J	<u>11P</u>	8Y	<u>View</u>
King	<u>Flaggers</u>	Journey Level	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Glaziers	Journey Level	\$79.16	<u>7L</u>	<u>1Y</u>		<u>View</u>
King	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	<u>15H</u>	<u>11C</u>		<u>View</u>
King	Heating Equipment Mechanics	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>		<u>View</u>
King	Hod Carriers & Mason Tenders	Journey Level	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Industrial Power Vacuum Cleaner	Journey Level	\$16.28		1		<u>View</u>
King	<u>Inland Boatmen</u>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<u>View</u>
King	<u>Inland Boatmen</u>	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<u>View</u>
King	<u>Inland Boatmen</u>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<u>View</u>
King	<u>Inland Boatmen</u>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<u>View</u>
King	<u>Inland Boatmen</u>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		<u>View</u>
King	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>		View
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	<u>15M</u>	<u>110</u>		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	<u>15M</u>	<u>110</u>		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	<u>15M</u>	<u>110</u>		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	<u>15M</u>	<u>110</u>		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	<u>15M</u>	<u>110</u>		<u>View</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	<u>15M</u>	110		<u>View</u>
King	Insulation Applicators	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		<u>View</u>
King	<u>Ironworkers</u>	Journeyman	\$87.80	<u>15K</u>	<u>11N</u>		<u>View</u>
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Airtrac Drill Operator	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Ballast Regular Machine	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
King	<u>Laborers</u>	Batch Weighman	\$50.07	15J	<u>11P</u>	<u>8Y</u>	View
King	<u>Laborers</u>	Brick Pavers	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
King	<u>Laborers</u>	Brush Cutter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
King	Laborers	Brush Hog Feeder	\$59.07	<u>15J</u>	11P	8Y	View
King	Laborers	Burner	\$59.07	15J	11P	8Y	View
King	Laborers	Caisson Worker	\$60.90	15J	11P	8Y	View
King	Laborers	Carpenter Tender	\$59.07	15J	11P	8Y	View
King	Laborers	Cement Dumper-paving	\$60.15	15J	11P	<u>8Y</u>	View

King	<u>Laborers</u>	Cement Finisher Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Change House Or Dry Shack	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Choker Setter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Chuck Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Clary Power Spreader	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Clean-up Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Concrete Dumper/Chute Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Concrete Form Stripper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Concrete Placement Crew	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Concrete Saw Operator/Core Driller	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Crusher Feeder	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Curing Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Ditch Digger	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Diver	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Dry Stack Walls	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Dump Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Epoxy Technician	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Erosion Control Worker	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Faller & Bucker Chain Saw	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Fine Graders	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Firewatch	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Form Setter	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Gabian Basket Builders	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	General Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Grade Checker & Transit Person	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Grinders	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Grout Machine Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Groutmen (Pressure) Including Post Tension Beams	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Guardrail Erector	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Hazardous Waste Worker (Level A)	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Hazardous Waste Worker (Level B)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Hazardous Waste Worker (Level C)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	High Scaler	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Jackhammer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Laserbeam Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>

King	<u>Laborers</u>	Maintenance Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Manhole Builder-Mudman	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Material Yard Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Mold Abatement Worker	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Motorman-Dinky Locomotive	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	View
King	<u>Laborers</u>	Pavement Breaker	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pilot Car	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pipe Layer (Lead)	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pipe Layer/Tailor	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pipe Pot Tender	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pipe Reliner	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pipe Wrapper	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Pot Tender	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Powderman	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Powderman's Helper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Power Jacks	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Railroad Spike Puller - Power	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Raker - Asphalt	\$62.49	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Re-timberman	\$60.90	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Remote Equipment Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Rigger/Signal Person	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Rip Rap Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Rivet Buster	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Rodder	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Scaffold Erector	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Scale Person	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Sloper (Over 20")	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Sloper Sprayer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Spreader (Concrete)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Stake Hopper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Stock Piler	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Swinging Stage/Boatswain Chair	\$50.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Tamper (Multiple & Self- propelled)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Topper	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Track Laborer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>

King	<u>Laborers</u>	Track Liner (Power)	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Traffic Control Laborer	\$53.54	<u>15J</u>	<u>11P</u>	<u>9C</u>	<u>View</u>
King	<u>Laborers</u>	Traffic Control Supervisor	\$56.73	<u>15J</u>	<u>11P</u>	<u>9C</u>	<u>View</u>
King	<u>Laborers</u>	Truck Spotter	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Tugger Operator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	<u>15J</u>	<u>11P</u>	<u>9B</u>	<u>View</u>
King	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Laborers	Tunnel Work-Miner	\$62.59	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Vibrator	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Vinyl Seamer	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Watchman	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Welder	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Well Point Laborer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers</u>	Window Washer/Cleaner	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	General Laborer & Topman	\$59.07	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	Pipe Layer	\$60.15	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	<u>Landscape Construction</u>	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	<u>15J</u>	<u>11P</u>	<u>8Y</u>	<u>View</u>
King	Landscape Construction	Landscape Operator	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Landscape Maintenance	Groundskeeper	\$17.87		1		<u>View</u>
King	Lathers	Journey Level	\$75.73	<u>150</u>	<u>11S</u>		<u>View</u>
King	Marble Setters	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17	<u>15l</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	General Laborer	\$30.07	<u>15l</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Mechanic	\$43.63	<u>15l</u>	<u>11E</u>		<u>View</u>
King	Metal Fabrication (In Shop)	Welder/Burner	\$39.28	<u>15l</u>	<u>11E</u>		<u>View</u>
King	<u>Millwright</u>	Journey Level	\$76.51	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Modular Buildings	Cabinet Assembly	\$16.28		<u>1</u>		<u>View</u>
King	Modular Buildings	Electrician	\$16.28		<u>1</u>	1	<u>View</u>

King	Modular Buildings	Equipment Maintenance	\$16.28		<u>1</u>		View
King	Modular Buildings	Plumber	\$16.28		<u> </u>		View
King	Modular Buildings	Production Worker	\$16.28		<u> </u>		View
King	Modular Buildings	Tool Maintenance	\$16.28		<u> </u>		View
King	Modular Buildings	Utility Person	\$16.28		1		View
King	Modular Buildings	Welder	\$16.28		1		View
King	<u>Painters</u>	Journey Level	\$51.71	<u>6Z</u>	<u>11J</u>		View
King	Pile Driver	Crew Tender	\$80.82	<u></u> 15J	<u>4C</u>		View
King	Pile Driver	Journey Level	\$75.41	15J	4C		View
King	<u>Plasterers</u>	Journey Level	\$70.91	<u>7Q</u>	1 <u>R</u>		View
King	Plasterers	Nozzleman	\$74.91	7Q	1R		View
King	Playground & Park Equipment Installers	Journey Level	\$16.28		1		View
King	Plumbers & Pipefitters	Journey Level	\$103.19	<u>6Z</u>	<u>1G</u>		View
King	Power Equipment Operators	Asphalt Plant Operators	\$83.62	 15J	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Assistant Engineer	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Barrier Machine (zipper)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Batch Plant Operator: concrete	\$82.88	<u>15J</u>	<u>11G</u>	8X	View
King	Power Equipment Operators	Boat Operator	\$83.95	<u>7A</u>	<u>11H</u>	8X	View
King	Power Equipment Operators	Bobcat	\$78.65	 15J	11G	8X	View
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Brooms	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Bump Cutter	\$82.88	15J	<u>11G</u>	8X	View
King	Power Equipment Operators	Cableways	\$83.62	15J	<u>11G</u>	8X	View
King	Power Equipment Operators	Chipper	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Compressor	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Conveyors	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Crusher	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Derricks, On Building Work	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Dozers D-9 & Under	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Drilling Machine	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Gradechecker/Stakeman	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Guardrail Punch	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Leverman	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Loaders, Plant Feed	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
King	Power Equipment Operators	Locomotives, All	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Material Transfer Device	\$82.88	15J	11G	8X	View
King	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	View
King	Power Equipment Operators	Motor Patrol Graders	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators</u>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators</u>	Overhead, bridge type: 100 tons and over	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Pavement Breaker	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Posthole Digger, Mechanical	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Power Plant	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Pumps - Water	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Rigger and Bellman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Rollagon	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Saws - Concrete	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators	Service Engineers: Equipment	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Slipform Pavers	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Spreader, Topsider & Screedman	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Subgrader Trimmer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Tower Bucket Elevators	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Trenching Machines	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Welder	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators	Yo Yo Pay Dozer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Asphalt Plant Operators	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
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	Underground Sewer & Water	Equipment					
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Brooms	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Bump Cutter	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Cableways	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Chipper	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Compressor	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Concrete Finish Machine - Laser Screed	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Conveyors	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Crusher	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Deck Engineer/Deck Winches (power)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Leverman	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>

King	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.48	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$82.25	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Welder	\$83.62	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$78.65	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$82.88	<u>15J</u>	<u>11G</u>	<u>8X</u>	<u>View</u>
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	<u>5A</u>	<u>4A</u>		<u>View</u>

King	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	<u>5A</u>	<u>4A</u>	<u>View</u>
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	<u>5A</u>	<u>4A</u>	<u>View</u>
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	<u>5A</u>	<u>4A</u>	<u>View</u>
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	<u>5A</u>	<u>4A</u>	<u>View</u>
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$95.89	<u>6Z</u>	<u>1G</u>	<u>View</u>
King	Residential Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>	<u>View</u>
King	Residential Carpenters	Journey Level	\$36.44		1	<u>View</u>
King	Residential Cement Masons	Journey Level	\$46.64		1	<u>View</u>
King	Residential Drywall Applicators	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>	<u>View</u>
King	Residential Drywall Tapers	Journey Level	\$36.36		1	<u>View</u>
King	Residential Electricians	Journey Level	\$48.80		<u>1</u>	<u>View</u>
King	Residential Glaziers	Journey Level	\$28.93		1	<u>View</u>
King	Residential Insulation Applicators	Journey Level	\$28.18		1	View
King	Residential Laborers	Journey Level	\$29.73		<u>1</u>	<u>View</u>
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>	<u>View</u>
King	Residential Painters	Journey Level	\$23.47		1	<u>View</u>
King	Residential Plumbers & Pipefitters	Journey Level	\$45.40		1	<u>View</u>
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>	<u>View</u>
King	Residential Sheet Metal Workers	Journey Level	\$96.42	<u>7F</u>	<u>1E</u>	<u>View</u>
King	Residential Soft Floor Layers	Journey Level	\$57.11	<u>5A</u>	<u>3J</u>	<u>View</u>
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$63.61		1	<u>View</u>
King	Residential Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>	<u>View</u>
King	Residential Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>	<u>View</u>
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1	<u>View</u>
King	Residential Tile Setters	Journey Level	\$21.04		1	<u>View</u>
King	Roofers	Journey Level	\$64.45	<u>5A</u>	<u>3H</u>	<u>View</u>
King	Roofers	Using Irritable Bituminous Materials	\$67.39	<u>5A</u>	<u>3H</u>	<u>View</u>
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$96.42	<u>7F</u>	<u>1E</u>	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.16	<u>7V</u>	1	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	<u>7X</u>	<u>4J</u>	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	<u>7X</u>	<u>4J</u>	<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	<u>7X</u>	<u>4J</u>	<u>View</u>

King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.16	<u>7V</u>	1		<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.16	<u>7V</u>	1		<u>View</u>
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		<u>View</u>
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		<u>View</u>
King	Sign Makers & Installers (Electrical)	Journey Level	\$58.04	<u>0</u>	1		<u>View</u>
King	<u>Sign Makers &amp; Installers (Non-Electrical)</u>	Journey Level	\$37.08	<u>0</u>	1		<u>View</u>
King	Soft Floor Layers	Journey Level	\$66.32	<u>15J</u>	<u>4C</u>		<u>View</u>
King	Solar Controls For Windows	Journey Level	\$16.28		<u>1</u>		<u>View</u>
King	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$95.49	<u>5C</u>	<u>1X</u>		<u>View</u>
King	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$16.28		1		<u>View</u>
King	Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		1		<u>View</u>
King	Surveyors	Assistant Construction Site Surveyor	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	<u>Surveyors</u>	Chainman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	<u>Surveyors</u>	Construction Site Surveyor	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Surveyors	Ground Penetrating Radar Operator	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	<u>View</u>
King	Telecommunication Technicians	Journey Level	\$65.66	<u>7E</u>	<u>1E</u>		<u>View</u>

King	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$40.36	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$26.92	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$33.74	<u>5A</u>	<u>2B</u>		<u>View</u>
King	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$38.15	<u>5A</u>	<u>2B</u>		<u>View</u>
King	Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Tile Setters</u>	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		<u>View</u>
King	<u>Tile, Marble &amp; Terrazzo</u> <u>Finishers</u>	Finisher	\$53.19	<u>7E</u>	<u>1N</u>		<u>View</u>
King	Traffic Control Stripers	Journey Level	\$89.54	<u>15L</u>	<u>1K</u>		<u>View</u>
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
King	<u>Truck Drivers</u>	Dump Truck	\$74.02	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers	Dump Truck & Trailer	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers	Other Trucks	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
King	Truck Drivers - Ready Mix	Transit Mix	\$74.95	<u>15J</u>	<u>11M</u>	<u>8L</u>	<u>View</u>
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		1		<u>View</u>
King	Well Drillers & Irrigation Pump Installers	Oiler	\$16.28		1		<u>View</u>
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		<u>View</u>

\*

# **Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a fourten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- 1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
  - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
  - D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

## EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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- 4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
  - S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

# **Overtime Codes Continued**

- 11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.
  - D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
    - After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
    - After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
  - When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

## Benefit Code Key – Effective 3/2/2024 thru 8/30/2024 (Updated 3/20/2024)

## **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

## **Holiday Codes Continued**

- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

- 7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

- 7. X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
  - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

# **Holiday Codes Continued**

- 15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

- 15. N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

## **Note Codes**

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
  - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
  - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
  - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
  - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
  - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

### **Note Codes Continued**

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

### **Note Codes Continued**

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) -130' to 199' -\$0.50 per hour over their classification rate.
- (B) -200' to 299' \$0.80 per hour over their classification rate.
- (C) 300' and over \$1.00 per hour over their classification rate.
- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

# Benefit Code Key – Effective 3/2/2024 thru 8/30/2024 (Updated 3/20/2024)

# **Note Codes Continued**

- 9. F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
  - H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

"General Decision Number: WA20240001 03/08/2024 Superseded General Decision Number: WA20230001

State: Washington

Construction Type: Highway Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin

Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered |into on or after January 30, | generally applies to the |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay |option is exercised) on or | all covered workers at |after January 30, 2022:

- |. Executive Order 14026 contract.
- | least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or |extended on or after January | covered workers at least |30, 2022:

- | contract.
  - |. The contractor must pay all| \$12.90 per hour (or the applicable wage rate listed| on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/05/2024	
1		01/19/2024	
2		02/02/2024	
3		03/08/2024	

#### CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:  CARPENTERS  DIVERS TENDERS  DIVERS  DRYWALL.  MILLWRIGHTS  PILEDRIVERS	\$ 49.09 \$ 93.09 \$ 44.38 \$ 46.89	16.87 16.87 16.87 16.87 16.87
DEPTH PAY: 50 TO 100 FEET \$1.00 PER FOOT 101 TO 150 FEET \$1.50 PER FOOT 151 TO 200 FEET \$2.00 PER FOOT	OVER 101 FEET	
Zone Differential (Add up Zone Zone 2 - \$0.85 Zone 3 - 1.25 Zone 4 - 1.70 Zone 5 - 2.00 Zone 6 - 3.00	1 rates):	
BASEPOINTS: ASTORIA, LONGVIE VANCOUVER, (NOTE: All dispartments: Cowlitz, Wahkiakum Longview Local #1707 and mile that point.)	atches for Washing and Pacific shall	gton State L be from

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ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.

ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities

ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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#### CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

I	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS\$	49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL\$	47 02	19.01
CARPENTERS\$		19.01
DIVERS TENDER\$		19.01
DIVERS\$ MILLWRIGHT AND MACHINE	103.43	19.01
ERECTORS\$ PILEDRIVER, DRIVING,	50.68	19.01
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING\$	49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

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#### Zone Pay:

0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

#### Zone Pay:

0 -25 radius miles Free 26-45 radius miles \$ .70/hour Over 45 radius miles \$1.50/hour

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#### CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	I	Rates	Fringes
CARPENTER			
GROUP	1\$	35.47	16.88
GROUP	2\$	47.42	18.96
GROUP	3\$	36.66	16.88
GROUP	4\$	36.66	16.88
GROUP	5\$	83.96	16.88
GROUP	6\$	40.23	16.88
GROUP	7\$	41.23	16.88
GROUP	8\$	37.66	16.88
GROUP	9\$	44.23	16.88

#### CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

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WA20240001 Modification 3
Federal Wage Determinations for Highway Construction

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

#### ZONE PAY:

ZONE 1 0-45 MILES FREE

ZONE 2 45-100 \$4.00/PER HOUR

ZONE 3 OVER 100 MILES \$6.00/PER HOUR

#### DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot

101-150 feet \$3.00 per foot

151-220 feet \$4.00 per foot

221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT: 0-25 feet Free  $\,$ 

26-300 feet \$1.00 per Foot

## SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

#### WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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WA20240001 Modification 3
Federal Wage Determinations for Highway Construction

#### 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.

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CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES: CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

F	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL\$	47.02	19.01
CARPENTERS\$	49.18	19.01
DIVERS TENDER\$	54.54	19.01
DIVERS\$	103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS\$	50.68	19.01
PILEDRIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING\$	49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle Olympia Bellingham
Auburn Bremerton Anacortes
Renton Shelton Yakima
Aberdeen-Hoquiam Tacoma Wenatchee
Ellensburg Everett Port Angeles
Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

## Zone Pay:

0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

#### Zone Pay:

0 -25 radius miles Free

26-45 radius miles \$ .70/hour Over 45 radius miles \$1.50/hour

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ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 76.99	28.60
ELECTRICIAN	\$ 69.99	28.39

<sup>\*</sup> ELEC0048-003 01/01/2024

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 44.22	21.50
ELECTRICIAN	\$ 60.50	28.64

### HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

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WA20240001 Modification 3
Federal Wage Determinations for Highway Construction

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour

Zone 2: 51-70 miles \$3.50/hour

Zone 3: 71-90 miles \$5.50/hour

Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

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\* ELEC0048-029 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes	
CABLE SPLICER		21.50 <b>28.64</b>	

\* ELEC0073-001 08/01/2023

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER		16.68 <b>16.03</b>

\* ELEC0076-002 02/02/2024

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER		25.64 25.47

ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER		24.26 24.18

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ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER		17.73 27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER		17.63 21.34

ENGI0302-003 06/01/2023

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

I	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A\$	54.93	25.57
Group 1AA\$	55.75	25.57
Group 1AAA\$	56.54	25.57
Group 1\$	54.13	25.57
Group 2\$	53.42	25.57
Group 3\$	52.83	25.57
Group 4\$	49.40	25.57

Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) - \$1.00 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

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GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class ""C"" Suit - Base wage rate plus \$ .25 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$ .50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus \$ .75 per hour.

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ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

#### ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 29.76	20.65
GROUP 2	\$ 30.08	20.65
GROUP 3	\$ 30.69	20.65
GROUP 4	\$ 30.85	20.65
GROUP 5	\$ 31.01	20.65
GROUP 6	\$ 31.21	20.65
GROUP 7	\$ 31.56	20.65
GROUP 8	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

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WA20240001 Modification 3
Federal Wage Determinations for Highway Construction

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower) 180 ft to 250 ft \$ .50 over scale Over 250 ft \$ .80 over scale

#### NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

#### HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0612-001 06/01/2023

### PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR  GROUP 1A	\$ 56.89 \$ 57.70	25.07 25.07 25.07
GROUP 1	\$ 55.26	25.07
GROUP 2		25.07
GROUP 3		25.07 25.07
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WA20240001 Modification Federal Wage Determinations for Highway Construction Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) = \$1.00 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operatorconcrete; 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, rotogrinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.

- 2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
- 3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus \$ .50 per hour.

H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour. H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour. H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 06/01/2023

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	\$ 54.85	25.07
GROUP 1AA	\$ 55.67	25.07
GROUP 1AAA	\$ 56.45	25.07
GROUP 1	\$ 54.05	25.07
GROUP 2	\$ 53.36	25.07
GROUP 3	\$ 52.75	25.07
GROUP 4	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates): Zone 2 (26-45 radius miles) = \$1.00Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

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GROUP 2 - Barrier machine (zipper); Batch Plant Operatorconcrete; 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, rotogrinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

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- 2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
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H-2 Class ""C"" Suit - Base wage rate plus \$1.00 per hour. H-3 Class ""B"" Suit - Base wage rate plus \$1.50 per hour. H-4 Class ""A"" Suit - Base wage rate plus \$2.00 per hour.

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ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR  GROUP 1	\$ 53.81 \$ 55.97 \$ 49.74 \$ 48.59 \$ 45.26 \$ 44.02	16.35 16.35 16.35 16.35 16.35 16.35 16.35
Zone Differential (add to Zone Zone 2 - \$3.00 Zone 3 - \$6.00	1 rates):	

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

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All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

# Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

# Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

### Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

# Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

# Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

# Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

### Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

# Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes	
IRONWORKER	\$ 37.11	31.57	
IRON0029-002 01/02/2023			

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER	\$ 42.27	32.57
IRON0086-002 01/02/2023		

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 37.11	31.57
IRON0086-004 01/02/2023		

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER	\$ 50.90	32.57

# \* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1	30.88	15.70
GROUP 2	33.72	15.70
GROUP 3	34.03	15.70
GROUP 4	34.33	15.70
GROUP 5	34.64	15.70
LABORER (A-2)		
GROUP 1	33.88	15.60
GROUP 2	36.72	15.60
GROUP 3	37.03	15.60
GROUP 4	37.33	15.60
GROUP 5\$	37.64	15.60

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office. Zone 2: 45 radius miles and over from the main post office.

# LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class ""A"" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts) \_\_\_\_\_

#### \* LABO0238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier	\$ 34.97	15.70
LABO0242-003 06/01/2022		

KING COUNTY

		Rates	Fringes
LABORER			
GROUP	1\$	29.82	13.80
GROUP	2A\$	34.20	13.80
GROUP	3\$	42.86	13.80
GROUP	4\$	43.90	13.80
GROUP	5\$	44.62	13.80
Group	6\$	45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, qunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

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# LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

Rates

Fringes

	_
LABORER  GROUP 1	13.80 13.80 13.80 13.80 13.80
BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SE TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, P TOWNSEND, PT. ANGELES, AND BREMERTON	
ZONE 1 - Projects within 25 radius miles of the city hall ZONE 2 - More than 25 but less than 45 radius mi respective city hall ZONE 3 - More than 45 radius miles from the resphall	les from the
ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$1.00 ZONE 3 - \$1.30	
BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAK	IMA
ZONE 1 - Projects within 25 radius miles of the city hall ZONE 2 - More than 25 radius miles from the resphall	

# LABORERS CLASSIFICATIONS

ZONE 2 - \$2.25

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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# LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	I	Rates	Fringes
LABORER			
GROUP	1\$	29.82	13.80
GROUP	2\$	34.20	13.80
GROUP	3\$	42.86	13.80
GROUP	4\$	43.90	13.80
GROUP	5\$	44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$2.25

# LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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# LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1	\$ 37.98	13.80
GROUP 2	\$ 38.76	13.80
GROUP 3	\$ 39.35	13.80
GROUP 4	\$ 39.85	13.80
GROUP 5	\$ 34.75	13.80
GROUP 6	\$ 31.61	13.80
GROUP 7	\$ 27.44	13.80
Zono Difforential (Add to Zono	1 20+00).	

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

## BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all. ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

# LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LABO0335-019 06/01/2022

Rates Fringes
Hod Carrier.....\$ 37.98 13.80

# LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	I	Rates	Fringes
GROUP GROUP GROUP	1	29.16 31.94 32.72	13.80 13.80 13.80 13.80 13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

 ${\tt ZONE}$  2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 - \$2.25

# LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS	\$ 33.37	18.53
PAIN0005-004 03/01/2009		

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER	\$ 20.82	7.44

<sup>\*</sup> PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting Over 30'/Swing Stage Work.		11.71 7.98
Brush, Roller, Striping, Steam-cleaning and Spray	.\$ 22.94	11.61
Lead Abatement, Asbestos Abatement	.\$ 21.50	7.98
*\$.70 shall be paid over and a listed for work on swing stage feet.		-

PAIN0055-003 07/01/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER  Brush & Roller  Spray and Sandblasting		14.92 14.92
All high work over 60 ft. = base	e rate + \$0.75	
PAIN0055-006 01/01/2022		
CLARK, COWLITZ, KLICKITAT, SKAMA	ANIA and WAHKIAK	JM COUNTIES
	Rates	Fringes
Painters: HIGHWAY & PARKING LOT STRIPER	\$ 48.17	16.00
PLAS0072-004 06/01/2023		
ADAMS, ASOTIN, BENTON, CHELAN, C FRANKLIN, GARFIELD, GRANT, KITT OREILLE, SPOKANE, STEVENS, WALLA COUNTIES	ITAS, LINCOLN, OF	KANOGAN, PEND

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER ZONE 1	.\$ 38.05	16.89
Zone Differential (Add to Zone 1	rate): Zone 2 -	\$3.00
BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee Zone 1: 0 - 45 radius miles from the main post office Zone 2: Over 45 radius miles from the main post office		

# PLAS0528-001 06/01/2023

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON  CEMENT MASON  COMPOSITION, TROWEL	\$ 52.10	20.27
MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE TROWELING MACHINE OPERATOR	ξ	20.27
ON COMPOSITION	\$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

#### ZONE 1:

	Rates	Fringes
CEMENT MASON  CEMENT MASONS DOING BOTH  COMPOSITION/POWER  MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD. CEMENT MASONS ON SUSPENDED, SWINGING AND/OR	.\$ 45.06	19.95
HANGING SCAFFOLDCEMENT MASONSCOMPOSITION WORKERS AND		19.95 19.95
POWER MACHINERY OPERATORS	.\$ 44.19	19.95
Zone Differential (Add To Zone 1 Zone 2 - \$0.65 Zone 3 - 1.15 Zone 4 - 1.70 Zone 5 - 3.00	Rates):	

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

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WA20240001 Modification 3
Federal Wage Determinations for Highway Construction

## TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	I	Rates	Fringes
Truck driver	îs:		
ZONE 1			
GROUP	1\$	29.33	16.40
GROUP	2\$	29.46	16.40
GROUP	3\$	29.60	16.40
GROUP	4\$	29.89	16.40
GROUP	5\$	30.03	16.40
GROUP	6\$	30.31	16.40
GROUP	7\$	30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

- GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons
- GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons
- GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons
- GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks
- GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck
- GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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## \* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:  ZONE A:  GROUP 1:  GROUP 2:  GROUP 3:  GROUP 4:  GROUP 5:	\$ 42.04 \$ 39.23 \$ 34.26	20.92 20.92 20.92 20.92 20.92

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

# TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

# HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

# TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Rates Fringes Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties) AREA 1: GROUP 1.....\$ 23.91 17.40 GROUP 2....\$ 26.18 17.40 GROUP 3.....\$ 26.68 17.40 17.40 GROUP 4.....\$ 27.01 GROUP 5.....\$ 27.12 17.40 GROUP 6.....\$ 27.29 17.40 GROUP 7.....\$ 27.82 17.40 17.40 GROUP 8....\$ 28.18 AREA 2: GROUP 1.....\$ 26.05 17.40 GROUP 2....\$ 28.69 17.40 GROUP 3.....\$ 28.80 17.40 GROUP 4....\$ 29.13 17.40 GROUP 5.....\$ 29.24 17.40 GROUP 6.....\$ 29.24 17.40 GROUP 7....\$ 29.78 17.40 GROUP 8.....\$ 30.10 17.40 Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00) BASE POINTS: Spokane, Pasco, Lewiston Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable 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 is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four (4) and eight (8) hours.

## NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the

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Federal Wage Determinations for Highway Construction

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"



Transportation Building 310 Maple Park Avenue S.E. P.O. Box 47300 Olympia, WA 98504-7300 360-705-7000 TTY: 1-800-833-6388 www.wsdot.wa.gov

December 21, 2023

Mr. Edward Walsh, PE Public Works Director City of Federal Way 33325 8<sup>th</sup> Avenue South Federal Way, Washington 98003

> City of Federal Way Pacific Highway/16th Ave S. Non-Motorized Corridor STPUL-CM-0099(145) DBE Goal & Training Hours

Dear Mr. Walsh:

The WSDOT Disadvantaged Business Enterprise (DBE) program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including DBE goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established a **Nineteen percent mandatory** DBE goal for this project. This evaluation of the mandatory DBE goal will remain in effect for one year from the date of this letter. If the advertisement is scheduled for a date more than one year after the date of this letter or the cost estimate changes more than twenty percent, reevaluation of the DBE goal is required. The following specifications must be included in your contract:

APWA GSP 1-02.9 Option A, B, or C APWA GSP 1-07.11, Option B WSDOT GSP 1-07.11.OPT4

In addition, a training goal of **400 hours** were established for this project.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual will result in loss of federal participation.

If you have any questions about the goal set, please feel free to contact Nina Jones at 360.947.6788, or by email at <u>jonesni@wsdot.wa.gov</u>.

Sincerely,

Michele L. Britton, PE Asst. State Local Programs Engineer Local Programs

MLB:jd:ml

cc: Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

# 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

## 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="FHWA-1391">FORTIME TO THE STATE TO

## **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

# 1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of  $\underline{40}$   $\underline{\text{U.S.C. }3144(\text{b})}$  or  $\S$  5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act,  $\underline{31}$  U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635,116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200,327.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant
  who has entered into a covered transaction with a recipient or
  subrecipient of Federal funds (such as the prime or general
  contractor). "Lower Tier Participant" refers any participant who
  has entered into a covered transaction with a First Tier
  Participant or other Lower Tier Participants (such as
  subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

#### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332,
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

## 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

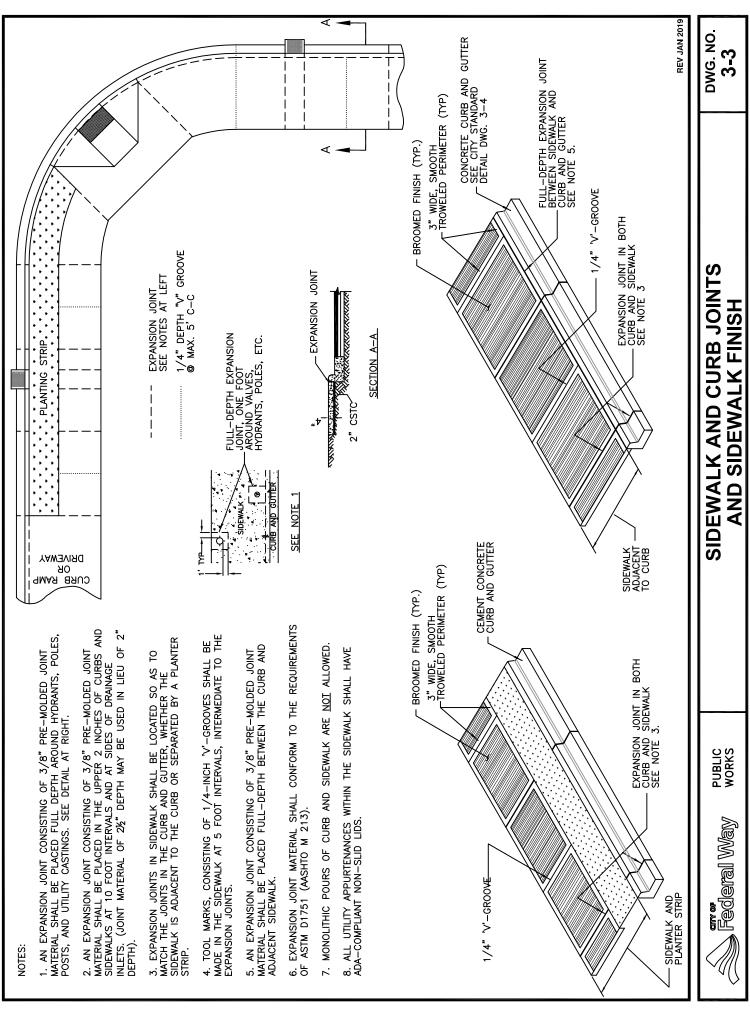
- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

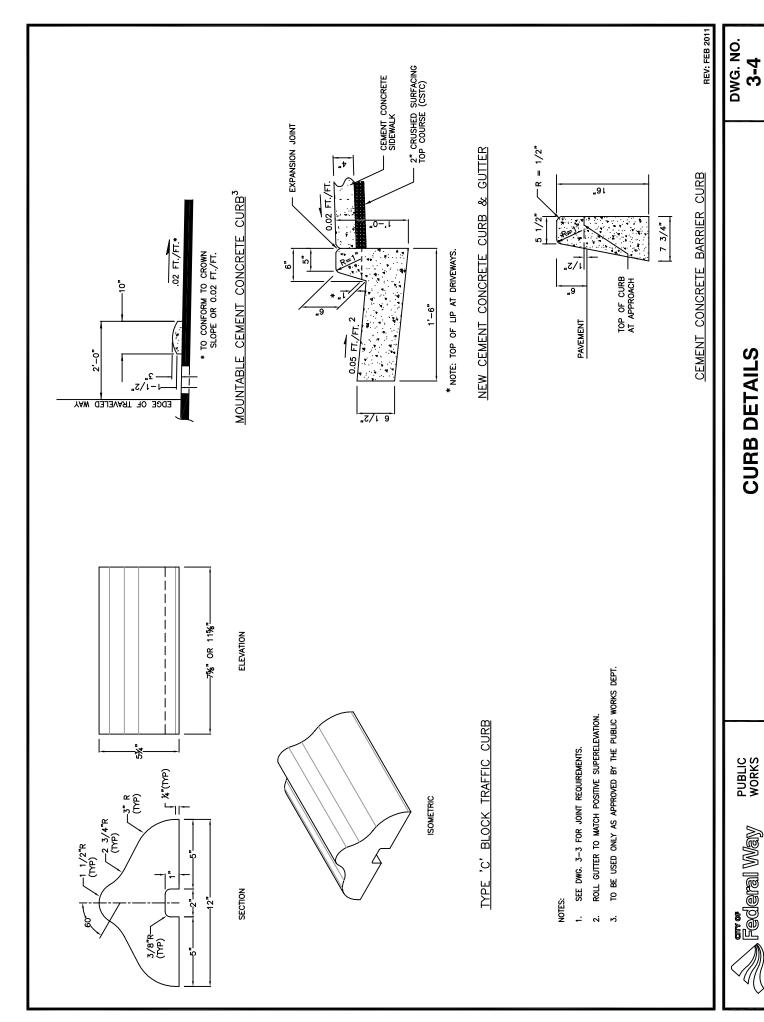
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

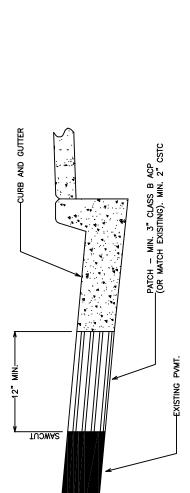
#### **APPENDIX A**

#### STANDARD DETAILS AND PLANS



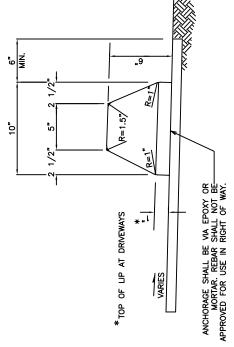


APRIL 2012



. § § § **"**9 10 1/2 \* TOP OF LIP AT DRIVEWAYS \*<u>"</u>l ANCHORAGE MAY BE VIA EPOXY, MORTAR, OR REBAR. VARIES

EXTRUDED ASPHALT OR CEMENT CONCRETE CURB IN PRIVATE PARKING AREAS ONLY



1. EXISTING CURB REPLACEMENT WILL REQUIRE REMOVAL OF ASPHALT A MINIMUM OF 12" FROM FACE OF GUTTER.

NOTES:

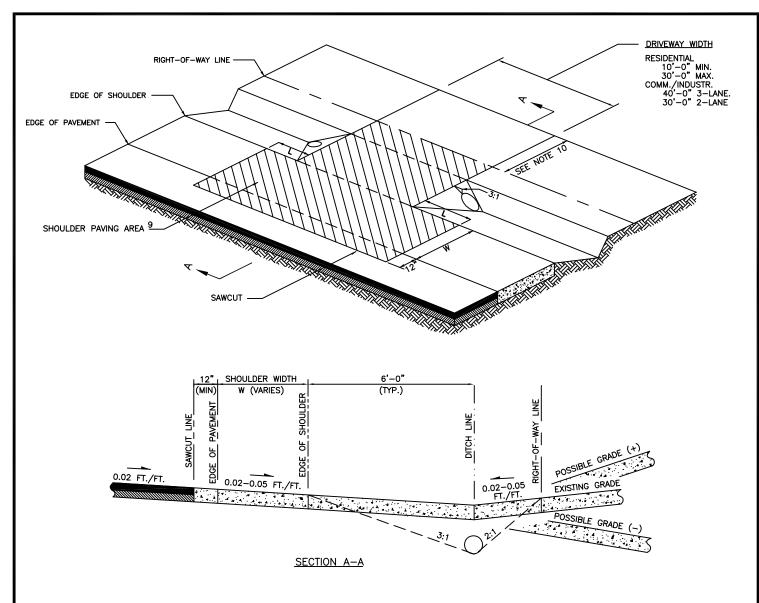
EXTRUDED CEMENT CONCRETE CURB FOR USE IN PUBLIC RIGHT OF WAY

any or Federal Way

PUBLIC WORKS

\*\*\* Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com \*\*\*

CEMENT CONCRETE CURB & GUTTER REPLACEMENT



#### NOTES:

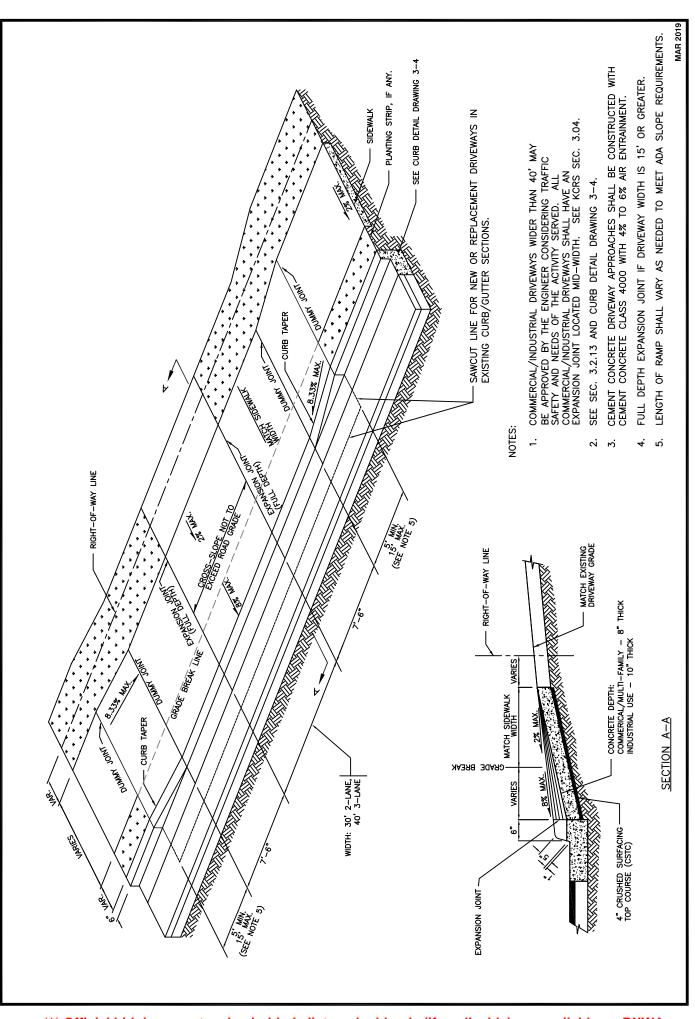
- COMMERCIAL/INDUSTRIAL DRIVEWAYS WIDER THAN 40' MAY BE APPROVED BY THE ENGINEER CONSIDERING BOTH TRAFFIC SAFETY AND THE ACTIVITY BEING SERVED. ALL COMMERCIAL/INDUSTRIAL DRIVEWAYS SHALL HAVE AN EXPANSION JOINT LOCATED MID—WIDTH. SEE KCRS SEC. 3.04.
- - SIZED TO CONVEY COMPUTED STORM WATER RUNOFF, AND MIN. 12" DIAMETER, AND
  - В.
  - EQUAL TO OR LARGER THAN THE EXISTING PIPES WITHIN 500' UPSTREAM, AND
  - D. BEDDING SHALL BE 5/8" MINUS CSTC.
- EXPOSED PIPE ENDS SHALL BE BEVELED TO MATCH THE SLOPE FACE AND PROJECT NO MORE THAN 2" BEYOND SLOPE SURFACE. PROJECTING HEADWALLS ARE NOT ACCEPTABLE.
- ALL PIPE SHALL BE CLASS IV CONCRETE PIPE, AND SHALL HAVE A MINIMUM OF 12  $^{\prime\prime}$  COVER.
- PIPE SHALL BE INSTALLED IN A STRAIGHT UNIFORM ALIGNMENT AT A MIN. 0.5% SLOPE (0.5 FT. PER 100 FT.) WITH THE DOWNSTREAM END LOWER THAN THE UPSTREAM END.

- PIPE MAY BE OMITTED IF ROADSIDE DITCH DOES NOT EXIST AND DRIVEWAY DOES NOT BLOCK NATURAL FLOW.
- DRIVEWAY SLOPE SHALL MATCH TO BACK EDGE OF SHOULDER, BUT SHOULDER SLOPE AND EDGE OF SHOULDER SHALL NOT BE ALTERED AS A RESULT OF DRIVEWAY CONSTRUCTION.
- PAVED DRIVEWAYS SHALL BE PAVED THROUGH THE RIGHT-OF-WAY WITH 3" (MIN) A.C., BUT NOT P.C.C.
- GRAVEL DRIVEWAYS SHALL HAVE A PAVED DRIVEWAY APPROACH BETWEEN THE EDGE OF PAVEMENT AND RIGHT-OF-WAY WITH  $3^{\prime\prime}$ (MIN) A.C. ONLY WITH DIMENSIONS L=W.
- SINGLE—FAMILY RESIDENTIAL USES SHALL SURFACE THE FIRST 40 FT OF UNPAVED DRIVEWAYS MEASURED FROM THE BACK OF THE SIDEWALK OR PUBLIC RIGHT—OF—WAY, WHICHEVER IS GREATER.
- 11. SEE SEC. 3.2.13.

**REV: MARCH 2014** 



**PUBLIC** WORKS SHOULDER & DITCH SECTION DRIVEWAY DWG. NO. 3-5

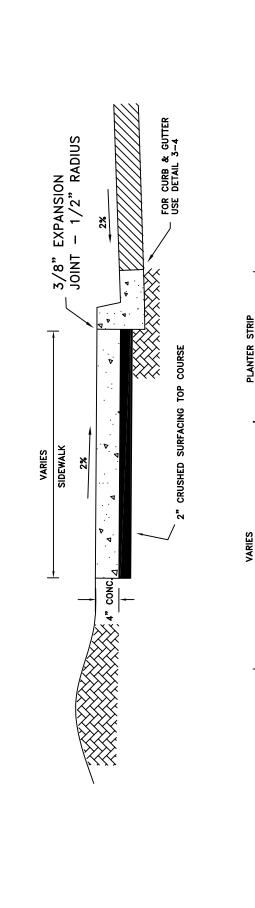


DWG NO

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY DRIVEWAY APPROACH

> PUBLIC WORKS

any or Federal Way



NOTES:
1. FOR JOINTS AND SCORING, SEE FEDERAL WAY STANDARD FOR SIDEWALK SPACING, EXPANSION JOINTS,
AND SCORE MARKS.

2" CRUSHED SURFACING TOP COURSE

FOR CURB & GUTTER USE DETAIL 3-4

AS REQUIRED

SIDEWALK

2%

☐ 4" CONC.

2%

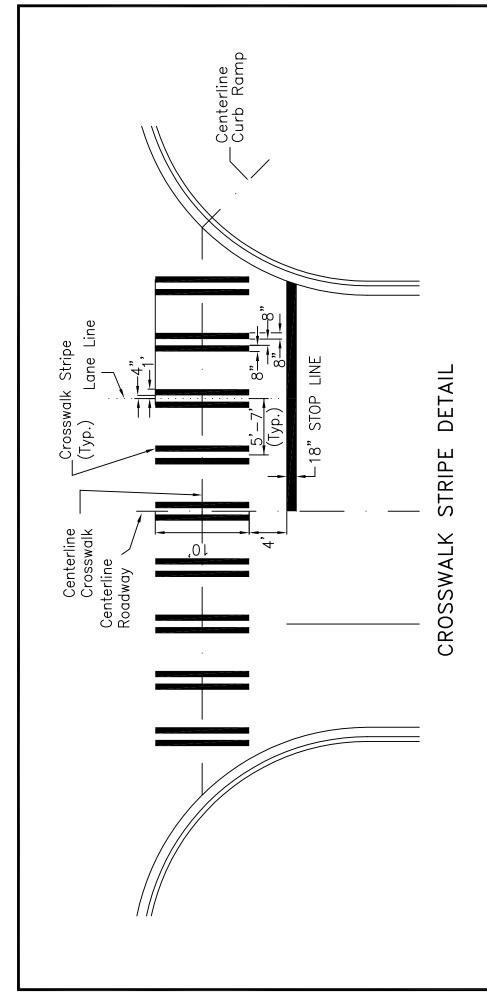
- SEE DETAILS 3-6, 3-64, & 3-7 FOR MINIMUM DEPTH OF CONCRETE THROUGH DRIVEWAY SECTIONS. 7
- WHEN CHECKED WITH A 10 FOOT STRAIGHTEDGE, GRADE SHALL NOT DEVIATE MORE THAN 1/8 INCH AND ALIGNMENT SHALL NOT VARY MORE THAN 1/4 INCH. ъ.
- CONCRETE SHALL BE CLASS 3000, WSDOT SPEC. 8-14.

REV. MAR 2011

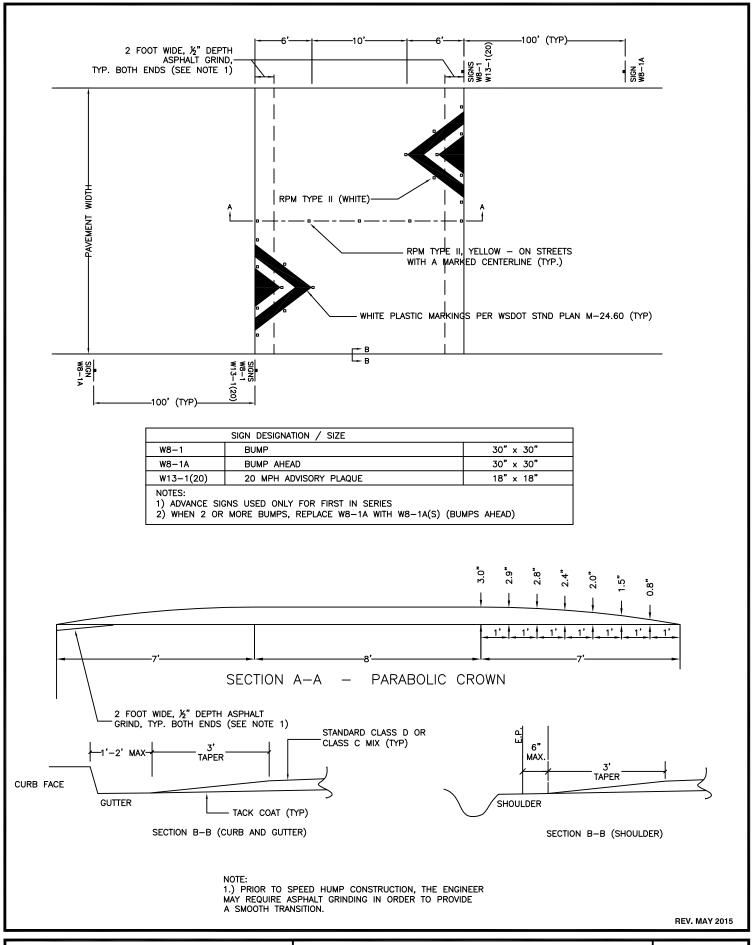
Rev. NOV 2014

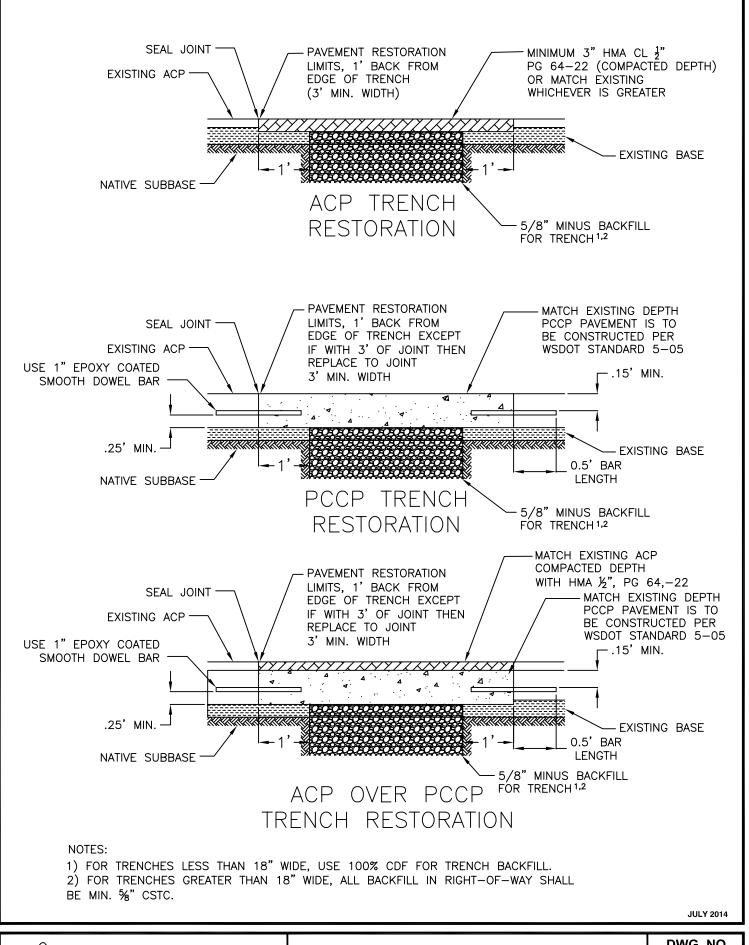
PUBLIC WORKS

eny of Federal Way



RAFFIC ARROWS TYPE 1S, 2SL, 2SR, 3SL, 3SR, 4S, AND 5S - SEE WSDOT STANDARD PLAN M-24.40 HANDICAPPED PARKING STALL SYMBOL - SEE WSDOT STANDARD PLAN M-24.60 "SHARKS TOOTH" YIELD LINE SYMBOL - SEE WSDOT STANDARD PLAN M-24.60 PREFERENTIAL LANE SYMBOL - SEE WSDOT STANDARD PLAN M-7.50 BIKE LANE SYMBOL - SEE WSDOT STANDARD PLAN M-9.50



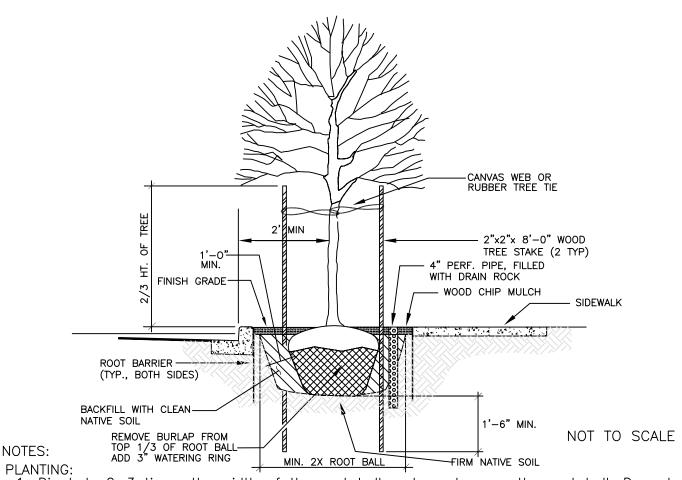


Federal Way

PUBLIC WORKS

#### TRENCH RESTORATION

DWG. NO. **3-28** 



- 1. Dig hole 2-3 times the width of the root ball and as deep as the root ball. Do not make hole deeper than root ball.
- 2. Remove containers, biodegradable pots, synthetic or treated burlap, wire, twine, or ropes. Leave natural burlap in place and fold back. Loosen the roots and spread or cut circling roots.
- 3. Place top of root ball even with or slightly higher than soil grade on firm soil. Do not add soil amendments or gravel unless approved by Public Works Director.
- 4. Install 4"x 24" perforated drain pipe; fill with drain rock. Pipe shall not extend more than 1/2" above finish grade.
- 5. Back fill with clean native soil. Firm soil around the root ball; water slowly and thoroughly.
- 6. Mulch around tree with 2-4" wood-chip mulch. Do not place mulch next to trunk.

#### ROOT BARRIER:

- 1. Root barrier shall be rigid High Impact Polypropylene treated with UV inhibitors, minimum 18" height, with 1/2" raised vertical ribs 6" on center, or approved equal.
- 2. Install root barrier in continuous 12' strip, centered on tree, next to sidewalk and curb according to manufacturer's directions. Exposed edge shall not extend more than 1/2" above finished grade.

#### STAKING:

- 1. Use 2, 2"x2" by 8' long wood tree stakes. Do not drive stake through root ball.
- 2. Attach tree to stake with canvas web belting or rubber, using a figure—8 formation. TAGS:
  - 1. Remove tags after inspection.

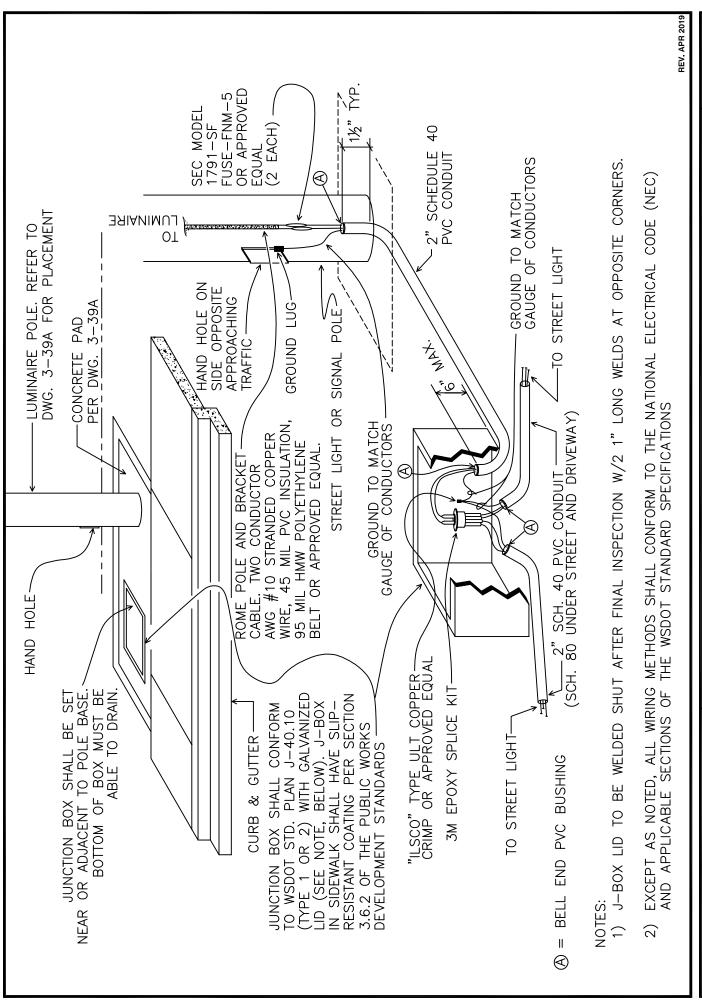
**REV JAN 2019** 



**PUBLIC WORKS** 

#### STREET TREE PLANTING IN PLANTER STRIP

DWG. NO. 3-29

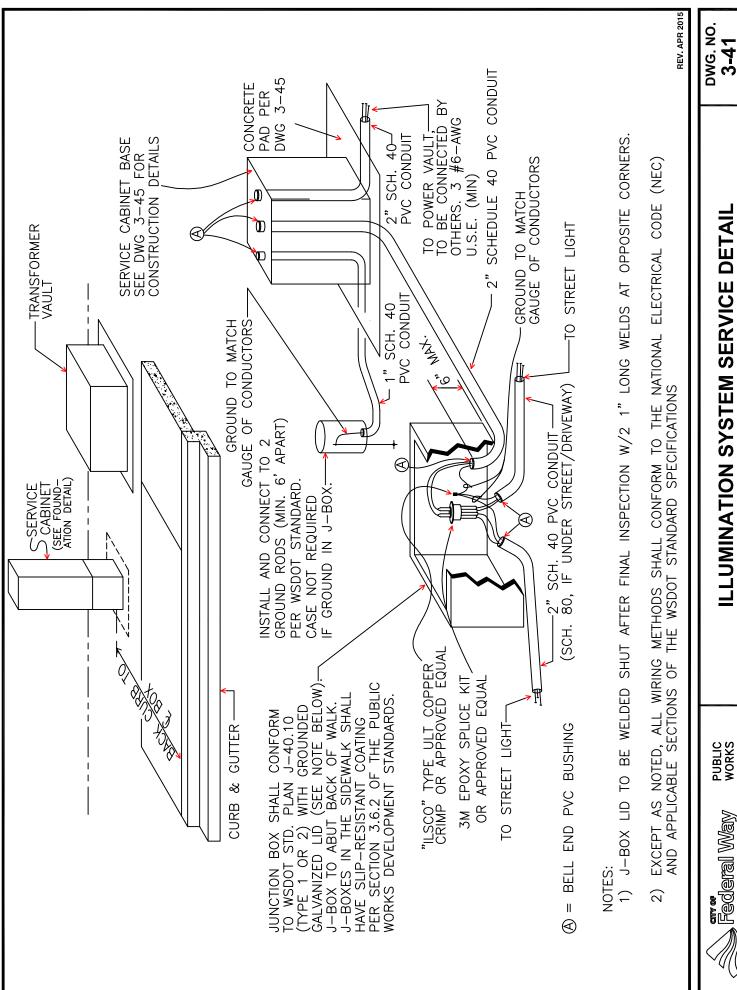


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PUBLIC WORKS

any or Federal Way

DWG. NO. 3-40



PUBLIC WORKS

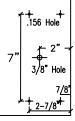
3-41

DWG NO

36"

9"

S 320 St

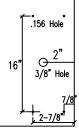


D3—1A 9x36 Copy — 6 Inch Highway Gothic Series B Silver Legend on a Green Background

36"

18"

# SW Campus Drive

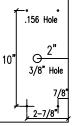


D3-3 18x36 Copy — Two Lines 6 Inch Highway Gothic Series B Silver Legend on a Green Background

36"

12"

# 14 Ave SW Private Road



D3-3PVT 12x36 Copy - Line 1 - 6 Inch Highway Gothic Series B Line 2 - 3 Inch Highway Gothic Series B Silver Legend on a Green Background

#### MATERIALS:

#### Aluminum

- 1. Alloy Made from 6061—T6 aluminum alloy chemically conversion coated in accordance with ASTM Designation B449—67 Class 2 (alodine).
- 2. Size 9—inches by 36—inches outside minimum dimension. Lengths of 12 by 36 inches may be used for named streets. Thickness shall be .100 inch.
- 3. Holes Four (4) 0.156 inch nail holes. Two (2) holes punched 7/8 inch from one end, 1 inch from the top and bottom. Two (2) holes punched 2-7/8 inches from the same end, 1 inch from the top and bottom.
- 4. Finish All edges, corners, and holes shall be smooth and free of burrs and snags.

#### Message:

- 1. Background Type III Green. See detail.
- 2. Legend Silver.
- 3. Legend Size See detail.
- 4. Pointer signs Pointer signs shall follow the same specifications as the street name signs, except the end opposite the attachment end shall have white 45 degree corner cuts to indicate a direction in which the legend applies.

Rev. NOV 2014



PUBLIC WORKS

#### STREET NAME SIGNS

DWG. NO. **3-49** 



# STREET SIGN STANDARD SPECIFICATIONS

#### **SIGN FACE MATERIALS**

All permanent signs faces shall be constructed from aluminum sign blanks unless otherwise approved by the engineer. Sign blank minimum thicknesses, based on maximum dimensions, are as follows:

Maximum Dimension	Blank Thickness
Less than 30 inches	0.080 inches
Greater than 30 inches, less than 48 inches	0.100 inches
Greater than 48 inches	0.125 inches

All D-3 street name signs shall be constructed with 0.100" thick blanks. The contractor shall install permanent signs, which meet or exceed the minimum reflectivity standards. All sign face sheeting shall be applied to sign blanks with pressure sensitive adhesives.

All regulatory (R series), school (S series), and warning (W and X series) signs, except for parking regulation and parking prohibition signing, shall be constructed with Type III sheeting in accordance with Section 9-28.8 of the Standard Specifications. This sheeting has a retro-reflection rating of 250 candelas/foot candle/square foot for white-silver sheeting with a divergence angle of 0.2E and an incidence angle of -4E. This high intensity sheeting shall be 3M Series 3800 or its equivalent. All street name (D-3) sign sheeting shall meet this specification.

All overhead signing shall meet the specifications of Type IX sheeting. This sheeting has a minimum retro-reflection rating of 800 candelas/foot candle/square foot for white-silver sheeting with a divergence angle of 0.2E and an incidence angle of -4E. This standard applies to all signs mounted above the roadway, on span wire or signal mast arms.

Motorist information and parking signing shall be constructed with Type I sheeting, in accordance with Section 9-28.6 of the Standard Specifications. This sheeting has a minimum retro-reflection rating of 70 candelas/foot candle/square foot for white-silver sheeting with a divergence angle of 0.2E and an incidence angle of -4E. These signs include guide signing (D Series – except D-3), corporate limit signing (I Series), and motorist information signing (K Series).

The reflectivity standard of supplemental plates shall match that of the primary sign.

#### **SIGN INVENTORY**

City of Federal Way, (253) 835-2700, shall be contacted within two working days of completion of the permanent signing installation to inspect, inventory, and log all new and relocated signs.

#### **OTHER SIGNS**

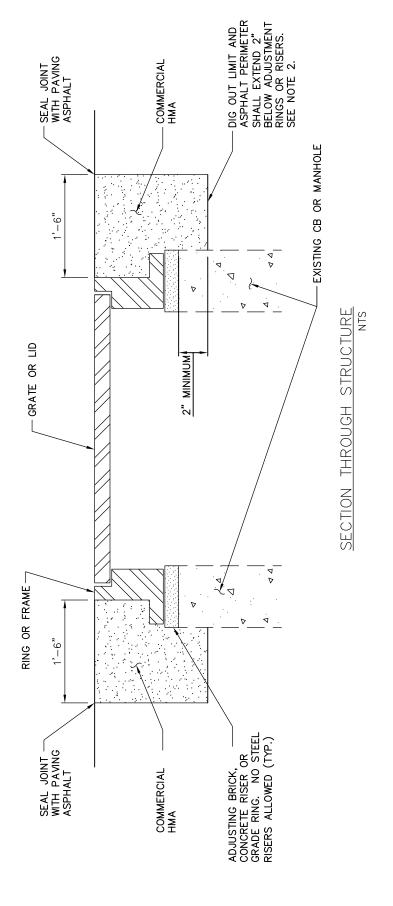
Refer to 2009 MUTCD or equivalent approved source. Includes pavement markings as supplement to signing.

#### **ADDITIONAL QUESTIONS/REQUESTS SHALL BE DIRECTED TO:**

Design – Traffic Engineer (253) 835-2740 Installation/Removal – Public Works Inspector (253) 835-2741 Sign Fabrication – King County Sign Shop (206) 296-8153 Street Addressing – Building Department (253) 835-2607

REV. November 2014

REV: NOV 2011



NOTES:

- CONCRETE BLOCKS, BRICK, AND/OR CONCRETE RINGS. EACH JOINT SHALL BE GROUTED USING A 34 INCH LAYER OF NON—SHRINK MORTAR, PLASTERED SMOOTH INSIDE AND OUT. COVERS SHALL BE SEATED ON A UNIFORM LAYER OF GROUT TO PREVENT ROCKING. 1) THE EXISTING STRUCTURE SHALL BE RAISED OR LOWERED TO THE REQUIRED ELEVATION USING
- 2) IF RISERS OR GRADE RINGS ARE LESS THAN 2" THICK, THEN THE DIG—OUT LIMITS (AND HMA DEPTH) SHALL BE EXTENDED TO 2" BELOW THE NEXT RING OR RISER THAT IS GREATER THAN 2" THICK.
- 3) HMA SHALL BE MECHANICALLY COMPACTED IN 3" MAXIMUM LIFTS.
- 4) SEE DETAIL 3-36 FOR ADJUSTMENT OF SURVEY MONUMENT CASTINGS.

PUBLIC WORKS

SOLID RECTANGULAR COVER

PUBLIC WORKS

any or Federal Way

NOTES: 4. ø. 7 'n 5 FOR SLOT DETAIL SEE DWG. NO. 4-5 <u>"</u>₽\Σ \1 ″8/ε <u>Γ</u> 5, 1/2 LEVELING PAD 1/8" X 3/4" X 2 1/4" ELEVATION OUTFALL TO STREAM PLAN FLOW DUMP NO POLLUTANTS

5° DRAFT

THE WORDS "CITY OF FEDERAL WAY SHALL BE OMITTED IF GRATE IS ON A PRIVATE SYSTEM.

INSTALL BI-DIRECTIONAL VANED GRATES AT SAG LOCATIONS.

SELF-LOCK VANED GRATE MANUFACTURER SUBJECT TO APPROVAL BY ENGINEER.

MATERIAL IS DUCTILE IRON ASTM A536 GRADE 80-55-06.

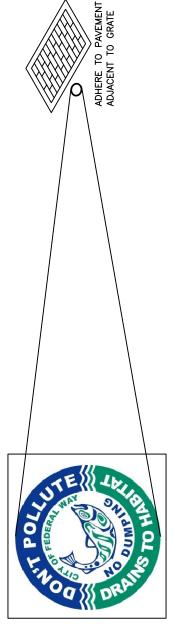
"OUTFALL TO STREAM DUMP NO POLLUTANTS" MAY BE LOCATED ON BORDER AREA.

USE WITH TWO LOCKING BOLTS 5/8"-11 NC STAINLESS TYPE 304 STEEL SOCKET HEAD (ALLEN HEAD) CAP SCREWS 2" LONG. NOTE SLOT DETAIL.

FOUNDRY NAME

REV. MAR 2011

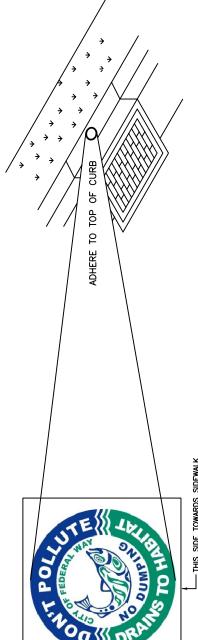
PUBLIC WORKS



# PARKING LOT INSTALLATION

NOTES:

- 7
- MARKERS AT EACH CATCH BASIN.
  MARKERS AT EACH CATCH BASIN.
  MARKERS AND INSTALLATION INSTRUCTIONS
  AVAILABLE AT PUBLIC WORKS DEPARTMENT.
  ADHESIVE MATERIAL IS SPECIFIED IN THE
  INSTALLATION INSTRUCTIONS, AND SHALL BE
  PURCHASED BY THE OWNER OR CONTRACTOR.
  MARKERS AVAILABLE FROM PUBLIC WORKS MAY
  DIFFER FROM THAT SHOWN. ь.
  - 4.



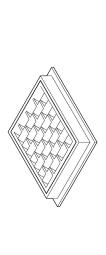
--- THIS SIDE TOWARDS SIDEWALK

GUTTER INSTALLATION AND CURB

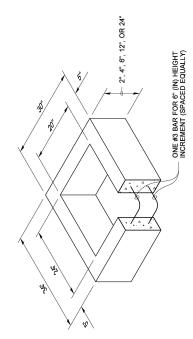
REV. NOV 2010

Gederal Way

PUBLIC WORKS



# FRAME AND VANED GRATE



★ CORRUGATED POLYETHYLENE STORM SEWER PIPE

# ALLOWANCES PIPE

PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CPSSP ** (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

# NOTES

- As acceptable alternatives to the rebar shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts
- The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9.04.3. ۲i
- The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft) က
- The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up
- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.
- The opening shall be measured at the top of the Precast Base Section. ø.
- All pickup holes shall be grouted full after the basin has been placed.



Julie Heilman

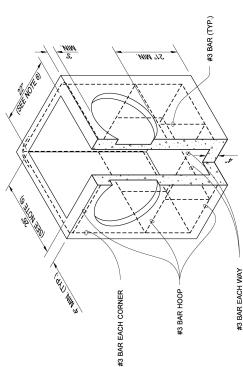
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# **CATCH BASIN TYPE**

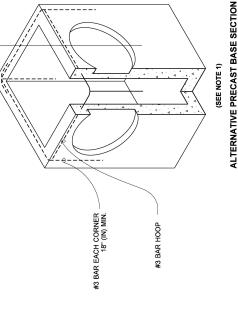
**STANDARD PLAN B-5.20-03** SHEET 1 OF 1 SHEET

Roark, Steve Digitally signed by Roark, Steve Date: 2020,09.09.09.45:23-0700 Washington State Department of Transportation APPROVED FOR PUBLICATION

RECTANGULAR ADJUSTMENT SECTION



PRECAST BASE SECTION



### NOTES

- No steps are required when height is 4' or less.
- 2. The bottom of the precast catch basin may be sloped to facilitate cleaning.
- The rectangular frame and grate may be installed with the flange up or down. The frame may be cast into the adjustment section. რ
- Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, ill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.

CATCH BASIN FRAME AND VANED GRATE OR MANHOLE RING AND COVER

RECTANGULAR ADJUSTMENT SECTION OR CIRCULAR ADJUSTMENT SECTION

Z" MIN. XAM "91

.XAM "8S

- FLAT SLAB TOP

	САТСН	BASIN DI	BASIN DIMENSIONS	g
CATCH BASIN DIAMETER	MIN. WALL THICKNESS	MIN. BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUR DISTANC BETWEE KNOCKOL
48"	4"	9	36"	
54"	4.5"		42"	8
.09	5"		48"	8
72"	9	8	.09	12"
84"	8	12"	72"	12"
96	8	12"	84"	12"
120"	10"	12"	.96	12"
144"	12"	12"	108"	12"

	PIPE	E ALLO	PIPE ALLOWANCES		
CATCH	PIPE MATERIAL WITH MAXIMUM INSIDE DIAMETER	IAL WITH IN	IAXIMUM IN	SIDE DIAM	ETER
BASIN DIAMETER	CONCRETE	ALL METAL	CPSSP (1) PP (4)	SOLID WALL PVC	PROFILE WALL PVC
48"	24"	30"	24"	30"	30.
54"	30"	36"	30"	36"	36"
.09	36"	42"	36"	42"	42"
72"	42"	54"	42"	48"	48"
84"	54"	.09	54"	48"	48"
.96	09	72"	.09	48"	48"
120"	99	84"	09	48"	48"
144"	"87	96	09	48"	48"

GRAVEL BACKFILL FOR PIPE ZONE BEDDING REINFORCING STEEL (TYP.)

XAM "SI

1" MIN "1

24" MIN.

"S1 (. 9YT)

INTEGRAL BASE PRECAST WITH RISER (48" (IN) - 72" (IN) ONLY)

SEPARATE BASE PRECAST

"O" RING

- © (See Standard Specification Section 9-05.12(1))

  ③ (See Standard Specification Section 9-05.12(2))

  ④ Polypropylene Pipe (See Standard Specification Section 9-05.24)

CE EN CTS

		PIPE	= ALLO	PIPE ALLOWANCES		
	HOLVO	PIPE MATERIAL WITH MAXIMUM INSIDE DIAMETER	IAL WITH N	MAXIMUM IN:	SIDE DIAM	ETER
	BASIN DIAMETER	CONCRETE	ALL	CPSSP ① PP ④	SOLID WALL	PROFILE WALL PVC ③
•	48"	24"	30"	24"	30.	
	54"	30"	36"	30"	36"	36"
•	09	36"	42"	36"	42"	42"
•	72"	42"	54"	42"	48"	48"
	84"	54"	.09	54"	48"	48"
	96	.09	72"	.09	48"	48"
	120"	99	84"	09	48"	48"
	144"	82	.96	09	48"	48"
•						

- ① Corrugated Polyethylene Storm Sewer Pipe (See Standard Specification Section 9-05.20)



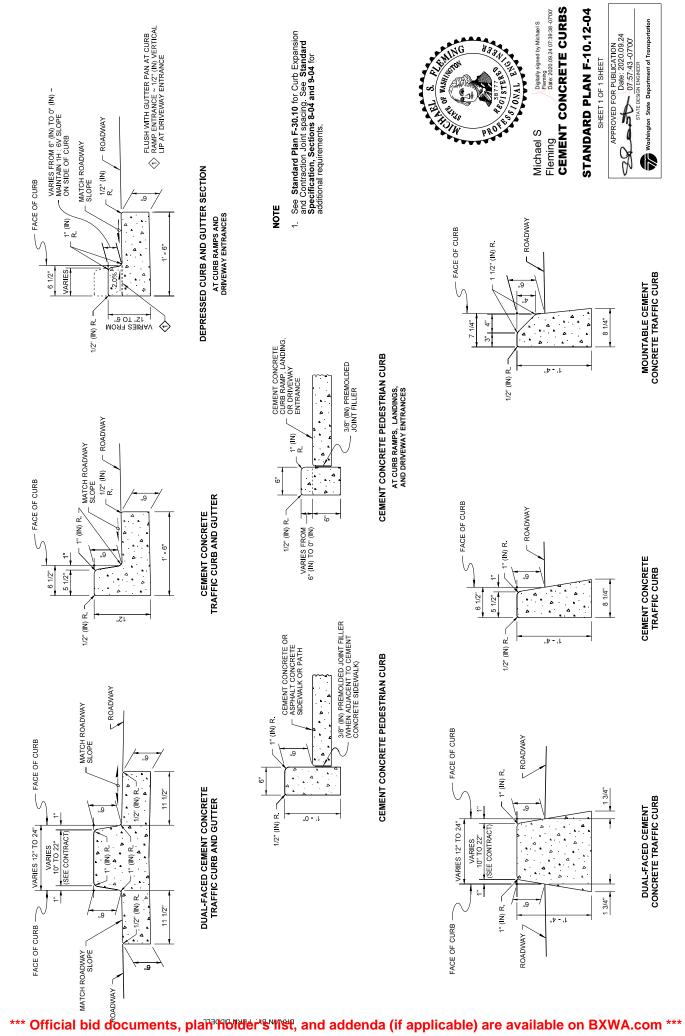
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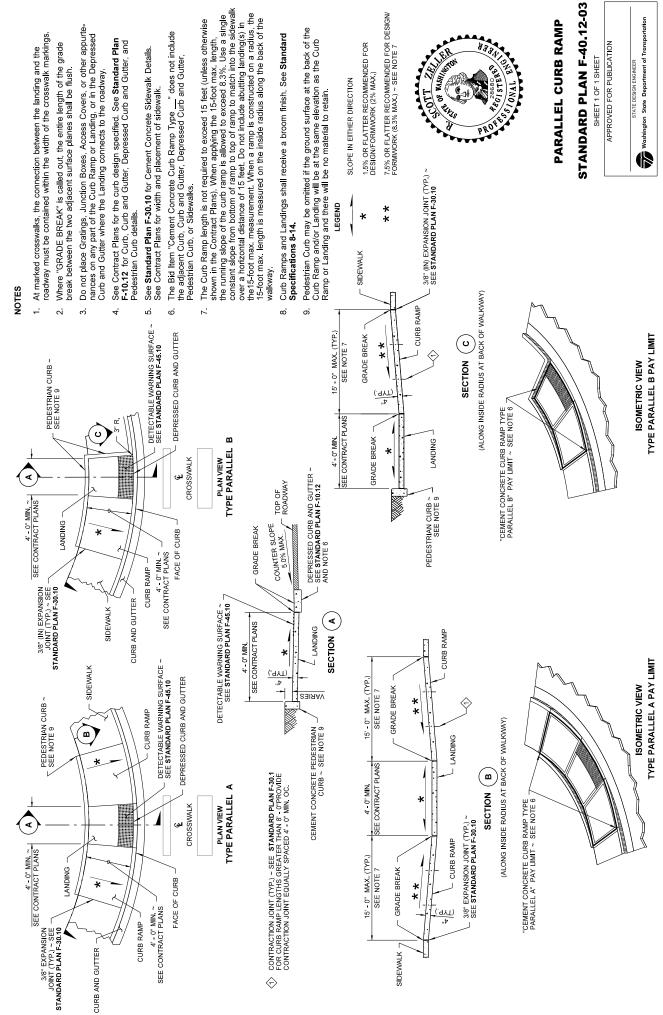
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SEE TABLE

4 4 4

12. - 0" MAX. (FOR MAINTENANCE)





STATE OF WASHING

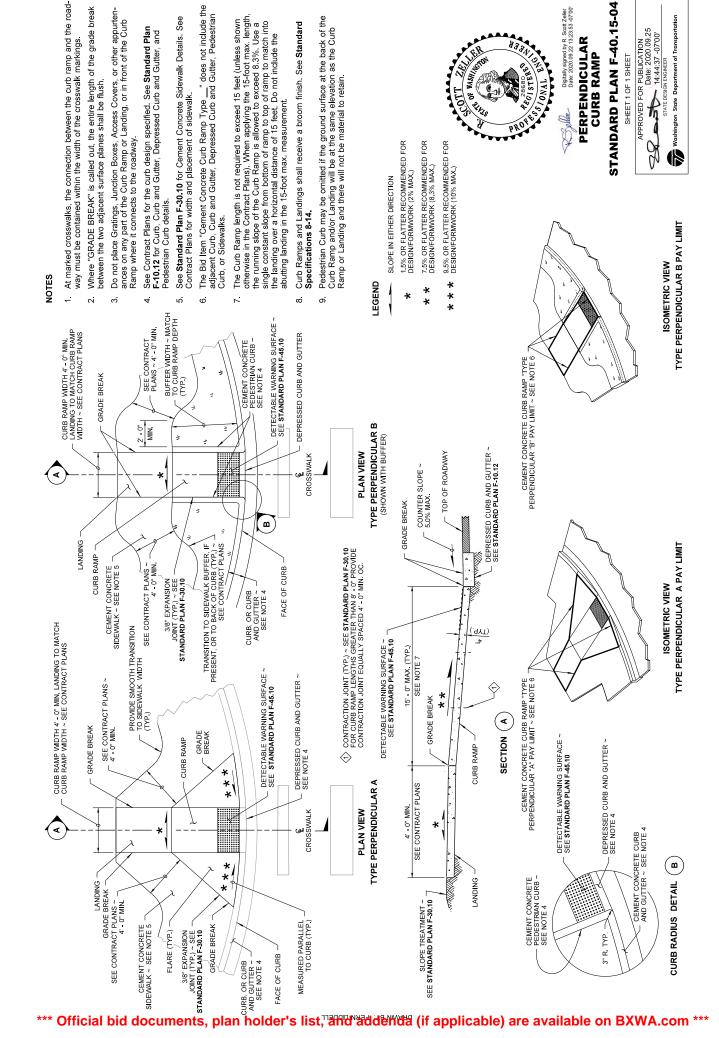
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SHEET 1 OF 1 SHEE"

STATE DESIGN ENGINEEF

Official bid documents, plan rolder slist, and addenda (if applicable) are available on BXWA.com



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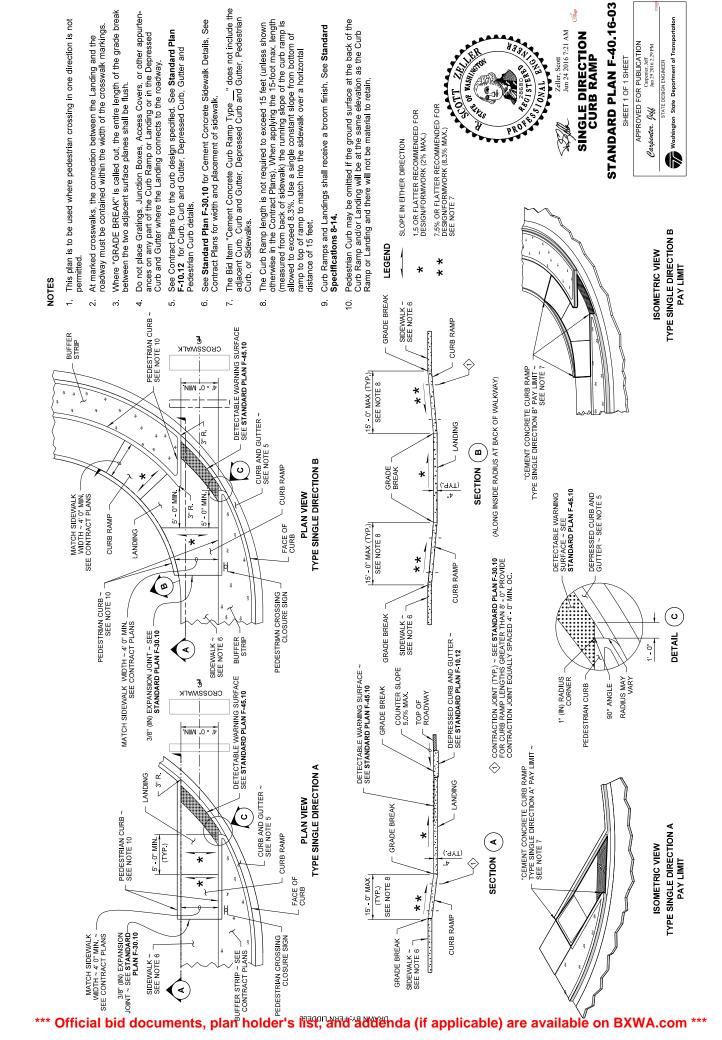
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STATE OF WASHINGS

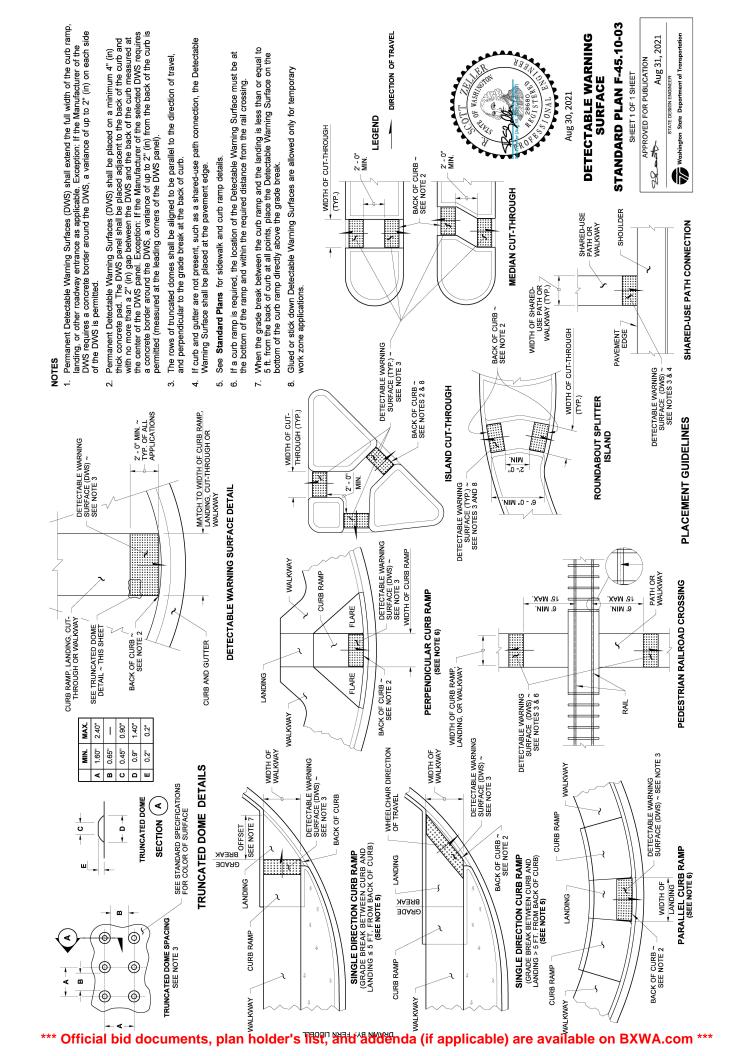
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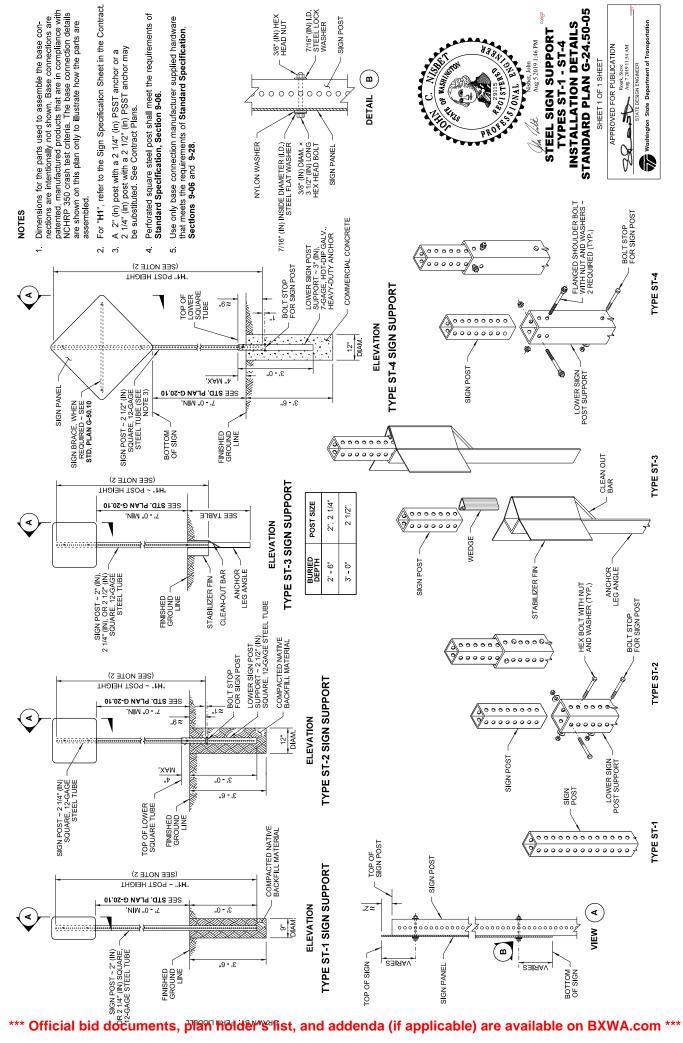


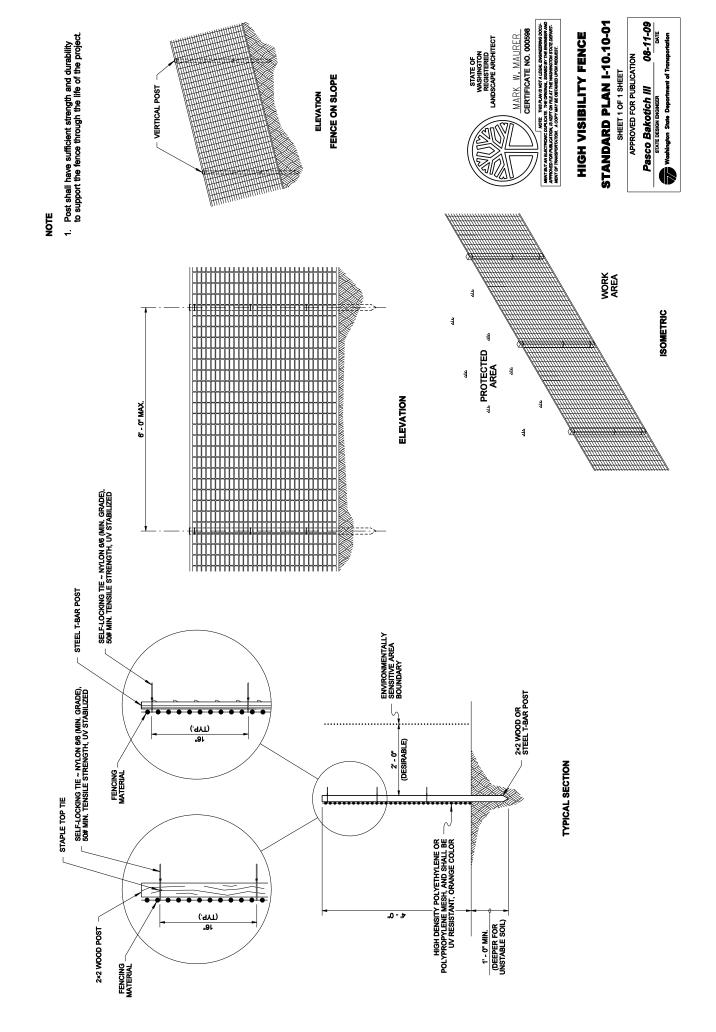
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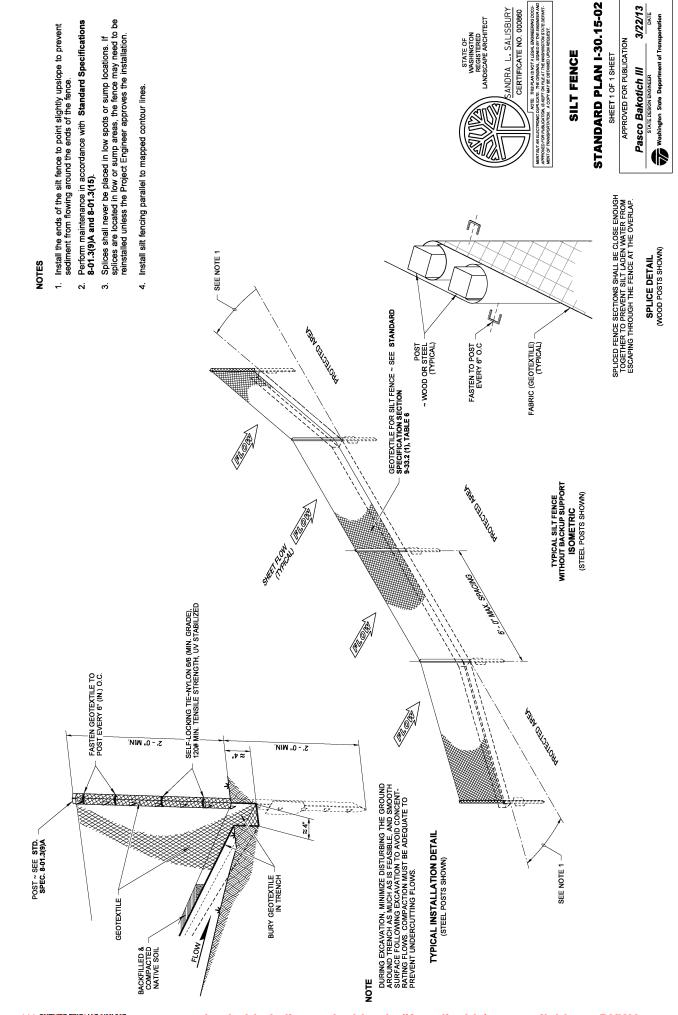
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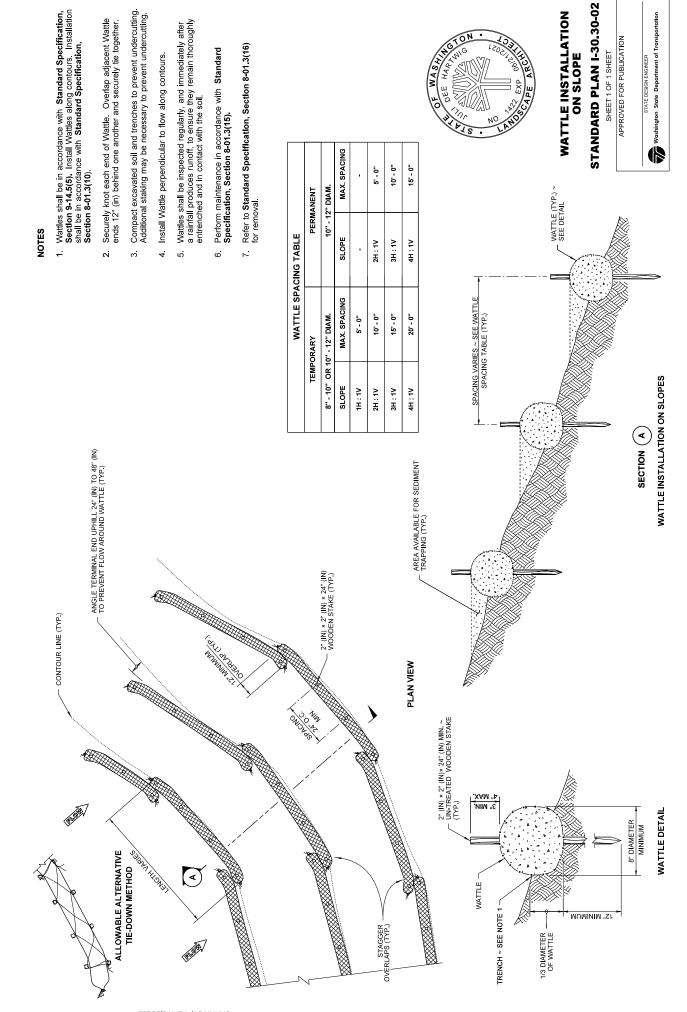
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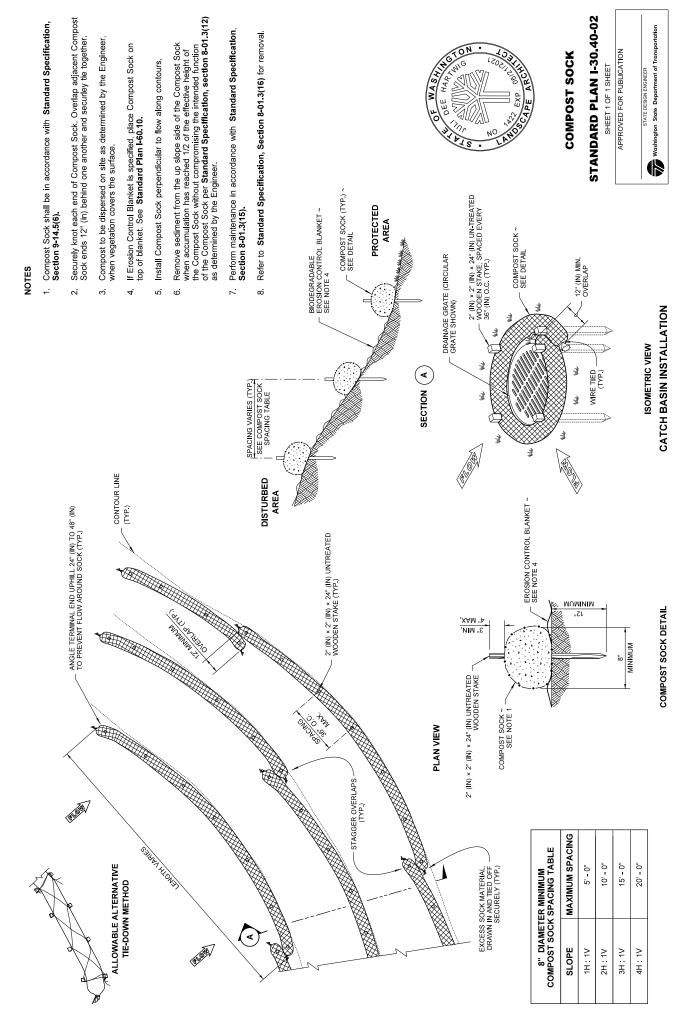


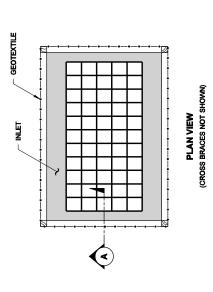


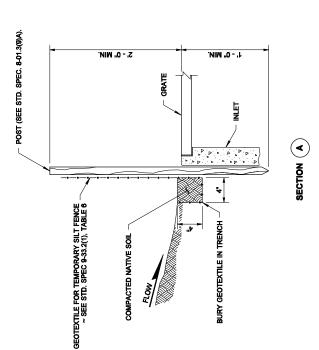






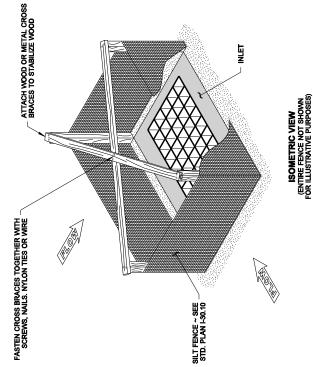






## NOTES

- Prefabricated units may be used in lieu of the design shown on this plan upon approval of the Engineer.
- Structure shall be constructed such that geotextile material shall be fastened to posts creating a seamless joint.
- Ensure that ponding height of water does not cause flooding on adjacent roadways or private property.
- Perform maintenance in accordance with Standard Specification 8-01.3(15).



# MARK W. MAURER MARK W. MAURER MERITARIA MELINDROMA MERITARIA MELINDROMA MERITARIA MELINDROMA MANOREM MERITARIA MELINDROMA MANOREM MENTARIA MELINDROMA MENTARIA MENDARIA MENDARIA MENTARIA MENDARIA MENTARIA MENDARIA MENDARIA MENTARIA MENTARIA MENTARIA MENDARIA MENDARIA MENTARIA MENTARIA MENTARIA MENDARIA MENDARIA MENTARIA MENTARIA MENTARIA MENDARIA MENDARIA MENDARIA MENTARIA MENTARIA MENTARIA MENDARIA MENDARIA MENDARIA MENTARIA MENTARIA MENTARIA MENTARIA MENDARIA MENDARIA MENTARIA M

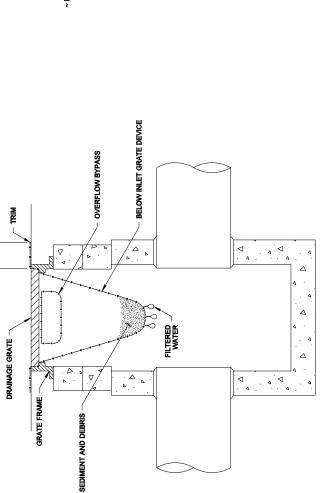
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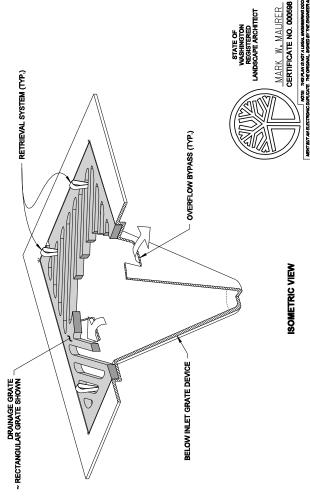
NOTES

- Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
- 2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
- The retrieval system must allow removal of the BIGD without spilling the collected material.
- 4. Perform maintenance in accordance with Standard Specification 8-01.3(15).

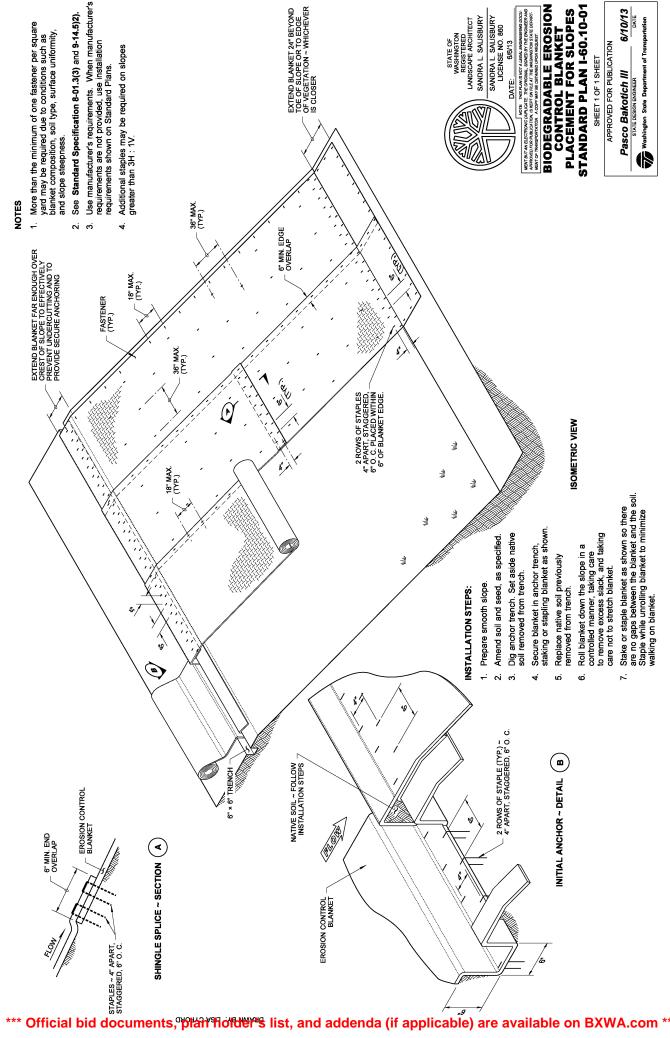
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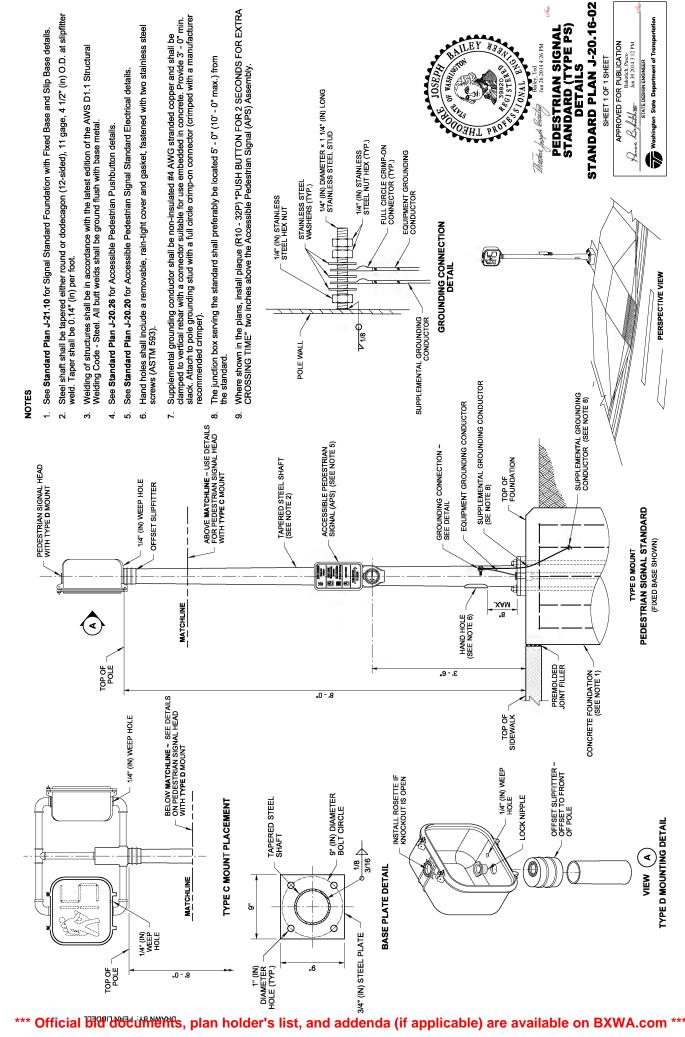


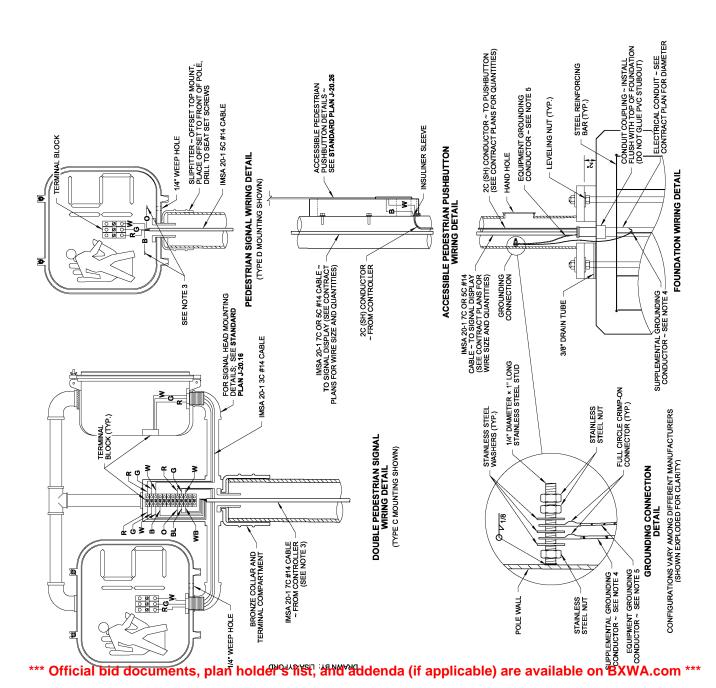
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STORM DRAIN
INLET PROTECTION
STANDARD PLAN I-40.20-00
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## NOTES

- See Standard Plan J-21.10 for Signal Standard Foundation with Fixed Base and Slip Base details.
- See Standard Specification 9-29.3 for Cable Conductor requirements.
   Install heat shrink caps on all spare conductors not terminated on a terminal strip.
- Supplemental grounding conductor shall be non-insulated #4 AWG stranded copper and shall be clamped to vertical rebar with a connector suitable for use embedded in concrete: provide 3'-0" min. slack. Attach to pole grounding stud with a full circle crimp-on connector (crimped with manufacturer's recommended crimpen).
- Equipment grounding conductor shall attach to grounding stud with a full circle crimp-on connector (crimped with a manufacurer's recommended crimper).

5C PEDESTRIAN HEAD TERMINATIONS	USE	DON'T WALK DISPLAY	WALK DISPLAY	NEUTRAL CONDUCTOR	SPARE CONDUCTOR	SPARE CONDUCTOR
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w,	TERMINAL COLOR NUMBER CODE	7*1	7 * 2	7 * 3	2 * 6	2 * 2

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SEC PEDES	TRIANH	7C PEDESTRIAN HEAD TERMINATIONS
TERMINAL NUMBER	COLOR	asn
7 * 1	~	DON'T WALK DISPLAY
7 * 2	o	WALK DISPLAY
7 * 3	>	NEUTRAL CONDUCTOR
7 * 6	8	SPARE CONDUCTOR
7 * 1	0	DON'T WALK DISPLAY
7 * 2	В	WALK DISPLAY
7 * 3	WB	NEUTRAL CONDUCTOR
* ASSOCIATED PHASE NUMBER	ED PHASE	NUMBER



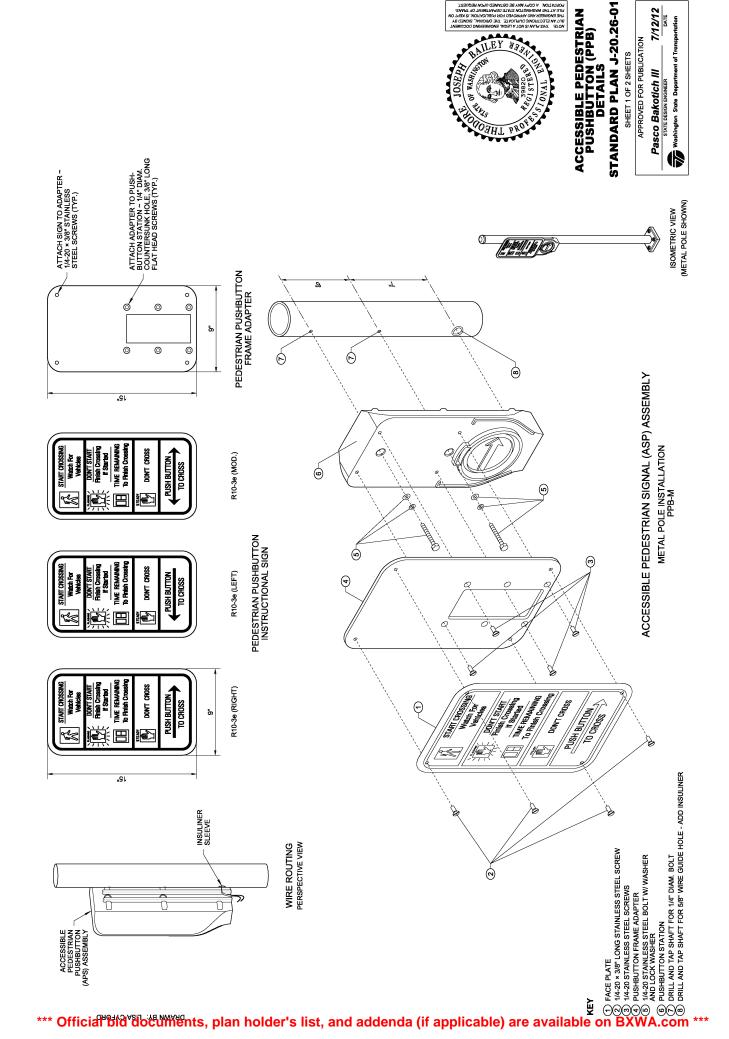
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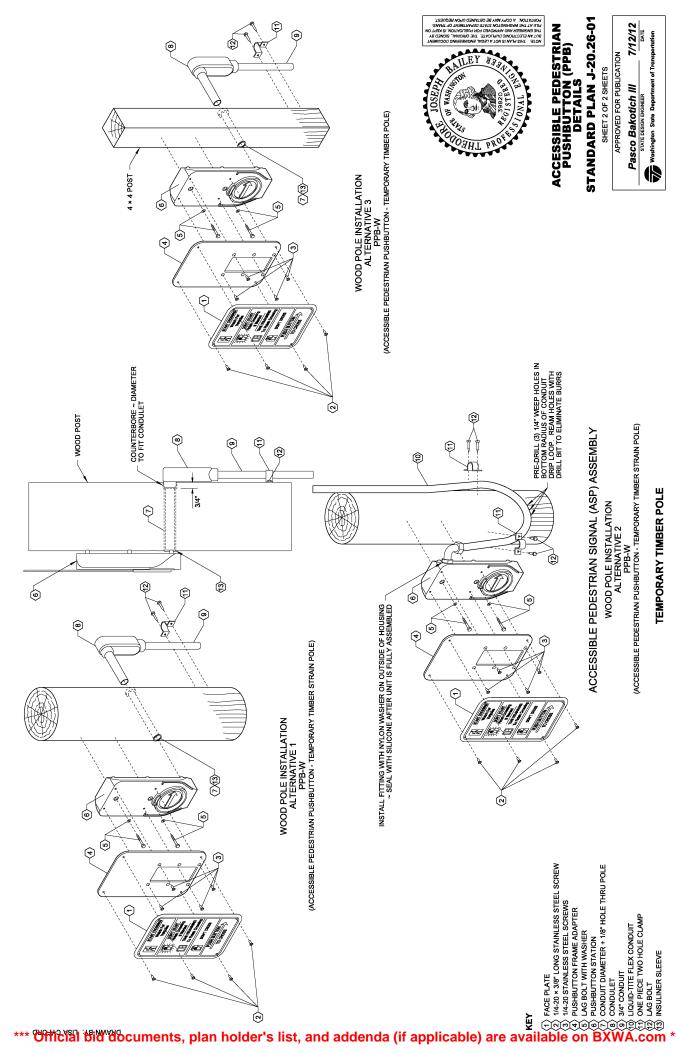
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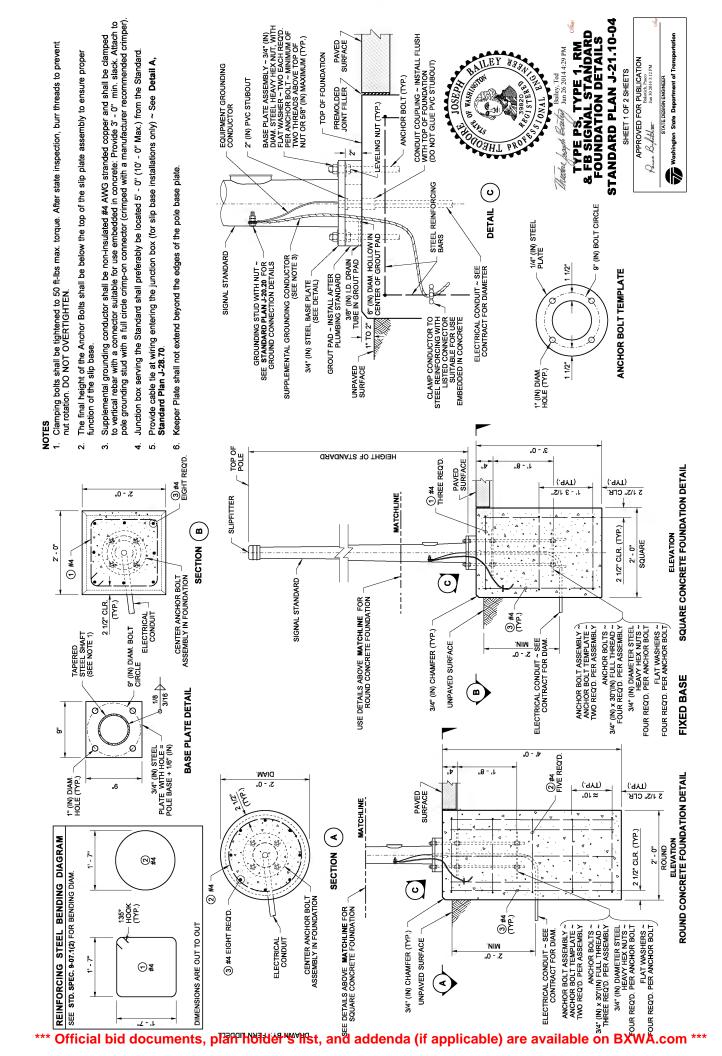
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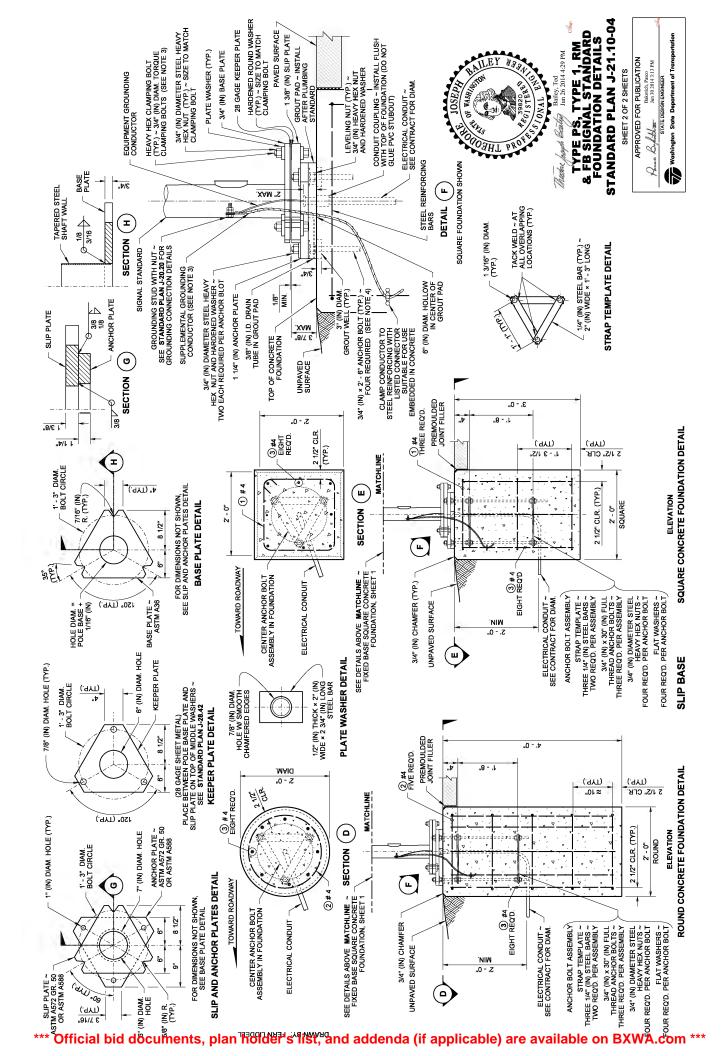
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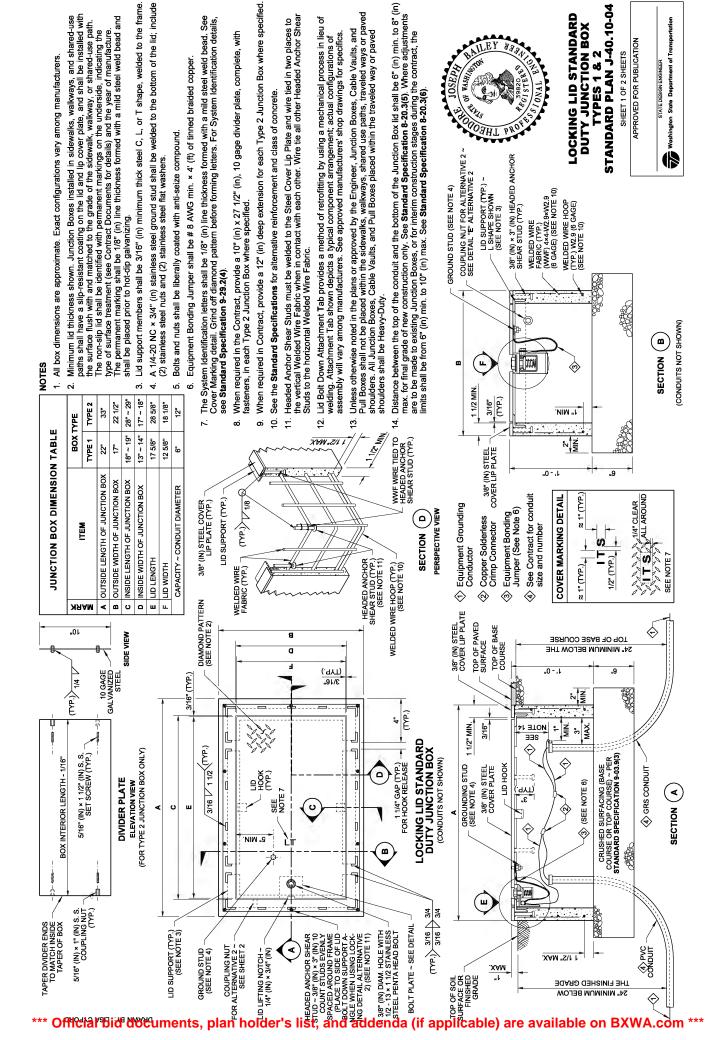
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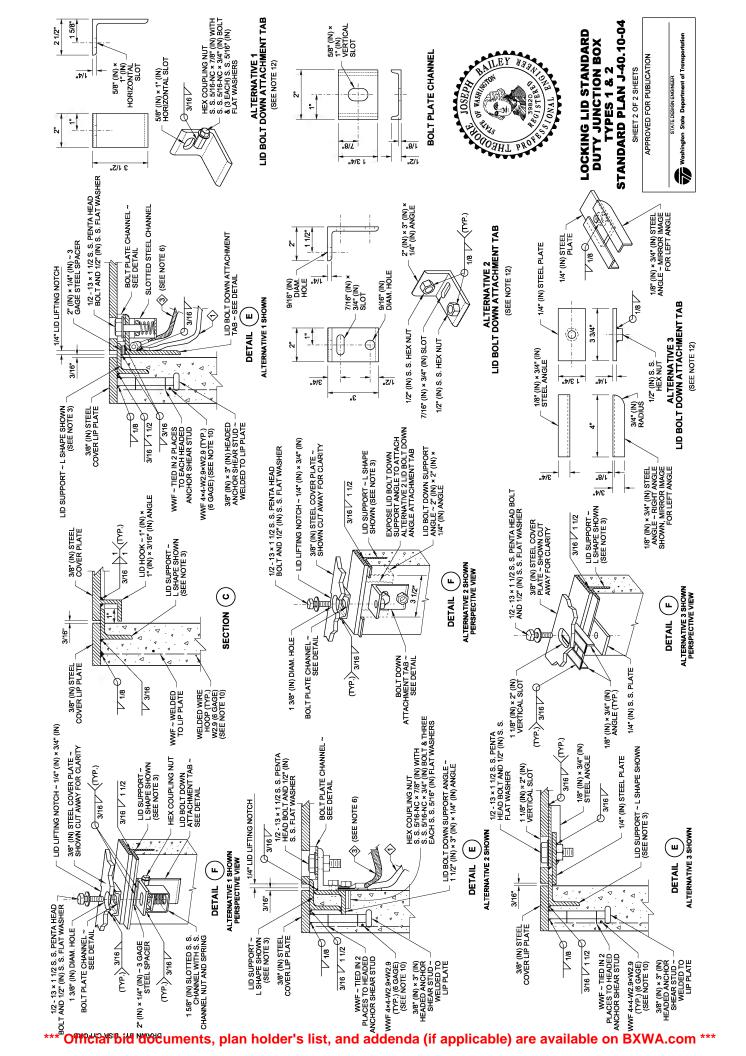


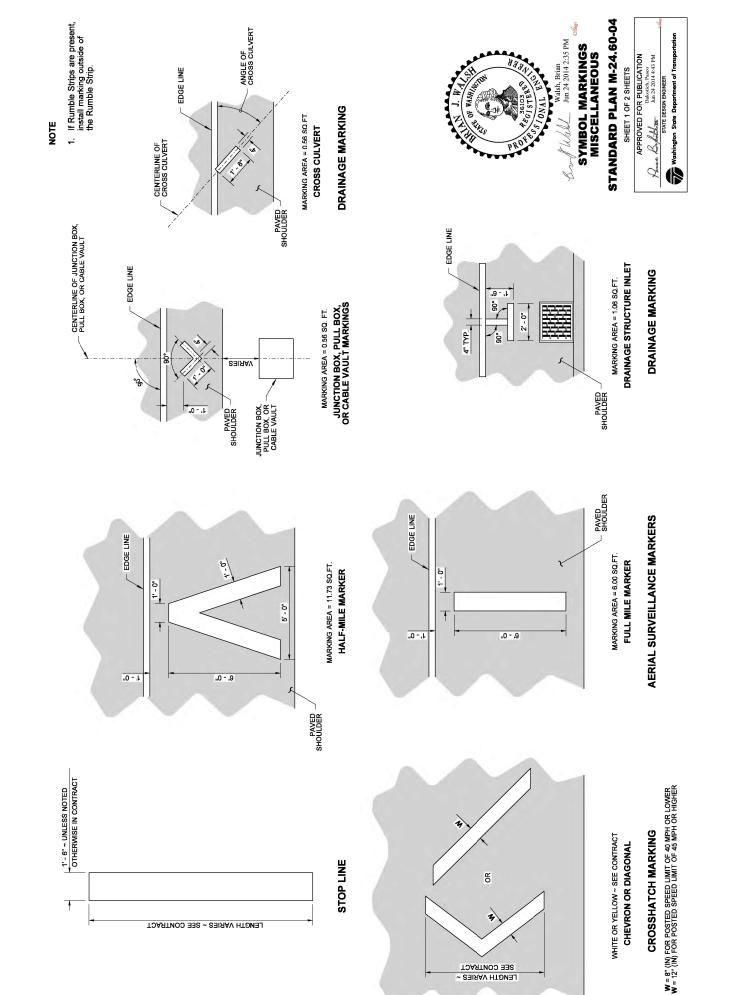








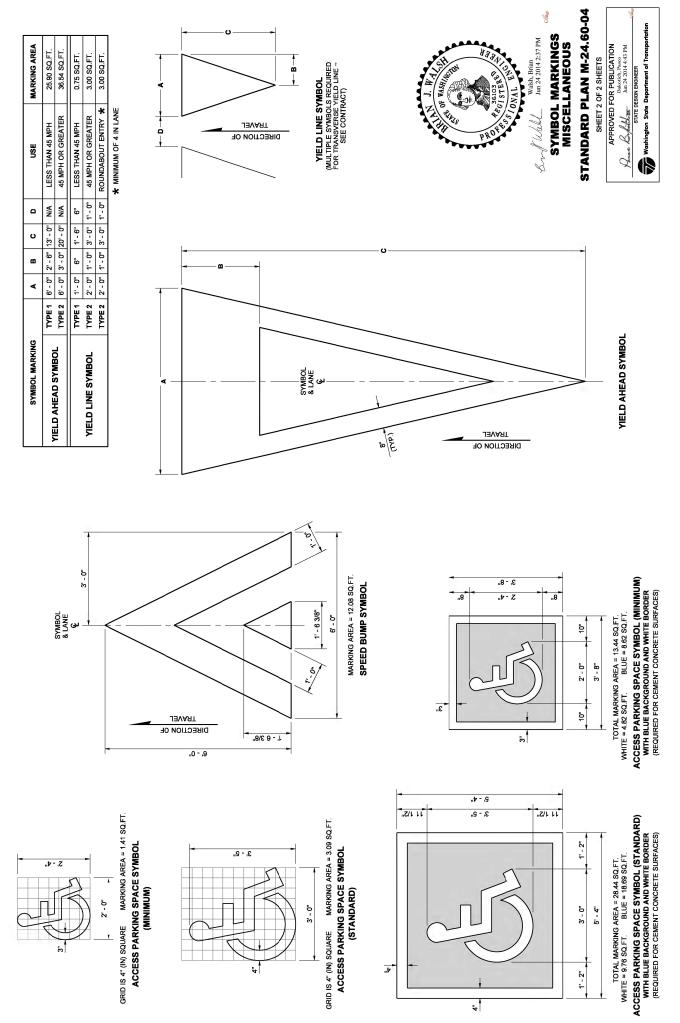


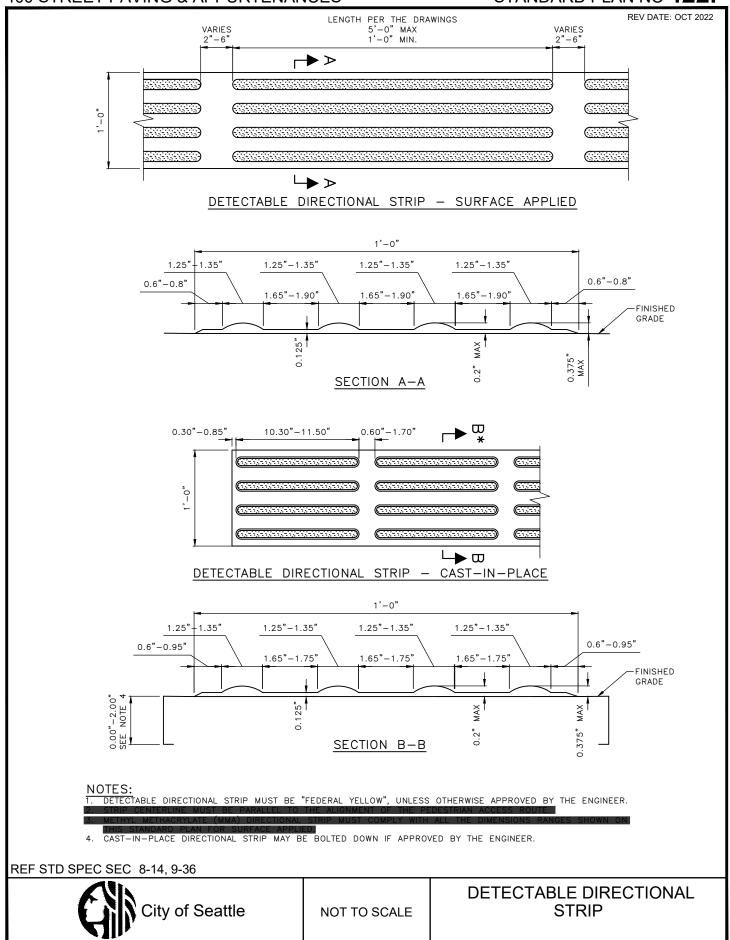


\*\*\* 😘 ซ้าที่ว่าล่า ซ้าเป็นด้วนments, plan holder's list, and addenda (if applicable) are available on BXWA.com \*\*\*

SEE CONTRACT LENGTH VARIES ~

LENGTH VARIES ~ SEE CONTRACT





### **APPENDIX B**

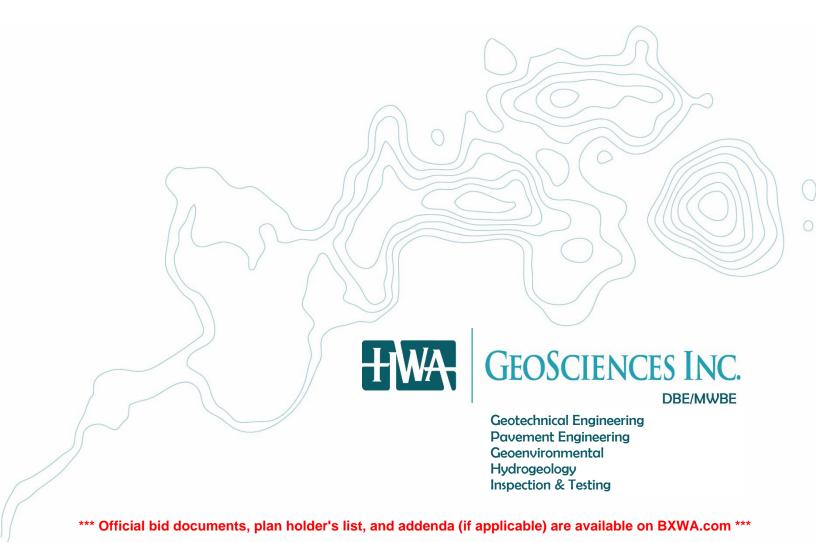
### **GEOTECHNICAL REPORT**

GEOTECHNICAL REPORT (Revised)
Pacific Highway Non-Motorized Corridor
16<sup>th</sup> Avenue S (S308th St to S288th St)
Federal Way, Washington

HWA Project No. 2019-151-21

Prepared for KPFF, Inc.

August 24, 2022





August 24, 2022 HWA Project No. 2019-151-21

KPFF, Inc. 1601 Fifth Avenue, Suite 1600 Seattle, Washington 98101

Attention: Sean Battle, P.E.

Subject: Geotechnical Report (Revised)

Pacific Highway Non-Motorized Corridor 16<sup>th</sup> Avenue S (S 308<sup>th</sup> St to S 288<sup>th</sup> St)

Federal Way, Washington

#### Dear Sean;

As requested, HWA GeoSciences Inc. (HWA) has performed geotechnical engineering evaluations for the proposed improvements along the Pacific Highway Non-Motorized Corridor along the 16<sup>th</sup> Avenue S alignment between S 308<sup>th</sup> Street and S 288<sup>th</sup> Street in Federal Way, Washington. This report includes the results of our field explorations, laboratory testing, and our geotechnical engineering analysis and recommendations completed to date. This report will be finalized upon receipt of your review comments.

We appreciate the opportunity to provide geotechnical engineering services for this project. If you have any questions regarding this report or require additional information or services, please contact the undersigned at your convenience.

Sincerely,

HWA GeoSciences Inc.

Michael S. Place, P.E.

Senior Geotechnical Engineer

Enclosure: Geotechnical Report

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#### **FIGURES (Following Text)**

Figure 1 Site Vicinity Map

Figures 2A-2D Site and Exploration Plans

Figure 3 Surcharge Loading

#### **Appendix A: Logs of HWA Explorations**

Figure A-1 Legend of Terms and Symbols Used on Exploration Logs

Figure A-2 to A-7 Logs of Hand Holes HAB-1 through HAB-6

Figure A-8 to A-12 Logs of Borings BH-1 through BH-5

#### **Appendix B: Laboratory Test Results**

Figure B-1 Summary of Material Properties From Hand Auger Borings

Figure B-2 Grain Size Distributions From Hand Auger Borings

Figure B-3 Summary of Material Properties From Machine Borings

Figures B-4 to B-5 Grain Size Distributions From Machine Borings

Figure B-6 Atterberg Limits From Machine Borings

## GEOTECHNICAL REPORT PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR

16<sup>TH</sup> AVE S (S 308<sup>TH</sup> ST TO S 288<sup>TH</sup> ST)

#### FEDERAL WAY, WASHINGTON

#### 1. INTRODUCTION

#### 1.1 GENERAL

This report summarizes the results of the geotechnical engineering study performed by HWA GeoSciences Inc. (HWA) for the proposed improvements along the Pacific Highway Non-Motorized Corridor along the 16<sup>th</sup> Avenue S alignment between S 308<sup>th</sup> Street and S 288<sup>th</sup> Street in Federal Way, Washington. Figure 1, Site Vicinity Map, and Figure 2, Site and Exploration Plan, show the approximate location of the project alignment along the non-motorized corridor. Our field work included drilling five (5) machine-drilled borings and advancing six (6) hand augers along the corridor. Appropriate laboratory tests were conducted on selected soil samples to determine relevant engineering properties of the subsurface soils. Engineering analyses were conducted to develop recommendations for signal pole foundations, luminaire foundations, boardwalk foundations and asphalt concrete surfacing for the trail.

#### 1.2 PROJECT UNDERSTANDING

It is our understanding that the City of Federal Way plans to make improvements to a non-motorized shared-use path along the Pacific Highway South Corridor from S 308<sup>th</sup> Street to S 288<sup>th</sup> Street.

The project encompasses design for a path/trail that for portions of the alignment will follow parallel to Pacific Highway S and for portions of the alignment will be located within the partially unopened right-of-way for 16<sup>th</sup> Avenue S. The segments of trail located off roadway will include pedestrian-scale illumination for safety.

#### 1.3 SURFACE CONDITIONS

The project alignment slopes gently downward from S 288<sup>th</sup> Street for a distance of about 2,000 feet before rising gently over a distance of about 500 feet to the intersection of S Dash Point Road and 16<sup>th</sup> Avenue S. The remainder of the project alignment is relatively flat. The 2,500-foot segment goes through an undeveloped area with trees and shrubs on both sides and residential and business developments beyond the trees and shrubs. The remainder of the project alignment south of the intersection of S Dash Point Road and 16<sup>th</sup> Avenue S is developed with either concrete or hot-mix asphalt sidewalk. Development along this portion of the project alignment consists of roadway, commercial properties, single-family residential properties, and schools.

#### 2. FIELD INVESTIGATION AND LABORATORY TESTING

#### 2.1 GEOTECHNICAL SUBSURFACE EXPLORATIONS

Our geotechnical exploration program included surface reconnaissance of the alignment and drilling five (5) machine-drilled borings, designated BH-1 through BH-5, along the portion of the project alignment between S 288<sup>th</sup> Street and the intersection of S Dash Point Road and 16<sup>th</sup> Avenue S. Six (6) hand auger borings, designated HAB-1 through HAB-6, were advanced along the portion of the project alignment between the intersection of S Dash Point Road and 16<sup>th</sup> Avenue S and S 308<sup>th</sup> Street. Boring locations were determined based on the extent of the project alignment and are indicated on the Site and Exploration Plan, Figure 2.

Borings BH-1 through BH-5 were drilled by Geologic Drill Partners, Inc. of Bellevue, Washington, under subcontract to HWA. Hand auger borings HAB-1 through HAB-6 were advanced using a hand auger by two (2) HWA geotechnical engineers, who also performed the DCP tests. Logs for the borings are presented in Appendix A of this report.

In borings BH-1 through BH-5, Standard Penetration Test (SPT) sampling was performed at selected intervals and the SPT resistance ("N-value") of the soil was logged. This resistance, or N-value, provides an indication of relative density of granular soils and the relative consistency of cohesive soils. In hand auger borings HAB-1 through HAB-6, a Dynamic Cone Penetrometer (DCP) test was performed in each boring. The DCP test data collected was used to develop a correlation with the N-value of the soil at each boring location.

A geotechnical engineer from HWA logged the explorations and recorded pertinent information, including sample depths, stratigraphy, soil engineering characteristics, and ground water occurrence. Soil samples obtained from the explorations were classified in the field and representative portions were placed in plastic bags. These soil samples were then taken to our Bothell, Washington, laboratory for further examination and testing.

The stratigraphic contacts shown on the exploration logs represent the approximate boundaries between soil types; actual transitions may be gradual or vary slightly in location. The soil and ground water conditions depicted are only for the specific date and location reported and, therefore, are not necessarily representative of other locations and times.

#### 2.2 LABORATORY TESTING

Laboratory tests were conducted at HWA's Bothell, Washington laboratory, on selected samples retrieved from the borings to determine relevant index and engineering properties of the soils encountered at the site. The tests included visual classifications, natural moisture content, Atterberg Limits and grain size distribution. The tests were conducted in general accordance with appropriate American Society of Testing and Materials (ASTM) standards. The test results and a discussion of laboratory test methodology are presented in Appendix B, and/or displayed on the exploration logs in Appendix A, as appropriate.

#### 3. SITE CONDITIONS

#### 3.1 GENERAL GEOLOGIC CONDITIONS

The project alignment is located within the Puget Lowland. The Puget Lowland has repeatedly been occupied by a portion of the continental glaciers that developed during the ice ages of the Quaternary period. During at least four periods, portions of the ice sheet advanced south from British Columbia into the lowlands of Western Washington. The southern extent of these glacial advances was near Olympia, Washington. Each major advance included numerous local advances and retreats, and each advance and retreat resulted in its own sequence of erosion and deposition of glacial lacustrine, outwash, till, and drift deposits. Between and following these glacial advances, sediments from the Olympic and Cascade Mountains accumulated in the Puget Lowland.

According to the *Geologic Map of King County, Washington* (Booth et al, 2007), the project alignment is underlain by Pleistocene Vashon drift consisting of glacial till. Glacial till generally consists of a mixture of clay, silt, sand, and gravel deposited by an overriding glacier and as such is heavily over-consolidated.

#### 3.2 SUBSURFACE SOIL CONDITIONS

The soils encountered in our explorations consist of topsoil, fill material, native silts, glacial till, and advance outwash. Further descriptions of soils encountered in our explorations are presented below in order of deposition, beginning with the most recently deposited. The exploration logs in Appendix A provide more detail of subsurface conditions observed at specific locations and depths.

- **Topsoil:** Topsoil was encountered in the explorations outside of paved areas. This material was dark brown and consisted of silty sand with abundant rootlets. When present, the topsoil was approximately 3 to 6 inches thick.
- **Fill:** Fill was encountered in borings BH-1, and BH-3 through BH-5. This material was olive-gray and consisted predominantly of silty sand with gravel. The fill was approximately 9 feet thick in BH-1 and between 4 and 7 feet thick in BH-3 through BH-5. In BH-3 the fill was approximately 3 feet thick, while in BH-1, it was approximately 7 feet thick. The fill likely was placed during construction of the roadways sidewalks and utility lines.
- Native Silts: Native silts were encountered in boring BH-4 and may be lacustrine, glaciolacustrine, or ice contact deposits. These soils were generally medium stiff in the upper section and become hard at depth. These types of soil often have sandy lenses of soil within them. Silts are generally poor conduits for water flow, however sandier lenses within them can be water bearing and allow for water migration.
- Glacial Till: Glacial till was encountered in borings BH-1 through BH-3 below the fill soils. The glacial till soils consisted of very dense, rust-mottled olive-gray to olive-

brown, silty sand with gravel and poorly graded sand with silt and gravel. Glacial till is material which was deposited below the base of the glacial ice sheet. It consists of an unsorted mixture of clay, silt, sand and gravel, which is very dense, having been consolidated by the weight of greater than 2,000 feet of ice. It is also known to contain scattered cobbles and boulders, known as glacial erratics. Till is relatively impermeable and generally not suitable for onsite infiltration. Generally, the till forms an impervious layer below which surface water cannot penetrate. Where sand overlies the till, water is often perched on top of the till.

• Advance Outwash: Advance outwash was encountered in explorations BH-5 and HAB-2 and is often found below glacial till soils. Advance outwash is material deposited by glacial meltwaters that are then overridden by advancing glaciers. They typically consist of silts, sands, and gravels with lower overall silt contents than glacial till soils. Advance outwash often allows for the movement of groundwater and can often facilitate infiltration if groundwater is not present.

#### 3.3 GROUND WATER CONDITIONS

Ground water seepage was observed in borings BH-2 through BH-5 and HAB-2. In borings BH-2 through BH-5, the seepage was observed at depths ranging from approximately 4 and 11 feet below ground surface (bgs). In HAB-2, the seepage was observed at a depth of approximately 2 feet bgs. No ground water seepage was observed in BH-1, HAB-1, and HAB-3 through HAB-6 at the time of our explorations; however, hand auger borings HAB-1 and HAB-3 through HAB-6 were terminated at depths of about 1½ to 4 feet due to refusal in coarse grained soils.

Prospective contractors should be prepared to encounter and manage seasonally varying perched ground water on top of the very dense glacial till deposits. Increases in the volume of perched ground water should be expected wherever excavations bisect existing utility trenches. Existing utility trench backfill is expected to be significantly more permeable than the native glacial till deposits. Therefore, we expect that perched ground water will collect and flow along the alignment of existing utility trenches.

#### 4. CONCLUSIONS AND RECOMMENDATIONS

#### 4.1 GENERAL

The subsurface soils encountered during our explorations generally consist of glacially consolidated soils overlain by fill. The glacial soils are generally sufficient to support the proposed improvements with implementation of some mitigation measures where loose fill and weathered soils are encountered.

It is our understanding that some small retaining walls may be constructed where needed along portions of the project alignment. The subgrade soil conditions in the vicinity of these walls will

provide adequate support for the walls with some over-excavation and replacement of loose near-surface material.

We understand that construction of boardwalks is being considered along two sections of the alignment, one over the ravine near Redondo Way S and another on the north end of the alignment near S 288<sup>th</sup> Street. Furthermore, we understand that pedestrian-scale luminaire structures are being considered throughout the proposed alignment. The subgrade soils along the alignment will provide adequate lateral bearing capacity to allow the use of WSDOT Standard Plans for the associated foundations at all proposed locations.

#### 4.2 SEISMIC CONSIDERATIONS

#### 4.2.1 Seismic Design Parameters

Earthquake loading for the applicable proposed improvements was developed in accordance with Section 3.4 of the AASHTO Guide Specifications for LRFD Bridge Design, 2<sup>nd</sup> Edition, 2011 and the Washington State Department of Transportation (WSDOT) amendments to the AASHTO Guide Specifications provided in the Bridge Design Manual (LRFD) (WSDOT, 2019). For seismic analysis, the Site Class is required to be established and is determined based on the average soil properties in the upper 100 feet below the ground surface. Based on our explorations and understanding of site geology, it is our opinion that the proposed improvements are underlain by soils consistent with Site Class C. Therefore, Site Class C should be used with AASHTO seismic evaluations for this project. Table 1 presents recommended seismic coefficients for use with the General Procedure described in AASHTO (2011), which is based upon a design event with a 7 percent probability of exceedance in 75 years (equal to a return period of 1,033 years). The seismic design category for this project site is C.

Table 1: Seismic Coefficients for Evaluation Using

AASHTO Guide Specifications calculated by USGS Seismic Hazard Map (Site Class C)

Period (sec)	Mapped Spectral Response Acceleration (g)			ite icients		Spectral Response celeration (g)
0.0	PGA	0.411	$F_{PGA}$	1.200	$A_{s}$	0.493
0.2	$S_s$	0.935	$F_a$	1.200	$S_{DS}$	1.122
1.0	$S_I$	0.269	$F_{v}$	1.500	$S_{DI}$	0.404

Notes: Parameters are for Latitude 47.336210° and Longitude -122.31229°

PGA = Peak ground acceleration

 $F_{PGA} = PGA$  site coefficient

 $A_S$  = Design acceleration coefficient (peak ground acceleration adjusted for Site Class effects)

 $S_s$  = Short period (0.2 second) Mapped Spectral Acceleration

 $S_1 = 1.0$  second period Mapped Spectral Acceleration

 $S_{DS}$  = Spectral Response adjusted for site class effects for short period =  $F_a \cdot S_s$ 

 $S_{D1}$  = Spectral Response adjusted for site class effects for 1-second period =  $F_v \cdot S_1$ 

F<sub>a</sub> = Short Period Site Coefficients

F<sub>v</sub> = Long Period Site Coefficients

#### 4.2.2 Soil Liquefaction

Liquefaction is a temporary loss of soil shear strength due to earthquake shaking. Loose, saturated cohesionless soils are susceptible to earthquake-induced liquefaction; however, recent experience and research has shown that certain silts and low-plasticity clays are also susceptible. Primary factors controlling the development of liquefaction include the intensity and duration of strong ground motions, the characteristics of subsurface soils, in-situ stress conditions and the depth to ground water.

Based on our explorations, absence of ground water in soils that would otherwise be susceptible to seismic induced liquefaction soils and shallow glacially consolidated soils indicate that liquefaction is not a design consideration for the project alignment.

#### 4.3 LUMINAIRE FOUNDATIONS

Corridor improvements will include pedestrian-scale lighting along segments of trail off roadway for safety. We anticipate that the luminaire foundations will be designed in accordance with WSDOT Standard Plans. Based on the shallow soils encountered during our explorations, we expect that luminaire foundations can be designed for an allowable lateral bearing pressure of 1,000 pounds per square foot (psf) in areas north of S Dash Point Road, and 2,000 psf in areas south of S Dash Point Road.

#### 4.4 PILE FOUNDATIONS

To allow for construction of the trail construction some pile supported boardwalks may need to be considered. Near Redando Way S a steep slope ravine exists that is susceptible to scour and erosion. Additionally, the proposed portion of the pathway approaching S 288<sup>th</sup> Street construction of a pile supported boardwalk could be used in place of a large retaining wall structure. Pile supported boardwalks could allow for pathways to be built onto slopes without significant slope alteration. Piles may consist of either driven pin piles or drilled shaft foundations, however, pin pile foundations are generally more cost effective and will likely be easier to install in areas with more challenging access conditions.

#### 4.4.1 Pin Piles

Pin piles are small-diameter steel pipe piles driven by heavy pneumatic or hydraulic hammers. Typically, concrete caps or support beams are placed on top of the newly installed pin piles to support the structure. A structural engineer should design the pile foundation, grade beam and slab system.

We recommend using 3-inch, 4-inch or 6-inch diameter galvanized steel piles that are driven to refusal to a depth of at least 10 feet below ground surface and be embedded a minimum of 5 feet into stiff/dense native soils using a heavy pneumatic or hydraulic hammer. Pin piles installed in accordance with our recommendations should provide adequate capacities to support the boardwalk and will reduce loads on the surface of the slope and add some lateral support to the site slopes. Small diameter pin piles are not typically considered to provide lateral capacity, but

if lateral capacities are needed, they could be achieved driving battered piles. If 6-inch diameter pin piles are utilized, lateral capacities may be achievable and lateral capacities may be calculated using the L-Pile parameters listed in Section 4.4.2 of this report. Settlements on pin piles driven to refusal are generally less than one inch of total settlement during their lifespan.

Pin piles should be driven to refusal based on criteria determined using a WEAP analysis. Refusal criteria is depended on the size of the pile being installed and the type of hammer being used and is typically given in seconds per inch of movement. We anticipate that the piling contractor that is selected for this project will utilize a hydraulic hammer to drive the pin piles proposed for the foundation system for the subject structure. The acceptance criteria for the piles should be determined once the pile diameter and the hammer size is determined. Typically 3-inch, 4-inch and 6-inch pin piles driven to refusal, as described above, can provide ultimate capacities of 10 kips, 16 kips and 28 kips respectively. A factor of safety of at least 2 should be used in the design of the pin piles. A pile load test should be conducted on a sacrificial pile to determine actual capacity, however, the pile load test can be omitted provided a factor of safety of 3 is used in the design of the pin piles. If pin pile load tests are conducted at least on pin pile load test per area where pin piles are to be installed (i.e. one within the section near S 288th Street and one by the ravine near Redando Way S).

Piles installed in accordance with the specified refusal criteria should provide an ultimate uplift capacity of 0.4 kips, 0.6 kips, and 1 kip for 3-inch, 4-inch and 6-inch pin piles respectively, provided only one pile section is installed or the sections are welded together if more than one section is needed (note typical pin-pile sections come in lengths of about 21 feet). We estimate that the specified refusal criteria will be reached at a depth of approximately 15 to 25 feet below base of the existing ground surface based on conditions observed during our field investigation. Actual pile depths may vary depending upon subsurface topography and the consistency of the dense native soils.

#### 4.4.2 Drilled Piles

If drilled piles are to be utilized, they should consist of an augured shaft having typical diameters of approximately 12 to 36 inches. They are drilled to a design depth and filled with reinforced concrete. Design parameters related to drilled pier foundations have been prepared based on the field explorations, further observation of the selected bulk samples in the laboratory, published references, and engineering judgment. In general, the design parameters were developed from the observed material type and the SPT data collected.

Piles should be designed in in accordance with skin friction and end bearing pressures provided in Tables 2 and 3 below.

Table 2: Drilled Pier Design Parameters (0-1,500 feet South of S 288th St)

Soil Unit	Depth	<b>Ultimate Skin Friction</b>	Ultimate End Bearing
Fill Soil	0-10 feet	200 psf	-
Weathered Native	10-20 feet	1,000 psf	10 ksf
Till	20-30 feet	2,000 psf	20 ksf

Notes: psf = pounds per square foot ksf = kips per square foot

Table 3: Drilled Pier Design Parameters (Near Ravine by Redondo Road S)

Soil Unit	Depth	Ultimate Skin Friction	Ultimate End Bearing
Stiff Silts	0-18 feet	400 psf	5 ksf
Till	18-30 feet	2,000 psf	20 ksf

Ultimate uplift capacities of piles can be assumed to be equal to ½ of the calculated ultimate skin friction value of the pile plus the weight of the pile materials. Pier calculations should incorporate a factor of safety of 3.0 for end bearing capacity and 2.0 for skin friction. HWA recommends neglecting any capacity derived from the upper 2 feet of material overlying the site.

Allowable lateral pressures will be dependent on the pile dimensions and materials to be used. To calculate lateral capacities of the piles the following L-pile parameters should be utilized.

Table 4: L-Pile Parameters Drilled Pier Design Parameters (0-1,500 feet South of S 288th St)

Soil Unit	Depth	Soil Effective Unit Weight	Soil Friction Angle	Soil Modulus (k)
Sand (Reese)	0-10 feet	110 pcf	26 degrees	20 pci
Sand (Reese)	10-20 feet	125 pcf	32 degrees	90 pci
Sand (Reese)	20-30 feet	135 pcf	38 degrees	250 pci

Notes: pcf = pounds per cubic foot pci = pounds per cubic inch

Table 5: Drilled Pier L-Pile Parameters (Near Ravine by Redondo Road S)

L-Pile Soil Type	Depth	Soil Effective Unit Weight	Soil Friction Angle	Soil Modulus (k)
Sand (Reese)	0-18 feet	110 pcf	27 degrees	25 pci
Sand (Reese)	18-30 feet	135 pcf	38 degrees	250 pci

HWA recommends that the drilling contractor review the field exploration logs of this report before starting excavations for the drilled piles. If groundwater or sloughing soils are encountered, it should be expected that the advancement of casing and placement of concrete will be more difficult and special measures will be required. A representative of the Geotechnical Engineer should be on site to observe and document the installation of the deep foundation system.

When the drilling processes are completed for the pile, the reinforcing steel and the concrete should be placed immediately after the final cleanout pass is conducted on the base. The tremie method of concrete placement should be adopted when placing concrete below the groundwater table to prevent segregation of the concrete materials. If concrete is placed by the free-fall method into a dry excavation, it should be placed to avoid contact with the excavation sidewalls to prevent segregation. During simultaneous concrete placement and casing removal operations, sufficient concrete should be maintained inside the casing to offset the hydrostatic head of the ground water outside the casing and minimize the intrusion of soil into the concrete.

Concrete placed in the pile excavations should have a slump in the range of 7 to 9 inches to reduce the potential for the formation of voids as the temporary pier casing is extracted. The concrete mix should be designed to attain the required 28-day design strength when placed at this slump.

#### 4.4.3 Pile Construction Monitoring

Full time observation of the pile installation, by a person with knowledge of the geotechnical aspects of the project, is recommended to determine if bearing soil and proper embedment depths have been reached. The contractor should submit their procedures for pile installation to the Geotechnical Engineer for approval prior to the start of construction.

#### 4.5 RETAINING WALL STRUCTURES

Retaining walls along the site's alignment are to consist of either Cast-in-Place (CIP) walls or Structural Earth Walls (SEW). Most of these walls are anticipated to be no taller than 4 feet. Walls taller than 4 feet will need to be engineered in accordance with the design recommendations provided in this report.

#### 4.5.1 Wall Design Recommendations

Most of the site retaining walls will consist of Structural Earth Walls (SEW) that are less than 4 feet tall. If SEWs are to exceed 4 feet they will need to be engineered and will likely require grid reinforcement. SEWs consist of a proprietary wall system that the wall supplier will need to design for internal stability.

HWA understands that CIP concrete walls may be utilized along some portions of the alignment. These walls are planned in areas where higher structural loads will need to be resisted or inadequate distance exists to allow for grid reinforcement of the walls.

Walls should be imbedded a minimum of 2 feet below surface grades for walls over 4 feet in height or 1 foot for walls 4 feet or less. However, if the lower side of the wall is on a slope, the base of the wall must be at an elevation that provides at least 5 feet of soil laterally from the edge

of the footing to the surface exposure of the slope. For example, if the wall is on a 2Horizontal:1Vertical slope, a footing would need to extend down at least  $2\frac{1}{2}$  feet below surface grades to allow for a 5-foot distance from the edge of footing to the surface exposure of the slope.

The walls should be designed in accordance with the AASHTO *LRFD Bridge Design Specifications* (AASHTO, 2020) and Section 6-13.3(2)A of the 2020 *WSDOT Standard Specifications*. We recommend the walls be designed using the parameters presented in Tables 6 and 7 depending on location. For the Extreme Event Limit State, the wall shall be designed for a horizontal seismic acceleration coefficient k<sub>h</sub> of one-half the peak ground acceleration or 0.247g and a vertical seismic acceleration coefficient k<sub>v</sub> of 0.0g (assuming the wall is free to move during a seismic event). This seismic acceleration equates to a rectangular seismic pressure of 17\*H psf, where H is the exposed wall height. Resistance factors of 0.65 and 1.0 should be used for static (non-seismic) and seismic conditions, respectively.

Table 6: Recommended Wall Design Parameters North of S Dash Point Road

<b>Soil Properties</b>	Wall Backfill*	Retained Soil*	Foundation Soil
Unit Weight (pcf)	135	135	125
Friction Angle (deg)	34	34	30
Cohesion (psf)	0	0	0

<sup>\*</sup> Assumes the use of Gravel Borrow, as specified in Section 9-03.14(1) of WSDOT Standard Specifications. However, if geogrid reinforcing is to be used CSBC should be utilized instead of gravel borrow.

Table 7: Recommended Wall Design Parameters
South of S Dash Point Road

Soil Properties	Wall Backfill*	Retained Soil*	Foundation Soil
Unit Weight (pcf)	135	135	130
Friction Angle (deg)	34	34	36
Cohesion (psf)	0	0	0

<sup>\*</sup> Assumes the use of Gravel Borrow, as specified in Section 9-03.14(1) of WSDOT Standard Specifications. However, if geogrid reinforcing is to be used CSBC should be utilized instead of gravel borrow.

Backfilled soils in front of proposed walls can be assumes to have a passive pressure of 300 psf (this includes a reduction factor of 1.5) and the internal friction coefficient for the 0.5 may be used across the base of concrete wall foundations.

#### 4.5.2 Wall Subgrade Preparation

Subgrade preparation is important to limit differential settlement of the walls and maintain global stability. All organic material should be removed from beneath the entire footprint of the walls prior to placing material. Loose or soft soil, as determined by HWA, should be removed and replaced with "Structural Backfill" or be suitably compacted.

All areas on which the walls will bear should be graded level perpendicular to the wall face and compacted in accordance with Section 2-03.3(14)D of the WSDOT Standard Specifications (WSDOT, 2020), except the relative compaction should be tested using the ASTM D 1557 (Modified Proctor) method.

We recommend an HWA geotechnical engineer, or their representative, be present during construction to verify the assumptions made for the foundations of the walls are met. The depth and extent of excavation will be directed by the geotechnical engineer on site.

We recommend the bottom of the retaining walls be placed on a 1-foot-thick leveling pad consisting of Crushed Surfacing Base Course (CSBC) meeting the requirements of Section 9-03.9(3) of the WSDOT Standard Specifications (WSDOT, 2020) and compacted to 95 percent of Modified Proctor maximum dry density, as determined by ASTM D 1557. This leveling pad should be graded to establish the proper wall batter. If very soft soil conditions are encountered below the base of a proposed foundation an additional 12 inches of over-excavation may be necessary (a total of 2 feet below the base of the wall). If firm soils are encountered to this depth additional CSBC should be place and compacted in the over-excavated area. However, if soft soils continue to depths greater than 2 feet and complete removal of soft soil is not reasonable, then the bottom 12 inches of over-excavated area should be backfilled with 2-4 inch quarry spalls, railroad ballast, or other approved materials to stabilize the soil. This material should be compacted or tamped in place and a layer of separations fabric (such as Mirafi® 140N or equivalent) should be placed above it followed by 12 inches of CSBC compacted to 95 of Modified Proctor (ASTM D1557). Wall foundations founded in this manner can be designed using an allowable bearing pressure of 2,000 psf. Estimated settlements based on this bearing pressure will be on the order of 1 inch with estimated differential settlements of 1 inch 40 feet.

A 6-inch-diameter perforated drainpipe should be installed behind the base of the walls such that it will collect and convey all ground water from behind the walls. The drainpipe should be sloped to drain and routed to an appropriate discharge location.

#### 4.5.3 Cantilevered Soldier Pile Walls

Soldier pile walls consist of steel beams that are concreted into drilled vertical holes located along the wall alignment, typically 8 feet on center. Timber lagging is typically installed behind the flanges of the steel beams to retain the soil located between the soldier piles. Geotechnical design recommendations for each of these components of the soldier pile system are presented in the following sections.

#### Soldier Piles

We recommend that soldier pile walls be designed in accordance with the ultimate equivalent fluid pressures provided in Tables 8 and 9.

**Table 8: Equivalent Fluid Pressure for Soldier Pile Walls** (0-1500 feet S of S 288th St)

Soil Unit	Depth	Active	Passive
Fill Soil	0-10 feet	42 pcf	290 pcf
Weathered Native	10-20 feet	39 pcf	400 pcf
Till	20-30 feet	32 pcf	550 pcf

Table 9: Equivalent Fluid Pressure for Soldier Pile Walls (Near Ravine by Redondo Road S)

Soil Unit	Depth	Active	Passive
Fill and Stiff Native Soil	0-18 feet	40 pcf	300 pcf
Till	18-30 feet	32 pcf	550 pcf

If soldier piles are to be used, based on the expected cut heights of up to 10 feet on the site, HWA anticipates that any soldier pile wall design will not include tiebacks. If it is later determined that tiebacks are necessary, HWA should be notified to provide additional recommendations. The earth pressures presented in Tables 8 and 9 represent the estimated loads that will be applied to the wall system for various wall heights and assume a fully-drained conditions (no hydrostatic pressure is allowed to build up) above the base of the excavation. Active earth pressures should be assumed to act along the entire length of the exposed height of wall and passive pressures should be assumed to act on areas equivalent to twice the width of the grouted soldier pile column below the exposed height of the wall.

The earth pressures presented in Table 8 and 9 do not include the external loads such as neighboring footings or traffic surcharges. For loads exerted by existing footings or other loads that currently exist on the site, see Figure 3 for recommendations on surcharge loading on the wall. Other surcharge loads, such as cranes, construction equipment or construction staging areas, should be considered by HWA on a case-by-case basis. In Tables 8 and 9, no seismic pressures have been included; if the wall system is to be permanent, seismic pressures will need to be accounted for. If seismic pressures are needed please refer to Section 4.5.1 of this report. We recommend that the embedded portion of the soldier piles be at least 2 feet in diameter and extend a minimum distance of 5 feet into bearing soil to resist "kick-out." Bearing soils are anticipated to be around 5 to 10 feet deep near S 288th Street and within the upper 5 feet near the ravine by Redando Road S. The axial capacity of the soldier piles must resist the downward component of the anchor loads and other vertical loads, as appropriate. We recommend soldier piles be designed using end bearing values equivalent to those provided in Section 4.4.2 (Tables 2 and 3). The allowable end bearing values should be applied to the base area of the drilled hole into which the soldier pile is concreted. These allowable end bearing values assume that the shaft bottom is cleaned out immediately prior to concrete placement. Due to the relatively high ground water and the presence of loose and soft soils, casing, drilling mud, and other means of

stabilizing the drilled hole may be required during solider pile installation to prevent cave-ins, sloughing, and bottom blow-in.

#### Lagging

We recommend that the temporary timber lagging be sized using the procedures outlined in the Federal Highway Administration's Geotechnical Engineering Circular No. 4. The site soils are best described as competent soils. Table 10 presents recommend timber lagging thicknesses as a function of soldier pile clear span and depth. Shotcrete lagging can be used as an alternative to timber lagging, depending upon the contractor's preference.

Table 10: Recommended Lagging Thickness for Spans Between Piles at Depth of 0-30 feet

Width of span Between Piles (feet)	5	6	7	8	9	10
Thickness of Lagging (inches)	2	3	3	3	4	4

Lagging should be installed promptly after excavation, especially in areas where groundwater is present or where clean sand and gravel soils are present and caving soils conditions are likely. The workmanship associated with lagging installation is important for maintaining the integrity of the excavation.

The space behind the lagging should be filled with soil as soon as practicable. The voids behind the lagging should be backfilled immediately or within a single shift, depending on the selected method of backfill. Filter and drainage materials will be required to prevent fines migration through the gaps between laggings. Placement of backfill will help reduce the risk of voids developing behind the wall and damage to existing improvements located behind the wall. CDF is a suitable option for the use of backfill behind the walls. CDF will reduce the volume of voids present behind the wall. Based on our experience, the voids between each CDF lift are sufficient for preventing the buildup of hydrostatic pressure behind the wall.

Other types of lagging or backfill may be considered but should be approved by HWA prior to construction. If soldier pile walls will be permanent, then the material used in their construction should be resistant degradation and corrosion.

#### 4.6 STORMWATER MANAGEMENT

The increased stormwater associated with the proposed project will necessitate upgraded stormwater management facilities. As part of our scope of services, HWA performed an evaluation of the subsurface soil conditions to determine the site's suitability for infiltration. The first step in this process was to observe wet season ground water conditions and the subsurface soil materials. Most of the alignment is predominantly underlain by glacial till deposits. These soils are very dense and possess high fines contents, as a result they are not generally good for infiltration. More permeable advance outwash soils were found near the intersection of S Dash

Point Road and 16<sup>th</sup> Avenue S but ground water was observed to be as shallow as 2 feet below the existing ground surface in this area at the time of our investigation.

Infiltration rates within till soil are generally on the order of less than 0.1 of an inch per hour and use of infiltration is not generally recommended when groundwater highs are less than 5 feet below the base of an infiltration system. As such, based on the observations made during our investigation onsite, infiltration is likely infeasible on this site.

### 4.7 PAVEMENT DESIGN

Estimated loading for the proposed trail was not provided the HWA and pavement sections are anticipated to be provided by others. However, based on the observed near surface conditions along the alignment, provided the subgrades are compacted to a firm and unyielding condition HWA recommends that a California Bearing Ratio (CBR) value of 10 percent be utilized in design. This is based on at least 2 feet of soil under the pavement consisting of the sandy soils observed during our investigation. If other soils are noted during construction alterations to the CBR value may be necessary.

#### 4.8 GENERAL EARTHWORK

### 4.8.1 Dewatering

Ground water was encountered in borings BH-1, BH-2 and HAB-1 at the time of our explorations and not in HAB-2 through HAB-4 at depths as shallow as 2 feet. Much of the shallow groundwater encountered was likely is perched water and may be seasonal in nature. Dewatering will be the responsibility of the contractor, but groundwater flows are not anticipated to require a complex dewatering plan and are anticipated to be manageable by use of sumps and pumps during construction. Potential issues related to the presence of ground water could be mitigated by performing construction work in the drier summer months when water levels are anticipated to be lower.

### 4.8.2 Structural Fill

Most of the site soils have a high fines content and are expected to be highly moisture sensitive. The native silts are not recommended for reuse, but the glacial till and outwash soil may be used as structural fill, provided they can be suitably moisture conditioned to achieve the required compaction. If imported structural fill is used, we recommend that it consist of clean, free-draining, granular soils free from organic matter or other deleterious materials. The structural fill material should be less than 4 inches in maximum particle dimension, with less than 7 percent fines (portion passing the U. S. Standard No. 200 sieve), as specified for "Gravel Borrow" in Section 9-03.14(1) of the WSDOT *Standard Specifications* (WSDOT, 2020). The fine-grained portion of structural fill soils should be non-plastic.

### 4.8.3 Compaction

Structural fill soils should be moisture conditioned and compacted to the requirements specified in Section 2-03.3(14)C, Method C, of the WSDOT *Standard Specifications* (WSDOT, 2020); except the standard of compaction achieved shall not be less than 95% of the maximum dry density (MDD) determined for the fill material by test method ASTM D1557 (Modified Proctor). Subgrade compaction in roadbed areas should conform to the requirements of Section 2-06.3(1) of the WSDOT *Standard Specifications* (WSDOT, 2020).

Achievement of proper density of a compacted fill depends on the size and type of compaction equipment, the number of passes, thickness of the layer being compacted, and soil moisture-density properties. In areas where limited space restricts the use of heavy equipment, smaller equipment can be used, but the soil must be placed in thin enough layers to achieve the required relative compaction. Generally, loosely compacted soils result from poor construction technique and/or improper moisture content. Soils with high fines contents are particularly susceptible to becoming too wet, and coarse-grained materials easily become too dry, for proper compaction.

### 4.8.4 Wet Weather Earthwork

General recommendations relative to earthwork performed in wet weather or in wet conditions are presented below. These recommendations should be incorporated into the contract specifications.

- Earthwork should be performed in small areas to minimize exposure to wet weather. Excavation of unsuitable and/or softened soil should be followed promptly by placement and compaction of clean structural fill. The size and type of construction equipment used may need to be limited to prevent soil disturbance. Under some circumstances, it may be necessary to excavate soils with a backhoe to minimize subgrade disturbance caused by equipment traffic.
- For wet weather conditions, the allowable fines content of the structural fill should be reduced to no more than 5 percent by weight of the portion of the fill material passing the <sup>3</sup>/<sub>4</sub>-inch sieve. The fines should be non-plastic. It should be noted this is an additional restriction on the structural fill materials specified.
- The ground surface within the construction area should be graded to promote surface water run-off and to prevent ponding.
- Within the construction area, the ground surface should be sealed on completion of each shift by a smooth drum vibratory roller, or equivalent, and under no circumstances should soil be left uncompacted and exposed to moisture infiltration.
- Bales of straw and/or geotextile silt fences should be strategically located to control erosion and the movement of soil.

### 4.8.5 Temporary Excavations

Maintenance of safe working conditions, including temporary excavation stability, is the responsibility of the contractor. In accordance with Part N of Washington Administrative Code (WAC) 296-155, latest revisions, all temporary cuts in excess of 4 feet in height must be either sloped or shored prior to entry by personnel. The existing near surface fill soils are generally classified as Type C soils per WAC 296-155. Where shoring is not used, temporary cuts in Type C soils should be sloped no steeper than 1½H:1V (horizontal:vertical). Where glacial till soils are encountered, the cut slopes can be increased. Glacial till soils are generally classified as Type A soils per WAC 296-155. Where shoring is not used, temporary cuts in Type A soils should be sloped no steeper than 3/4H:1V.

### 5. CONDITIONS AND LIMITATIONS

We have prepared this report for the City of Federal Way and KPFF, Inc. for use in design of this project. This report should be provided in its entirety to prospective contractors for bidding and estimating purposes; however, the conclusions and interpretations presented in this report should not be construed as our warranty of the subsurface conditions. Experience has shown that soil and ground water conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations and may not be detected by a geotechnical study. If, during future site operations, subsurface conditions are encountered which vary appreciably from those described herein, HWA should be notified for review of the recommendations of this report, and revision of such if necessary.

We recommend HWA be retained to review the plans and specifications to verify that our recommendations have been interpreted and implemented as intended. Sufficient geotechnical monitoring, testing, and consultation should be provided during construction to confirm the conditions encountered are consistent with those indicated by the explorations, to provide recommendations for design changes should conditions revealed during construction differ from those anticipated, and to verify that the geotechnical aspects of construction comply with the contract plans and specifications.

Within the limitations of scope, schedule and budget, HWA attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical engineering and engineering geology in the area at the time the report was prepared. No warranty, express or implied, is made. The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of hazardous substances in the soil or ground water at this site.

HWA does not practice or consult in the field of safety engineering. We do not direct the contractor's operations, and cannot be responsible for the safety of personnel other than our own on the site. As such, the safety of others is the responsibility of the contractor(s). The contractor(s) should notify the owner if it is considered that any of the recommended actions presented herein are unsafe.



We appreciate the opportunity to provide geotechnical services on this project. Should you have any questions or comments, or if we may be of further service, please do not hesitate to call.

Sincerely,

HWA GEOSCIENCES INC.



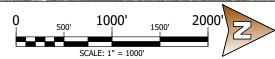
Michael S. Place, P.E. Senior Geotechnical Engineer

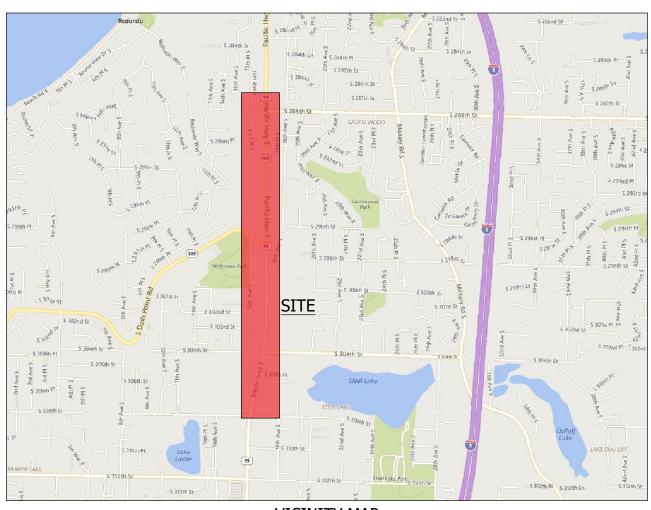
### 6. REFERENCES

- American Associate of State Highway and Transportation Officials (AASHTO), 2011, Guide Specifications for LRFD Seismic Bridge Design, 2<sup>nd</sup> Edition, Washington D.C.
- AASHTO, 2020, LRFD Bridge Design Specifications, 9th Edition, Washington D.C.
- Booth, D.B., Troost, K.A., and Wisher, A.P., 2007. *Geologic Map of King County*. GeoMapNW, University of Washington.
- WSDOT, 2019, Bridge Design Manual (LRFD), M 23-50.19, July 2019.
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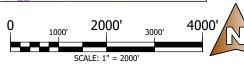


SITE MAP





VICINITY MAP





GEOSCIENCES INC.

### SITE AND VICINITY MAP

PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON FIGURE NO.:

DRAWN BY: CHECK BY:
BFM ZN

PROJECT #



PACIFIC HIGHWAY S.
Scale: 1" = 120'-0"

## EXPLORATION LEGEND

HAB1 AUGER BORING DESIGNATION AND APPROX. LOCATION (HWA GEOSCIENCES, INC.)





PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON

SITE & **EXPLORATION PLAN** 

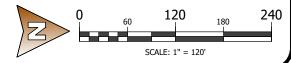
BFM CHECK BY: 2019-151-21



Scale: 1" = 120'-0"

# EXPLORATION LEGEND

HAB1 AUGER BORING DESIGNATION AND APPROX. LOCATION (HWA GEOSCIENCES, INC.)





PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON

SITE &	
EXPLORATION PLAN	С

DRAWN BY:	FIGURE NO.:
BFM	28
CHECK BY:	PROJECT NO.:
ZN	2019-151-21



## EXPLORATION LEGEND

HAB1 AUGER BORING DESIGNATION AND APPROX. LOCATION (HWA GEOSCIENCES, INC.)

BH-1 BORING DESIGNATION AND APPROX. LOCATION (HWA GEOSCIENCES, INC.)





PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON

SITE &	
EXPLORATION PLAN	

BFM CHECK BY: 2019-151-21 ΖN



PACIFIC HIGHWAY S. Scale: 1" = 120'-0"

## EXPLORATION LEGEND

BH-1 BORING DESIGNATION AND APPROX. LOCATION (HWA GEOSCIENCES, INC.)



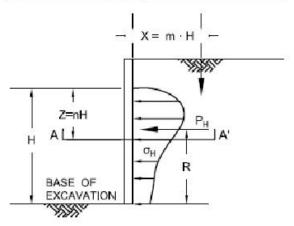


PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON

SITE & **EXPLORATION PLAN** 

BFM CHECK BY: 2019-151-21

# POINT LOAD, Q. (SPREAD FOOTING)



$$\begin{aligned} & \frac{FOR}{\sigma_{H}} & = \frac{0.28Q_{0}n^{2}}{H^{2}(0.16 + n^{2})^{3}} \\ & \frac{FOR}{\sigma_{H}} & = \frac{1.77Q_{0}m^{2}n^{2}}{H^{2}(m^{2} + n^{2})^{3}} \end{aligned} \qquad P_{H} = \Sigma \sigma_{H}$$

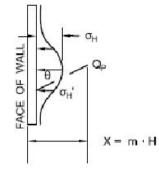
$$X = m \cdot H$$

$$\sigma_{H} = \frac{1.77Q_{0}m^{2}n^{2}}{H^{2}(m^{2} + n^{2})^{3}}$$

$$\sigma_{H} = \sigma_{H}COS^{2}(1.10)$$

RESULTANT PH	=	0.64Q <sub>p</sub>
		(m <sup>2</sup> +1)

М		R
0.2	0.78	0.59H
0.4	0.78	0.59H
0.6	0.45	0.48H



### Definitions:

Qp = Point load in pounds

Q<sub>L</sub> = Line load in pounds/foot

H = Excavation height below footing, feet

 $\sigma_H$  = Lateral earth pressure from surcharge, psf

q = Surcharge pressure in psf

9 = Radlans

 $\sigma_H' = D|str|but|on of \sigma_H| In plan view$ 

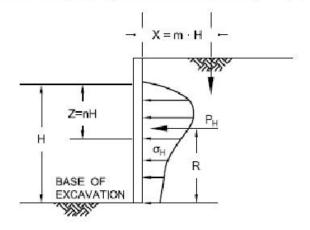
P<sub>H</sub> = Resultant lateral force acting on wall, pounds

R = Distance from base of excavation to resultant lateral force, feet

X = perpendicular distance from wall

Z = distance below point load at individual location

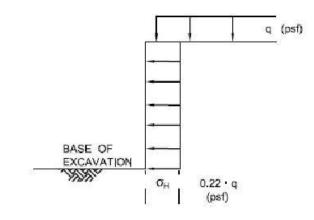
# LATERAL EARTH PRESSURE FROM LINE LOAD, Q. (CONTINUOUS WALL FOOTING)



FOR	m ≤ 0,4	
$\sigma_{H} = 0$	.2n Q	
Н	(0,16 + n <sup>2</sup> ) <sup>2</sup>	$P_H = \Sigma \sigma_H$
FOR	m > 0.4	$X = m \cdot H$
	.28m² n ·Q (m ² + n ²) ²	
RESUL	TANT PH = 0.64Q	L

М	R
0.1	0.60H
0.3	0.60H
0,5	0,56H
0.7	0,48H

### UNIFORM SURCHARGER, q (FLOOR LOADS, LARGE FOUNDATION ELEMENTS OR TRAFFIC LOADS)



σ<sub>H</sub> = LATERAL SURCHARGE PRESSURE FROM UNIFORM SURCHARGE

Q<sub>L</sub> = Line load in pounds/foot

H = Excavation height below footing, feet

σ<sub>H</sub> = Lateral earth pressure from surcharge.

q = Surcharge pressure In psf

θ = Radlans

 $\sigma_{H}' = Distribution of \sigma_{H}$  in plan view

PH = Resultant lateral force acting on wall,

R = Distance from base of excavation to re:

X = perpendicular distance from wall

Z = distance below point load at individual I

- Procedures for estimating surcharge pressures shown above are based on Manual 7.02 Naval Facilities Engineering Command, September 1986 (NAVFAC DM 7.02).
- Lateral earth pressures from surcharge should be added to earth pressures presented on Figures 1, 2 or 3.
- 3. See report text for where surcharge pressures are appropriate.



Notes:

# **Surcharge Loading**

FIGURE NO.

PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON

PROJECT NO. **2019-151** 

# APPENDIX A

# **HWA EXPLORATION LOGS**

### **HWA EXPLORATIONS**

HWA GeoSciences Inc. (HWA) conducted six (6) hand auger borings and five (5) machine drilled borings in support of the design of the proposed non-motorized path in Federal Way, Washington. The machine drilled borings (BH-1 through BH-5) were conducted by Geologic Drill Partners, Inc. of Bellevue, Washington, on January 13, 2020 using a limited access Mini Bobcat Drill Rig equipped for hollow stem auger drilling and a cathead hammer. The six hand auger borings (HAB-1 through HAB-6) were conducted by an HWA geotechnical engineer and geologist and were advanced using a hand auger.

Standard Penetration Test (SPT) sampling was performed using a 2-inch outside diameter split-spoon sampler driven by a 140-pound manual rope and cathead hammer in borings BH-1 and BH-2. During the SPT, samples were obtained by driving the sampler 18 inches into the soil with the hammer free-falling 30 inches. The numbers of blows required for each 6 inches of penetration were recorded. The Standard Penetration Resistance ("N-value") of the soil is calculated as the number of blows required for the final 12 inches of penetration. This resistance, or N-value, provides an indication of relative density of granular soils and the relative consistency of cohesive soils; both indicators of soil strength and foundation bearing capacity.

In the hand auger boring dynamic cone penetrometer (DCP) tests were conducted on the soils to assess the soil relative densities/consistencies. DCP testing is conducted by driving a thin pipe with an tapered end cap on it that is driven down using a weight. Measurements are taken on the amount of advancement per blow. This information can then be used to assess the soils relative density/consistency.

The locations of the boreholes were determined approximately in the field using GPS coordinates and are shown on the Site and Exploration Plan, Figure 2.

A geotechnical engineer from HWA logged each exploration and recorded all pertinent information. Soil samples obtained from the boreholes were classified in the field and representative portions were sealed in plastic bags. These soil samples were then returned to our Bothell, Washington, laboratory for further examination and testing. Pertinent information including soil sample depths, stratigraphy, soil engineering characteristics, and ground water occurrence was recorded. The stratigraphic contacts shown on the individual exploration logs represent the approximate boundaries between soil types; actual transitions may be more gradual. The soil and ground water conditions depicted are only for the specific date and locations reported and, therefore, are not necessarily representative of other locations and times. A legend of the terms and symbols used on the exploration logs is presented in Figure A-1. Summary logs of the borehole explorations are presented in Figures A-2 and A-12.

### RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE

COHESIONLESS SOILS			COHESIVE SOILS		
Density	N (blows/ft)	Approximate Relative Density(%)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	0 - 15	Very Soft	0 to 2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	35 - 65	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	over 30	>4000

### USCS SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		GROUP DESCRIPTIONS		ROUP DESCRIPTIONS	
Coarse	Gravel and Gravelly Soils	Clean Gravel		GW	Well-graded GRAVEL
Grained Soils	,	(little or no fines)	600	GP	Poorly-graded GRAVEL
	More than 50% of Coarse	Gravel with Fines (appreciable	000	GM	Silty GRAVEL
	Fraction Retained on No. 4 Sieve	amount of fines)		GC	Clayey GRAVEL
	Sand and	Clean Sand	****	SW	Well-graded SAND
More than	Sandy Soils	(little or no fines)		SP	Poorly-graded SAND
on No.	50% or More of Coarse	Sand with Fines (appreciable		SM	Silty SAND
Size	Fraction Passing No. 4 Sieve	amount of fines)		sc	Clayey SAND
Fine	Silt and Clay	Liquid Limit Less than 50%		ML	SILT
Grained Soils				CL	Lean CLAY
000	J.L.y			OL	Organic SILT/Organic CLAY
	Silt			МН	Elastic SILT
50% or More Passing	and Clay	Liquid Limit 50% or More		СН	Fat CLAY
No. 200 Sieve Size	Oidy			ОН	Organic SILT/Organic CLAY
	Highly Organic Soils		<u>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</u>	PT	PEAT

	TEST SY	MBOLS	
%F	Percent Fines		
AL	Atterberg Limits:	PL = Plastic Limit LL = Liquid Limit	
CBR	California Bearing Ra	atio	
CN	Consolidation		
DD	Dry Density (pcf)		
DS	Direct Shear		
GS	Grain Size Distribution	on	
K	Permeability		
MD	Moisture/Density Rel	ationship (Proctor)	
MR	Resilient Modulus		
PID	Photoionization Devi	ce Reading	
PP	Pocket Penetromete Approx. Compre	r essive Strength (tsf)	
SG	Specific Gravity		
TC	Triaxial Compression		
TV	Torvane		

#### SAMPLE TYPE SYMBOLS

**Unconfined Compression** 

UC

Approx. Shear Strength (tsf)

X I	2.0" OD Split Spoon (SPT) (140 lb. hammer with 30 in. drop) Shelby Tube
•	3-1/4" OD Split Spoon with Brass Rings
$\bigcirc$	Small Bag Sample
	Large Bag (Bulk) Sample
	Core Run
	Non-standard Penetration Test (3.0" OD split spoon)

### **GROUNDWATER SYMBOLS**

Groundwater Level (measured at time of drilling) Groundwater Level (measured in well or open hole after water level stabilized)

### COMPONENT DEFINITIONS

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel Coarse gravel Fine gravel	3 in to No 4 (4.5mm) 3 in to 3/4 in 3/4 in to No 4 (4.5mm)
Sand Coarse sand Medium sand Fine sand	No. 4 (4.5 mm) to No. 200 (0.074 mm) No. 4 (4.5 mm) to No. 10 (2.0 mm) No. 10 (2.0 mm) to No. 40 (0.42 mm) No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074mm)

### COMPONENT PROPORTIONS

 $\nabla$ 

 $\blacksquare$ 

PROPORTION RANGE	DESCRIPTIVE TERMS					
< 5%	Clean					
5 - 12%	Slightly (Clayey, Silty, Sandy)					
12 - 30%	Clayey, Silty, Sandy, Gravelly					
30 - 50%	Very (Clayey, Silty, Sandy, Gravelly)					
Components are arranged in order of increasing quantities.						

NOTES: Soil classifications presented on exploration logs are based on visual and laboratory observation. Soil descriptions are presented in the following general order:

Density/consistency, color, modifier (if any) GROUP NAME, additions to group name (if any), moisture content. Proportion, gradation, and angularity of constituents, additional comments. (GEOLOGIC INTERPRETATION)

Please refer to the discussion in the report text as well as the exploration logs for a more complete description of subsurface conditions.

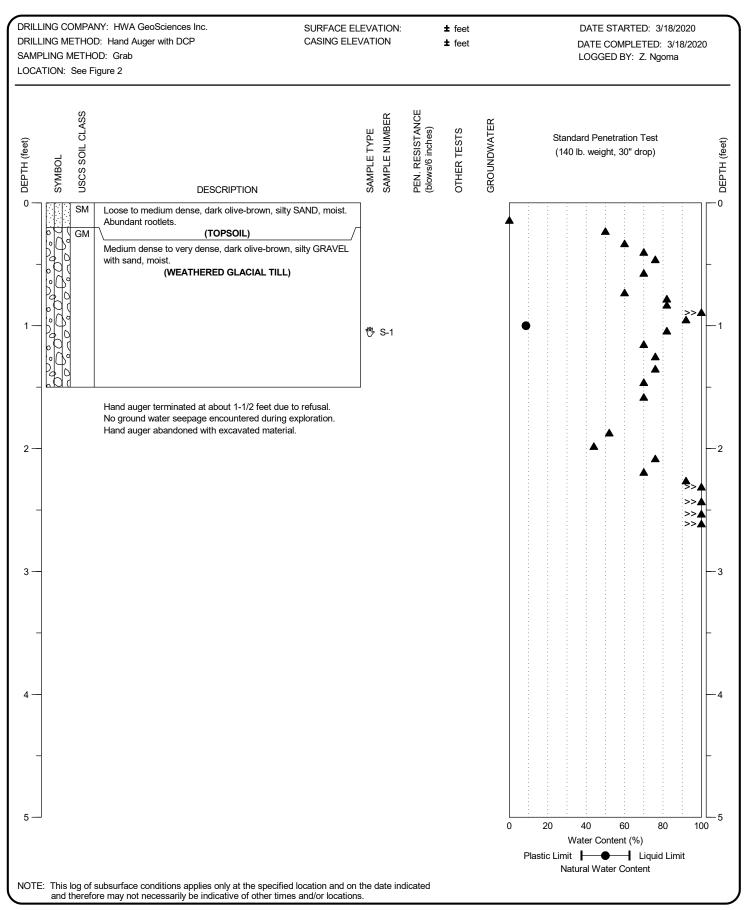
### MOISTURE CONTENT

DRY	Absence of moisture, dusty, dry to the touch.
MOIST	Damp but no visible water.
WET	Visible free water, usually
	soil is below water table.



PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR FEDERAL WAY, WASHINGTON LEGEND OF TERMS AND SYMBOLS USED ON **EXPLORATION LOGS** 

PROJECT NO.: 2019-151-21

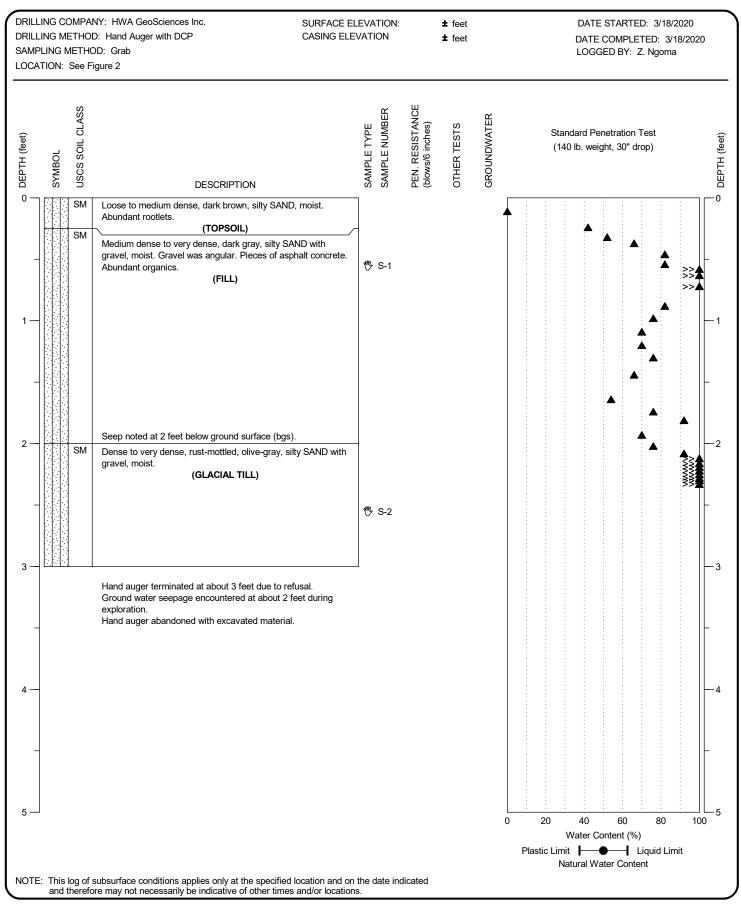


PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) ESINC. FEDERAL WAY, WASHINGTON HAND HOLE: HAB-1

PAGE: 1 of 1

PROJECT NO.: 2019-151-21

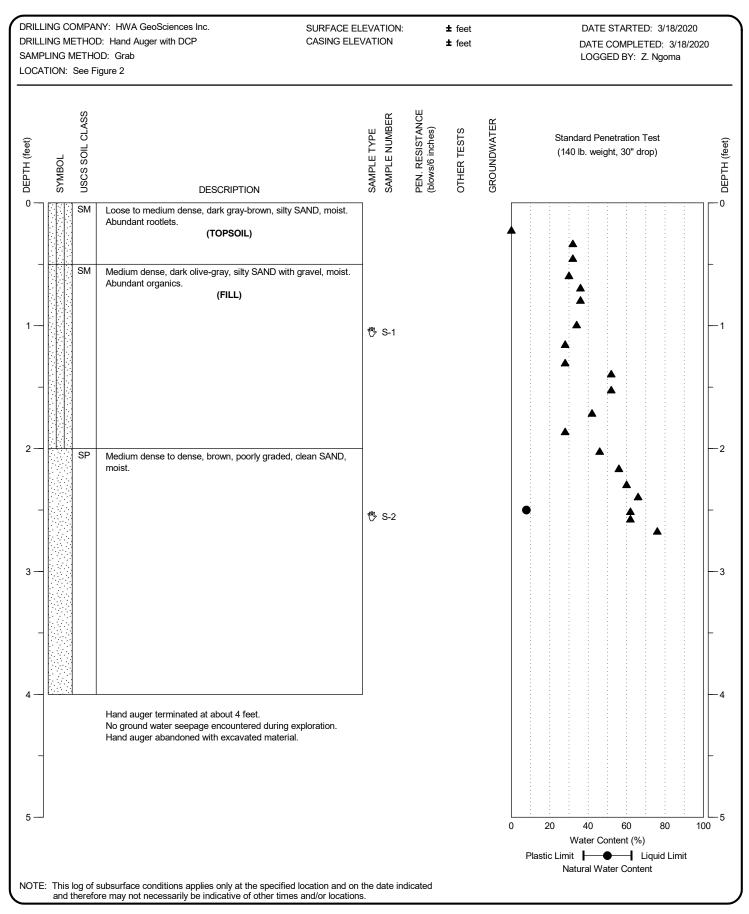
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HAND HOLE: HAB-2

PAGE: 1 of 1

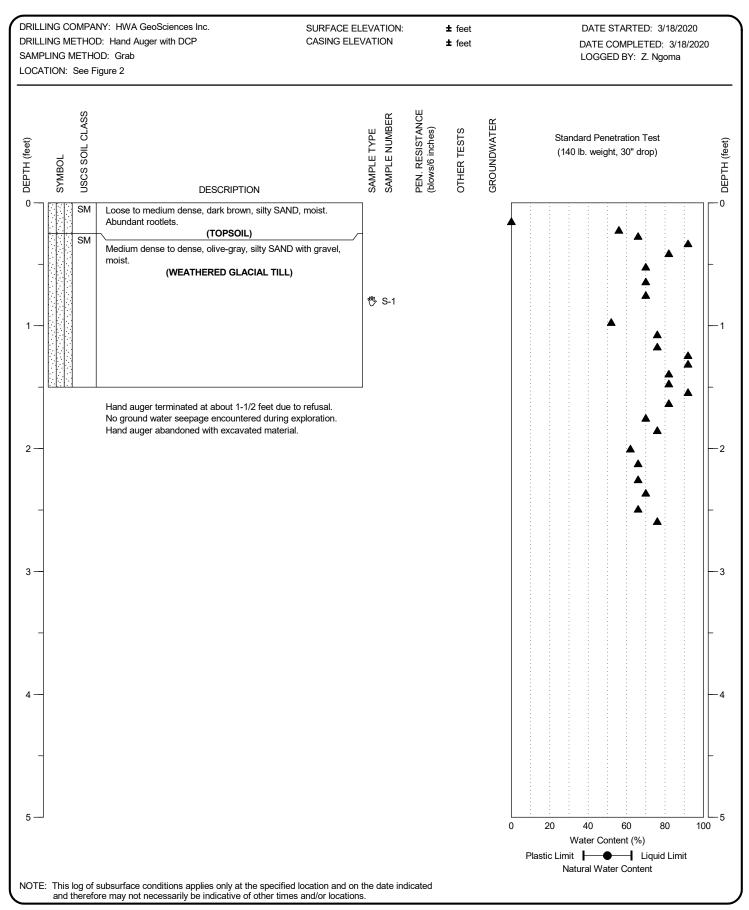
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HAND HOLE: HAB-3

PAGE: 1 of 1

PROJECT NO.: 2019-151-21

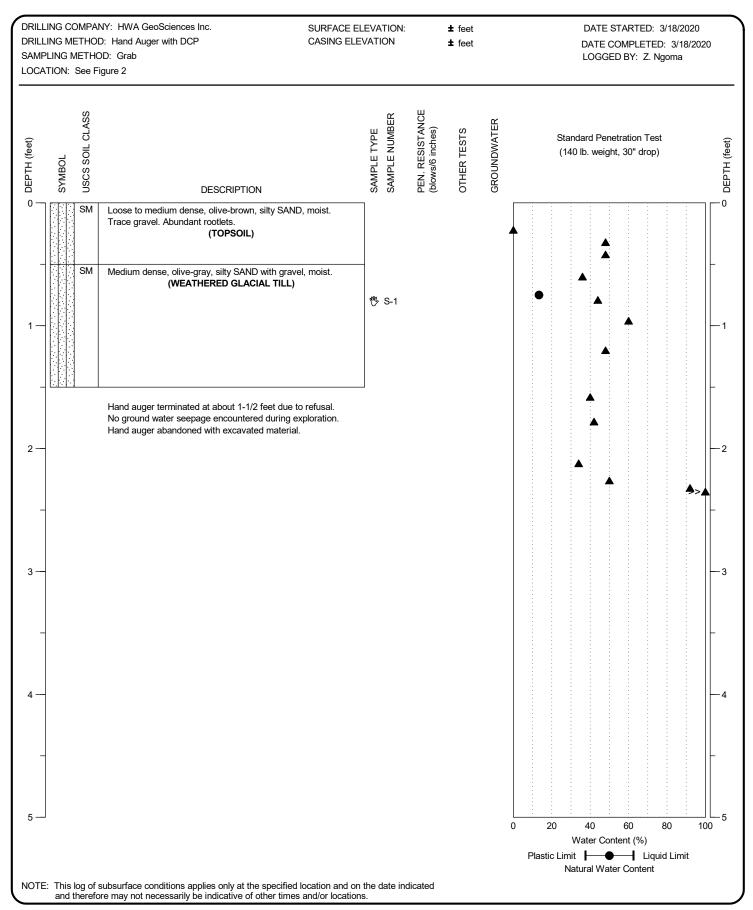


PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) ESINC. FEDERAL WAY, WASHINGTON HAND HOLE: HAB-4

PAGE: 1 of 1

PROJECT NO.: 2019-151-21

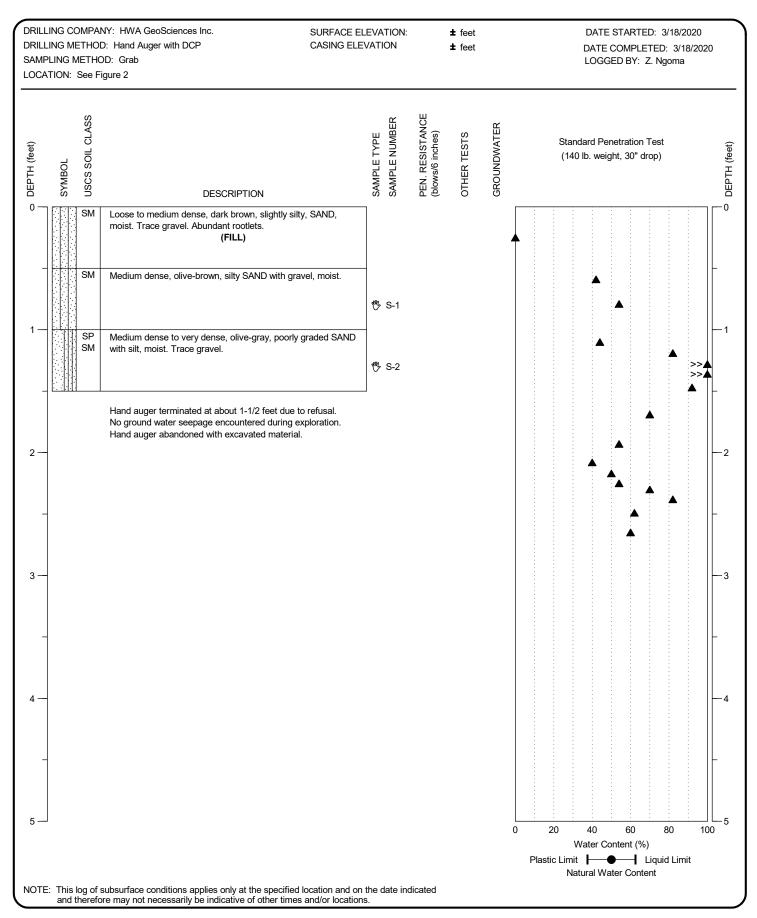
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PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) ESINC. FEDERAL WAY, WASHINGTON HAND HOLE: HAB-5

PAGE: 1 of 1

PROJECT NO.: 2019-151-21

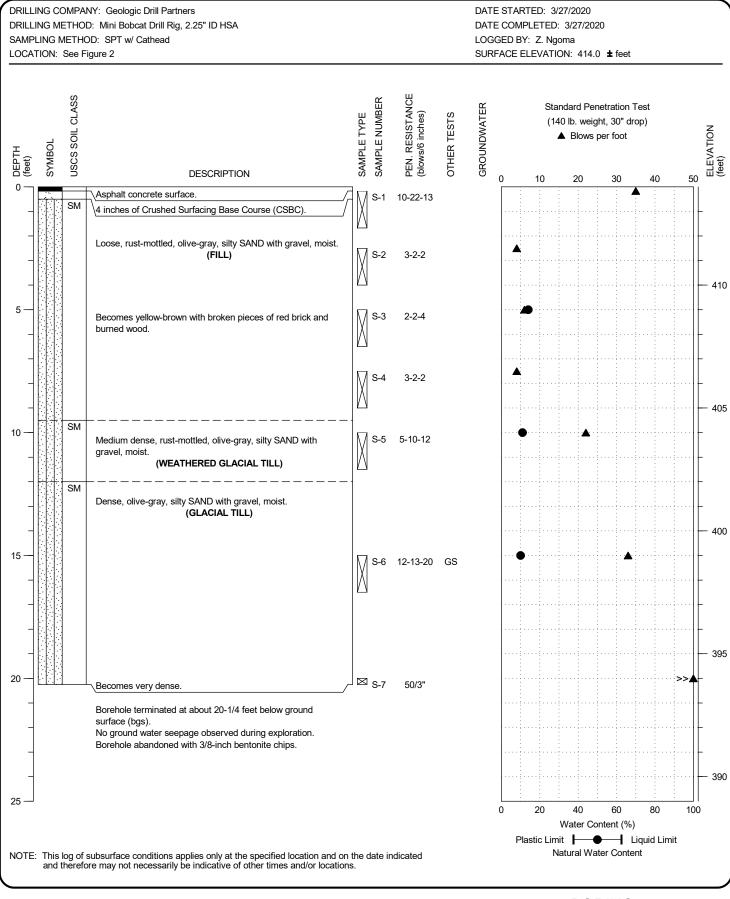


PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) ES INC. FEDERAL WAY, WASHINGTON HAND HOLE: HAB-6

PAGE: 1 of 1

PROJECT NO.: 2019-151-21

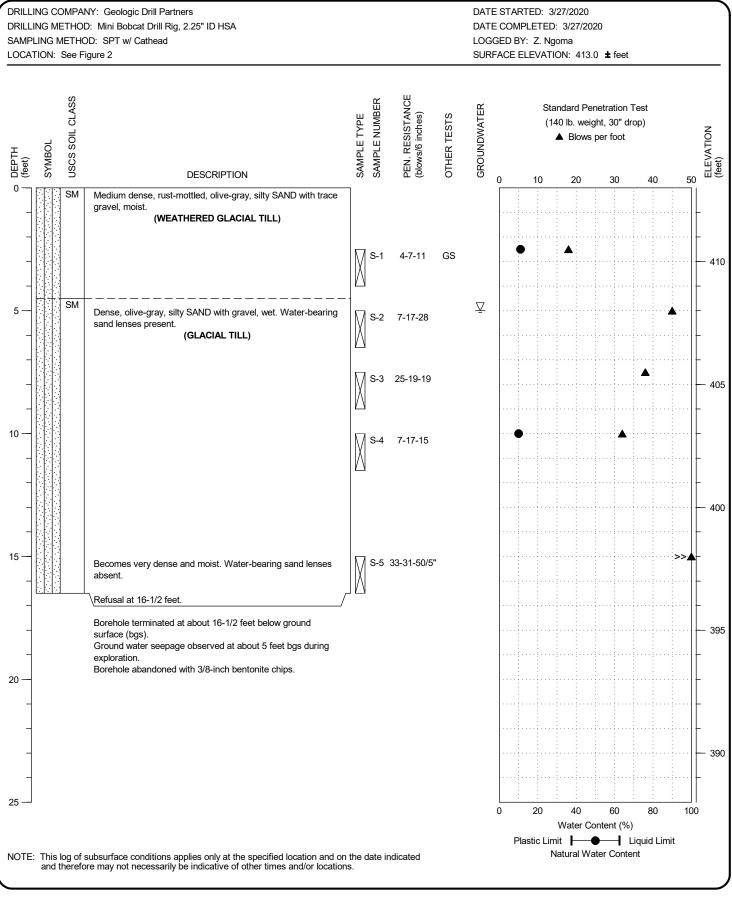
GURE:



**BORING:** BH-1

PAGE: 1 of 1

2019-151-21 A-8 PROJECT NO.: **FIGURE** 

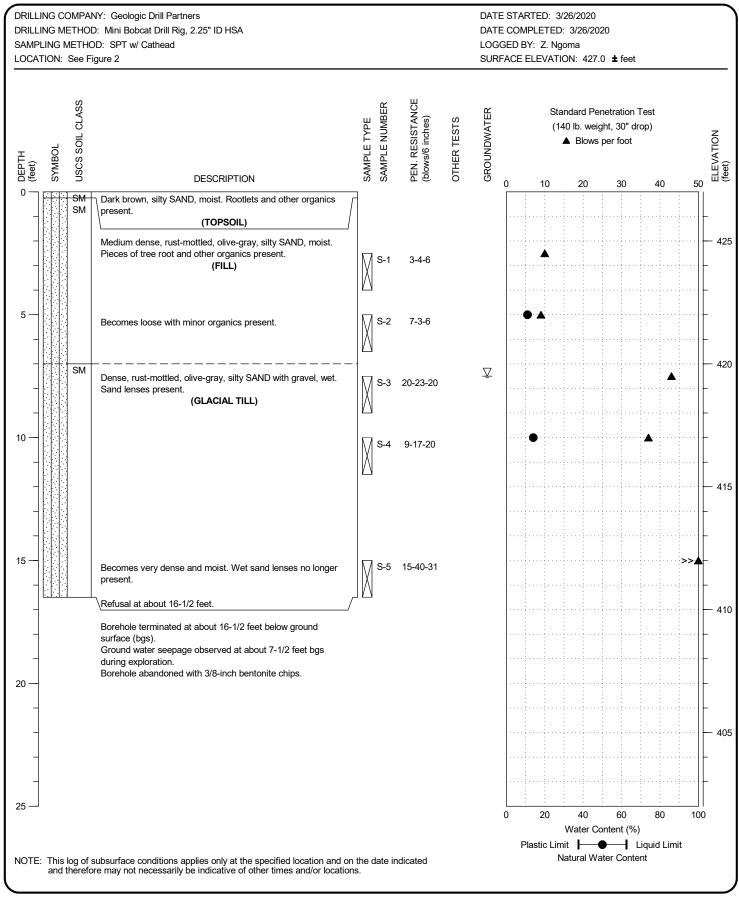




**BORING:** BH-2

PAGE: 1 of 1

PROJECT NO.: 2019-151-21 A-9 **FIGURE** 

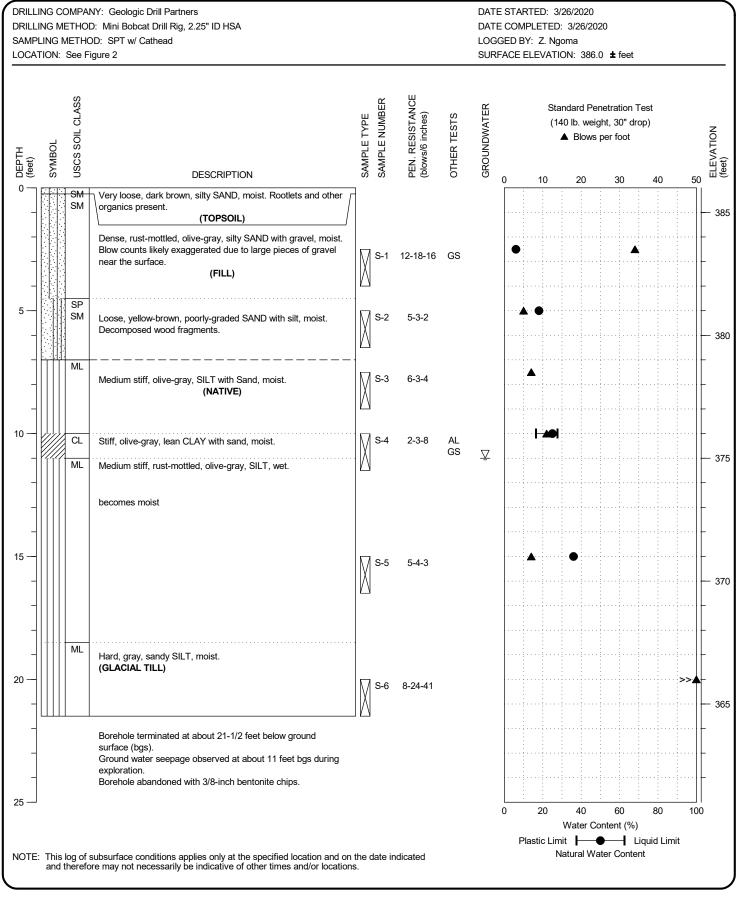


**BORING:** BH-3

PAGE: 1 of 1

A-10

2019-151-21 PROJECT NO.: FIGURE:

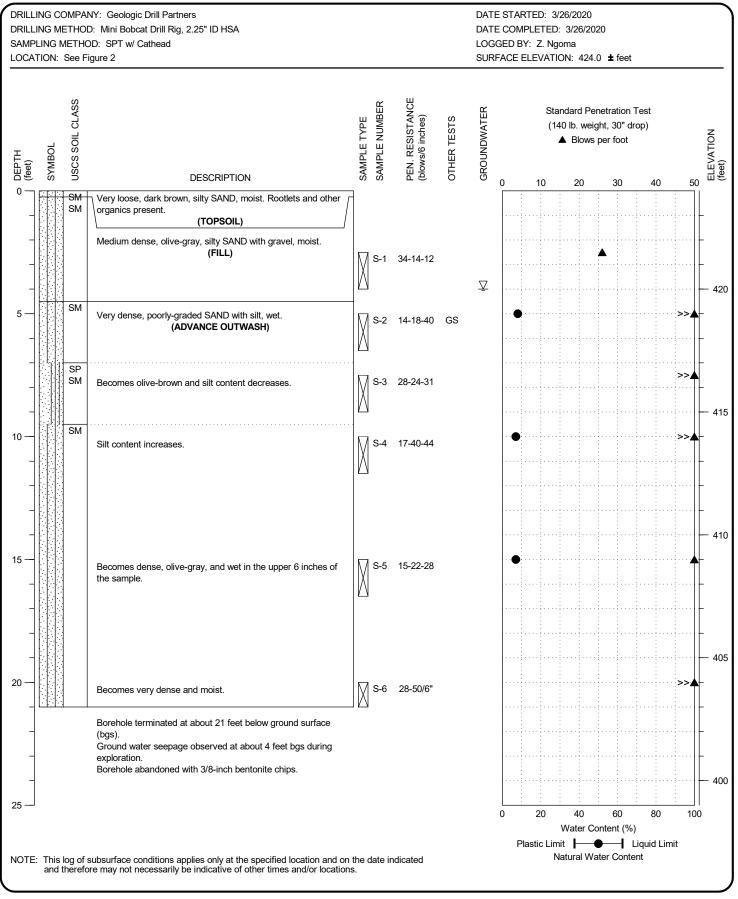


**BORING:** BH-4

PAGE: 1 of 1

2019-151-21 PROJECT NO.:

**FIGURE** 



**BORING:** BH-5

PAGE: 1 of 1

2019-151-21 PROJECT NO.:

**FIGURE** 

# **APPENDIX B**

# **LABORATORY TEST RESULTS**

### **LABORATORY INVESTIGATION**

Representative soil samples obtained from the explorations were placed in plastic bags to prevent loss of moisture and transported to our Bothell, Washington, laboratory for further examination and testing. Laboratory tests were conducted on selected soil samples to characterize relevant engineering and index properties of the site soils. The laboratory testing program was performed in general accordance with appropriate ASTM Standards, as outlined below.

**MOISTURE CONTENT OF SOIL:** The moisture content of selected soil samples (percent by dry mass) was determined in general accordance with ASTM D 2216. The results are shown at the sampled intervals on the appropriate summary logs in Appendix A and in the material summary sheets in Appendix B (B-1 and B-3).

Particle Size Analysis of Soils: Selected granular samples were tested to determine the particle size distribution of material in accordance with ASTM D 6913 (wash sieve or wash sieve and hydrometer methods). The results are summarized on the attached Particle-Size Distribution reports (Figures B-2, B-4 and B-5, Appendix B), which also provide information regarding the classification of the samples and the moisture content at the time of testing.

**LIQUID LIMIT, PLASTIC LIMIT, AND PLASTICITY INDEX OF SOILS (ATTERBERG LIMITS):** Selected sample was tested using method ASTM D 4318, multi-point method. The results are reported on the attached Liquid Limit, Plastic Limit, and Plasticity Index reports found in Figure B-6.

		'H			ΥIIY	ATTERBERG LIMITS (%)		_				NOI	
EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEP1 (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRA	LL	PL	PI	% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATION	SAMPLE DESCRIPTION
HAB-1,S-1	1.0	1.1	8.6						44.0	43.0	13.1	GM	Dark olive-brown, silty GRAVEL with sand
HAB-3,S-2	2.5	2.6	7.8						9.7	86.9	3.4	SP	Olive-brown, poorly graded SAND
HAB-5,S-1	0.8	0.9	13.3						32.6	43.6	23.8	SM	Light olive-brown, silty SAND with gravel

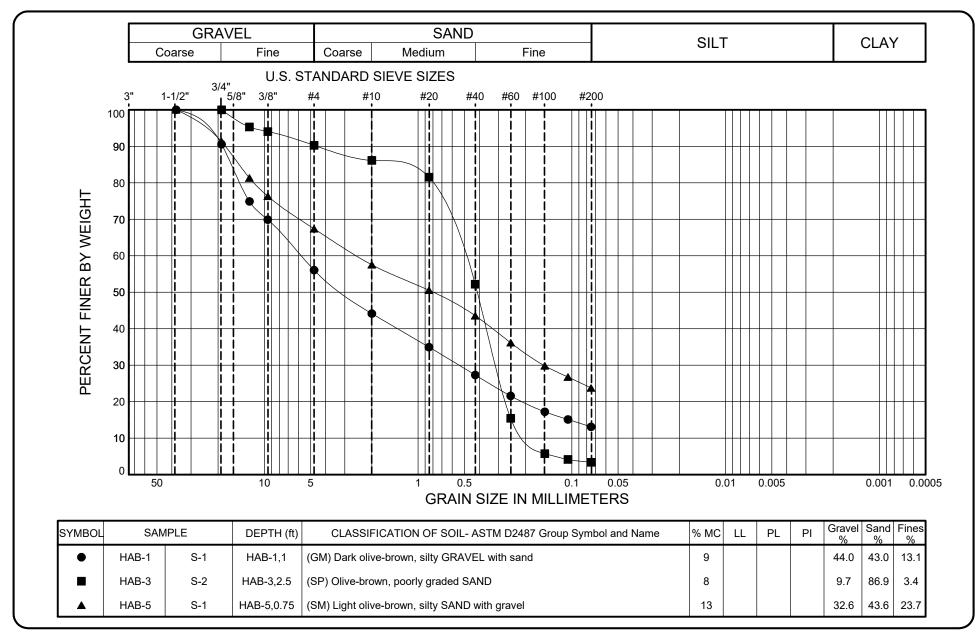
Notes:

- 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs.
- 2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON SUMMARY OF MATERIAL PROPERTIES

PAGE: 1 of 1





PARTICLE-SIZE ANALYSIS OF SOILS METHOD ASTM D422

		T			GRAVITY		ATTERBERG LIMITS (%)					ON	
EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEPTH (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRA	LL	PL	PI	% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATION	SAMPLE DESCRIPTION
BH-1,S-3	5.0	6.5	13.6									SM	Olive-brown, silty SAND with gravel
BH-1,S-5	10.0	11.5	11.2									SM	Olive-brown, silty SAND with gravel
BH-1,S-6	15.0	16.5	9.9						32.2	48.7	19.1	SM	Light olive-brown, silty SAND with gravel
BH-2,S-1	2.5	4.0	11.4						25.0	44.9	30.1	SM	Olive-brown, silty SAND with gravel
BH-2,S-4	10.0	11.5	10.3									SM	Light olive-brown, silty SAND with gravel
BH-3,S-2	5.0	6.5	11.2									SM	Light olive-brown, silty SAND with gravel
BH-3,S-4	10.0	11.5	13.9									SM	Light olive-brown, silty SAND with gravel
BH-4,S-1	2.5	4.0	6.0						35.2	55.2	9.7	SP-SM	Olive-brown, poorly graded SAND with silt and gravel
BH-4,S-2	5.0	6.5	18.3									SM	Olive-brown, silty SAND with gravel
BH-4,S-4	10.0	11.5	24.8			28	16	12	11.8	44.6	43.6	SC	Light olive-brown, clayey SAND
BH-4,S-5	15.0	16.5	36.0									CL	Dark grayish-brown, lean CLAY
BH-5,S-2	5.0	6.5	7.7						34.5	55.9	9.5	SW-SM	Olive-brown, well-graded SAND with silt and gravel
BH-5,S-4	10.0	11.5	7.2									SM	Olive-brown, silty SAND with gravel
BH-5,S-5	15.0	16.5	7.1									SM	Olive-brown, silty SAND with gravel

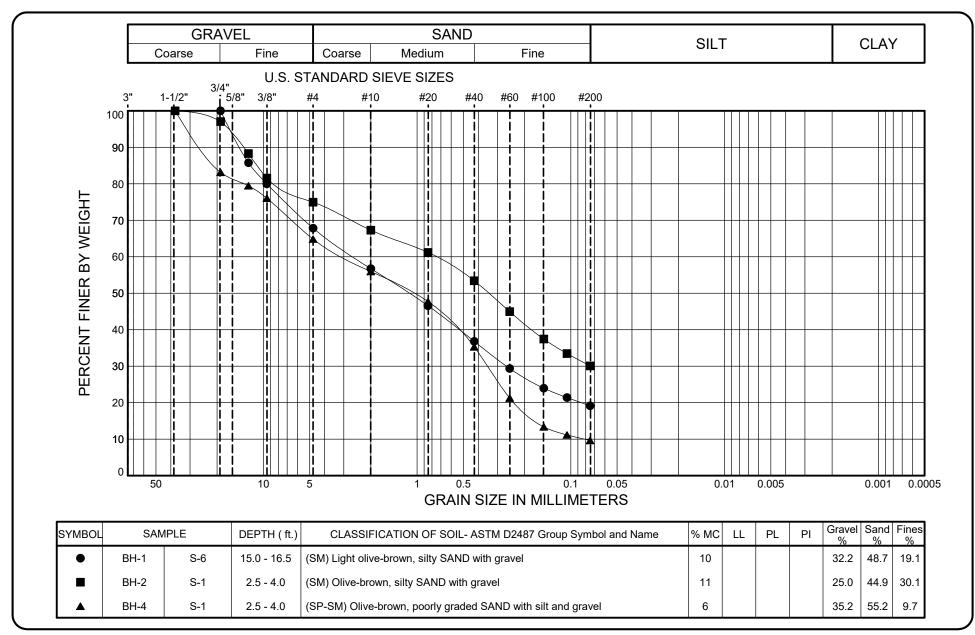
Notes:

- 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs.
- 2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



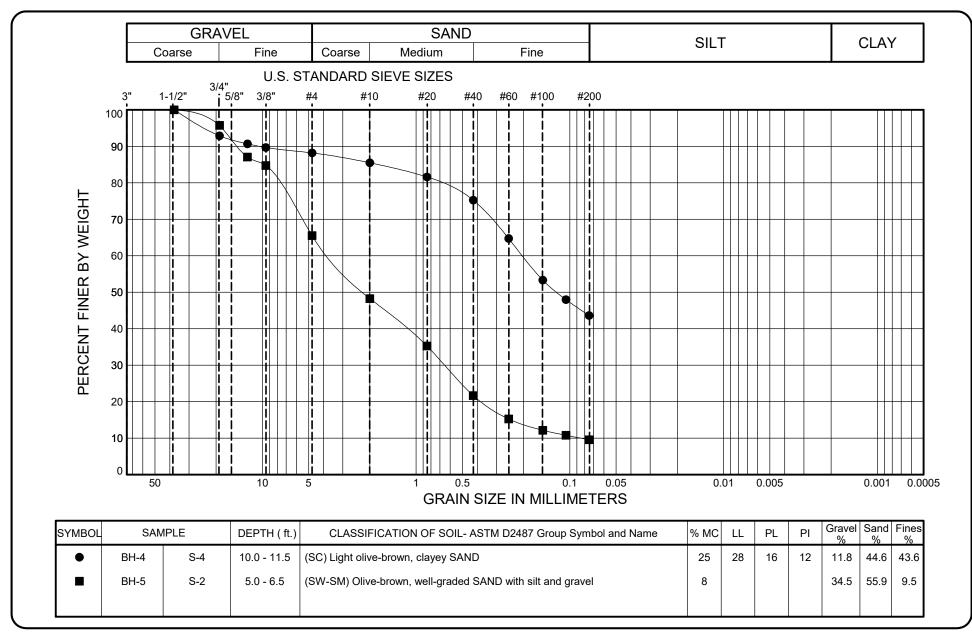
PACIFIC HIGHWAY NON-MOTORIZED CORRIDOR 16TH AVE S (S 308TH ST TO S 288TH ST) FEDERAL WAY, WASHINGTON SUMMARY OF MATERIAL PROPERTIES

PAGE: 1 of 1



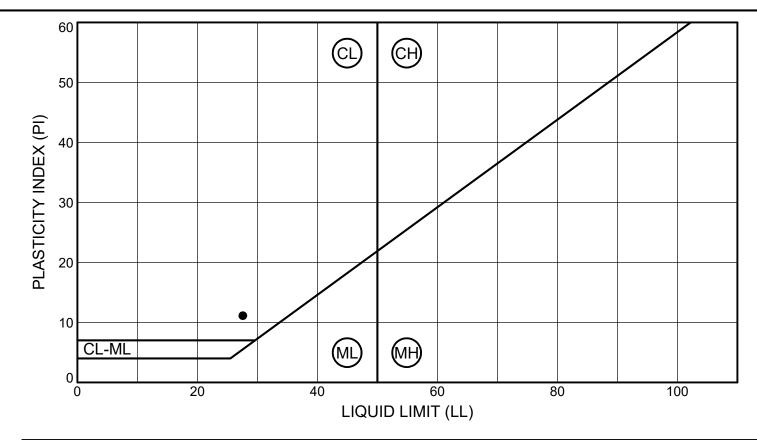


PARTICLE-SIZE ANALYSIS OF SOILS METHOD ASTM D6913





PARTICLE-SIZE ANALYSIS OF SOILS METHOD ASTM D6913



SYMBOL	. SAMPLE DEPTH (ft)		DEPTH (ft)	CLASSIFICATION	% MC	LL	PL	PI	% Fines
•	BH-4 S-4 10.0 - 11.5		10.0 - 11.5	(SC) Light olive-brown, clayey SAND	25	28	16	12	43.6



LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY INDEX OF SOILS **METHOD ASTM D4318** 

PROJECT NO.: 2019-151-21

B-6 FIGURE:

Issuance Date: November 18, 2020 Effective Date: January 1, 2021 Expiration Date: December 31, 2025

# CONSTRUCTION STORMWATER GENERAL PERMIT

National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity

State of Washington
Department of Ecology
Olympia, Washington 98504

In compliance with the provisions of
Chapter 90.48 Revised Code of Washington
(State of Washington Water Pollution Control Act)
and
Title 33 United States Code, Section 1251 et seq.
The Federal Water Pollution Control Act (The Clean Water Act)

Until this permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this general permit are authorized to discharge in accordance with the special and general conditions that follow.

Vincent McGowan, P.E.

Una Dalber

Water Quality Program Manager Washington State Department of Ecology

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## **SUMMARY OF PERMIT REPORT SUBMITTALS**

Refer to the Special and General Conditions within this permit for additional submittal requirements. Appendix A provides a list of definitions. Appendix B provides a list of acronyms.

Table 1 Summary of Required Submittals

Permit Section	Submittal	Frequency	First Submittal Date
<u>S5.A</u> and <u>S8</u>	High Turbidity/Transparency Phone Reporting	As Necessary	Within 24 hours
<u>S5.B</u>	Discharge Monitoring Report	Monthly*	Within 15 days following the end of each month
<u>S5.F</u> and <u>S8</u>	Noncompliance Notification – Telephone Notification	As necessary	Within 24 hours
<u>S5.F</u>	Noncompliance Notification – Written Report	As necessary	Within 5 Days of non-compliance
<u>\$9.D</u>	Request for Chemical Treatment Form	As necessary	Written approval from Ecology is required prior to using chemical treatment (with the exception of dry ice, CO <sub>2</sub> or food grade vinegar to adjust pH)
<u>G2</u>	Notice of Change in Authorization	As necessary	
<u>G6</u>	Permit Application for Substantive Changes to the Discharge	As necessary	
<u>G8</u>	Application for Permit Renewal	1/permit cycle	No later than 180 days before expiration
<u>\$2.A</u>	Notice of Permit Transfer	As necessary	
<u>G19</u>	Notice of Planned Changes	As necessary	
<u>G21</u>	Reporting Anticipated Non-compliance	As necessary	

**NOTE:** \*Permittees must submit electronic Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology monthly, regardless of site discharge, for the full duration of permit coverage. Refer to Section S5.B of this General Permit for more specific information regarding DMRs.

Table 2 Summary of Required On-site Documentation

Document Title	Permit Conditions
Permit Coverage Letter	See Conditions S2, S5
Construction Stormwater General Permit (CSWGP)	See Conditions S2, S5
Site Log Book	See Conditions S4, S5
Stormwater Pollution Prevention Plan (SWPPP)	See Conditions S5, S9
Site Map	See Conditions S5, S9

## **SPECIAL CONDITIONS**

### S1. PERMIT COVERAGE

### A. Permit Area

This Construction Stormwater General Permit (CSWGP) covers all areas of Washington State, except for federal operators and Indian Country as specified in Special Condition S1.E.3 and 4.

### B. Operators Required to Seek Coverage Under this General Permit

- Operators of the following construction activities are required to seek coverage under this CSWGP:
  - a. Clearing, grading and/or excavation that results in the disturbance of one or more acres (including off-site disturbance acreage related to construction-support activity as authorized in S1.C.2) and discharges stormwater to surface waters of the State; and clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more and discharge stormwater to surface waters of the State.
    - This category includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, and discharge to surface waters of the State (that is, forest practices that prepare a site for construction activities); and
  - b. Any size construction activity discharging stormwater to waters of the State that the Washington State Department of Ecology (Ecology):
    - i. Determines to be a significant contributor of pollutants to waters of the State of Washington.
    - ii. Reasonably expects to cause a violation of any water quality standard.
- 2. Operators of the following activities are not required to seek coverage under this CSWGP (unless specifically required under Special Condition S1.B.1.b, above):
  - a. Construction activities that discharge all stormwater and non-stormwater to groundwater, sanitary sewer, or combined sewer, and have no point source discharge to either surface water or a storm sewer system that drains to surface waters of the State.
  - b. Construction activities covered under an Erosivity Waiver (Special Condition S1.F).
  - c. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

### C. Authorized Discharges

Stormwater Associated with Construction Activity. Subject to compliance with the terms
and conditions of this permit, Permittees are authorized to discharge stormwater
associated with construction activity to surface waters of the State or to a storm sewer
system that drains to surface waters of the State. (Note that "surface waters of the

- State" may exist on a construction site as well as off site; for example, a creek running through a site.)
- 2. Stormwater Associated with Construction Support Activity. This permit also authorizes stormwater discharge from support activities related to the permitted construction site (for example, an on-site portable rock crusher, off-site equipment staging yards, material storage areas, borrow areas, etc.) provided:
  - a. The support activity relates directly to the permitted construction site that is required to have an NPDES permit; and
  - The support activity is not a commercial operation serving multiple unrelated construction projects, and does not operate beyond the completion of the construction activity; and
  - c. Appropriate controls and measures are identified in the Stormwater Pollution Prevention Plan (SWPPP) for the discharges from the support activity areas.
- 3. **Non-Stormwater Discharges.** The categories and sources of non-stormwater discharges identified below are authorized conditionally, provided the discharge is consistent with the terms and conditions of this permit:
  - a. Discharges from fire-fighting activities.
  - b. Fire hydrant system flushing.
  - c. Potable water, including uncontaminated water line flushing.
  - d. Hydrostatic test water.
  - e. Uncontaminated air conditioning or compressor condensate.
  - f. Uncontaminated groundwater or spring water.
  - g. Uncontaminated excavation dewatering water (in accordance with S9.D.10).
  - h. Uncontaminated discharges from foundation or footing drains.
  - Uncontaminated or potable water used to control dust. Permittees must minimize the amount of dust control water used.
  - j. Routine external building wash down that does not use detergents.
  - k. Landscape irrigation water.

The SWPPP must adequately address all authorized non-stormwater discharges, except for discharges from fire-fighting activities, and must comply with Special Condition S3. At a minimum, discharges from potable water (including water line flushing), fire hydrant system flushing, and pipeline hydrostatic test water must undergo the following: dechlorination to a concentration of 0.1 parts per million (ppm) or less, and pH adjustment to within 6.5-8.5 standard units (su), if necessary.

### D. Prohibited Discharges

The following discharges to waters of the State, including groundwater, are prohibited:

- 1. Concrete wastewater
- 2. Wastewater from washout and clean-up of stucco, paint, form release oils, curing compounds and other construction materials.
- 3. Process wastewater as defined by 40 Code of Federal Regulations (CFR) 122.2 (See Appendix A of this permit).
- 4. Slurry materials and waste from shaft drilling, including process wastewater from shaft drilling for construction of building, road, and bridge foundations unless managed according to Special Condition S9.D.9.j.
- 5. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
- 6. Soaps or solvents used in vehicle and equipment washing.
- 7. Wheel wash wastewater, unless managed according to Special Condition S9.D.9.
- 8. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed according to Special Condition S9.D.10.

### E. Limits on Coverage

Ecology may require any discharger to apply for and obtain coverage under an individual permit or another more specific general permit. Such alternative coverage will be required when Ecology determines that this CSWGP does not provide adequate assurance that water quality will be protected, or there is a reasonable potential for the project to cause or contribute to a violation of water quality standards.

The following stormwater discharges are not covered by this permit:

- Post-construction stormwater discharges that originate from the site after completion of construction activities and the site has undergone final stabilization.
- Non-point source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance, from which there is natural runoff as excluded in 40 CFR Subpart 122.
- 3. Stormwater from any federal operator.
- 4. Stormwater from facilities located on *Indian Country* as defined in 18 U.S.C.§1151, except portions of the Puyallup Reservation as noted below.

### Indian Country includes:

- All land within any Indian Reservation notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation. This includes all federal, tribal, and Indian and non-Indian privately owned land within the reservation.
- b. All off-reservation Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.
- c. All off-reservation federal trust lands held for Native American Tribes.

Puyallup Exception: Following the *Puyallup Tribes of Indians Land Settlement Act of 1989*, 25 U.S.C. §1773; the permit does apply to land within the Puyallup Reservation except for discharges to surface water on land held in trust by the federal government.

- 5. Stormwater from any site covered under an existing NPDES individual permit in which stormwater management and/or treatment requirements are included for all stormwater discharges associated with construction activity.
- Stormwater from a site where an applicable Total Maximum Daily Load (TMDL)
  requirement specifically precludes or prohibits discharges from construction activity.

### F. Erosivity Waiver

Construction site operators may qualify for an Erosivity Waiver from the CSWGP if the following conditions are met:

- 1. The site will result in the disturbance of fewer than five (5) acres and the site is not a portion of a common plan of development or sale that will disturb five (5) acres or greater.
- 2. Calculation of Erosivity "R" Factor and Regional Timeframe:
  - a. The project's calculated rainfall erosivity factor ("R" Factor) must be less than five (5) during the period of construction activity, (See the CSWGP homepage <a href="http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html">http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html</a> for a link to the EPA's calculator and step by step instructions on computing the "R" Factor in the EPA Erosivity Waiver Fact Sheet). The period of construction activity starts when the land is first disturbed and ends with final stabilization. In addition:
  - b. The entire period of construction activity must fall within the following timeframes:
    - i. For sites west of the Cascades Crest: June 15 September 15.
    - ii. For sites east of the Cascades Crest, excluding the Central Basin: June 15 October 15.
    - iii. For sites east of the Cascades Crest, within the Central Basin: no timeframe restrictions apply. The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches. For a map of the Central Basin (Average Annual Precipitation Region 2), refer to:

      <a href="http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html">http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html</a>.
- Construction site operators must submit a complete Erosivity Waiver certification form at least one week before disturbing the land. Certification must include statements that the operator will:
  - a. Comply with applicable local stormwater requirements; and
  - b. Implement appropriate erosion and sediment control BMPs to prevent violations of water quality standards.
- 4. This waiver is not available for facilities declared significant contributors of pollutants as defined in Special Condition S1.B.1.b or for any size construction activity that could

- reasonably expect to cause a violation of any water quality standard as defined in Special Condition S1.B.1.b.ii.
- 5. This waiver does not apply to construction activities which include non-stormwater discharges listed in Special Condition S1.C.3.
- 6. If construction activity extends beyond the certified waiver period for any reason, the operator must either:
  - a. Recalculate the rainfall erosivity "R" factor using the original start date and a new projected ending date and, if the "R" factor is still under 5 and the entire project falls within the applicable regional timeframe in Special Condition S1.F.2.b, complete and submit an amended waiver certification form before the original waiver expires; or
  - b. Submit a complete permit application to Ecology in accordance with Special Condition S2.A and B before the end of the certified waiver period.

## **S2. APPLICATION REQUIREMENTS**

### A. Permit Application Forms

### 1. Notice of Intent Form

- a. Operators of new or previously unpermitted construction activities must submit a complete and accurate permit application (Notice of Intent, or NOI) to Ecology.
- b. Operators must apply using the electronic application form (NOI) available on Ecology's website (<a href="http://ecy.wa.gov/programs/wq/stormwater/construction/index.html">http://ecy.wa.gov/programs/wq/stormwater/construction/index.html</a>). Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology Water Quality Program - Construction Stormwater PO Box 47696 Olympia, Washington 98504-7696

- c. The operator must submit the NOI at least 60 days before discharging stormwater from construction activities and must submit it prior to the date of the first public notice (See Special Condition S2.B, below, for details). The 30-day public comment period begins on the publication date of the second public notice. Unless Ecology responds to the complete application in writing, coverage under the general permit will automatically commence on the 31<sup>st</sup> day following receipt by Ecology of a completed NOI, or the issuance date of this permit, whichever is later; unless Ecology specifies a later date in writing as required by WAC173-226-200(2). See S8.B for Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters.
- d. If an applicant intends to use a Best Management Practice (BMP) selected on the basis of Special Condition S9.C.4 ("demonstrably equivalent" BMPs), the applicant must notify Ecology of its selection as part of the NOI. In the event the applicant selects BMPs after submission of the NOI, the applicant must provide notice of the

- selection of an equivalent BMP to Ecology at least 60 days before intended use of the equivalent BMP.
- e. Applicants must notify Ecology if they are aware of contaminated soils and/or groundwater associated with the construction activity. Provide detailed information with the NOI (as known and readily available) on the nature and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment BMPs proposed to control the discharge of soil and/or groundwater contaminants in stormwater. Examples of such detail may include, but are not limited to:
  - i. List or table of all known contaminants with laboratory test results showing concentration and depth,
  - ii. Map with sample locations,
  - iii. Related portions of the Stormwater Pollution Prevention Plan (SWPPP) that address the management of contaminated and potentially contaminated construction stormwater and dewatering water,
  - iv. Dewatering plan and/or dewatering contingency plan.

### 2. Transfer of Coverage Form

The Permittee can transfer current coverage under this permit to one or more new operators, including operators of sites within a Common Plan of Development, provided:

- The Permittee submits a complete Transfer of Coverage Form to Ecology, signed by the current and new discharger and containing a specific date for transfer of permit responsibility, coverage and liability (including any Administrative Orders associated with the permit); and
- ii. Ecology does not notify the current discharger and new discharger of intent to revoke coverage under the general permit. If this notice is not given, the transfer is effective on the date specified in the written agreement.

When a current discharger (Permittee) transfers a portion of a permitted site, the current discharger must also indicate the remaining permitted acreage after the transfer. Transfers do not require public notice.

### 3. Modification of Coverage Form

Permittees must notify Ecology regarding any changes to the information provided on the NOI by submitting an Update/Modification of Permit Coverage form in accordance with General Conditions G6 and G19. Examples of such changes include, but are not limited to:

- i. Changes to the Permittee's mailing address,
- ii. Changes to the on-site contact person information, and
- iii. Changes to the area/acreage affected by construction activity.

#### **B.** Public Notice

For new or previously unpermitted construction activities, the applicant must publish a public notice at least one time each week for two consecutive weeks, at least 7 days apart, in a newspaper with general circulation in the county where the construction is to take place. The notice must be run after the NOI has been submitted and must contain:

- A statement that "The applicant is seeking coverage under the Washington State
   Department of Ecology's Construction Stormwater NPDES and State Waste Discharge
   General Permit."
- 2. The name, address, and location of the construction site.
- 3. The name and address of the applicant.
- 4. The type of construction activity that will result in a discharge (for example, residential construction, commercial construction, etc.), and the total number of acres to be disturbed over the lifetime of the project.
- 5. The name of the receiving water(s) (that is, the surface water(s) to which the site will discharge), or, if the discharge is through a storm sewer system, the name of the operator of the system and the receiving water(s) the system discharges to.
- 6. The statement: Any persons desiring to present their views to the Washington State Department of Ecology regarding this application, or interested in Ecology's action on this application, may notify Ecology in writing no later than 30 days of the last date of publication of this notice. Ecology reviews public comments and considers whether discharges from this project would cause a measurable change in receiving water quality, and, if so, whether the project is necessary and in the overriding public interest according to Tier II antidegradation requirements under WAC 173-201A-320. Comments can be submitted to: Department of Ecology, PO Box 47696, Olympia, Washington 98504-7696 Attn: Water Quality Program, Construction Stormwater.

### S3. COMPLIANCE WITH STANDARDS

- A. Discharges must not cause or contribute to a violation of surface water quality standards (Chapter 173-201A WAC), groundwater quality standards (Chapter 173-200 WAC), sediment management standards (Chapter 173-204 WAC), and human health-based criteria in the Federal water quality criteria applicable to Washington. (40 CFR Part 131.45) Discharges that are not in compliance with these standards are prohibited.
- **B.** Prior to the discharge of stormwater and non-stormwater to waters of the State, the Permittee must apply All Known, Available, and Reasonable methods of prevention, control, and Treatment (AKART). This includes the preparation and implementation of an adequate SWPPP, with all appropriate BMPs installed and maintained in accordance with the SWPPP and the terms and conditions of this permit.
- C. Ecology presumes that a Permittee complies with water quality standards unless discharge monitoring data or other site-specific information demonstrates that a discharge causes or contributes to a violation of water quality standards, when the Permittee complies with the following conditions. The Permittee must fully:

- Comply with all permit conditions, including; planning, sampling, monitoring, reporting, and recordkeeping conditions.
- Implement stormwater BMPs contained in stormwater management manuals published or approved by Ecology, or BMPs that are demonstrably equivalent to BMPs contained in stormwater management manuals published or approved by Ecology, including the proper selection, implementation, and maintenance of all applicable and appropriate BMPs for on-site pollution control. (For purposes of this section, the stormwater manuals listed in Appendix 10 of the *Phase I Municipal Stormwater Permit* are approved by Ecology.)
- **D.** Where construction sites also discharge to groundwater, the groundwater discharges must also meet the terms and conditions of this CSWGP. Permittees who discharge to groundwater through an injection well must also comply with any applicable requirements of the Underground Injection Control (UIC) regulations, Chapter 173-218 WAC.

# S4. MONITORING REQUIREMENTS, BENCHMARKS, AND REPORTING TRIGGERS

### A. Site Log Book

The Permittee must maintain a site log book that contains a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.

### **B.** Site Inspections

Construction sites one (1) acre or larger that discharge stormwater to surface waters of the State must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL). Sites less than one (1) acre may have a person without CESCL certification conduct inspections. (See Special Conditions S4.B.3 and B.4, below, for detailed requirements of the Permittee's CESCL.)

Site inspections must include all areas disturbed by construction activities, all BMPs, and all stormwater discharge points under the Permittee's operational control.

- 1. The Permittee must have staff knowledgeable in the principles and practices of erosion and sediment control. The CESCL (sites one acre or more) or inspector (sites less than one acre) must have the skills to assess the:
  - a. Site conditions and construction activities that could impact the quality of stormwater; and
  - b. Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges. The SWPPP must identify the CESCL or inspector, who must be present on site or on-call at all times. The CESCL (sites one (1) acre or more) must obtain this certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology. (See BMP C160 in the manual, referred to in Special Condition S9.C.1 and 2.)
- 2. The CESCL or inspector must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen. BMP effectiveness must be evaluated to

determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges.

Based on the results of the inspection, the Permittee must correct the problems identified, by:

- a. Reviewing the SWPPP for compliance with Special Condition S9 and making appropriate revisions within 7 days of the inspection.
- b. Immediately beginning the process of fully implementing and maintaining appropriate source control and/or treatment BMPs, within 10 days of the inspection. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
- c. Documenting BMP implementation and maintenance in the site log book.
- 3. The CESCL or inspector must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. (For purposes of this condition, individual discharge events that last more than one (1) day do not require daily inspections. For example, if a stormwater pond discharges continuously over the course of a week, only one (1) inspection is required that week.) Inspection frequency may be reduced to once every calendar month for inactive sites that are temporarily stabilized.
- 4. The Permittee must summarize the results of each inspection in an inspection report or checklist and enter the report/checklist into, or attach it to, the site log book. At a minimum, each inspection report or checklist must include:
  - a. Inspection date and time.
  - b. Weather information.
  - c. The general conditions during inspection.
  - d. The approximate amount of precipitation since the last inspection.
  - e. The approximate amount of precipitation within the last 24 hours.
  - f. A summary or list of all implemented BMPs, including observations of all erosion/sediment control structures or practices.
  - g. A description of:
    - i. BMPs inspected (including location).
    - ii. BMPs that need maintenance and why.
    - iii. BMPs that failed to operate as designed or intended, and
    - iv. Where additional or different BMPs are needed, and why.
  - h. A description of stormwater discharged from the site. The Permittee must note the presence of suspended sediment, turbidity, discoloration, and oil sheen, as applicable.

- i. Any water quality monitoring performed during inspection.
- j. General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made following the inspection.
- k. An implementation schedule for the remedial actions that the Permittee plans to take if the site inspection indicates that the site is out of compliance. The remedial actions taken must meet the requirements of the SWPPP and the permit.
- I. A summary report of the inspection.
- m. The name, title, and signature of the person conducting the site inspection, a phone number or other reliable method to reach this person, and the following statement: I certify that this report is true, accurate, and complete to the best of my knowledge and belief.

Table 3 Summary of Primary Monitoring Requirements

Size of Soil Disturbance <sup>1</sup>	Weekly Site Inspections	Weekly Sampling w/ Turbidity Meter	Weekly Sampling w/ Transparency Tube	Weekly pH Sampling <sup>2</sup>	CESCL Required for Inspections?
Sites that disturb less than 1 acre, but are part of a larger Common Plan of Development	Required	Not Required	Not Required	Not Required	No
Sites that disturb 1 acre or more, but fewer than 5 acres	Required	Sampling Required – either method <sup>3</sup>		Required	Yes
Sites that disturb 5 acres or more	Required	Required	Not Required4	Required	Yes

<sup>&</sup>lt;sup>1</sup> Soil disturbance is calculated by adding together all areas that will be affected by construction activity. Construction activity means clearing, grading, excavation, and any other activity that disturbs the surface of the land, including ingress/egress from the site.

<sup>&</sup>lt;sup>2</sup> If construction activity results in the disturbance of 1 acre or more, and involves significant concrete work (1,000 cubic yards of concrete or recycled concrete placed or poured over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer stormwater collection system that drains to other surface waters of the State, the Permittee must conduct pH sampling in accordance with Special Condition S4.D.

<sup>&</sup>lt;sup>3</sup> Sites with one or more acres, but fewer than 5 acres of soil disturbance, must conduct turbidity or transparency sampling in accordance with Special Condition S4.C.4.a or b.

<sup>&</sup>lt;sup>4</sup> Sites equal to or greater than 5 acres of soil disturbance must conduct turbidity sampling using a turbidity meter in accordance with Special Condition S4.C.4.a.

### C. Turbidity/Transparency Sampling Requirements

### 1. Sampling Methods

- a. If construction activity involves the disturbance of five (5) acres or more, the Permittee must conduct turbidity sampling per Special Condition S4.C.4.a, below.
- b. If construction activity involves one (1) acre or more but fewer than five (5) acres of soil disturbance, the Permittee must conduct either transparency sampling *or* turbidity sampling per Special Condition S4.C.4.a or b, below.

### 2. Sampling Frequency

- a. The Permittee must sample all discharge points at least once every calendar week when stormwater (or authorized non-stormwater) discharges from the site or enters any on-site surface waters of the state (for example, a creek running through a site); sampling is not required on sites that disturb less than an acre.
- b. Samples must be representative of the flow and characteristics of the discharge.
- c. Sampling is not required when there is no discharge during a calendar week.
- d. Sampling is not required outside of normal working hours or during unsafe conditions.
- e. If the Permittee is unable to sample during a monitoring period, the Permittee must include a brief explanation in the monthly Discharge Monitoring Report (DMR).
- f. Sampling is not required before construction activity begins.
- g. The Permittee may reduce the sampling frequency for temporarily stabilized, inactive sites to once every calendar month.

### 3. Sampling Locations

- a. Sampling is required at all points where stormwater associated with construction activity (or authorized non-stormwater) is discharged off site, including where it enters any on-site surface waters of the state (for example, a creek running through a site).
- b. The Permittee may discontinue sampling at discharge points that drain areas of the project that are fully stabilized to prevent erosion.
- c. The Permittee must identify all sampling point(s) in the SWPPP and on the site map and clearly mark these points in the field with a flag, tape, stake or other visible marker.
- d. Sampling is not required for discharge that is sent directly to sanitary or combined sewer systems.
- e. The Permittee may discontinue sampling at discharge points in areas of the project where the Permittee no longer has operational control of the construction activity.

### 4. Sampling and Analysis Methods

- a. The Permittee performs turbidity analysis with a calibrated turbidity meter (turbidimeter) either on site or at an accredited lab. The Permittee must record the results in the site log book in nephelometric turbidity units (NTUs).
- b. The Permittee performs transparency analysis on site with a 1% inch diameter, 60 centimeter (cm)-long transparency tube. The Permittee will record the results in the site log book in centimeters (cm).

Table 4 Monitoring and Reporting Requirements

Parameter	Unit	Analytical Method	Sampling Frequency	Benchmark Value
Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs
Transparency	Cm	Manufacturer instructions, or Ecology guidance	Weekly, if discharging	33 cm

### 5. Turbidity/Transparency Benchmark Values and Reporting Triggers

The benchmark value for turbidity is 25 NTUs. The benchmark value for transparency is 33 centimeters (cm). Note: Benchmark values do not apply to discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus; these discharges are subject to a numeric effluent limit for turbidity. Refer to Special Condition S8 for more information and follow S5.F – Noncompliance Notification for reporting requirements applicable to discharges which exceed the numeric effluent limit for turbidity.

a. Turbidity 26 – 249 NTUs, or Transparency 32 – 7 cm:

If the discharge turbidity is 26 to 249 NTUs; or if discharge transparency is 32 to 7 cm, the Permittee must:

- i. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs, and no later than 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- ii. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
- iii. Document BMP implementation and maintenance in the site log book.
- b. Turbidity 250 NTUs or greater, or Transparency 6 cm or less:

If a discharge point's turbidity is 250 NTUs or greater, or if discharge transparency is less than or equal to 6 cm, the Permittee must complete the reporting and adaptive

management process described below. For discharges which are subject to a numeric effluent limit for turbidity, see S5.F – Noncompliance Notification.

- . Within 24 hours, telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) number (or through Ecology's Water Quality Permitting Portal [WQWebPortal] Permit Submittals when the form is available), in accordance with Special Condition S5.A.
  - **Central Region** (Okanogan, Chelan, Douglas, Kittitas, Yakima, Klickitat, Benton): (509) 575-2490
  - Eastern Region (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
  - Northwest Region (Kitsap, Snohomish, Island, King, San Juan, Skagit, Whatcom): (425) 649-7000
  - **Southwest Region** (Grays Harbor, Lewis, Mason, Thurston, Pierce, Clark, Cowlitz, Skamania, Wahkiakum, Clallam, Jefferson, Pacific): (360) 407-6300

These numbers and a link to the ERTS reporting page are also listed at the following website: http://www.ecy.wa.gov/programs/wg/stormwater/construction/index.html.

- ii. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- iii. Sample discharges daily until:
  - a) Turbidity is 25 NTUs (or lower); or
  - b) Transparency is 33 cm (or greater); or
  - c) The Permittee has demonstrated compliance with the water quality standard for turbidity:
    - 1) No more than 5 NTUs over background turbidity, if background is less than 50 NTUs, or
    - 2) No more than 10% over background turbidity, if background is 50 NTUs or greater; or
      - \*Note: background turbidity in the receiving water must be measured immediately upstream (upgradient) or outside of the area of influence of the discharge.
  - d) The discharge stops or is eliminated.
- iv. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within seven (7) days of the date the discharge exceeded the benchmark.

v. Document BMP implementation and maintenance in the site log book.

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with permit benchmarks.

### D. pH Sampling Requirements - Significant Concrete Work or Engineered Soils

If construction activity results in the disturbance of 1 acre or more, *and* involves significant concrete work (significant concrete work means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer system that drains to surface waters of the State, the Permittee must conduct pH sampling as set forth below. Note: In addition, discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for high pH are subject to a numeric effluent limit for pH; refer to Special Condition S8.

- 1. The Permittee must perform pH analysis on site with a calibrated pH meter, pH test kit, or wide range pH indicator paper. The Permittee must record pH sampling results in the site log book.
- 2. During the applicable pH monitoring period defined below, the Permittee must obtain a representative sample of stormwater and conduct pH analysis at least once per week.
  - a. For sites with significant concrete work, the Permittee must begin the pH sampling period when the concrete is first placed or poured and exposed to precipitation, and continue weekly throughout and after the concrete placement, pour and curing period, until stormwater pH is in the range of 6.5 to 8.5 (su).
  - b. For sites with recycled concrete where monitoring is required, the Permittee must begin the weekly pH sampling period when the recycled concrete is first exposed to precipitation and must continue until the recycled concrete is fully stabilized with the stormwater pH in the range of 6.5 to 8.5 (su).
  - c. For sites with engineered soils, the Permittee must begin the pH sampling period when the soil amendments are first exposed to precipitation and must continue until the area of engineered soils is fully stabilized.
- 3. The Permittee must sample pH in the sediment trap/pond(s) or other locations that receive stormwater runoff from the area of significant concrete work or engineered soils before the stormwater discharges to surface waters.
- 4. The benchmark value for pH is 8.5 standard units. Anytime sampling indicates that pH is 8.5 or greater, the Permittee must either:
  - a. Prevent the high pH water (8.5 or above) from entering storm sewer systems or surface waters of the state; *or*
  - b. If necessary, adjust or neutralize the high pH water until it is in the range of pH 6.5 to 8.5 (su) using an appropriate treatment BMP such as carbon dioxide (CO<sub>2</sub>) sparging, dry ice or food grade vinegar. The Permittee must obtain written approval from Ecology before using any form of chemical treatment other than CO<sub>2</sub> sparging, dry ice or food grade vinegar.

## S5. REPORTING AND RECORDKEEPING REQUIREMENTS

### A. High Turbidity Reporting

Anytime sampling performed in accordance with Special Condition S4.C indicates turbidity has reached the 250 NTUs or more (or transparency less than or equal to 6 cm), high turbidity reporting level, the Permittee must notify Ecology within 24 hours of analysis either by calling the applicable Ecology Region's Environmental Report Tracking System (ERTS) number by phone or by submitting an electronic ERTS report (through Ecology's Water Quality Permitting Portal (WQWebPortal) – Permit Submittals when the form is available). See the CSWGP website for links to ERTS and the WQWebPortal. (<a href="http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html">http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html</a>) Also, see phone numbers in Special Condition S4.C.5.b.i.

### B. Discharge Monitoring Reports (DMRs)

Permittees required to conduct water quality sampling in accordance with Special Conditions S4.C (Turbidity/Transparency), S4.D (pH), S8 (303[d]/TMDL sampling), and/or G12 (Additional Sampling) must submit the results to Ecology.

Permittees must submit monitoring data using Ecology's WQWebDMR web application accessed through Ecology's Water Quality Permitting Portal.

Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper copy DMR at:

Department of Ecology Water Quality Program - Construction Stormwater PO Box 47696 Olympia, WA 98504-7696

Permittees who obtain a waiver not to use WQWebDMR must use the forms provided to them by Ecology; submittals must be mailed to the address above. Permittees must submit DMR forms to be received by Ecology within 15 days following the end of each month.

If there was no discharge during a given monitoring period, all Permittees must submit a DMR as required with "no discharge" entered in place of the monitoring results. DMRs are required for the full duration of permit coverage (from the first full month following the effective date of permit coverage up until Ecology has approved termination of the coverage). For more information, contact Ecology staff using information provided at the following website: <a href="https://www.ecy.wa.gov/programs/wq/permits/paris/contacts.html">www.ecy.wa.gov/programs/wq/permits/paris/contacts.html</a>.

### C. Records Retention

The Permittee must retain records of all monitoring information (site log book, sampling results, inspection reports/checklists, etc.), Stormwater Pollution Prevention Plan, copy of the permit coverage letter (including Transfer of Coverage documentation) and any other documentation of compliance with permit requirements for the entire life of the construction project and for a minimum of five (5) years following the termination of permit coverage. Such information must include all calibration and maintenance records, and records of all data used to complete the application for this permit. This period of retention must be extended during

the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by Ecology.

### D. Recording Results

For each measurement or sample taken, the Permittee must record the following information:

- 1. Date, place, method, and time of sampling or measurement.
- 2. The first and last name of the individual who performed the sampling or measurement.
- 3. The date(s) the analyses were performed.
- 4. The first and last name of the individual who performed the analyses.
- 5. The analytical techniques or methods used.
- 6. The results of all analyses.

### E. Additional Monitoring by the Permittee

If the Permittee samples or monitors any pollutant more frequently than required by this permit using test procedures specified by Special Condition S4 of this permit, the sampling results for this monitoring must be included in the calculation and reporting of the data submitted in the Permittee's DMR.

### F. Noncompliance Notification

In the event the Permittee is unable to comply with any part of the terms and conditions of this permit, and the resulting noncompliance may cause a threat to human health or the environment (such as but not limited to spills or fuels or other materials, catastrophic pond or slope failure, and discharges that violate water quality standards), or exceed numeric effluent limitations (see S8 – Discharges to 303(d) or TMDL Waterbodies), the Permittee must, upon becoming aware of the circumstance:

- Notify Ecology within 24 hours of the failure to comply by calling the applicable Regional
  office ERTS phone number (refer to Special Condition S4.C.5.b.i, or go to
  <a href="https://ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue">https://ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue</a> to find
  contact information for the regional offices.)
- 2. Immediately take action to prevent the discharge/pollution, or otherwise stop or correct the noncompliance, and, if applicable, repeat sampling and analysis of any noncompliance immediately and submit the results to Ecology within five (5) days of becoming aware of the violation (See S5.F.3, below, for details on submitting results in a report).
- 3. Submit a detailed written report to Ecology within five (5) days of the time the Permittee becomes aware of the circumstances, unless requested earlier by Ecology. The report must be submitted using Ecology's Water Quality Permitting Portal (WQWebPortal) Permit Submittals, unless a waiver from electronic reporting has been granted according to S5.B. The report must contain a description of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

The Permittee must report any unanticipated bypass and/or upset that exceeds any effluent limit in the permit in accordance with the 24-hour reporting requirement contained in 40 C.F.R. 122.41(I)(6).

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply. Upon request of the Permittee, Ecology may waive the requirement for a written report on a case-by-case basis, if the immediate notification is received by Ecology within 24 hours.

### G. Access to Plans and Records

- 1. The Permittee must retain the following permit documentation (plans and records) on site, or within reasonable access to the site, for use by the operator or for on-site review by Ecology or the local jurisdiction:
  - a. General Permit
  - b. Permit Coverage Letter
  - c. Stormwater Pollution Prevention Plan (SWPPP)
  - d. Site Log Book
  - e. Erosivity Waiver (if applicable)
- 2. The Permittee must address written requests for plans and records listed above (Special Condition S5.G.1) as follows:
  - a. The Permittee must provide a copy of plans and records to Ecology within 14 days of receipt of a written request from Ecology.
  - b. The Permittee must provide a copy of plans and records to the public when requested in writing. Upon receiving a written request from the public for the Permittee's plans and records, the Permittee must either:
    - i. Provide a copy of the plans and records to the requester within 14 days of a receipt of the written request; *or*
    - ii. Notify the requester within 10 days of receipt of the written request of the location and times within normal business hours when the plans and records may be viewed; and provide access to the plans and records within 14 days of receipt of the written request; or
      - Within 14 days of receipt of the written request, the Permittee may submit a copy of the plans and records to Ecology for viewing and/or copying by the requester at an Ecology office, or a mutually agreed location. If plans and records are viewed and/or copied at a location other than at an Ecology office, the Permittee will provide reasonable access to copying services for which a reasonable fee may be charged. The Permittee must notify the requester within 10 days of receipt of the request where the plans and records may be viewed and/or copied.

### S6. PERMIT FEES

The Permittee must pay permit fees assessed by Ecology. Fees for stormwater discharges covered under this permit are established by Chapter 173-224 WAC. Ecology continues to assess permit fees until the permit is terminated in accordance with Special Condition S10 or revoked in accordance with General Condition G5.

## S7. SOLID AND LIQUID WASTE DISPOSAL

The Permittee must handle and dispose of solid and liquid wastes generated by construction activity, such as demolition debris, construction materials, contaminated materials, and waste materials from maintenance activities, including liquids and solids from cleaning catch basins and other stormwater facilities, in accordance with:

- A. Special Condition S3, Compliance with Standards.
- **B.** WAC 173-216-110.
- **C.** Other applicable regulations.

## S8. DISCHARGES TO 303(d) OR TMDL WATERBODIES

## A. Sampling and Numeric Effluent Limits For Certain Discharges to 303(d)-Listed Water Bodies

- 1. Permittees who discharge to segments of water bodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorus, must conduct water quality sampling according to the requirements of this section, and Special Conditions S4.C.2.b-f and S4.C.3.b-d, and must comply with the applicable numeric effluent limitations in S8.C and S8.D.
- 2. All references and requirements associated with Section 303(d) of the Clean Water Act mean the most current listing by Ecology of impaired waters (Category 5) that exists on January 1, 2021, or the date when the operator's complete permit application is received by Ecology, whichever is later.
- B. Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters

Construction sites that discharge to a TMDL or 303(d)-listed waterbody are not eligible for coverage under this permit *unless* the operator:

- Prevents exposing stormwater to pollutants for which the waterbody is impaired, and retains documentation in the SWPPP that details procedures taken to prevent exposure on site; or
- 2. Documents that the pollutants for which the waterbody is impaired are not present at the site, and retains documentation of this finding within the SWPPP; *or*
- 3. Provides Ecology with data indicating the discharge is not expected to cause or contribute to an exceedance of a water quality standard, and retains such data on site with the SWPPP. The operator must provide data and other technical information to Ecology that sufficiently demonstrate:
  - a. For discharges to waters without an EPA-approved or -established TMDL, that the discharge of the pollutant for which the water is impaired will meet in-stream water quality criteria at the point of discharge to the waterbody; *or*
  - b. For discharges to waters with an EPA-approved or -established TMDL, that there is sufficient remaining wasteload allocation in the TMDL to allow construction stormwater discharge and that existing dischargers to the waterbody are subject to compliance schedules designed to bring the waterbody into attainment with water quality standards.

Operators of construction sites are eligible for coverage under this permit only after Ecology makes an affirmative determination that the *discharge will not cause or contribute to the existing impairment or exceed the TMDL.* 

## C. Sampling and Numeric Effluent Limits for Discharges to Water Bodies on the 303(d) List for Turbidity, Fine Sediment, or Phosphorus

- 1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus must conduct turbidity sampling in accordance with Special Condition S4.C.2 and comply with either of the numeric effluent limits noted in Table 5 below.
- 2. As an alternative to the 25 NTUs effluent limit noted in Table 5 below (applied at the point where stormwater [or authorized non-stormwater] is discharged off-site), Permittees may choose to comply with the surface water quality standard for turbidity. The standard is: no more than 5 NTUs over background turbidity when the background turbidity is 50 NTUs or less, or no more than a 10% increase in turbidity when the background turbidity is more than 50 NTUs. In order to use the water quality standard requirement, the sampling must take place at the following locations:
  - a. Background turbidity in the 303(d)-listed receiving water immediately upstream (upgradient) or outside the area of influence of the discharge.
  - b. Turbidity at the point of discharge into the 303(d)-listed receiving water, inside the area of influence of the discharge.
- 3. Discharges that exceed the numeric effluent limit for turbidity constitute a violation of this permit.
- 4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

Table 5 Turbidity, Fine Sediment & Phosphorus Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled	Unit	Analytical Method	Sampling Frequency	Numeric Effluent Limit <sup>1</sup>
<ul><li>Turbidity</li><li>Fine Sediment</li><li>Phosphorus</li></ul>	Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs, at the point where stormwater is discharged from the site; <i>OR</i>
					In compliance with the surface water quality standard for turbidity (S8.C.2.a)

Permittees subject to a numeric effluent limit for turbidity may, at their discretion, choose either numeric effluent limitation based on site-specific considerations including, but not limited to, safety, access and convenience.

### D. Discharges to Water Bodies on the 303(d) List for High pH

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for high pH must conduct pH sampling in accordance with the table below, and comply with the numeric effluent limit of pH 6.5 to 8.5 su (Table 6).

Table 6 pH Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d)	Parameter	Analytical	Sampling	Numeric Effluent
listing	Sampled/Units	Method	Frequency	Limit
High pH	pH /Standard Units	pH meter	Weekly, if discharging	In the range of 6.5 – 8.5 su

- 2. At the Permittee's discretion, compliance with the limit shall be assessed at one of the following locations:
  - a. Directly in the 303(d)-listed waterbody segment, inside the immediate area of influence of the discharge; *or*
  - b. Alternatively, the Permittee may measure pH at the point where the discharge leaves the construction site, rather than in the receiving water.
- 3. Discharges that exceed the numeric effluent limit for pH (outside the range of 6.5 8.5 su) constitute a violation of this permit.
- 4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.
- E. Sampling and Limits for Sites Discharging to Waters Covered by a TMDL or another Pollution Control Plan

- Discharges to a waterbody that is subject to a Total Maximum Daily Load (TMDL) for turbidity, fine sediment, high pH, or phosphorus must be consistent with the TMDL. Refer to <a href="http://www.ecy.wa.gov/programs/wq/tmdl/TMDLsbyWria/TMDLbyWria.html">http://www.ecy.wa.gov/programs/wq/tmdl/TMDLsbyWria/TMDLbyWria.html</a> for more information on TMDLs.
  - a. Where an applicable TMDL sets specific waste load allocations or requirements for discharges covered by this permit, discharges must be consistent with any specific waste load allocations or requirements established by the applicable TMDL.
    - The Permittee must sample discharges weekly, unless otherwise specified by the TMDL, to evaluate compliance with the specific waste load allocations or requirements.
    - ii. Analytical methods used to meet the monitoring requirements must conform to the latest revision of the *Guidelines Establishing Test Procedures for the Analysis of Pollutants* contained in 40 CFR Part 136.
    - iii. Turbidity and pH methods need not be accredited or registered unless conducted at a laboratory which must otherwise be accredited or registered.
  - b. Where an applicable TMDL has established a general waste load allocation for construction stormwater discharges, but has not identified specific requirements, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
  - c. Where an applicable TMDL has not specified a waste load allocation for construction stormwater discharges, but has not excluded these discharges, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
  - d. Where an applicable TMDL specifically precludes or prohibits discharges from construction activity, the operator is not eligible for coverage under this permit.

### S9. STORMWATER POLLUTION PREVENTION PLAN

The Permittee must prepare and properly implement an adequate Stormwater Pollution Prevention Plan (SWPPP) for construction activity in accordance with the requirements of this permit beginning with initial soil disturbance and until final stabilization.

### A. The Permittee's SWPPP must meet the following objectives:

- To identify best management practices (BMPs) which prevent erosion and sedimentation, and to reduce, eliminate or prevent stormwater contamination and water pollution from construction activity.
- 2. To prevent violations of surface water quality, groundwater quality, or sediment management standards.
- 3. To control peak volumetric flow rates and velocities of stormwater discharges.

### **B.** General Requirements

- The SWPPP must include a narrative and drawings. All BMPs must be clearly referenced in the narrative and marked on the drawings. The SWPPP narrative must include documentation to explain and justify the pollution prevention decisions made for the project. Documentation must include:
  - a. Information about existing site conditions (topography, drainage, soils, vegetation, etc.).
  - b. Potential erosion problem areas.
  - c. The 13 elements of a SWPPP in Special Condition S9.D.1-13, including BMPs used to address each element.
  - d. Construction phasing/sequence and general BMP implementation schedule.
  - e. The actions to be taken if BMP performance goals are not achieved—for example, a contingency plan for additional treatment and/or storage of stormwater that would violate the water quality standards if discharged.
  - f. Engineering calculations for ponds, treatment systems, and any other designed structures. When a treatment system requires engineering calculations, these calculations must be included in the SWPPP. Engineering calculations do not need to be included in the SWPPP for treatment systems that do not require such calculations.
- 2. The Permittee must modify the SWPPP if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the SWPPP is, or would be, ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. The Permittee must then:
  - a. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the inspection or investigation.
  - b. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than 10 days from the inspection or investigation. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
  - c. Document BMP implementation and maintenance in the site log book.

The Permittee must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

### C. Stormwater Best Management Practices (BMPs)

BMPs must be consistent with:

 Stormwater Management Manual for Western Washington (most current approved edition at the time this permit was issued), for sites west of the crest of the Cascade Mountains; or

- 2. Stormwater Management Manual for Eastern Washington (most current approved edition at the time this permit was issued), for sites east of the crest of the Cascade Mountains; or
- 3. Revisions to the manuals listed in Special Condition S9.C.1 & 2, or other stormwater management guidance documents or manuals which provide an equivalent level of pollution prevention, that are approved by Ecology and incorporated into this permit in accordance with the permit modification requirements of WAC 173-226-230; *or*
- 4. Documentation in the SWPPP that the BMPs selected provide an equivalent level of pollution prevention, compared to the applicable stormwater management manuals, including:
  - a. The technical basis for the selection of all stormwater BMPs (scientific, technical studies, and/or modeling) that support the performance claims for the BMPs being selected.
  - b. An assessment of how the selected BMP will satisfy AKART requirements and the applicable federal technology-based treatment requirements under 40 CFR part 125.3.

### D. SWPPP - Narrative Contents and Requirements

The Permittee must include each of the 13 elements below in Special Condition S9.D.1-13 in the narrative of the SWPPP and implement them unless site conditions render the element unnecessary and the exemption from that element is clearly justified in the SWPPP.

- Preserve Vegetation/Mark Clearing Limits
  - a. Before beginning land-disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area.
  - b. Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable.

### 2. Establish Construction Access

- a. Limit construction vehicle access and exit to one route, if possible.
- b. Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs, to minimize tracking sediment onto roads.
- c. Locate wheel wash or tire baths on site, if the stabilized construction entrance is not effective in preventing tracking sediment onto roads.
- d. If sediment is tracked off site, clean the affected roadway thoroughly at the end of each day, or more frequently as necessary (for example, during wet weather). Remove sediment from roads by shoveling, sweeping, or pickup and transport of the sediment to a controlled sediment disposal area.
- e. Conduct street washing only after sediment removal in accordance with Special Condition S9.D.2.d.
- f. Control street wash wastewater by pumping back on site or otherwise preventing it from discharging into systems tributary to waters of the State.

### 3. Control Flow Rates

- a. Protect properties and waterways downstream of construction sites from erosion and the associated discharge of turbid waters due to increases in the velocity and peak volumetric flow rate of stormwater runoff from the project site, as required by local plan approval authority.
- b. Where necessary to comply with Special Condition S9.D.3.a, construct stormwater infiltration or detention BMPs as one of the first steps in grading. Assure that detention BMPs function properly before constructing site improvements (for example, impervious surfaces).
- c. If permanent infiltration ponds are used for flow control during construction, protect these facilities from sedimentation during the construction phase.

### 4. Install Sediment Controls

The Permittee must design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, the Permittee must:

- a. Construct sediment control BMPs (sediment ponds, traps, filters, infiltration facilities, etc.) as one of the first steps in grading. These BMPs must be functional before other land disturbing activities take place.
- b. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- c. Direct stormwater runoff from disturbed areas through a sediment pond or other appropriate sediment removal BMP, before the runoff leaves a construction site or before discharge to an infiltration facility. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard of Special Condition S9.D.3.a.
- d. Locate BMPs intended to trap sediment on site in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages.
- e. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible.
- f. Where feasible, design outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column.

### 5. Stabilize Soils

a. The Permittee must stabilize exposed and unworked soils by application of effective BMPs that prevent erosion. Applicable BMPs include, but are not limited to: temporary and permanent seeding, sodding, mulching, plastic covering, erosion

- control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base on areas to be paved, and dust control.
- b. The Permittee must control stormwater volume and velocity within the site to minimize soil erosion.
- c. The Permittee must control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- d. Depending on the geographic location of the project, the Permittee must not allow soils to remain exposed and unworked for more than the time periods set forth below to prevent erosion.

### **West of the Cascade Mountains Crest**

During the dry season (May 1 - September 30): 7 days During the wet season (October 1 - April 30): 2 days

East of the Cascade Mountains Crest, except for Central Basin\* During the dry season (July 1 - September 30): 10 days During the wet season (October 1 - June 30): 5 days

The Central Basin\*, East of the Cascade Mountains Crest During the dry Season (July 1 - September 30): 30 days During the wet season (October 1 - June 30): 15 days

\*Note: The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

- e. The Permittee must stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast.
- f. The Permittee must stabilize soil stockpiles from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.
- g. The Permittee must minimize the amount of soil exposed during construction activity.
- h. The Permittee must minimize the disturbance of steep slopes.
- i. The Permittee must minimize soil compaction and, unless infeasible, preserve topsoil.

### 6. Protect Slopes

- a. The Permittee must design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
- b. The Permittee must divert off-site stormwater (run-on) or groundwater away from slopes and disturbed areas with interceptor dikes, pipes, and/or swales. Off-site stormwater should be managed separately from stormwater generated on the site.
- c. At the top of slopes, collect drainage in pipe slope drains or protected channels to prevent erosion.

- i. West of the Cascade Mountains Crest: Temporary pipe slope drains must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped area."
- ii. East of the Cascade Mountains Crest: Temporary pipe slope drains must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
- d. Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
- e. Place check dams at regular intervals within constructed channels that are cut down a slope.

### 7. Protect Drain Inlets

- a. Protect all storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
- b. Clean or remove and replace inlet protection devices when sediment has filled onethird of the available storage (unless a different standard is specified by the product manufacturer).

### 8. Stabilize Channels and Outlets

- a. Design, construct and stabilize all on-site conveyance channels to prevent erosion from the following expected peak flows:
  - i. West of the Cascade Mountains Crest: Channels must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate indicated by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the WWHM to predict flows, bare soil areas should be modeled as "landscaped area."
  - ii. East of the Cascade Mountains Crest: Channels must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
- b. Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

### 9. Control Pollutants

Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. The Permittee must:

- a. Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- b. Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment. Minimize storage of hazardous materials on-site. Safety Data Sheets (SDS) should be supplied for all materials stored. Chemicals should be kept in their original labeled containers. On-site fueling tanks must include secondary containment. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume of the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- c. Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- d. Discharge wheel wash or tire bath wastewater to a separate on-site treatment system that prevents discharge to surface water, such as closed-loop recirculation or upland land application, or to the sanitary sewer with local sewer district approval.
- e. Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Follow manufacturers' label requirements for application rates and procedures.
- f. Use BMPs to prevent contamination of stormwater runoff by pH-modifying sources. The sources for this contamination include, but are not limited to: bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, recycled concrete stockpiles, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, concrete pumping and mixer washout waters. (Also refer to the definition for "concrete wastewater" in Appendix A Definitions.)
- g. Adjust the pH of stormwater or authorized non-stormwater if necessary to prevent an exceedance of groundwater and/or surface water quality standards.
- h. Assure that washout of concrete trucks is performed off-site or in designated concrete washout areas only. Do not wash out concrete truck drums onto the ground, or into storm drains, open ditches, streets, or streams. Washout of small concrete handling equipment may be disposed of in a formed area awaiting concrete where it will not contaminate surface or groundwater. Do not dump excess concrete on site, except in designated concrete washout areas. Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is

- prohibited. At no time shall concrete be washed off into the footprint of an area where an infiltration BMP will be installed.
- i. Obtain written approval from Ecology before using any chemical treatment, with the exception of CO<sub>2</sub>, dry ice or food grade vinegar, to adjust pH.
- j. Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5 (su).

### 10. Control Dewatering

- a. Permittees must discharge foundation, vault, and trench dewatering water, which have characteristics similar to stormwater runoff at the site, in conjunction with BMPs to reduce sedimentation before discharge to a sediment trap or sediment pond.
- b. Permittees may discharge clean, non-turbid dewatering water, such as well-point groundwater, to systems tributary to, or directly into surface waters of the State, as specified in Special Condition S9.D.8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through stormwater sediment ponds. Note that "surface waters of the State" may exist on a construction site as well as off site; for example, a creek running through a site.
- c. Other dewatering treatment or disposal options may include:
  - i. Infiltration
  - ii. Transport off site in a vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters.
  - iii. Ecology-approved on-site chemical treatment or other suitable treatment technologies (See S9.D.9.i, regarding chemical treatment written approval).
  - iv. Sanitary or combined sewer discharge with local sewer district approval, if there is no other option.
  - v. Use of a sedimentation bag with discharge to a ditch or swale for small volumes of localized dewatering.
- d. Permittees must handle highly turbid or contaminated dewatering water separately from stormwater.

### 11. Maintain BMPs

- a. Permittees must maintain and repair all temporary and permanent erosion and sediment control BMPs as needed to assure continued performance of their intended function in accordance with BMP specifications.
- Permittees must remove all temporary erosion and sediment control BMPs within 30 days after achieving final site stabilization or after the temporary BMPs are no longer needed.

### 12. Manage the Project

- a. Phase development projects to the maximum degree practicable and take into account seasonal work limitations.
- b. Inspect, maintain and repair all BMPs as needed to assure continued performance of their intended function. Conduct site inspections and monitoring in accordance with Special Condition S4.
- c. Maintain, update, and implement the SWPPP in accordance with Special Conditions S3, S4, and S9.

### 13. Protect Low Impact Development (LID) BMPs

The primary purpose of on-site LID Stormwater Management is to reduce the disruption of the natural site hydrology through infiltration. LID BMPs are permanent facilities.

- a. Permittees must protect all LID BMPs (including, but not limited to, Bioretention and Rain Garden facilities) from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the Bioretention and/or Rain Garden facilities. Restore the BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the facility must include removal of sediment and any sediment-laden bioretention/ rain garden soils, and replacing the removed soils with soils meeting the design specification.
- b. Permittees must maintain the infiltration capabilities of LID BMPs by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.
- c. Permittees must control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.
- d. Permittees must clean permeable pavements fouled with sediments or no longer passing an initial infiltration test using local stormwater manual methodology or the manufacturer's procedures.
- e. Permittees must keep all heavy equipment off existing soils under LID BMPs that have been excavated to final grade to retain the infiltration rate of the soils.

### E. SWPPP – Map Contents and Requirements

The Permittee's SWPPP must also include a vicinity map or general location map (for example, a USGS quadrangle map, a portion of a county or city map, or other appropriate map) with enough detail to identify the location of the construction site and receiving waters within one mile of the site.

The SWPPP must also include a legible site map (or maps) showing the entire construction site. The following features must be identified, unless not applicable due to site conditions.

- 1. The direction of north, property lines, and existing structures and roads.
- 2. Cut and fill slopes indicating the top and bottom of slope catch lines.

- 3. Approximate slopes, contours, and direction of stormwater flow before and after major grading activities.
- 4. Areas of soil disturbance and areas that will not be disturbed.
- 5. Locations of structural and nonstructural controls (BMPs) identified in the SWPPP.
- 6. Locations of off-site material, stockpiles, waste storage, borrow areas, and vehicle/equipment storage areas.
- 7. Locations of all surface water bodies, including wetlands.
- Locations where stormwater or non-stormwater discharges off-site and/or to a surface waterbody, including wetlands.
- 9. Location of water quality sampling station(s), if sampling is required by state or local permitting authority.
- 10. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
- 11. Location or proposed location of LID facilities.

### **S10. NOTICE OF TERMINATION**

Partial terminations of permit coverage are not authorized.

- **A.** The site is eligible for termination of coverage when it has met any of the following conditions:
- The site has undergone final stabilization, the Permittee has removed all temporary BMPs (except biodegradable BMPs clearly manufactured with the intention for the material to be left in place and not interfere with maintenance or land use), and all stormwater discharges associated with construction activity have been eliminated; or
- All portions of the site that have not undergone final stabilization per Special Condition S10.A.1 have been sold and/or transferred (per Special Condition S2.A), and the Permittee no longer has operational control of the construction activity; or
- 3. For residential construction only, the Permittee has completed temporary stabilization and the homeowners have taken possession of the residences.
- **B.** When the site is eligible for termination, the Permittee must submit a complete and accurate Notice of Termination (NOT) form, signed in accordance with General Condition G2, to:

Department of Ecology Water Quality Program - Construction Stormwater PO Box 47696 Olympia, WA 98504-7696 When an electronic termination form is available, the Permittee may choose to submit a complete and accurate Notice of Termination (NOT) form through the Water Quality Permitting Portal rather than mailing a hardcopy as noted above.

The termination is effective on the 31st calendar day following the date Ecology receives a complete NOT form, unless Ecology notifies the Permittee that termination request is denied because the Permittee has not met the eligibility requirements in Special Condition S10.A.

Permittees are required to comply with all conditions and effluent limitations in the permit until the permit has been terminated.

Permittees transferring the property to a new property owner or operator/Permittee are required to complete and submit the Notice of Transfer form to Ecology, but are not required to submit a Notice of Termination form for this type of transaction.

## **GENERAL CONDITIONS**

### G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this general permit must be consistent with the terms and conditions of this general permit. Any discharge of any pollutant more frequent than or at a level in excess of that identified and authorized by the general permit must constitute a violation of the terms and conditions of this permit.

### G2. SIGNATORY REQUIREMENTS

- **A.** All permit applications must bear a certification of correctness to be signed:
  - 1. In the case of corporations, by a responsible corporate officer.
  - 2. In the case of a partnership, by a general partner of a partnership.
  - 3. In the case of sole proprietorship, by the proprietor.
  - 4. In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official.
- **B.** All reports required by this permit and other information requested by Ecology (including NOIs, NOTs, and Transfer of Coverage forms) must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
  - 1. The authorization is made in writing by a person described above and submitted to Ecology.
  - The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.
- C. Changes to authorization. If an authorization under paragraph G2.B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G2.B.2 above must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- **D.** Certification. Any person signing a document under this section must make the following certification:

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

### G3. RIGHT OF INSPECTION AND ENTRY

The Permittee must allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law:

- **A.** To enter upon the premises where a discharge is located or where any records are kept under the terms and conditions of this permit.
- **B.** To have access to and copy, at reasonable times and at reasonable cost, any records required to be kept under the terms and conditions of this permit.
- **C.** To inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.
- **D.** To sample or monitor, at reasonable times, any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

### G4. GENERAL PERMIT MODIFICATION AND REVOCATION

This permit may be modified, revoked and reissued, or terminated in accordance with the provisions of Chapter 173-226 WAC. Grounds for modification, revocation and reissuance, or termination include, but are not limited to, the following:

- **A.** When a change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this permit.
- **B.** When effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this permit.
- **C.** When a water quality management plan containing requirements applicable to the category of dischargers covered under this permit is approved, or
- **D.** When information is obtained that indicates cumulative effects on the environment from dischargers covered under this permit are unacceptable.

### G5. REVOCATION OF COVERAGE UNDER THE PERMIT

Pursuant to Chapter 43.21B RCW and Chapter 173-226 WAC, the Director may terminate coverage for any discharger under this permit for cause. Cases where coverage may be terminated include, but are not limited to, the following:

- **A.** Violation of any term or condition of this permit.
- **B.** Obtaining coverage under this permit by misrepresentation or failure to disclose fully all relevant facts.
- **C.** A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.
- **D.** Failure or refusal of the Permittee to allow entry as required in RCW 90.48.090.
- **E.** A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations.
- **F.** Nonpayment of permit fees or penalties assessed pursuant to RCW 90.48.465 and Chapter 173-224 WAC.

**G.** Failure of the Permittee to satisfy the public notice requirements of WAC 173-226-130(5), when applicable.

The Director may require any discharger under this permit to apply for and obtain coverage under an individual permit or another more specific general permit. Permittees who have their coverage revoked for cause according to WAC 173-226-240 may request temporary coverage under this permit during the time an individual permit is being developed, provided the request is made within ninety (90) days from the time of revocation and is submitted along with a complete individual permit application form.

### G6. REPORTING A CAUSE FOR MODIFICATION

The Permittee must submit a new application, or a supplement to the previous application, whenever a material change to the construction activity or in the quantity or type of discharge is anticipated which is not specifically authorized by this permit. This application must be submitted at least sixty (60) days prior to any proposed changes. Filing a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not relieve the Permittee of the duty to comply with the existing permit until it is modified or reissued.

### G7. COMPLIANCE WITH OTHER LAWS AND STATUTES

Nothing in this permit will be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

### G8. DUTY TO REAPPLY

The Permittee must apply for permit renewal at least 180 days prior to the specified expiration date of this permit. The Permittee must reapply using the electronic application form (NOI) available on Ecology's website. Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology Water Quality Program - Construction Stormwater PO Box 47696 Olympia, WA 98504-7696

### G9. REMOVED SUBSTANCE

The Permittee must not re-suspend or reintroduce collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to the final effluent stream for discharge to state waters.

### G10. DUTY TO PROVIDE INFORMATION

The Permittee must submit to Ecology, within a reasonable time, all information that Ecology may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee must also submit to Ecology, upon request, copies of records required to be kept by this permit [40 CFR 122.41(h)].

## G11. OTHER REQUIREMENTS OF 40 CFR

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

#### G12. ADDITIONAL MONITORING

Ecology may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

#### G13. PENALTIES FOR VIOLATING PERMIT CONDITIONS

Any person who is found guilty of willfully violating the terms and conditions of this permit shall be deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars (\$10,000) and costs of prosecution, or by imprisonment at the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit shall incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten thousand dollars (\$10,000) for every such violation. Each and every such violation shall be a separate and distinct offense, and in case of a continuing violation, every day's continuance shall be deemed to be a separate and distinct violation.

#### G14. UPSET

Definition – "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that: 1) an upset occurred and that the Permittee can identify the cause(s) of the upset; 2) the permitted facility was being properly operated at the time of the upset; 3) the Permittee submitted notice of the upset as required in Special Condition S5.F, and; 4) the Permittee complied with any remedial measures required under this permit.

In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

## **G15. PROPERTY RIGHTS**

This permit does not convey any property rights of any sort, or any exclusive privilege.

### G16. DUTY TO COMPLY

The Permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

#### G17. TOXIC POLLUTANTS

The Permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

#### G18. PENALTIES FOR TAMPERING

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this condition, punishment shall be a fine of not more than \$20,000 per day of violation, or imprisonment of not more than four (4) years, or both.

#### G19. REPORTING PLANNED CHANGES

The Permittee must, as soon as possible, give notice to Ecology of planned physical alterations, modifications or additions to the permitted construction activity. The Permittee should be aware that, depending on the nature and size of the changes to the original permit, a new public notice and other permit process requirements may be required. Changes in activities that require reporting to Ecology include those that will result in:

- A. The permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b).
- **B.** A significant change in the nature or an increase in quantity of pollutants discharged, including but not limited to: a 20% or greater increase in acreage disturbed by construction activity.
- **C.** A change in or addition of surface water(s) receiving stormwater or non-stormwater from the construction activity.
- **D.** A change in the construction plans and/or activity that affects the Permittee's monitoring requirements in Special Condition S4.

Following such notice, permit coverage may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation.

#### G20. REPORTING OTHER INFORMATION

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to Ecology, it must promptly submit such facts or information.

#### G21. REPORTING ANTICIPATED NON-COMPLIANCE

The Permittee must give advance notice to Ecology by submission of a new application or supplement thereto at least forty-five (45) days prior to commencement of such discharges, of any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility or activity which may result in noncompliance with permit limits or conditions. Any maintenance of facilities, which might necessitate unavoidable interruption of

operation and degradation of effluent quality, must be scheduled during non-critical water quality periods and carried out in a manner approved by Ecology.

## G22. REQUESTS TO BE EXCLUDED FROM COVERAGE UNDER THE PERMIT

Any discharger authorized by this permit may request to be excluded from coverage under the general permit by applying for an individual permit. The discharger must submit to the Director an application as described in WAC 173-220-040 or WAC 173-216-070, whichever is applicable, with reasons supporting the request. These reasons will fully document how an individual permit will apply to the applicant in a way that the general permit cannot. Ecology may make specific requests for information to support the request. The Director will either issue an individual permit or deny the request with a statement explaining the reason for the denial. When an individual permit is issued to a discharger otherwise subject to the construction stormwater general permit, the applicability of the construction stormwater general permit to that Permittee is automatically terminated on the effective date of the individual permit.

## G23. APPEALS

- **A.** The terms and conditions of this general permit, as they apply to the appropriate class of dischargers, are subject to appeal by any person within 30 days of issuance of this general permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- **B.** The terms and conditions of this general permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within 30 days of the effective date of coverage of that discharger. Consideration of an appeal of general permit coverage of an individual discharger is limited to the general permit's applicability or nonapplicability to that individual discharger.
- **C.** The appeal of general permit coverage of an individual discharger does not affect any other dischargers covered under this general permit. If the terms and conditions of this general permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.

## **G24. SEVERABILITY**

The provisions of this permit are severable, and if any provision of this permit, or application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

### G25. BYPASS PROHIBITED

#### A. Bypass Procedures

Bypass, which is the intentional diversion of waste streams from any portion of a treatment facility, is prohibited for stormwater events below the design criteria for stormwater management. Ecology may take enforcement action against a Permittee for bypass unless one of the following circumstances (1, 2, 3 or 4) is applicable.

- 1. Bypass of stormwater is consistent with the design criteria and part of an approved management practice in the applicable stormwater management manual.
- 2. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

Bypass is authorized if it is for essential maintenance and does not have the potential to cause violations of limitations or other conditions of this permit, or adversely impact public health.

3. Bypass of stormwater is unavoidable, unanticipated, and results in noncompliance of this permit.

This bypass is permitted only if:

- a. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, maintenance during normal periods of equipment downtime (but not if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance), or transport of untreated wastes to another treatment facility.
- c. Ecology is properly notified of the bypass as required in Special Condition S5.F of this permit.
- 4. A planned action that would cause bypass of stormwater and has the potential to result in noncompliance of this permit during a storm event.

The Permittee must notify Ecology at least thirty (30) days before the planned date of bypass. The notice must contain:

- a. A description of the bypass and its cause
- b. An analysis of all known alternatives which would eliminate, reduce, or mitigate the need for bypassing.
- c. A cost-effectiveness analysis of alternatives including comparative resource damage assessment.
- d. The minimum and maximum duration of bypass under each alternative.
- e. A recommendation as to the preferred alternative for conducting the bypass.
- f. The projected date of bypass initiation.
- g. A statement of compliance with SEPA.
- h. A request for modification of water quality standards as provided for in WAC 173-201A-110, if an exceedance of any water quality standard is anticipated.
- i. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
- 5. For probable construction bypasses, the need to bypass is to be identified as early in the planning process as possible. The analysis required above must be considered during

preparation of the Stormwater Pollution Prevention Plan (SWPPP) and must be included to the extent practical. In cases where the probable need to bypass is determined early, continued analysis is necessary up to and including the construction period in an effort to minimize or eliminate the bypass.

Ecology will consider the following before issuing an administrative order for this type bypass:

- a. If the bypass is necessary to perform construction or maintenance-related activities essential to meet the requirements of this permit.
- b. If there are feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment down time, or transport of untreated wastes to another treatment facility.
- c. If the bypass is planned and scheduled to minimize adverse effects on the public and the environment.

After consideration of the above and the adverse effects of the proposed bypass and any other relevant factors, Ecology will approve, conditionally approve, or deny the request. The public must be notified and given an opportunity to comment on bypass incidents of significant duration, to the extent feasible. Approval of a request to bypass will be by administrative order issued by Ecology under RCW 90.48.120.

#### B. Duty to Mitigate

The Permittee is required to take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

## **APPENDIX A - DEFINITIONS**

**AKART** is an acronym for "All Known, Available, and Reasonable methods of prevention, control, and Treatment." AKART represents the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants and controlling pollution associated with a discharge.

**Applicable TMDL** means a TMDL for turbidity, fine sediment, high pH, or phosphorus, which was completed and approved by EPA before January 1, 2021, or before the date the operator's complete permit application is received by Ecology, whichever is later. TMDLs completed after a complete permit application is received by Ecology become applicable to the Permittee only if they are imposed through an administrative order by Ecology, or through a modification of permit coverage.

**Applicant** means an *operator* seeking coverage under this permit.

**Benchmark** means a pollutant concentration used as a permit threshold, below which a pollutant is considered unlikely to cause a water quality violation, and above which it may. When pollutant concentrations exceed benchmarks, corrective action requirements take effect. Benchmark values are not water quality standards and are not numeric effluent limitations; they are indicator values.

**Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures, and other physical, structural and/or managerial practices to prevent or reduce the pollution of waters of the State. BMPs include treatment systems, operating procedures, and practices to control stormwater associated with construction activity, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

**Buffer** means an area designated by a local jurisdiction that is contiguous to and intended to protect a sensitive area.

Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

**Calendar Day** A period of 24 consecutive hours starting at 12:00 midnight and ending the following 12:00 midnight.

Calendar Week (same as Week) means a period of seven consecutive days starting at 12:01 a.m. (0:01 hours) on Sunday.

**Certified Erosion and Sediment Control Lead (CESCL)** means a person who has current certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology (See BMP C160 in the SWMM).

**Chemical Treatment** means the addition of chemicals to stormwater and/or authorized non-stormwater prior to filtration and discharge to surface waters.

**Clean Water Act (CWA)** means the Federal Water Pollution Control Act enacted by Public Law 92-500, as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; USC 1251 et seq.

**Combined Sewer** means a sewer which has been designed to serve as a sanitary sewer and a storm sewer, and into which inflow is allowed by local ordinance.

Common Plan of Development or Sale means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules and/or by different contractors, but still under a single plan. Examples include: 1) phased projects and projects with multiple filings or lots, even if the separate phases or filings/lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders); 2) a development plan that may be phased over multiple years, but is still under a consistent plan for long-term development; 3) projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility; and 4) linear projects such as roads, pipelines, or utilities. If the project is part of a common plan of development or sale, the disturbed area of the entire plan must be used in determining permit requirements.

Composite Sample means a mixture of grab samples collected at the same sampling point at different times, formed either by continuous sampling or by mixing discrete samples. May be "time-composite" (collected at constant time intervals) or "flow-proportional" (collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

Concrete Wastewater means any water used in the production, pouring and/or clean-up of concrete or concrete products, and any water used to cut, grind, wash, or otherwise modify concrete or concrete products. Examples include water used for or resulting from concrete truck/mixer/pumper/tool/chute rinsing or washing, concrete saw cutting and surfacing (sawing, coring, grinding, roughening, hydrodemolition, bridge and road surfacing). When stormwater comingles with concrete wastewater, the resulting water is considered concrete wastewater and must be managed to prevent discharge to waters of the State, including groundwater.

**Construction Activity** means land disturbing operations including clearing, grading or excavation which disturbs the surface of the land (including off-site disturbance acreage related to construction-support activity). Such activities may include road construction, construction of residential houses, office buildings, or industrial buildings, site preparation, soil compaction, movement and stockpiling of topsoils, and demolition activity.

**Construction Support Activity** means off-site acreage that will be disturbed as a direct result of the construction project and will discharge stormwater. For example, off-site equipment staging yards, material storage areas, borrow areas, and parking areas.

**Contaminant** means any hazardous substance that does not occur naturally or occurs at greater than natural background levels. See definition of "hazardous substance" and WAC 173-340-200.

**Contaminated soil** means soil which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

**Contaminated groundwater** means groundwater which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

**Demonstrably Equivalent** means that the technical basis for the selection of all stormwater BMPs is documented within a SWPPP, including:

- 1. The method and reasons for choosing the stormwater BMPs selected.
- 2. The pollutant removal performance expected from the BMPs selected.

- 3. The technical basis supporting the performance claims for the BMPs selected, including any available data concerning field performance of the BMPs selected.
- 4. An assessment of how the selected BMPs will comply with state water quality standards.
- 5. An assessment of how the selected BMPs will satisfy both applicable federal technology-based treatment requirements and state requirements to use all known, available, and reasonable methods of prevention, control, and treatment (AKART).

**Department** means the Washington State Department of Ecology.

**Detention** means the temporary storage of stormwater to improve quality and/or to reduce the mass flow rate of discharge.

Dewatering means the act of pumping groundwater or stormwater away from an active construction site.

**Director** means the Director of the Washington State Department of Ecology or his/her authorized representative.

**Discharger** means an owner or operator of any facility or activity subject to regulation under Chapter 90.48 RCW or the Federal Clean Water Act.

**Domestic Wastewater** means water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments, or other places, together with such groundwater infiltration or surface waters as may be present.

**Ecology** means the Washington State Department of Ecology.

**Engineered Soils** means the use of soil amendments including, but not limited, to Portland cement treated base (CTB), cement kiln dust (CKD), or fly ash to achieve certain desirable soil characteristics.

**Equivalent BMPs** means operational, source control, treatment, or innovative BMPs which result in equal or better quality of stormwater discharge to surface water or to groundwater than BMPs selected from the SWMM.

**Erosion** means the wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep.

**Erosion and Sediment Control BMPs** means BMPs intended to prevent erosion and sedimentation, such as preserving natural vegetation, seeding, mulching and matting, plastic covering, filter fences, sediment traps, and ponds. Erosion and sediment control BMPs are synonymous with stabilization and structural BMPs.

**Federal Operator** is an entity that meets the definition of "Operator" in this permit and is either any department, agency or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States, or another entity, such as a private contractor, performing construction activity for any such department, agency, or instrumentality.

**Final Stabilization** (same as **fully stabilized** or **full stabilization**) means the completion of all soil disturbing activities at the site and the establishment of permanent vegetative cover, or equivalent permanent stabilization measures (such as pavement, riprap, gabions, or geotextiles) which will prevent erosion. See the applicable Stormwater Management Manual for more information on vegetative cover expectations and equivalent permanent stabilization measures.

**Groundwater** means water in a saturated zone or stratum beneath the land surface or a surface waterbody.

Hazardous Substance means any dangerous or extremely hazardous waste as defined in RCW 70.105.010 (5) and (6), or any dangerous or extremely dangerous waste as designated by rule under chapter 70.105 RCW; any hazardous sub-stance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule under chapter 70.105 RCW; any substance that, on the effective date of this section, is a hazardous substance under section 101(14) of the federal cleanup law, 42U.S.C., Sec. 9601(14); petroleum or petroleum products; and any substance or category of substances, including solid waste decomposition products, determined by the director by rule to present a threat to human health or the environment if released into the environment. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

Injection Well means a well that is used for the subsurface emplacement of fluids. (See Well.)

Jurisdiction means a political unit such as a city, town or county; incorporated for local self-government.

**National Pollutant Discharge Elimination System (NPDES)** means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

**Notice of Intent (NOI)** means the application for, or a request for coverage under this general permit pursuant to WAC 173-226-200.

**Notice of Termination (NOT)** means a request for termination of coverage under this general permit as specified by Special Condition S10 of this permit.

**Operator** means any party associated with a construction project that meets either of the following two criteria:

- The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

Permittee means individual or entity that receives notice of coverage under this general permit.

**pH** means a liquid's measure of acidity or alkalinity. A pH of 7 is defined as neutral. Large variations above or below this value are considered harmful to most aquatic life.

**pH Monitoring Period** means the time period in which the pH of stormwater runoff from a site must be tested a minimum of once every seven days to determine if stormwater pH is between 6.5 and 8.5.

**Point Source** means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the State. This term does not include return flows from irrigated agriculture. (See the Fact Sheet for further explanation)

**Pollutant** means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

**Pollution** means contamination or other alteration of the physical, chemical, or biological properties of waters of the State; including change in temperature, taste, color, turbidity, or odor of the waters; or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the State as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare; or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses; or to livestock, wild animals, birds, fish or other aquatic life.

**Process Wastewater** means any non-stormwater which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. If stormwater commingles with process wastewater, the commingled water is considered process wastewater.

**Receiving Water** means the waterbody at the point of discharge. If the discharge is to a storm sewer system, either surface or subsurface, the receiving water is the waterbody to which the storm system discharges. Systems designed primarily for other purposes such as for groundwater drainage, redirecting stream natural flows, or for conveyance of irrigation water/return flows that coincidentally convey stormwater are considered the receiving water.

**Representative** means a stormwater or wastewater sample which represents the flow and characteristics of the discharge. Representative samples may be a grab sample, a time-proportionate *composite sample*, or a flow proportionate sample. Ecology's Construction Stormwater Monitoring Manual provides guidance on representative sampling.

Responsible Corporate Officer for the purpose of signatory authority means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures (40 CFR 122.22).

Sanitary Sewer means a sewer which is designed to convey domestic wastewater.

**Sediment** means the fragmented material that originates from the weathering and erosion of rocks or unconsolidated deposits, and is transported by, suspended in, or deposited by water.

**Sedimentation** means the depositing or formation of sediment.

Sensitive Area means a waterbody, wetland, stream, aquifer recharge area, or channel migration zone.

**SEPA** (State Environmental Policy Act) means the Washington State Law, RCW 43.21C.020, intended to prevent or eliminate damage to the environment.

**Significant Amount** means an amount of a pollutant in a discharge that is amenable to available and reasonable methods of prevention or treatment; or an amount of a pollutant that has a reasonable potential to cause a violation of surface or groundwater quality or sediment management standards.

**Significant Concrete Work** means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project.

**Significant Contributor of Pollutants** means a facility determined by Ecology to be a contributor of a significant amount(s) of a pollutant(s) to waters of the State of Washington.

Site means the land or water area where any "facility or activity" is physically located or conducted.

**Source Control BMPs** means physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. A few examples of source control BMPs are erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead end sump.

**Stabilization** means the application of appropriate BMPs to prevent the erosion of soils, such as, temporary and permanent seeding, vegetative covers, mulching and matting, plastic covering and sodding. See also the definition of Erosion and Sediment Control BMPs.

**Storm Drain** means any drain which drains directly into a *storm sewer system*, usually found along roadways or in parking lots.

**Storm Sewer System** means a means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains designed or used for collecting or conveying stormwater. This does not include systems which are part of *a combined sewer* or Publicly Owned Treatment Works (POTW), as defined at 40 CFR 122.2.

**Stormwater** means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

**Stormwater Management Manual (SWMM)** or **Manual** means the technical Manual published by Ecology for use by local governments that contain descriptions of and design criteria for BMPs to prevent, control, or treat pollutants in stormwater.

**Stormwater Pollution Prevention Plan (SWPPP)** means a documented plan to implement measures to identify, prevent, and control the contamination of point source discharges of stormwater.

**Surface Waters of the State** includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

**Temporary Stabilization** means the exposed ground surface has been covered with appropriate materials to provide temporary stabilization of the surface from water or wind erosion. Materials include, but are not limited to, mulch, riprap, erosion control mats or blankets and temporary cover crops. Seeding alone is not considered stabilization. Temporary stabilization is not a substitute for the more permanent "final stabilization."

**Total Maximum Daily Load (TMDL)** means a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet state water quality standards. Percentages of the total maximum daily load are allocated to the various pollutant sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The TMDL calculations must include a "margin of safety" to ensure that the waterbody can be protected in case there are unforeseen events or unknown sources of the pollutant. The calculation must also account for seasonable variation in water quality.

**Transfer of Coverage (TOC)** means a request for transfer of coverage under this general permit as specified by Special Condition S2.A of this permit.

**Treatment BMPs** means BMPs that are intended to remove pollutants from stormwater. A few examples of treatment BMPs are detention ponds, oil/water separators, biofiltration, and constructed wetlands.

**Transparency** means a measurement of water clarity in centimeters (cm), using a 60 cm transparency tube. The transparency tube is used to estimate the relative clarity or transparency of water by noting the depth at which a black and white Secchi disc becomes visible when water is released from a value in the bottom of the tube. A transparency tube is sometimes referred to as a "turbidity tube."

**Turbidity** means the clarity of water expressed as nephelometric turbidity units (NTUs) and measured with a calibrated turbidimeter.

Uncontaminated means free from any contaminant. See definition of "contaminant" and WAC 173-340-200.

**Upset** means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

**Waste Load Allocation (WLA)** means the portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution. WLAs constitute a type of water quality based effluent limitation (40 CFR 130.2[h]).

**Water-Only Based Shaft Drilling** is a shaft drilling process that uses water only and no additives are involved in the drilling of shafts for construction of building, road, or bridge foundations.

**Water Quality** means the chemical, physical, and biological characteristics of water, usually with respect to its suitability for a particular purpose.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in Chapter 90.48 RCW, which include lakes, rivers, ponds, streams, inland waters, underground waters, salt

waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

**Well** means a bored, drilled or driven shaft, or dug hole whose depth is greater than the largest surface dimension. (See **Injection Well**.)

Wheel Wash Wastewater means any water used in, or resulting from the operation of, a tire bath or wheel wash (BMP C106: Wheel Wash), or other structure or practice that uses water to physically remove mud and debris from vehicles leaving a construction site and prevent track-out onto roads. When stormwater comingles with wheel wash wastewater, the resulting water is considered wheel wash wastewater and must be managed according to Special Condition S9.D.9.

## **APPENDIX B - ACRONYMS**

**AKART** All Known, Available, and Reasonable Methods of Prevention,

Control, and Treatment

**BMP** Best Management Practice

**CESCL** Certified Erosion and Sediment Control Lead

**CFR** Code of Federal Regulations

CKD Cement Kiln Dustcm Centimeters

**CPD** Common Plan of Development

CTB Cement-Treated Base CWA Clean Water Act

**DMR** Discharge Monitoring Report

EPA Environmental Protection Agency
ERTS Environmental Report Tracking System

**ESC** Erosion and Sediment Control

FR Federal Register

LID Low Impact Development

NOI Notice of Intent
NOT Notice of Termination

NPDES National Pollutant Discharge Elimination System

NTU Nephelometric Turbidity Unit

**RCW** Revised Code of Washington

SEPA State Environmental Policy Act
SWMM Stormwater Management Manual
SWPPP Stormwater Pollution Prevention Plan

TMDL Total Maximum Daily Load

**UIC** Underground Injection Control

**USC** United States Code

**USEPA** United States Environmental Protection Agency

WAC Washington Administrative Code

**WQ** Water Quality

**WWHM** Western Washington Hydrology Model

## **Construction Stormwater General Permit (CSWGP)**

# Stormwater Pollution Prevention Plan (SWPPP)

for [Insert Project Name]

Prepared for:

## Department of Ecology [Insert Ecology Regional Office Name]

Permittee / Owner	Developer	Operator / Contractor
[Insert Name]	[Insert Name]	[Insert Name]

## [Insert Project Site Location]

## Update as necessary.

## **Certified Erosion and Sediment Control Lead (CESCL)**

Name	Organization	Contact Phone Number	
[Insert Name]	[Insert Name]	[Insert Name]	

## **SWPPP Prepared By**

Name	Organization	Contact Phone Number
[Insert Name]	[Insert Name]	[Insert Name]

## **SWPPP Preparation Date**

Month / Day / Year

## **Project Construction Dates**

Activity / Phase	Start Date	End Date	
[Insert Text]	MM / DD / YYYY	MM / DD / YYYY	

#### GENERAL INSTRUCTIONS AND CAVEATS

This template presents the recommended structure and content for preparation of a Construction Stormwater General Permit (CSWGP) Stormwater Pollution Prevention Plan (SWPPP).

The Department of Ecology's (Ecology) CSWGP requirements inform the structure and content of this SWPPP template; however, you must customize this template to reflect the conditions of your site.

A Construction Stormwater Site Inspection Form can be found on Ecology's website. https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-generalpermits/Construction-stormwater-permit

#### **Using the SWPPP Template**

Each section will include instructions and space for information specific to your project. Please read the instructions for each section and provide the necessary information when prompted. This Word template can be modified electronically. You may add/delete text, copy and paste, edit tables, etc. Some sections may be completed with brief answers while others may require several pages of explanation.

#### **INSTRUCTIONS**

Instructions are identified by gray shading, and should be deleted upon SWPPP completion. Delete this entire section upon SWPPP completion.

Follow this link to a copy of the Construction Stormwater General Permit:

https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-
permits/Construction-stormwater-permit
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## **List of Acronyms and Abbreviations**

Acronym / Abbreviation Explanation

303(d) Section of the Clean Water Act pertaining to Impaired Waterbodies

BFO Bellingham Field Office of the Department of Ecology

**BMP(s)** Best Management Practice(s)

CESCL Certified Erosion and Sediment Control Lead

CO<sub>2</sub> Carbon Dioxide

CRO Central Regional Office of the Department of Ecology

**CSWGP** Construction Stormwater General Permit

**CWA** Clean Water Act

**DMR** Discharge Monitoring Report

**DO** Dissolved Oxygen

**Ecology** Washington State Department of Ecology

EPA United States Environmental Protection Agency

ERO Eastern Regional Office of the Department of Ecology

ERTS Environmental Report Tracking System

ESC Erosion and Sediment Control

GULD General Use Level Designation

NPDES National Pollutant Discharge Elimination System

NTU Nephelometric Turbidity Units

NWRO Northwest Regional Office of the Department of Ecology

**pH** Power of Hydrogen

**RCW** Revised Code of Washington

SPCC Spill Prevention, Control, and Countermeasure

su Standard Units

**SWMMEW** Stormwater Management Manual for Eastern Washington **SWMMWW** Stormwater Management Manual for Western Washington

SWPPP Stormwater Pollution Prevention Plan

TESC Temporary Erosion and Sediment Control

SWRO Southwest Regional Office of the Department of Ecology

TMDL Total Maximum Daily Load

**VFO** Vancouver Field Office of the Department of Ecology

WAC Washington Administrative Code

WSDOT Washington Department of Transportation

WWHM Western Washington Hydrology Model

## **Project Information (1.0)**

Project/Site Name: Street/Location:

City: State: Zip code:

Subdivision:

Receiving waterbody:

## **Existing Conditions (1.1)**

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage: [Insert text here]

Disturbed acreage: [Insert text here]

Existing structures: [Insert text here]

Landscape topography: [Insert text here]

Drainage patterns: [Insert text here]

Existing Vegetation: [Insert text here]

Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):

[Insert text here]

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: [Insert text here]

Table 1 includes a list of suspected and/or known contaminants associated with the construction activity.

List all known or suspected contaminants associated with this site in Table 1. Include contaminants previously remediated.

**Table 1 – Summary of Site Pollutant Constituents** 

Constituent			
(Pollutant)	Location	Depth	Concentration
[Insert Text]	[Insert Text]	[Insert Text]	[Insert Text]

## **Proposed Construction Activities (1.2)**

Description of site development (example: subdivision): [Insert Text]

Description of construction activities (example: site preparation, demolition, excavation): [Insert Text]

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:
[Insert Text]

Description of final stabilization (example: extent of revegetation, paving, landscaping): [Insert Text]

#### Contaminated Site Information:

Proposed activities regarding contaminated soils or groundwater (example: on-site treatment system, authorized sanitary sewer discharge):
[Insert Text]

## **Construction Stormwater Best Management Practices (BMPs) (2.0)**

Describe the BMPs identified to control pollutants in stormwater discharges. Depending on the site, multiple BMPs for each element may be necessary. For each element identified:

- Clearly describe the control measure(s).
- Describe the implementation sequence.
- Describe the inspection and maintenance procedures for that specific BMP.
- Identify the responsible party for maintaining BMPs (if your SWPPP is shared by multiple operators, indicate the operator responsible for each BMP).

Categorize each BMP under one of the following elements as listed below:

- 1. Preserve Vegetation / Mark Clearing Limits
- 2. Establish Construction Access
- 3. Control Flow Rates
- 4. Install Sediment Controls
- 5. Stabilize Soils
- 6. Protect Slopes
- 7. Protect Drain Inlets
- 8. Stabilize Channels and Outfalls
- 9. Control Pollutants
- 10. Control Dewatering
- 11. Maintain BMPs
- 12. Manage the Project
- 13. Protect Low Impact Development
- BMPs must be consistent with the most current approved edition of the Stormwater
  Management Manual for Western Washington (SWMMWW) at sites west of the crest of
  the Cascade Mountains; the Stormwater Management Manual for Eastern Washington
  (SWMMEW) for sites east of the crest of the Cascade Mountains at the time the general
  permit was issued; or other Ecology-approved manual.
- Note the location of each BMP on your Site Map in Appendix A.
- Include the corresponding Ecology source control BMPs and runoff conveyance and treatment BMPs in Appendix B.
  - SWMMWW Volume II Chapter 4 Sections 4.1 and 4.2 https://fortress.wa.gov/ecy/publications/SummaryPages/1410055.html
     or
  - SWMMEW Chapter 7 Section 7.3.1 and 7.3.2 –
     <a href="https://fortress.wa.gov/ecy/publications/summarypages/0410076.html">https://fortress.wa.gov/ecy/publications/summarypages/0410076.html</a>
  - If it can be justified that a particular element does not apply to the project site, include a written justification in lieu of the BMP description in the text for the appropriate element.

The SWPPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e. hand-written notes and deletions). Update the SWPPP when the CESCL has noted a deficiency in BMPs or deviation from original design.

## The 12 Elements (2.1)

## **Element 1: Preserve Vegetation / Mark Clearing Limits (2.1.1)**

Describe the methods (signs, fences, etc,) you will use to protect those areas that should not be disturbed.

Describe natural features identified and how each will be protected during construction. Trees that are to be preserved, as well as all sensitive areas and their buffers, shall be clearly delineated, both in the field and on the plans.

Describe how natural vegetation and native topsoil will be preserved.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 2: Establish Construction Access (2.1.2)**

Describe how you will minimize dust generation and vehicles tracking sediment off-site.

Limit vehicle access to one route, if possible.

Recycled concrete used to establish construction ingress or egress may be a stormwater pollutant source that requires treatment prior to discharge.

Street sweeping, street cleaning, or wheel wash/tire baths may be necessary if the stabilized construction access is not effective. All wheel wash wastewater shall be controlled on-site and CANNOT be discharged into waters of the State.

Install site ingress/egress stabilization BMPs according to BMP C105.

Describe how you will clean the affected roadway(s) from sediment which is tracked off-site.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 3: Control Flow Rates (2.1.3)**

Describe how you will protect properties and waterways downstream of the project from increased speed and volume of stormwater discharges due to construction activity.

Construction of stormwater retention and/or detention facilities must be done as one of the first steps in grading.

Assure that detention facilities are functioning properly before constructing site improvements (i.e. impervious surfaces).

If applicable, describe how you will protect areas designed for infiltration from siltation during the construction phase.

Will you construct stormwater retention and/or detention facilities?

Yes No

Will you use permanent infiltration ponds or other low impact development (example: rain gardens, bio-retention, porous pavement) to control flow during construction?

Yes No

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 4: Install Sediment Controls (2.1.4)**

Describe how you will minimize sediment discharges from the site. Construct sediment control BMPs as one of the first steps of grading. These BMPs must be functional before other land disturbing activities – especially grading and filling – take place.

Describe the BMPs identified to filter sediment prior to it being discharged to an infiltration system or leaving the construction site.

Describe how you will direct stormwater for maximum infiltration where feasible.

Describe how you will not interfere with the movement of juvenile Salmonids attempting to enter off-channel areas or drainages.

Describe how you will respond if sediment controls are ineffective and turbid water is observed discharging from the site.

Consider the amount, frequency, intensity and duration of precipitation, soil characteristics, and site characteristics when selecting sediment control BMPs.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## Element 5: Stabilize Soils (2.1.5)

Describe how you will stabilize exposed and unworked soils throughout the life of the project (i.e. temporary and permanent seeding, mulching, erosion control fabrics, etc.).

Describe how you will stabilize soil stockpiles.

Describe how you will minimize the amount of soil exposed throughout the life of the project.

Describe how you will minimize the disturbance of steep slopes.

Describe how you will minimize soil compaction.

Describe how you will stabilize contaminated soil and contaminated soil stockpiles if applicable.

Exposed and unworked soils will be stabilized according to the time period set forth for dry and wet seasons, on the west or east sides of the crest of the Cascade Mountains.

Select your region's table and delete the others.

## **West of the Cascade Mountains Crest**

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	May 1 – September 30	7 days
During the Wet Season	October 1 – April 30	2 days

### East of the Cascade Mountains Crest, except the Central Basin\*

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	July 1 – September 30	10 days
During the Wet Season	October 1 – June 30	5 days

#### The Central Basin\*, East of the Cascade Mountain Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	July 1 – September 30	30 days
During the Wet Season	October 1 – June 30	15 days

<sup>\*</sup>Note: The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

Soils must be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.

Anticipated project dates: Start date: End date:

Will you construct during the wet season?

Yes No

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 6: Protect Slopes (2.1.6)**

#### West of the Cascade Mountains Crest

Describe how slopes will be designed, constructed, and protected to minimize erosion.

Temporary pipe slope drains must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used.

The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits.

For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates.

If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped area".

Describe how you will reduce scouring within constructed channels that are cut down a slope.

#### **East of the Cascade Mountain Crest**

Describe how slopes will be designed, constructed, and protected to minimize erosion.

Temporary pipe slope drains must handle the expected peak flow velocity from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.

Describe how you will reduce scouring within constructed channels that are cut down a slope.

Will steep slopes be present at the site during construction?

Yes No

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 7: Protect Drain Inlets (2.1.7)**

Describe how you will protect all operable storm drain inlets so that stormwater runoff does not enter the stormwater conveyance system.

Describe how you will remove sediment that enters the stormwater conveyance system (i.e. filtration, treatment, etc.).

Keep in mind inlet protection may function well for coarse sediment but is less effective in filtering finer particles and dissolved constituents. Inlet protection is the last component of a treatment train and protection of drain inlets include additional sediment and erosion control measures. Inlet protection devices will be cleaned (or removed and replaced), when sediment has filled the device by one third (1/3) or as specified by the manufacturer.

Inlets will be inspected weekly at a minimum and daily during storm events.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 8: Stabilize Channels and Outlets (2.1.8)**

Describe how you will prevent downstream erosion where site runoff is to be conveyed in channels, discharged to a stream or, discharged to a natural drainage point.

#### **West of the Cascade Mountains Crest**

On-site conveyance channels must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used.

The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits.

For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates.

If using the WWHM to predict flows, bare soil areas should be modeled as "landscaped area".

## **East of the Cascade Mountain Crest**

On-site conveyance channels must handle the expected peak flow velocity from a 6-month, 3-hour storm from the developed condition, referred to as the short duration storm.

Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches, will be installed at the outlets of all conveyance systems.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## **Element 9: Control Pollutants (2.1.9)**

The following pollutants are anticipated to be present on-site:

#### Table 2 - Pollutants

Pollutant (and source, if applicable)	
[List pollutants here]	
	•

Describe how you will handle and dispose of all pollutants, including waste materials and demolition debris, in a manner that does not cause contamination of stormwater.

Describe how you will cover, contain, and protect from vandalism all chemicals, liquid products, petroleum products, and other polluting materials.

Describe how you will manage known contaminants to prevent their discharge with stormwater to waters of the State (i.e. treatment system, off-site disposal).

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site? Yes No

If yes, describe spill prevention and control measures in place while conducting maintenance, fueling, and repair of heavy equipment and vehicles.

If yes, also provide the total volume of fuel on-site and capacity of the secondary containment for each fuel tank. Secondary containment structures shall be impervious.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Will wheel wash or tire bath system BMPs be used during construction?

Yes No

If yes, provide disposal methods for wastewater generated by BMPs.

If discharging to the sanitary sewer, include the approval letter from your local sewer district under Correspondence in Appendix C.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Will pH-modifying sources be present on-site?

Yes No If yes, check the source(s).

#### Table 3 - pH-Modifying Sources

Iabi	able 5 – pri-mounting oburdes	
	None	
	Bulk cement	
	Cement kiln dust	
	Fly ash	
	Other cementitious materials	
	New concrete washing or curing waters	
	Waste streams generated from concrete grinding and sawing	
	Exposed aggregate processes	
	Dewatering concrete vaults	
	Concrete pumping and mixer washout waters	
	Recycled concrete	
	Other (i.e. calcium lignosulfate) [please describe]	

## Describe BMPs you will use to prevent pH-modifying sources from contaminating stormwater.

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

Responsible Staff: [Insert text here]

Adjust pH of stormwater if outside the range of 6.5 to 8.5 su.

Obtain written approval from Ecology before using chemical treatment with the exception of CO<sub>2</sub> or dry ice to modify pH.

Concrete trucks must not be washed out onto the ground, or into storm drains, open ditches, streets, or streams. Excess concrete must not be dumped on-site, except in designated concrete washout areas with appropriate BMPs installed.

## **Element 10: Control Dewatering (2.1.10)**

Describe where dewatering will occur, including source of the water to be removed. State clearly if dewatering water is contaminated or has the potential to be contaminated.

Water from foundations, vaults, and trenches with characteristics similar to stormwater runoff shall be discharged into a controlled conveyance system before discharging to a sediment trap or sediment pond. Clean dewatering water will not be routed through stormwater sediment ponds.

Only clean, non-turbid dewatering water (such as well-point groundwater) may be discharged to systems tributary to, or directly into, surface waters of the State, provided the dewatering flow does not cause erosion or flooding of receiving waters.

Describe how you will manage dewatering water to prevent the discharge of contaminants to waters of the State, including dewatering water that has comingled with stormwater (i.e. treatment system, off-site disposal).

[Insert text here]

Check treatment of disposal option for dewatering water, if applicable:

## **Table 4 – Dewatering BMPs**

Infiltration
Transport off-site in a vehicle (vacuum truck for legal disposal)
Ecology-approved on-site chemical treatment or other suitable treatment technologies
Sanitary or combined sewer discharge with local sewer district approval (last resort)
Use of sedimentation bag with discharge to ditch or swale (small volumes of localized dewatering)

List and describe BMPs: [Insert text here]

Installation Schedules: [Insert text here]

Inspection and Maintenance plan: [Insert text here]

## Element 11: Maintain BMPs (2.1.11)

This section is a list of permit requirements and does not have to be filled out.

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW or Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

## **Element 12: Manage the Project (2.1.12)**

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
  - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
  - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the <u>Site Map</u>. Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
  - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

## Check all the management BMPs that apply at your site:

## **Table 5 – Management**

Design the project to fit the existing topography, soils, and drainage patterns		
Emphasize erosion control rather than sediment control		
Minimize the extent and duration of the area exposed		
Keep runoff velocities low		
Retain sediment on-site		
Thoroughly monitor site and maintain all ESC measures		
Schedule major earthwork during the dry season		
Other (please describe)		

Optional: Fill out Table 6 by listing the BMP associated with specific construction activities. Identify the phase of the project (if applicable). To increase awareness of seasonal requirements, indicate if the activity falls within the wet or dry season.

**Table 6 – BMP Implementation Schedule** 

Phase of Construction Project	Stormwater BMPs	Date	Wet/Dry Season
[Insert construction activity]	[Insert BMP]	[MM/DD/YYYY]	[Insert Season]

Phase of Construction Project	Stormwater BMPs	Date	Wet/Dry Season
[Insert construction activity]	[Insert BMP]	[MM/DD/YYYY]	[Insert Season]

## Element 13: Protect Low Impact Development (LID) BMPs (2.1.13)

Describe LIDs.

Permittees must protect all Bioretention and Rain Garden facilities from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the Bioretention and/or Rain Garden facilities. Restore the facilities to their fully functioning condition if they accumulate sediment during construction. Restoring the facility must include removal of sediment and any sediment-laden Bioretention/Rain Garden soils, and replacing the removed soils with soils meeting the design specification.

Permittees must maintain the infiltration capabilities of Bioretention and Rain Garden facilities by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.

Permittees must control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements.

Permittees must clean permeable pavements fouled with sediments or no longer passing an initial infiltration test using local stormwater manual methodology or the manufacturer's procedures.

Permittees must keep all heavy equipment off existing soils under LID facilities that have been excavated to final grade to retain the infiltration rate of the soils.

Describe how you will protect LID facilities from sedimentation, protect soils from compaction, and maintain the infiltration capabilities.

Describe how you will clean permeable pavements fouled with sediments.

[Insert text here]

# Pollution Prevention Team (3.0)

**Table 7 – Team Information** 

Title	Name(s)	Phone Number
Certified Erosion and	[Insert Name]	[Insert Number]
Sediment Control Lead		
(CESCL)		
Resident Engineer		
Emergency Ecology		
Contact		
Emergency Permittee/		
Owner Contact		
Non-Emergency Owner		
Contact		

Monitoring Personnel			
Ecology Regional Office	[Insert Regional Office]	[Insert General	
		Number]	

# **Monitoring and Sampling Requirements (4.0)**

Monitoring includes visual inspection, sampling for water quality parameters of concern, and documentation of the inspection and sampling findings in a site log book. A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Stormwater sampling data

Create your own Site Inspection Form or use the Construction Stormwater Site Inspection Form found on Ecology's website. <a href="https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permits">https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit</a>

File a blank form under Appendix D.

The site log book must be maintained on-site within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

Numeric effluent limits may be required for certain discharges to 303(d) listed waterbodies. See CSWGP Special Condition S8 and Section 5 of this template.

Complete the following paragraph for sites that discharge to impaired waterbodies for fine sediment, turbidity, phosphorus, or pH:

The receiving waterbody, insert waterbody name, is impaired for: insert impairment. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 8.5 su for pH and/or 25 NTU for turbidity.

# Site Inspection (4.1)

Site inspections will be conducted at least once every calendar week and within 24 hours following any discharge from the site. For sites that are temporarily stabilized and inactive, the required frequency is reduced to once per calendar month.

The discharge point(s) are indicated on the <u>Site Map</u> (see Appendix A) and in accordance with the applicable requirements of the CSWGP.

# **Stormwater Quality Sampling (4.2)**

# **Turbidity Sampling (4.2.1)**

Requirements include calibrated turbidity meter or transparency tube to sample site discharges for compliance with the CSWGP. Sampling will be conducted at all discharge points at least once per calendar week.

Method for sampling turbidity:

#### Check the analysis method you will use:

#### Table 8 - Turbidity Sampling Method

Turbidity Meter/Turbidimeter (required for disturbances 5 acres or greater in s		Turbidity Meter/Turbidimeter (required for disturbances 5 acres or greater in size)
Ī		Transparency Tube (option for disturbances less than 1 acre and up to 5 acres in size)

The benchmark for turbidity value is 25 nephelometric turbidity units (NTU) and a transparency less than 33 centimeters.

If the discharge's turbidity is 26 to 249 NTU <u>or</u> the transparency is less than 33 cm but equal to or greater than 6 cm, the following steps will be conducted:

- 1. Review the SWPPP for compliance with Special Condition S9. Make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
- 2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- 3. Document BMP implementation and maintenance in the site log book.

If the turbidity exceeds 250 NTU <u>or</u> the transparency is 6 cm or less at any time, the following steps will be conducted:

- Telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) within 24 hours. https://www.ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue
  - <u>Central Region</u> (Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima): (509) 575-2490
  - <u>Eastern Region</u> (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
  - <u>Northwest Region</u> (King, Kitsap, Island, San Juan, Skagit, Snohomish, Whatcom): (425) 649-7000
  - Southwest Region (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum,): (360) 407-6300
- 2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period
- 3. Document BMP implementation and maintenance in the site log book.
- 4. Continue to sample discharges daily until one of the following is true:
  - Turbidity is 25 NTU (or lower).

- Transparency is 33 cm (or greater).
- Compliance with the water quality limit for turbidity is achieved.
  - o 1 5 NTU over background turbidity, if background is less than 50 NTU
  - o 1% 10% over background turbidity, if background is 50 NTU or greater
- The discharge stops or is eliminated.

# pH Sampling (4.2.2)

pH monitoring is required for "Significant concrete work" (i.e. greater than 1000 cubic yards poured concrete or recycled concrete over the life of the project). The use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD] or fly ash) also requires pH monitoring.

For significant concrete work, pH sampling will start the first day concrete is poured and continue until it is cured, typically three (3) weeks after the last pour.

For engineered soils and recycled concrete, pH sampling begins when engineered soils or recycled concrete are first exposed to precipitation and continues until the area is fully stabilized.

If the measured pH is 8.5 or greater, the following measures will be taken:

- 1. Prevent high pH water from entering storm sewer systems or surface water.
- 2. Adjust or neutralize the high pH water to the range of 6.5 to 8.5 su using appropriate technology such as carbon dioxide (CO<sub>2</sub>) sparging (liquid or dry ice).
- 3. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO<sub>2</sub> sparging or dry ice.

Method for sampling pH:

Check the analysis method you will use:

### Table 8 – pH Sampling Method

pH meter
pH test kit
Wide range pH indicator paper

# Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies (5.0)

## 303(d) Listed Waterbodies (5.1)

The 303(d) status is listed on the Water Quality Atlas: <a href="https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d">https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d</a>

Circle the applicable answer, if necessary:

Is the receiving	g water 303(d) (Category 5) listed for turbidity, fine sediment, phosphorus, or pH
Yes	No

List the impairment(s):

[Insert text here]

The receiving waterbody, insert waterbody name, is impaired for: insert impairment. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 8.5 su for pH and/or 25 NTU for turbidity.

If yes, discharges must comply with applicable effluent limitations in S8.C and S8.D of the CSWGP.

### Describe the method(s) for 303(d) compliance:

List and describe BMPs:

[Insert text here]

# TMDL Waterbodies (5.2)

Waste Load Allocation for CWSGP discharges:

[Insert text here]

Describe the method(s) for TMDL compliance:

List and describe BMPs:

[Insert text here]

Discharges to TMDL receiving waterbodies will meet in-stream water quality criteria at the point of discharge.

The Construction Stormwater General Permit Proposed New Discharge to an Impaired Water Body form is included in Appendix F.

# Reporting and Record Keeping (6.0)

# **Record Keeping (6.1)**

This section does not need to be filled out. It is a list of reminders for the permittee.

## Site Log Book (6.1.1)

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Sample logs

# **Records Retention (6.1.2)**

Records will be retained during the life of the project and for a minimum of three (3) years following the termination of permit coverage in accordance with Special Condition S5.C of the CSWGP.

Permit documentation to be retained on-site:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

# **Updating the SWPPP (6.1.3)**

The SWPPP will be modified if:

- Found ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.
- There is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

The SWPPP will be modified within seven (7) days if inspection(s) or investigation(s) determine additional or modified BMPs are necessary for compliance. An updated timeline for BMP implementation will be prepared.

## Reporting (6.2)

# **Discharge Monitoring Reports (6.2.1)**

Select and retain applicable paragraph.

Cumulative soil disturbance is less than one (1) acre; therefore, Discharge Monitoring Reports (DMRs) will not be submitted to Ecology because water quality sampling is not being conducted at the site.

Or

Cumulative soil disturbance is one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting "No Discharge". The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology's WQWebDMR System.

#### To sign up for WQWebDMR go to:

https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance

# **Notification of Noncompliance (6.2.2)**

If any of the terms and conditions of the permit is not met, and the resulting noncompliance may cause a threat to human health or the environment, the following actions will be taken:

- 1. Ecology will be notified within 24-hours of the failure to comply by calling the applicable Regional office ERTS phone number (Regional office numbers listed below).
- 2. Immediate action will be taken to prevent the discharge/pollution or otherwise stop or correct the noncompliance. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
- 3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Specific information to be included in the noncompliance report is found in Special Condition S5.F.3 of the CSWGP.

Anytime turbidity sampling indicates turbidity is 250 NTUs or greater, or water transparency is 6 cm or less, the Ecology Regional office will be notified by phone within 24 hours of analysis as required by Special Condition S5.A of the CSWGP.

- <u>Central Region</u> at (509) 575-2490 for Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, or Yakima County
- <u>Eastern Region</u> at (509) 329-3400 for Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, or Whitman County
- Northwest Region at (425) 649-7000 for Island, King, Kitsap, San Juan, Skagit, Snohomish, or Whatcom County
- Southwest Region at (360) 407-6300 for Clallam, Clark, Cowlitz, Grays Harbor,
   Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, or Wahkiakum

## Include the following information:

- 1. Your name and / Phone number
- 2. Permit number
- 3. City / County of project
- 4. Sample results
- 5. Date / Time of call
- 6. Date / Time of sample
- 7. Project name

In accordance with Special Condition S4.D.5.b of the CSWGP, the Ecology Regional office will be notified if chemical treatment other than CO<sub>2</sub> sparging is planned for adjustment of high pH water.

# Appendix/Glossary

## A. Site Map

The site map must meet the requirements of Special Condition S9.E of the CSWGP

#### B. BMP Detail

Insert BMPs specification sheets here.

Download BMPs from the Ecology Construction Stormwater website at:

https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Stormwater-manuals

## C. Correspondence

**Ecology** 

**EPA** 

**Local Government** 

# D. Site Inspection Form

Create your own or download Ecology's template:

https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit

# E. Construction Stormwater General Permit (CSWGP)

Download CSWGP: <a href="https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit">https://www.ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit</a>

# F. 303(d) List Waterbodies / TMDL Waterbodies Information

Proposed New Discharge to an Impaired Water Body form SWPPP Addendum addressing impairment

#### G. Contaminated Site Information

Administrative Order
Sanitary Discharge Permit
Soil Management Plan
Soil and Groundwater Reports
Maps and Figures Depicting Contamination

# H. Engineering Calculations