CONTRACT
SPECIFICATIONS

NACHES RAIL TO TRAIL
LOCUST LANE TO LOW ROAD

C 3401

Federal Aid No.: STPE-EN10(008)

Yakima County Public Services August 2011
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CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS, AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON.

COUNTY ENGINEER

DATE: 8/18/11
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:

Yakima County Public Services, Fourth Floor County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901 until 2:00 p.m. of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the Engineer of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS

The bid opening date for this project shall be August 31, 2011.

The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Yakima County Road Engineer’s Office, fourth floor, Yakima County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed best for the County or to advertise for new proposals when in the opinion of the Board the best interest of the County shall be promoted thereby. All or a portion of work in Proposal may be deleted if the bid exceeds the funds available.

PROPOSAL GUARANTY:

A certified check, cashier’s check, cash or bid bond made payable to the Treasurer of the County of Yakima for an amount equal to at least five percent (5%) of the total amount bid must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract the bidder shall execute the Contract and give Bond as required.

FORM FURNISHED:

Each bid must be made on the form attached to these Specifications.

This project is a federal-aid funded project. Yakima County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
PROPOSAL

This certifies that the undersigned has examined the location of the noted project:

C 3401 – NACHES RAIL TO TRAIL
And that the Plans, Specifications and Contract governing the work embraced in these improvements, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

**NOTE:** Unit Prices for all items, all extensions, and total amount of bid shall be shown. Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Item Amount</th>
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<td>HMA CLASS 3/8&quot;, PG-64-28</td>
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<td>EST.</td>
<td>$ 5,000.00</td>
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**TOTAL BID AMOUNT**
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH [ ] IN THE AMOUNT OF __________________________

CASHIER’S CHECK [ ] ________________________________ DOLLARS

CERTIFIED CHECK [ ] ($_________) PAYABLE TO THE COUNTY TREASURER

PROPOSAL BOND [ ] IN THE AMOUNT OF 5 PERCENT (5%) OF THE BID

Bidder acknowledges receipt of the following Addendums:

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The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendums issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Title: ____________________________

Firm Name: ____________________________

Address: ____________________________

Phone No.: ____________________________

Washington Registration No.: ____________________________

Federal ID Tax No.: ____________________________

UBI No.: ____________________________

E-Mail: ____________________________

Signed and sworn (or affirmed) before me on ____________________________

Date ____________________________

__________________________

NOTARY PUBLIC

My appointment expires ____________________________

(Seal and Stamp)

NOTE: (1) This proposal is not transferable and any alteration of the firm’s name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: “Preparation of Proposal” or “Article 4” of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications C 3401.
LETTER OF RESPONSIBILITY

Date: __________
County Road Project No.: C 3401

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

a. My permanent place of business is ____________________________, which I have maintained for _________ years.

b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

C 3401 – Naches Rail to Trail

I have the following equipment available for this work:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

c. I have adequate funds to promptly meet obligations incident to this work.
   Bank reference: __________________________________________________________________

________________________________________________________________________

d. I have had experience in this class of work, having constructed the following improvements.

I hereby certify that the above is a true and accurate statement.

Very truly yours,

___________________________
Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This “letter of responsibility” shall not be construed to be a request for Prequalification of bidder.
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted “Proposal”, “Plans”, “Specifications” and “Contract Bond”, also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
NON-COLLUSION DECLARATION

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

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THIS CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

______________________________
Signature

______________________________
Date

C 3401 Naches Rail to Trail

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Informational Bid Documents
CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

THIS AGREEMENT, made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the “COUNTY” and ______________________, hereinafter called the “CONTRACTOR”.

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The CONTRACTOR shall do all work and furnish all tools and equipment for C 3401 – Naches Rail to Trail and shall perform any changes in the work in accordance with the Contract Documents.

II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the attached Specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in the Contract Documents.

IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.

V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.

VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

Executed by the CONTRACTOR______, 20_____ BOARD OF YAKIMA COUNTY COMMISSIONERS

CONTRACTOR

__________________________
Signature

__________________________
Print or Type Name of Person Signing

__________________________
Title

__________________________
Foregoing Contract approved and ratified

__________________________
Surety

__________________________
Attorney-in-fact

__________________________
Approved as to form:

__________________________
Deputy Prosecuting Attorney

C 3401 Naches Rail to Trail

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Informational Bid Documents
PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENTS, That ______________________, as "PRINCIPAL", and ______________________, a corporation authorized to do business in the State of Washington, as "SURETY", are jointly and severally held and bound unto Yakima County, Washington in the penal sum ______________________ Dollars ($________________) for the payment of which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors.

THE CONDITION of this bond is such that WHEREAS, on ______________________, 20___, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of for C 3401 - Naches Rail to Trail according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void otherwise to remain in full force and effect.

Dated this ____________ day of ______________________, 20___

PRINCIPAL

By: __________________________

Title: __________________________

Chair of the Board of Yakima County Commissioners

Date: ______________________ 20___

SURETY

By: __________________________

Attorney-in-Fact

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER
AMENDMENTS TO THE STANDARD SPECIFICATIONS

C 3401 – NACHES RAIL TO TRAIL
(Locust Lane to Low Road)

YAKIMA COUNTY, WASHINGTON

INTRO.AP1

INTRODUCTION

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

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

1-01.AP1

SECTION 1-01, DEFINITIONS AND TERMS
August 2, 2010

1-01.2(1) Associations and Miscellaneous
The abbreviation and definition “AREA American Railway Engineering Association” is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

1-02.AP1

SECTION 1-02, BID PROCEDURES AND CONDITIONS
July 11, 2011

1-02.5 Proposal Forms
The first paragraph is revised to read:

At the request of a prequalified Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects selected at the sole discretion of the Contracting Agency, the Bidder may also be authorized to access an electronic Proposal Form for submittal via TrnsPort Expedite® software and BidExpress®.

1-02.6 Preparation of Proposal
The first paragraph is revised to read:
The Contracting Agency will accept only those Proposals properly executed on physical forms it provides, or electronic forms that the bidder has been authorized to access. Unless it approves in writing, the Contracting Agency will not accept Proposals on forms attached to the Plans and stamped “Informational”.

The second paragraph is revised to read:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents. The Proposal shall include:

1. A unit price for each item (omitting digits more than four places to the right of the decimal point),

2. An extension for each unit price (omitting digits more than two places to the right of the decimal point), and

3. The total Contract price (the sum of all extensions).

In the space provided on the signature sheet, the Bidder shall confirm that all Addenda have been received.

The third paragraph is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder’s completed DBE 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 Bidders completed DBE Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document) is available for this purpose. Bidder must submit good faith effort documentation with the DBE Utilization Certification ONLY In The Event the bidder’s efforts to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of the DBE Written Confirmation Documents and DBE Good Faith Effort documentation are included in Section 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing Proposal.

1-02.7 Bid Deposit

This section is revised to read:

A deposit of at least 5-percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier’s check, or a proposal bond (Surety bond). For projects that are selected by the Contracting Agency to be bid electronically, the proposal bond may be in either a physical format, or an electronic format via Surety2000.com or Insurevision.com and BidExpress®. When a physical bid deposit or proposal bond is furnished to accompany an electronic Proposal Form, the Bid deposit shall be received by the Contracting Agency at
the location specified for receipt of bids prior to the time set for receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5-percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

1-02.8(2) Lobbying Certification
The last paragraph is revised to read:

The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from the Proposal form. The disclosure form is available from the Washington State Department of Transportation’s Contract Ad & Award Office, Transportation Building, Olympia, Washington 98504.

1-02.9 Delivery of Proposal
This section is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Trns-Port Expedite® software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

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

The Contracting Agency will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

NOTE: Certain documents that are required for an electronic Bid Proposal to be responsive CANNOT be submitted electronically via Trns-Port Expedite® software and BidExpress®. These documents include:

1. DBE Written Confirmation Documents; and,
2. Good Faith Effort Documentation; and,
3. Cash, certified checks, cashier’s checks, or a proposal bond (Surety bond) in formats other than via Surety2000.com or Insurevision.com.
The Bidder shall provide all documents that are required for an electronic Bid Proposal to be responsive (but cannot be submitted electronically via Trns-Port Expedite® software and BidExpress®) as a supplement to their electronic Bid Proposal in one of the following methods:

1. Physically in a sealed envelope marked as “BID SUPPLEMENT” and bearing the Bidders company name, project title, Bid date, and description of contents (for example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit, etc.); or,

2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-6966.

E-mailed submittals are not acceptable. The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidder’s risk.

1-02.10 Withdrawal or Revision of Proposal

This section including title is revised to read:

**Withdrawning, Revising, or Supplementing Proposal**

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

1. The Bidder submits a written request signed by an authorized person, and

2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals. Faxed Bid revisions and supplements will be accepted only if they are submitted in accordance with the “Example Format for Facsimile Bid Changes” instructions posted on the WSDOT website at http://www.wsdot.wa.gov/biz/contaa/bulletin/.

E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidders risk.

The Contracting Agency will not accept requests to revise or withdraw electronic Bid Proposals. Such requests shall be furnished directly to BidExpress® and in accordance with their terms and conditions.
1-02.13 **Irregular Proposals**

In the first paragraph, Item h beneath item number 1 is revised to read:

h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
   Utilization Certification, if applicable, as required in Section 1-02.6;

In the first paragraph, item I beneath item number 1 is revised to read:

i. The Bidder fails to submit written confirmation from each DBE firm listed on the
   Bidder’s completed DBE Utilization Certification that they are in agreement with the
   bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or
   if the written confirmation that is submitted fails to meet the requirements of the
   Special Provisions;

Item I in the first paragraph is supplemented with the following:

j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
   required in Section 1-02.6, or if the documentation that is submitted fails to
   demonstrate that a Good Faith Effort to meet the Condition of Award was made; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
   material terms of the Bid invitation.

1-06.AP1

**SECTION 1-06, CONTROL OF MATERIALS**

January 3, 2011

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

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

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

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

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

The deductions for fabrication inspection costs will be as shown in the Payment Table
below.
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<tr>
<th>Zone</th>
<th>Place of Fabrication</th>
<th>Reduction in Payment</th>
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<tr>
<td>1</td>
<td>Within 300 airline miles from Seattle</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>Between 300 and 3,000 airline miles from Seattle</td>
<td>$700.00 per *inspection day</td>
</tr>
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<td>3</td>
<td>Over 3,000 airline miles from Seattle</td>
<td>$1,000 per *inspection day, but not less than $2,500 per trip</td>
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</tbody>
</table>

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

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

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

1-06.2(2)A General

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

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(Continued)

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

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</tbody>
</table>

**REJECT**

Values Less Than Those Shown Above

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1-07.AP1

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

August 1, 2011

1-07.2 Sales Tax

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

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

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

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

1-07.5(3) State Department of Ecology

Item No. 4. in the first paragraph is revised to read:

4. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

1-07.9(1) General

The second sentence in the fourth paragraph is revised to read:
When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

1-07.13(4) Repair of Damage
The last sentence in the first paragraph is revised to read:

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

1-07.14 Responsibility for Damage
The third, fourth and fifth paragraphs are revised to read:

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

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

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

This section is supplemented with the following:

INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER HAD BEEN
MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL
SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN
CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS
PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND
ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE
SUBCONTRACTOR.

1-07.15 Temporary Water Pollution/Erosion Control
The fourth paragraph is deleted.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
This section is deleted in its entirety and replaced with the following:

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

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

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

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

1. Responsible Personnel
   Identify the names, titles, and contact information for the personnel responsible for
   implementing and updating the plan and for responding to spills.

2. Spill Reporting
   List the names and telephone numbers of the Federal, State, and local agencies the
   Contractor shall notify in the event of a spill.
3. Project and Site Information
   Describe the following items:

   A. The project Work.

   B. The site location and boundaries.

   C. The drainage pathways from the site.

   D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
   Describe each of the following for all potentially hazardous materials brought or
generated on-site (including materials used for equipment operation, refueling,
maintenance, or cleaning):

   A. Name of material and its intended use.

   B. Estimated maximum amount on-site at any one time.

   C. Location(s) (including any equipment used below the ordinary high water
   line) where the material will be staged, used, and stored and the
distance(s) from nearby waterways and sensitive areas.

5. Pre-Existing Contamination
   Describe any pre-existing contamination and contaminant sources (such as buried
pipes or tanks) in the project area that are described in the Contract provisions and
Plans. Identify equipment and work practices that shall be used to prevent the
release of contamination.

6. Spill Prevention and Response Training
   Describe how and when all project personnel, including refueling personnel and
other Subcontractors, shall be trained in spill prevention, containment, and
response and in the location of spill response kits.

7. Spill Prevention
   Describe the following items:

   A. The contents and locations of spill response kits that the Contractor shall
supply and maintain that are appropriately stocked, located in close
proximity to hazardous materials and equipment, and immediately
accessible.

   B. Security measures for potential spill sources to prevent accidental spills
and vandalism.
C. Methods used to prevent stormwater from contacting hazardous materials.

D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology’s Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.

E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology’s Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology’s Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.

F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.

I. Site inspection procedures and frequency.

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

A. A spill of each type of hazardous material at each location identified in 4, above.
B. Stormwater that has come into contact with hazardous materials.

C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.

D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

E. A spill occurring during Work with equipment used below the ordinary high water line.

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

9. Project Site Map
   Provide a map showing the following items:

   A. Site location and boundaries.

   B. Site access roads.

   C. Drainage pathways from the site.

   D. Nearby waterways and sensitive areas.

   E. Hazardous materials, equipment, and decontamination areas identified in 4, above.

   F. Pre-existing contamination or contaminant sources described in 5, above.

   G. Spill prevention and response equipment described in 7 and 8, above.

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

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

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

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

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

1-07.16(2) Vegetation Protection and Restoration

The second paragraph is revised to read:

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

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor's operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the roots are covered to finish grade. All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.

The fourth paragraph is revised to read:

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Public Liability and Property Damage Insurance

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

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of $3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than $1,000,000 each occurrence. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence with the State named as an additional insured or designated insured in connection with the Contractor’s Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the “Additional Insureds”) shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.

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

5. The coverage limits to be provided by Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this section or any Special Provision, shall be on a “per project” aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than three years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.

6. All insurance policies and coverage’s required under Section 1-07.18 and Section 1-07.10 shall contain a waiver of subrogation against the Contracting Agency, the State, any Additional Insured and their respective departments, agencies, boards, and commissions and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an additional insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds as additional insureds as well, for primary and non-contributory limits of liability under each Subcontractor’s Commercial General Liability, Commercial Automobile Liability and, any other coverage’s which may be required pursuant to a “Special Provision”.

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation or any combination thereof which
supplies materials, labor, services, or equipment to the Contractor for the performance
of the Work shall become thereby a third party beneficiary of this Contract.

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

9. The Owners and Contractors Protective Insurance policy shall not be subject to a
deductible or contain provisions for a deductible. The Commercial General Liability
policy and the Commercial Automobile Liability Insurance policy may, at the discretion
of the Contractor, contain such provisions. If a deductible applies to any claim under
these policies, then payment of that deductible will be the responsibility of the
Contractor, notwithstanding any claim of liability against the Contracting Agency.
However in no event shall any provision for a deductible provide for a deductible in
excess of $50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of
insurance required under this Section shall contain an arbitration or alternative dispute
resolution clause applicable to disputes between the insurer and its insureds. Any and
all disputes concerning (i) terms and scope of insurance coverage afforded by the
policies required hereunder and/or (ii) extra contractual remedies and relief which may
be afforded policy holders in connection with coverage disputes, shall be resolved in
Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of
Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420,
ACORD Form Certificates of Insurance evidencing the minimum insurance coverages
required under these Specifications. Within 30 days of being awarded a Contract, the
Contractor shall provide the Department with complete copies, which may be electronic
copies, of all insurance policies required under this section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations
and provide the Department of Transportation, Contract Payment Section, P.O. Box
47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within
two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or to not
provide certification and copies of the insurance prior to the time specified in
subsection 11 above, shall constitute a material breach of Contract upon which the
Contracting Agency may, after giving 5-business days notice to the Contractor to
correct the breach, immediately terminate the Contract or, at its discretion, procure or
renew such insurance and pay any and all premiums in connection therewith, with any
sums so expended to be repaid to the Contracting Agency on demand, or at the sole
discretion of the Contracting Agency, offset against funds due the Contractor from the
Contracting Agency. All costs for insurance, including any payments of deductible
amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

1-08.AP1
SECTION 1-08, PROSECUTION AND PROGRESS
April 4, 2011

1-08.1 Subcontracting
The second and third sentences in the eighth paragraph are revised to read:

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

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

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

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

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

1-08.5 Time for Completion
The last two sentences in the first paragraph are revised to read:

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

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

c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
1-09.2(1) General Requirement for Weighing Equipment
This section is revised to read:

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

_Scales_

Scales shall:

1. be accurate to within 0.5-percent of the correct weight throughout the range of use;
2. not include spring balances;
3. include beams, dials, or other reliable readout equipment;
4. be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;
5. be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

_Scale Operations_

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

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

In addition, the Contractor shall ensure that:

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

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

1. date of haul;
2. contract number;
3. contract unit Bid item;
4. unit of measure;
5. identification number of hauling vehicle; and
6. weight delivered
   a. net weight in the case of batch and hopper scales
   b. gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)
   c. approximate load out weight in the case of belt conveyor scales

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

1-09.2(2) Specific Requirements for Batching Scales
In the first paragraph, the last sentence is revised to read:

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

1-09.2(3) Specific Requirements for Platform Scales
In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.
The third paragraph is deleted.

1-09.2(5) Measurement
This section is revised to read:

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

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

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

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.

2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.

3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit and the scale has been over weighing, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor’s expense. If the weight difference of both comparison checks exceed the 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

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

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.
If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

**Minor Construction Items**

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

**1-09.2(6) Payment**

This section is revised to read:

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

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

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

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

- furnishing, installing, certifying, and maintaining scales;
- providing a weigher to operate a Contractor provided scale;
- providing a weigher to operate a commercial scale, if necessary;
- providing self-printing tickets, if necessary;
- rerouting a truck for verification weighing;
- assisting the Engineer with scale verification checks;
- any other related costs associated with meeting the requirements of this section.
1-09.9 Payments
The first paragraph is revised to read:

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

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

In the third paragraph, the second sentence is deleted.

1-09.11(1)A Disputes Review Board Membership
This section is supplemented with the following new paragraph:

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

1-10.API
SECTION 1-10, TEMPORARY TRAFFIC CONTROL
April 4, 2011

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

1-10.1 General
The following sentence is inserted at the beginning of this section:

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

1-10.2(1)A Traffic Control Management
Item number 2. in the first paragraph is revised to read:

2. Providing the Contractor’s designated TCS with approved Traffic Control Plans (TCPs)
which are compatible with the Work operations and traffic control for which they will
be implemented. Having the latest adopted edition of the Manual On Uniform Traffic
Control Devices for Streets and Highways (MUTCD,) including the Washington State
Modifications to the MUTCD, the most current edition of the Public Rights-Of-Way
Accessibility Guidelines (PROWAG), and applicable standards and Specifications
available at all times on the project.
1-10.2(1)(B) Traffic Control Supervisor

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

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

The third paragraph is supplemented with the following:

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

1-10.2(2) Traffic Control Plans

The second paragraph is revised to read:

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

1-10.2(3) Conformance to Established Standards

The reference “(TMA’s)” in the paragraph that starts with “Category 3” is deleted.

The first paragraph is revised to read:

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

1-10.3(1) Traffic Control Labor
The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all
procedures related to temporary traffic control and for the setup, maintenance and removal
of all temporary traffic control devices and construction signs necessary to control vehicular,
bicycle, and pedestrian traffic during construction operations.

1-10.3(2)C Lane Closure Setup/Takedown
Item number 1 in the first paragraph is revised to read:

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

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

1-10.3(3) Traffic Control Devices
The following paragraph is inserted at the beginning of this section:

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

1-10.3(3)A Construction Signs
In the fourth paragraph “height” is replaced with “top of the ballast”.

1-10.3(3)J Truck Mounted Attenuator
The title for this section is revised to read:

1-10.3(3)J Transportable Attenuator
In the second and fourth paragraphs, the references to "TMA" are revised to read "Transportable Attenuator".

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

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

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

1-10.4(2) Item Bids with Lump Sum for Incidentals
All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable Attenuator(s)".

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

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

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

This Section is supplemented with the following:

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

1-10.5(2) Item Bids with Lump Sum for Incidentals
All references to "truck mounted impact attenuator(s)" are revised to read "transportable attenuator(s)".

This Section is supplemented with the following:

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

2-01.AP2
SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP
April 5, 2010

2-01.3(2) Grubbing
In the first paragraph Item 2. e. is revised to read:
e. Upon which embankments will be placed except stumps may be close-cut or trimmed
   as allowed in Section 2-01.3(1) item 3.

2-02.AP2
SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS
January 4, 2010

2-02.3 Construction Requirements
The fourth paragraph is revised to read:

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

5-04.AP5
SECTION 5-04, HOT MIX ASPHALT
August 1, 2011

5-04.3(5)E Pavement Repair
The third sentence in the second paragraph is revised to read:

The minimum width of any pavement repair area shall be 40-inches unless shown otherwise
in the Plans.

5-04.3(7)A1 General
This section is revised to read:

The Contractor shall develop a mix design prior to the initial production of HMA and prior
to the production of HMA each calendar year thereafter. The mix design aggregate structure
and asphalt binder content shall be determined in accordance with Materials Manual
WSDOT Standard Operating Procedure No. 732 and meet the requirements of Sections 9-
03.8(2) and 9-03.8(6). Mix designs that were developed during the calendar year prior to the
current year’s production of HMA that have been issued a WSDOT mix design/anti-strip
evaluation report will be accepted provided the Contractor submits a certification letter
stating that the aggregate and asphalt binder have not changed. Changes to aggregate that
may require a new mix design include the source of material or a change in the percentage
of material from a stockpile greater than 5-percent. The Contractor may vary the RAP
percentage in accordance with Section 5-04.2. Changes to the percentage of material from a
stockpile will be calculated exclusive of the RAP content. Changes to asphalt binder that
may require a new mix design include the source of the crude petroleum supplied to the
refinery, the refining process, and additives or modifiers in the asphalt binder.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation
The second paragraph is revised to read:
The Contractor shall submit representative samples of the mineral materials that are to be used in the HMA production. The Contracting Agency will use these samples to determine anti-strip requirements, if any, in accordance with WSDOT test method T 718. Anti-strip evaluation of HMA mix designs proposed by the Contractor that include RAP will be completed without the inclusion of the RAP. Submittal of RAP samples is not required. A mix design/anti-strip evaluation report will be provided within 25-calendar days after a mix design submittal has been received in the State Materials Laboratory in Tumwater. No paving shall begin prior to issuance of the mix design/anti-strip evaluation report or reference mix design/anti-strip evaluation report for that year.

5-04.3(7)A3 Commercial Evaluation
The first sentence in the second paragraph is revised to read:

Anti-strip evaluation of the mix design by the Contracting Agency is not required.

5-04.3(8)A1 General
The second sentence in the second paragraph is revised to read:

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

The third paragraph is revised to read:

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

5-04.3(8)A4 Definition of Sampling Lot and Sublot
The first sentence in the first paragraph is revised to read:

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

5-04.3(10)A General
The first paragraph is revised to read:

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, the mix shall be thoroughly and uniformly compacted. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, checking, cracking and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, the JMF may be altered in accordance with Section 9-03.8(7) to achieve desired results.

The third paragraph is revised to read:
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. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Unless the Project 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. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B1 General
The first sentence in the second paragraph is revised to read:

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

5-04.3(10)B4 Test Results
The first paragraph is revised to read:

The nuclear moisture-density gauge results of all compaction acceptance testing and the CPF of the lot after three sublots have been tested will be available to the Contractor through WSDOT’s website. Determination of the relative density of the HMA with a nuclear moisture-density gauge requires a correlation factor determined in accordance with WSDOT SOP 730 and may require resolution after the correlation factor is known. When a core is taken for gauge correlation at the location of a subplot the relative density of the core will be used for the subplot test result and is exempt from challenge testing. Acceptance of HMA compaction will be based on the statistical evaluation and CPF so determined.

5-04.3(11)D Lots and Sublots
The following new sub-section is inserted at the beginning of this section:

5-04.3(11)D1 General
HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and the Contractor shall submit a proposal to the Project Engineer for approval. When a lot has been rejected and the Contractor’s written request for the entire lot to remain in place in accordance with Section 1-06.2(2)B Paragraph 1, Item 3 has been approved the HMA will be accepted and the designated percentage reduction shall be 25-percent.

5-04.3(11)D1 A Partial Sublot
This section’s number is revised to read:

5-04.3(11)D2

5-04.3(11)D2 An Entire Sublot
This section’s number is revised to read:
5-04.3(11)D3

5-04.3(11)D3 A Lot in Progress
This section is revised to read:

5-04.3(11)D4

5-04.3(11)D4 An Entire Lot
The last sentence is deleted.

This section is revised to read:

5-04.3(11)D5

6-01.AP6

SECTION 6-01, GENERAL REQUIREMENTS FOR STRUCTURES
August 1, 2011

6-01.6 Load Restrictions on Bridges Under Construction
In the first paragraph “roadway deck” is deleted and replaced with “bridge deck”.

6-01.8 Approaches to Movable Spans
In the first paragraph “roadway” is deleted and replaced with “bridge deck”.

6-01.13 Architectural Features
This section including title is revised to read:

6-01.13 Vacant

6-01.14 Premolded Joint Filler
The last sentence in the second paragraph is revised to read:

This adhesive, however, shall be compatible with the material specified in Section 9-04.1(2) and capable of bonding the filler to Portland cement concrete.

8-01.AP8

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL
August 1, 2011

8-01.2 Materials
In the first paragraph, the following is inserted after the first sentence:

Corrugated Polyethylene Drain Pipe 9-05.1(6)
8-01.3(1) General
In the sixth paragraph, the first sentence is revised to read:

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

In the seventh paragraph the first two sentences are deleted.

The table in the seventh paragraph is revised to read:

<table>
<thead>
<tr>
<th>Western Washington (West of the Cascade Mountain crest)</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1 through September 30     17 Acres</td>
</tr>
<tr>
<td>October 1 through April 30     5 Acres</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eastern Washington (East of the Cascade Mountain crest.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1 through October 31    17 Acres</td>
</tr>
<tr>
<td>November 1 through March 31   5 Acres</td>
</tr>
</tbody>
</table>

The eighth paragraph is revised to read:

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

The ninth paragraph is revised to read:

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

The 10th paragraph is revised to read:

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

<table>
<thead>
<tr>
<th>Western Washington (West of the Cascade Mountain crest)</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1 through April 30 2-days maximum</td>
</tr>
<tr>
<td>May 1 to September 307-days maximum</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eastern Washington (East of the Cascade Mountain crest.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1 through June 30   5-days maximum</td>
</tr>
<tr>
<td>July 1 through September 30 10-days maximum</td>
</tr>
</tbody>
</table>

8-01.3(1)A Submittals
This section is revised to read:
When a Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the existing TESC Plan. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor’s progress schedule. The Contractor shall obtain the Engineer’s approval of the TESC Plan and schedule before any work begins.

Modified TESC Plans shall meet all requirements of Chapter 6, Section 6-2 of the current edition of the WSDOT Highway Runoff Manual. The TESC Plan shall cover all areas the Contractor’s Work may affect inside and outside the limits of the project (including all Contracting Agency provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

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

8-01.3(1)B Erosion and Sediment Control (ESC) Lead
The first sentence in the third paragraph is revised to read:

When a TESC Plan is included in the Contract Plans, the ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP’s, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month.

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

8-01.3(1)C Water Management
In number 2., the reference to "Standard Specification" is revised to read "Section".

Number 3., is revised to read:

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

8-01.3(1)D Dispersion/Infiltration
This section is revised to read:

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

8-01.3(2)B Seeding and Fertilizing
The fourth paragraph is revised to read:

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

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

8-01.3(2)D Mulching
In the second paragraph, the second sentence is revised to read:

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

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

The fourth paragraph is revised to read:

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

8-01.3(2)E Tacking Agent and Soil Binders
The following new paragraph is inserted at the beginning of this Section:

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

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

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

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

The paragraph "Soil Binding Using Bonded Fiber Matrix (BFM)" including title is revised to read:
Soil Binding Using Moderate Term Mulch
The Moderate Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions. The Moderate Term Mulch may require a 24 to 48 hour curing period to achieve maximum performance and shall not be applied when precipitation is predicted within 24 to 48 hours, or on saturated soils, as determined by the Engineer.

The last paragraph including titled is revised to read:

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

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
The first paragraph is revised to read:

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

<table>
<thead>
<tr>
<th>Western Washington¹</th>
<th>Eastern Washington</th>
</tr>
</thead>
<tbody>
<tr>
<td>(West of the Cascade Mountain crest)</td>
<td>(East of the Cascade Mountain crest)</td>
</tr>
<tr>
<td>March 1 through May 15</td>
<td>October 1 through November 15 only</td>
</tr>
<tr>
<td>September 1 through October 1</td>
<td></td>
</tr>
</tbody>
</table>

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

8-01.3(2)G Protection and Care of Seeded Areas
The first paragraph is revised to read:

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

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

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

8-01.3(2)H Inspection
The first sentence is revised to read:
Inspection of seeded areas will be made upon completion of seeding, temporary seeding, fertilizing, and mulching.

The third sentence is revised to read:

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

8-01.3(2)I Mowing

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

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

8-01.3(3) Placing Erosion Control Blanket

In the first sentence, "Standard" is deleted.

The second sentence is revised to read:

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

8-01.3(4) Placing Compost Blanket

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

The last sentence is revised to read:

Compost shall be Coarse Compost.

8-01.3(5) Placing Plastic Covering

The first sentence is revised to read:

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

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

The first paragraph is deleted.

8-01.3(6)B Rock Check Dam

This section including title is revised to read:

8-01.3(6)B Quarry Spall Check Dam

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

8-01.3(6)D Wattle Check Dam

This section is revised to read:
Wattle check dams shall be installed in accordance with the Plans.

8-01.3(6)E Coir Log
This section is revised to read:

Coir logs shall be installed in accordance with the Plans.

8-01.3(9)A Silt Fence
In the second paragraph, the second sentence is revised to read:

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

8-01.3(9)B Gravel Filter, Wood Chip or Compost Berm
In the second paragraph, the last sentence is deleted.

The third paragraph is revised to read:

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

8-01.3(9)C Straw Bale Barrier
This section is revised to read:

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

8-01.3(9)D Inlet Protection
The first three paragraphs are revised to read:

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

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

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

8-01.3(10) Wattles
In the first paragraph, the third sentence is revised to read:
Excavated material shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the Engineer.

This section is supplemented with the following new paragraph:

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

8-01.3(12) Compost Sock
In the first paragraph, "sock" is revised to read "socks" and "streambed" is revised to read "waterbodies".

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

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

This section is supplemented with the following new paragraph:

Compost for Compost Socks shall be Coarse Compost.

8-01.3(14) Temporary Pipe Slope Drain
The first paragraph is revised to read:

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

The last paragraph is revised to read:

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

8-01.3(15) Maintenance
In the fourth paragraph, the last sentence is revised to read:

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

8-01.3(16) Removal
In the second paragraph, the last sentence is revised to read:

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

8-01.4 Measurement
The eighth paragraph is revised to read:
Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot along the ground line of completed barrier.

8-01.5 Payment
The following bid items are relocated after the bid item "Check Dam":

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

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

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

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

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

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

"Mulching with Short Term Mulch", per acre.

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

"Mulching with Moderate Term Mulch"

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

"Mulching with Long Term Mulch"

8-22.AP8
SECTION 8-22, PAVEMENT MARKING
August 1, 2011

8-22.1 Description
The last sentence in the second paragraph is revised to read:

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

8-22.4 Measurement
In the sixth paragraph "Painted Line" is revised to read "Paint Line".
The first sentence in the seventh paragraph is revised to read:

Traffic arrows, traffic letters, access parking space symbols, HOV symbols, railroad crossing symbols, drainage markings, junction box markings, bicycle lane symbols, aerial surveillance full, and ½ markers, yield line symbols, yield ahead symbols, and speed bump symbols will be measured per each.

8-22.5 Payment
This section is supplemented with the following:

“Painted Junction Box Marking”, per each
“Plastic Junction Box Marking “per each

9-01.AP9
SECTION 9-01, PORTLAND CEMENT
April 5, 2010

9-01.2(1) Portland Cement
In the first paragraph, all the text after “shall not exceed 8-percent by weight” is deleted and the paragraph ends.

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

9-02.AP9
SECTION 9-02, BITUMINOUS MATERIALS
January 3, 2011

9-02.1(8) Flexible Bituminous Pavement Marker Adhesive
This section is revised to read:

Flexible bituminous pavement marker adhesive is a hot melt thermoplastic bituminous material used for bonding raised pavement markers and recessed pavement markers to the pavement.

The adhesive material shall conform to the following requirements when prepared in accordance with the Materials Manual WSDOT Standard Operating Procedure (SOP) No. 318:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penetration, 77°F, 100g, 5 sec, dmm</td>
<td>AASHTO T 49</td>
<td>30 Max.</td>
</tr>
<tr>
<td>Softening Point, F</td>
<td>AASHTO T 53</td>
<td>200 Min.</td>
</tr>
<tr>
<td>Rotational Thermosel Viscosity, cP, #27 spindle, 20 RPM, 400°F</td>
<td>AASHTO T 316</td>
<td>5000 Max.</td>
</tr>
<tr>
<td></td>
<td>AASHTO T 51</td>
<td>15 Min.</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------</td>
<td>---------</td>
</tr>
<tr>
<td>Ductility, 77°F, 5 cm/minute, cm</td>
<td>ASTM D 51</td>
<td>5 Min.</td>
</tr>
<tr>
<td>Ductility, 39.2°F, 1 cm/minute, cm</td>
<td>ASTM D 3111 NOTE 1</td>
<td>Pass</td>
</tr>
<tr>
<td>Flexibility, 1&quot;, 20°F, 90 deg. Bend, 10 sec., ¼&quot; x 1&quot; x 6&quot; specimen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Pull-Off Strength</td>
<td>WSDOT T-426</td>
<td>Greater than 50 psi</td>
</tr>
</tbody>
</table>

Note 1: Flexibility test is modified by bending specimen through an arc of 90 degrees at a uniform rate in 10 seconds over a 1-inch diameter mandrel.

9-02.1(9) Coal Tar Pitch Emulsion, Cationic Asphalt Emulsion Blend Sealer
This section including title is revised to read:

9-02.1(9) Vacant

9-03.AP9
SECTION 9-03, AGGREGATES
August 1, 2011

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

9-03.4(2) Grading and Quality
In the “Crush Screening Percent Passing” table, the sixth column titled “3/8 – No. 10” is deleted.

9-03.10 Aggregate for Gravel Borrow
The first paragraph is revised to read:

Gravel base shall consist of granular material, either naturally occurring or processed. It shall be essentially free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily and the maximum particle size shall not exceed ⅜ of the depth of the layer being placed.

The second paragraph is deleted.

9-03.11(2) Streambed Cobbles
The first paragraph is revised to read:

Streambed cobbles shall be clean, naturally occurring water rounded gravel material. Streambed cobbles shall have a well graded distribution of cobble sizes and conform to one or more of the following gradings as shown in the Plans:
<table>
<thead>
<tr>
<th>Approximate Size</th>
<th>4&quot; Cobbles</th>
<th>6&quot; Cobbles</th>
<th>8&quot; Cobbles</th>
<th>10&quot; Cobbles</th>
<th>12&quot; Cobbles</th>
</tr>
</thead>
<tbody>
<tr>
<td>12&quot;</td>
<td></td>
<td></td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>10&quot;</td>
<td></td>
<td></td>
<td></td>
<td>100</td>
<td>70-90</td>
</tr>
<tr>
<td>8&quot;</td>
<td></td>
<td></td>
<td></td>
<td>100</td>
<td>70-90</td>
</tr>
<tr>
<td>6&quot;</td>
<td></td>
<td></td>
<td></td>
<td>100</td>
<td>70-90</td>
</tr>
<tr>
<td>5&quot;</td>
<td></td>
<td></td>
<td></td>
<td>70-90</td>
<td>30-60</td>
</tr>
<tr>
<td>4&quot;</td>
<td>100</td>
<td></td>
<td></td>
<td>30-60</td>
<td></td>
</tr>
<tr>
<td>3&quot;</td>
<td>70-90</td>
<td></td>
<td></td>
<td>30-60</td>
<td></td>
</tr>
<tr>
<td>2&quot;</td>
<td></td>
<td></td>
<td></td>
<td>30-60</td>
<td></td>
</tr>
<tr>
<td>1½&quot;</td>
<td>20-50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>⅜&quot;</td>
<td>10 max.</td>
<td>10 max.</td>
<td>10 max.</td>
<td>10 max.</td>
<td>10 max.</td>
</tr>
</tbody>
</table>

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

9-03.12(1)B  Class B
This section is revised to read:

Gravel backfill for foundations, Class B, shall conform to the requirements of Section 9-03.10.

9-03.20  Test Methods for Aggregates
The last row of the table is deleted.

9-03.21(1)  General Requirements
This sections content is deleted and replaced with:

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

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

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

the following:

- Identification of the recycled materials proposed for use.

- Sampling documentation no older than 90 days from the date the recycled material is placed on the project. Documentation shall include a minimum of 5 samples tested for total lead content by EPA Method 6010. Total lead test results shall not exceed 250 ppm. For samples that exceed 100 ppm, that sample must then be prepared by EPA Method 1311, the Toxicity Characteristic Leaching Procedure (TCLP), where liquid extract is analyzed by EPA Method 6010B. The TCLP test must be below 5.0 ppm.

- Certification that the recycled materials are not Washington State Dangerous Wastes per the Dangerous Waste Regulations WAC 173-303.

- Certification that the recycled materials are in conformance with the requirements of the Standard Specifications prior to delivery. The certification shall include the percent by weight of each recycled material.

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

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

9-03.21(1)A Recycled Hot Mix Asphalt
This section is revised to read:

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

9-03.21(1)B Recycled Portland Cement Concrete Rubble
This section including title is revised to read:

9-03.21(1)B Vacant

9-03.21(1)C Recycled Glass Aggregates
This section including title is revised to read:

9-03.21(1)C Vacant

9-03.21(1)D Recycled Steel Furnace Slag
The last row of the table is revised to read:

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

9-06.AP9

SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS
August 1, 2011

9-06.5(3) High Strength Bolts

The first paragraph is revised to read:

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

The second paragraph is revised to read:

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

The third paragraph is revised to read:

Bolts conforming to AASHTO M 253 shall not be galvanized.

The fourth paragraph is revised to read:

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

The fifth paragraph is revised to read:

Nuts for high strength bolts shall meet the following requirements:

AASHTO M 164 Bolts
Type 1 (black) AASHTO M 291 Grade C, C3, D, DH and DH3
Type 3 (black weathering) AASHTO M 292 Grade 2H
Type 1 (hot-dip galvanized) AASHTO M 291 Grade DH
AASHTO M 292 Grade 2H

AASHTO M 253 Bolts
Type 1 (black) AASHTO M 291 Grade DH, DH3
AASHTO M 292 Grade 2H
Type 3 (black weathering) AASHTO M 291 Grade DH3

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

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

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

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

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

The last row of the table is revised to read:

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

9-06.5(4) Anchor Bolts
The second paragraph is revised to read:

Nuts for ASTM F 1554 Grade 105 black anchor bolts shall conform to AASHTO M 291,
Grade D or DH. Nuts for ASTM F 1554 Grade 105 galvanized bolts shall conform to either
AASHTO M 291, Grade DH, or AASHTO M 292, Grade 2H, and shall conform to the
overlapping, lubrication, and rotational testing requirements in Section 9-06.5(3). Nuts for
ASTM F 1554 Grade 36 or 55 black or galvanized anchor bolts shall conform to AASHTO
M 291, Grade A. Washers shall conform to ASTM F 436.

9-06.16 Roadside Sign Structures
The first paragraph is revised to read:

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

The sixth paragraph is revised to read:

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

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

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

9-14.AP9

SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING
April 4, 2011

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

9-14.1 Soil

9-14.1(1) Topsoil Type A
Topsoil Type A shall be as specified in the Special Provisions.

9-14.1(2) Topsoil Type B
Topsoil Type B shall be native topsoil taken from within the project limits either from the area where roadway excavation is to be performed or from strippings from borrow, pit, or quarry sites, or from other designated sources. The general limits of the material to be utilized for topsoil will be indicated in the Plans or in the Special Provisions. The Engineer will make the final determination of the areas where the most suitable material exists within these general limits. The Contractor shall reserve this material for the specified use. Material for Topsoil Type B shall not be taken from a depth greater than 1 foot from the existing ground unless otherwise designated by the Engineer.

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

9-14.1(3) Topsoil Type C
Topsoil Type C shall be native topsoil meeting the requirements of Topsoil Type B but obtained from a source provided by the Contractor outside of the Contracting Agency owned right of way.

9-14.2 Seed
Grasses, legumes, or cover crop seed of the type specified shall conform to the standards for “Certified” grade seed or better as outlined by the State of Washington Department of
Agriculture “Rules for Seed Certification,” latest edition. Seed shall be furnished in standard containers on which shall be shown the following information:

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

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

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

9-14.3 Fertilizer
Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer of the kind and quality specified. It may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, water-soluble potash, or sulfur in the amounts specified. All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients, and manufacturer’s guaranteed statement of analysis clearly marked, all in accordance with State and Federal laws.

Fertilizer shall be supplied in one of the following forms:

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

9-14.4 Mulch and Amendments
All amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer’s guaranteed chemical analysis and name. In lieu of containers, amendments may be furnished in bulk. A manufacturer’s certificate of compliance shall accompany each delivery. Compost and other organic amendments shall be accompanied with all applicable health certificates and permits.
9-14.4(1) Straw
Straw shall be in an air dried condition free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable.

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

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

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

9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)
All HECPs shall be biodegradable and in a dry condition free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life. Up to 5 percent by weight may be photodegradable material.

The HECP shall be suitable for spreading with a hydroseeder.

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

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

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

<table>
<thead>
<tr>
<th>Water Holding Capacity</th>
<th>ASTM D 7367</th>
<th>900 percent minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organic Matter Content</td>
<td>ASTM D 586</td>
<td>90 percent minimum</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>ASTM D 644</td>
<td>15 percent maximum</td>
</tr>
<tr>
<td>Seed Germination Enhancement</td>
<td>ASTM D 7322</td>
<td>Long Term</td>
</tr>
<tr>
<td></td>
<td></td>
<td>420 percent minimum</td>
</tr>
</tbody>
</table>

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

The HECP shall be manufactured in such a manner that when agitated in slurry tanks with water, the fibers will become uniformly suspended, without clumping, to form a homogeneous slurry. When hydraulically applied, the material shall form a strong moisture-holding mat that allows the continuous absorption and infiltration of water.
The HECP shall contain a dye to facilitate placement and inspection of the material. Dye shall be non-toxic to plants, animals, and aquatic life and shall not stain concrete or painted surfaces.

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

9-14.4(2)A Long Term Mulch
Long Term Mulch shall demonstrate the ability to adhere to the soil and create a blanket-like mass within two hours of application and shall bond with the soil surface to create a continuous, porous, absorbent, and flexible erosion resistant blanket that allows for seed germination and plant growth and conforms to the requirements in Table 1 Long Term Mulch Test Requirements.

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

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

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

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

Table 1 Long Term Mulch Test Requirements

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

9-14.4(2)B Moderate Term Mulch
Within 48 hours of application, the Moderate Term Mulch shall bond with the soil surface to create a continuous, absorbent, flexible erosion resistant blanket that allows for seed germination and plant growth and conform to the requirements in Table 2 Moderate Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 2 Moderate Term Mulch Test Requirements.
Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance in Protecting Slopes</td>
<td>ASTM D 6459 - Test in one soil type. Soil tested</td>
<td>C Factor = 0.15 maximum using Revised Universal</td>
</tr>
<tr>
<td>from Rainfall-Induced Erosion</td>
<td>as sandy loam as defined by the National</td>
<td>Soil Loss Equation (RUSLE)</td>
</tr>
<tr>
<td></td>
<td>Resources Conservation Service (NRCS) Soil</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Texture Triangle</td>
<td></td>
</tr>
</tbody>
</table>
9-14.4(3) Bark or Wood Chips
Bark or wood chip mulch shall be derived from Douglas fir, pine, or hemlock species. It shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust shall not be used as mulch.

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

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>2&quot;</td>
<td>95</td>
</tr>
<tr>
<td>No. 4</td>
<td>0</td>
</tr>
</tbody>
</table>

9-14.4(4) Wood Strand Mulch
Wood strand mulch shall be a blend of angular, loose, long, thin wood pieces that are frayed, with a high length-to-width ratio and shall be derived from native conifer or deciduous trees. A minimum of 95 percent of the wood strand shall have lengths between 2 and 10 inches. At least 50 percent of the length of each strand shall have a width and thickness between 1/16 and 1/2 inch. No single strand shall have a width or thickness greater than 1/2 inch.

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

9-14.4(5) Lime
Agriculture lime shall be of standard manufacture, flour grade or in pelletized form, meeting the requirements of ASTM C 602.

9-14.4(6) Gypsum
Gypsum shall consist of Calcium Sulfate (CaSO4·2H2O) in a pelletized or granular form. 100 percent shall pass through a No. 8 sieve.

9-14.4(7) Tackifier
Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifier shall contain no growth or germination inhibiting materials, and shall not reduce infiltration rates. Tackifier shall hydrate in water and readily blend with other slurry materials and conform to the requirements in Table 4 Tackifier Test Requirements.

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

Table 4 Tackifier Test Requirements

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
</table>

C 3401 – Naches Rail to Trail Page 61 Amendments
<table>
<thead>
<tr>
<th>Heavy Metals Solvents Acute Toxicity</th>
<th>See Table in Section 9-14.4(2). Test at manufacturer’s recommended application rate</th>
<th>See Table in Section 9-14.4(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity</td>
<td>ASTM D 2364. Testing shall be performed by an accredited, independent laboratory</td>
<td>4000 cPs minimum</td>
</tr>
</tbody>
</table>

9-14.4(7)A Organic Tackifier
Organic tackifier shall be derived from natural plant sources and shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

9-14.4(7)B Synthetic Tackifier
Synthetic tackifier shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

9-14.4(8) Compost
Compost products shall be the result of the biological degradation and transformation of organic materials under controlled conditions designed to promote aerobic decomposition. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control BMP as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

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

Compost products shall meet the following physical criteria:

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

Fine compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>2”</td>
<td>100</td>
</tr>
<tr>
<td>1”</td>
<td>95</td>
</tr>
<tr>
<td>5/8”</td>
<td>90</td>
</tr>
<tr>
<td>1/4”</td>
<td>75</td>
</tr>
</tbody>
</table>

Maximum particle length of 6 inches.

Medium compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>2”</td>
<td>100</td>
</tr>
<tr>
<td>1”</td>
<td>95</td>
</tr>
<tr>
<td>5/8”</td>
<td>90</td>
</tr>
<tr>
<td>1/4”</td>
<td>70</td>
</tr>
</tbody>
</table>

Maximum particle length of 6 inches.

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

Coarse compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>3”</td>
<td>100</td>
</tr>
<tr>
<td>1”</td>
<td>90</td>
</tr>
<tr>
<td>3/4”</td>
<td>70</td>
</tr>
<tr>
<td>1/4”</td>
<td>40</td>
</tr>
</tbody>
</table>

Maximum particle length of 6 inches.

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

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, “1:5 Slurry pH”.

3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by U.S. Composting Council TMECC 03.08-A “Classification of Inerts by Sieve Size”.

4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A “Loss-On-Ignition Organic Matter Method (LOI)”.

5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 “Electrical Conductivity”.

6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, “Germination and Root Elongation”.

7. Stability shall be 7 mg CO2-C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B “Carbon Dioxide Evolution Rate”.

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8. The compost product shall originate from recycled plant waste as defined in WAC 173-350 as “Type 1 Feedstocks,” “Type 2 Feedstocks,” and/or “Type 3 Feedstocks”. The Contractor shall provide a list of feedstock sources by percentage in the final compost product.

9. The Engineer may evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E “Solvita® Maturity Index”. Fine compost shall score a number 6 or above on the Solvita® Compost Maturity Test. Medium and Coarse compost shall score a 5 or above on the Solvita® Compost Maturity Test.

9-14.4(8)A Compost Submittal Requirements
The Contractor shall submit the following information to the Engineer for approval:

1. The Qualified Products List printed page or a Request for Approval of Material(DOT Form 350-071EF).

2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

3. The Contractor shall verify in writing, and provide lab analyses, that the material complies with the processes, testing, and standards specified in WAC 173-350 and these Specifications. An independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the analysis.

4. A copy of the manufacturer’s Seal of Testing Assurance (STA) certification as issued by the U.S. Composting Council.

9-14.4(8)B Compost Acceptance
Fourteen days prior to application, the Contractor shall submit a sample of the compost approved for use, and a STA test report dated within 90 calendar days of the application, and the list of feed stocks by volume for each compost type to the Engineer for review.

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

9-14.4(10) Vacant

9-14.5 Erosion Control Devices

9-14.5(1) Polyacrylamide (PAM)
PAM is used as a tie-down for soil, compost, or seed, and is also used as a flocculent. Polyacrylamide (PAM) products shall meet ANSI/NSF Standard 60 for drinking water treatment with an AMD content not to exceed 0.05 percent. PAM shall be anionic, linear, and not cross-linked. The minimum average molecular weight shall be greater than 5 mg/mole and minimum 30 percent charge density. The product shall contain at least 80 percent active ingredients and have a moisture content not exceeding 10 percent by weight. PAM shall be delivered in a dry granular or powder form.

9-14.5(2) Erosion Control Blanket
Temporary erosion control blanket shall be made of natural plant fibers. The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the requirements in the following table:

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

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

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

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

9-14.5(2)A Erosion Control Blanket Approval

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

9-14.5(3) Clear Plastic Covering

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

9-14.5(4) Geotextile-Encased Check Dam

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

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

9-14.5(5) Wattles

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

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

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

9-14.5(6) Compost Socks
Compost socks shall consist of extra heavy weight biodegradable fabric, with a minimum
strand thickness of 5 mils. The fabric shall be filled with Coarse Compost. Compost socks
shall be at least 8 inches in diameter. The fabric shall be clean, evenly woven, and free of
encrusted concrete or other contaminating materials and shall be free from cuts, tears,
broken or missing yarns, and be free of thin, open, or weak areas and shall be free of any
type of preservative. Netting material shall have a minimum lifespan of 6 months and a
maximum lifespan of not more than 24 months.

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

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

9-14.5(7) Coir Log
Coir logs shall be made of 100 percent durable coconut (coir) fiber uniformly compacted
within woven netting made of bristle coir twine with minimum strength of 80 lbs tensile
strength. The netting shall have nominal 2 inch by 2 inch openings. Log segments shall have
a maximum length of 20 feet, with a minimum diameter as shown in the Plans. Logs shall
have a minimum density of 7 lbs/ft³.

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

9-14.5(8) High Visibility Fencing
High visibility fence shall be UV stabilized, orange, high-density polyethylene or
polypropylene mesh, and shall be at least 4-feet in height.

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

9-14.6 Plant Materials

9-14.6(1) Description
Bareroot plants are grown in the ground and harvested without soil or growing medium
around their roots.
Container plants are grown in pots or flats that prevent root growth beyond the sides and bottom of the container.

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

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

A. Live branch cuttings shall have flexible top growth with terminal buds and may have side branches. The rooting end shall be cut at an approximate 45 degree angle.

B. Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45 degree angle. Live stakes are cut from one to two year old wood. Live stake cuttings shall be cut and installed with the bark intact with no branches or stems attached, and be ½ to 1½ inch in diameter.

C. Live pole cuttings shall have a minimum 2 inch diameter and no more than three branches which shall be pruned back to the first bud from the main stem.

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

9-14.6(2) Quality
At the time of delivery all plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 and shall conform to the size and acceptable conditions as listed in the Contract, and shall be free of all foreign plant material.

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

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

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

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

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

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

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

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

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

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

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

Plants which have been determined by the Engineer to have suffered damage for the following reasons will be rejected:
1. Girdling of the roots, stem, or a major branch.

2. Deformities of the stem or major branches.

3. Lack of symmetry.

4. Dead or defoliated tops or branches.

5. Defects, injury, and condition which renders the plant unsuitable for its intended use.

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

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

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

1. Name of shipper.

2. Date of shipment.

3. Name of commodity. (Including all names as specified in the Contract.)

4. Consignee and delivery point.

5. State Contract number.

6. Point from which shipped.

7. Quantity contained.

8. Size. (Height, runner length, caliper, etc. as required.)

9. Signature of shipper by authorized representative.

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

All container grown plants shall be handled by the container.

All balled and burlapped plants shall be handled by the ball.
Plant material shall be packed for shipment in accordance with prevailing practice for the
type of plant being shipped, and shall be protected at all times against drying, sun, wind,
heat, freezing, and similar detrimental conditions both during shipment and during related
handling. Where necessary, plant material shall be temporarily heeled in. When transported
in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When
transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover
material.

9-14.6(4) Tagging
Plants delivered as a single unit of 25 or less of the same size, species, and variety, shall be
clearly marked and tagged. Plants delivered in large quantities of more than 25 shall be
segregated as to variety, grade, and size; and one plant in each 25, or fraction thereof, of
each variety, grade, and size shall be tagged.

9-14.6(5) Inspection
The Contracting Agency will make an inspection of plant material at the source when
requested by the Engineer. However, such preliminary approval shall not be considered as
final acceptance for payment. Final inspection and approval (or rejection) will only occur
when the plant material has been delivered to the Project site. The Contractor shall notify the
Engineer, not less than 48 hours in advance, of plant material delivery to the project.

9-14.6(6) Substitution of Plants
No substitution of plant material, species or variety, will be permitted unless evidence is
submitted in writing to the Engineer that a specified plant cannot be obtained and has been
unobtainable since the Award of the Contract. If substitution is permitted, it can be made
only with written approval by the Engineer. The nearest variety, size, and grade, as approved
by the Engineer, shall then be furnished.

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

9-14.6(7) Temporary Storage
Plants stored under temporary conditions prior to installation shall be the responsibility of
the Contractor.

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

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

9-14.6(8) Sod

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

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

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

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

9-14.7 Stakes, Guys, and Wrapping

Stakes shall be installed as shown in the Plans.

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

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

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

9-23.AP9

SECTION 9-23, CONCRETE CURING MATERIALS AND ADMIXTURES
August 1, 2011

9-23.1 Sheet Materials for Curing Concrete

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

9-23.2 Liquid Membrane Forming Concrete Curing Compounds

The first paragraph is revised to read:

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

Section 9-23 is supplemented with the following new sub-sections:
9-23.12 Metakaolin
Metakaolin shall conform to the requirements of AASHTO M 295 Class N including optional chemical requirements as set forth in Table 2 and with a further limitation that the loss on ignition shall be a maximum of 1.5 percent.

9-23.13 Blended Supplementary Cementitious Material
Blended Supplementary Cementitious Material (SCM) shall meet the requirements of ASTM C1697. Blended SCMs shall be limited to binary or ternary blends of fly ash, ground granulated blast furnace slag, microsilica fume, and metakaolin. Fly ash shall meet the requirements of Section 9-23.9. Ground granulated blast furnace slag shall meet the requirements of Section 9-23.10. Microsilica fume shall meet the requirements of Section 9-23.11. Metakaolin shall meet the requirements of Section 9-23.12. The individual SCMs composing the blended SCM shall be individually listed on the WSDOT QPL.

9-23.9 Fly Ash
This section is supplemented with the following new sub-section:

9-23.9(1) Tests and Acceptance
Fly ash may be accepted by the Engineer based on the Manufacture’s Mill Test Report number indicating full conformance to the Specifications. All shipments of the fly ash to the Contractor or concrete supplier shall identify the applicable Mill Test Report Number. The concrete supplier or Contractor shall provide mill test identification on all concrete deliveries.

Fly ash producers, importers/distributors, and suppliers that certify fly ash shall participate in the fly ash acceptance program as described in WSDOT Standard Practice QC 4.

Each mixing facility or plant utilizing fly ash shall be equipped with a suitable means or device for obtaining a representative sample of the fly ash. The device shall enable the sample to be readily taken in proximity to the fly ash weigh hopper and from a container or conveyor holding only fly ash.

Fly ash may be tested using samples taken at the job site by the Engineer for submission to the State Material’s Laboratory for testing.

9-23.10 Ground Granulated Blast Furnace Slag
This section is supplemented with the following new sub-section:

9-23.10(1) Tests and Acceptance
Ground granulated blast furnace slag may be accepted by the Engineer based on the Manufacture’s Mill Test Report number indicating full conformance to the Specifications. All shipments of the ground granulated blast furnace slag to the Contractor or concrete supplier shall identify the applicable Mill Test Report Number. The concrete supplier or Contractor shall provide mill test identification on all concrete deliveries.
Ground granulated blast furnace slag producers, importers/distributors, and suppliers that
certify ground granulated blast furnace slag shall participate in the ground granulated blast
furnace slag acceptance program as described in WSDOT Standard Practice QC 5.

Each mixing facility or plant utilizing ground granulated blast furnace slag shall be equipped
with a suitable means or device for obtaining a representative sample of the ground
granulated blast furnace slag. The device shall enable the sample to be readily taken in
proximity to the ground granulated blast furnace slag weigh hopper and from a container or
conveyor holding only ground granulated blast furnace slag.

Ground granulated blast furnace slag may be tested using samples taken at the job site by
the Engineer for submission to the State Material’s Laboratory for testing.

9-33.AP9
SECTION 9-33, CONSTRUCTION GEOSYNTHETIC
August 1, 2011

9-33.4(1) Geosynthetic Material Approval
The first paragraph is revised to read:

If the geosynthetic source material has not been previously evaluated, or is not listed in the
current WSDOT Qualified Products List (QPL), a sample of each proposed geosynthetic
shall be submitted to the State Materials Laboratory in Tumwater for evaluation.
Geosynthetic material approval will be based on conformance to the applicable properties
from the Tables in Section 9-33.2 or in the Standard Plans or Special Provisions. Approval
information will be provided within 30 calendar days after the sample and required
information for each geosynthetic type have been received at the State Materials Laboratory
in Tumwater. Source approval shall not be the basis of acceptance of specific lots of material
delivered to the Contractor unless the roll numbers of the lot sampled can be clearly
identified as the rolls tested and approved in the geosynthetic approval process.

The second paragraph is deleted.

The third paragraph is supplemented with the following:

Geosynthetic roll number(s)
Geosynthetic lot number(s)

This section is supplemented with the following:

Only geogrid and geotextile products that are listed on the QPL may be used in permanent
geosynthetic retaining wall and reinforced slopes. Minimum requirements for inclusion in
the QPL include evaluation by and compliance with the National Transportation Product
Evaluation Program (NTPEP) in accordance with WSDOT Standard Practice T 925 or
AASHTO Standard Practice PP 66, Standard Practice for Determination of Long-Term
Strength for Geosynthetic Reinforcement.
9-33.4(3) Acceptance Samples

The first paragraph is revised to read:

A satisfactory test report is required when the quantities of geosynthetic materials proposed for use in the following geosynthetic applications are greater than the following amounts:

<table>
<thead>
<tr>
<th>Application</th>
<th>Geosynthetic Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Drainage</td>
<td>100 sq. yd.</td>
</tr>
<tr>
<td>Permanent Geosynthetic Reinforced Slopes and Retaining Walls</td>
<td>All quantities</td>
</tr>
</tbody>
</table>

The third paragraph is revised to read:

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

The fourth paragraph is revised to read:

Acceptance will be based on testing of samples from each lot. A “lot” shall be defined for the purposes of this Specification as all geosynthetic rolls within the consignment (i.e., all rolls sent to the project site) that were produced by the same manufacturer during a continuous period of production at the same manufacturing plant and have the same product name.

The following paragraph is inserted after the fourth paragraph:

Acceptance testing information will be provided within 30 calendar days after the sample and required information for each geosynthetic type have been received at the State Materials laboratory in Tumwater.

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

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

9-33.4(4) Acceptance by Certificate of Compliance

The second row in the table is revised to read:

| Underground Drainage | 100 sq. yd. |

The fifth row in the table is deleted.
SECTION 9-34, PAVEMENT MARKING MATERIAL
January 3, 2011

9-34.1 General
The item 'High VOC Solvent Based Paint' is deleted.

9-34.2 Paint
In the first paragraph, the first sentence is revised to read:

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

9-34.2(1) High VOC Solvent Based Paint
This section is including title is revised to read:

9-34.2(1) Vacant

9-35.AP9
SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS
January 4, 2010

9-35.0 General Requirements
In the first paragraph, the item "Truck Mounted Attenuator" is revised to read "Transportable
Attenuator".

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

Unless otherwise noted, Requests for Approval of Material (RAM) and Qualified Products
List (QPL) submittals are not required.

9-35.12 Truck-Mounted Attenuator
This section including title is revised to read:

9-35.12 Transportable Attenuator
Transportable attenuators are Truck-Mounted Attenuators (TMA) or Trailer-Mounted
Attenuators (TMA-trailer). The transportable attenuator shall be mounted on, or attached to
a host vehicle with a minimum weight of 15,000 pounds and a maximum weight in
accordance with the manufacturer's recommendations. Ballast used to obtain the minimum
weight requirement, or any other object that is placed on the vehicle shall be securely
anchored such that it will be retained on the vehicle during an impact. The Contractor shall
provide certification that the transportable attenuator complies with NCHRP 350 Test level 3
requirements. Lighter host vehicles proposed by the Contractor are subject to the approval
of the Engineer. The Contractor shall provide the Engineer with roll-ahead distance
calculations and crash test reports illustrating that the proposed host vehicle is appropriate
for the attenuator and the site conditions.
The transportable attenuator shall have a chevron pattern on the rear of the unit. The standard chevron pattern shall consist of 4-inch yellow stripes, alternating non-reflective black and retro-reflective yellow sheeting, slanted at 45 degrees in an inverted “V” with the “V” at the center of the unit.

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

9-35.12(1) Truck-Mounted Attenuator
The TMA may be selected from the approved units listed on the QPL or submitted using a RAM.

The TMA shall have an adjustable height so that it can be placed at the correct elevation during usage and to a safe height for transporting. If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

9-35.12(2) Trailer-Mounted Attenuator
The TMA-trailer may be selected from the approved units listed on the QPL or submitted using a RAM.

If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

9-35.12(3) Submittal Requirements
For transportable attenuators listed on the QPL, the Contractor shall submit the QPL printed page or a QPL Acceptance Code entered on the RAM (WSDOT Form 350-071EF) for the product proposed for use to the Engineer for approval. The Contractor shall submit a RAM for transportable attenuators not listed on the QPL.
SPECIAL PROVISIONS

C 3401 – NACHES RAIL TO TRAIL
(Locust Lane to Low Road)

SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2010 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract: General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date) General Special Provision
(******) Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Regions1 date) Region Special Provision
(BSP date) Bridges and Structures Special Provision

General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

<table>
<thead>
<tr>
<th>Regions1</th>
<th>Region Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>Eastern Region</td>
</tr>
<tr>
<td>NCR</td>
<td>North Central Region</td>
</tr>
<tr>
<td>NWR</td>
<td>Northwest Region</td>
</tr>
<tr>
<td>OR</td>
<td>Olympic Region</td>
</tr>
<tr>
<td>SCR</td>
<td>South Central Region</td>
</tr>
<tr>
<td>SWR</td>
<td>Southwest Region</td>
</tr>
<tr>
<td>WSF</td>
<td>Washington State Ferries Division</td>
</tr>
</tbody>
</table>

Bridges and Structures Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Project Specific Special Provisions normally appear only in the contract for which they were developed.
DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(******)
Furnishing all labor, materials, and equipment necessary for the construction of approximately
8,950 LF of hot mix asphalt paved pedestrian pathway beginning on the East side of Locust Lane
and ending at approximately Low Road on the existing old railroad track bed. Work consists of
reshaping the existing track bed, adding crushed rock, compacting, and paving with hot mix
asphalt, signing, striping, decking and adding railing on three timber bridge structures, and other
related work.

The quantities of work indicated in the proposal are to be considered as estimates and are for
comparative bidding purposes only. All payments shall be made on the basis of actual field
measurement of Contract work completed.

FUNDS

(******)
Federal funds are involved in the construction of these improvements.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms “State”, “Department of
Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary
of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to
read “Contracting Agency”.

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

The venue of all causes of action arising from the advertisement, award, execution, and
performance of the contract shall be in the Superior Court of the County where the
Contracting Agency’s headquarters are located.

Additive
A supplemental unit of work or group of bid items, identified separately in the proposal, which
may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
Alternate
One of two or more units of work or groups of bid items, identified separately in the proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Contract Documents
See definition for “Contract”.

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

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

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

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

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

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

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

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

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

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency’s acceptance of the bid.

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

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

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
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;) and Contract Provisions</td>
<td>10</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (22&quot; x 34&quot;) and Contract Provisions</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.
1-02.5 Proposal Forms
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

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

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

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

1-02.6 Preparation Of Proposal

Section 1-02.6 is supplemented with the following:
(August 2, 2004)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.
1-02.7 Bid Deposit

October 1, 2005 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

1-02.9 Delivery of Proposal

(October 24, 2011 APWA GSP)

Delete this section and replace it with the following:

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

The Contracting Agency will not consider Proposals it receives after the time fixed for opening
Bids in the call for Bids.

1-02.13 Irregular Proposals

(March 25, 2009 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or
      is altered;
   c. The completed proposal form contains any unauthorized additions, deletions,
      alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or
      enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
The Proposal form is not properly executed;
The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women’s Business Enterprise Certification, if applicable, as required in Section 1-02.6;
The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:
1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder.
3. Participants in collusion will be restricted from submitting further bids; or
4. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
5. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or
6. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
7. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
9. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
10. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency’s determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)
Revise this section to read:

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

Within _10_ calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within _the_ calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of _10_ additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

Section 1-03.4 is supplemented with the following:

(June 27, 2011)
Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than $ 35,000, a release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.

5. All claims, as provided by law, filed against the Contract Bond have been resolved.
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:
1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

SECTION 1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included.
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05 CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)
Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor’s qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

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.

Add the following new section:

1-05.17 Oral Agreements

(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

SECTION 1-06 CONTROL OF MATERIAL

1-06 Buy America

Section 1-06 is supplemented with the following:

(August 2, 2010)

The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a
manufactured steel material that was produced in one of the 50 States, the District of
Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
   a. Open hearth furnace.
   b. Basic oxygen.
   c. Electric furnace.
   d. Direct reduction.

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

3. Fabrication of the products.
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.
A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

1.06.2(2) Statistical Evaluation of Materials for Acceptance

(******)
Section 1.06.2(2) of the Standard Specifications is deleted.

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 removal to a hospital, or doctor’s care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor’s care.

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

1.07.2 Sales Tax

C 3401 Naches Rail to Trail
The third paragraph of Section 1-07.2 is revised to read:

(June 27, 2011)
The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid.

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

1-07.2  Sales Tax
(January 24, 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(4) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3) describes this exception.

1-07.2(1)  State Sales Tax — Rule 171

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

1-07.2(2)  State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.
For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

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

1-07.2(3) Services

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

1-07.7 Load Limits

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

1-07.9 Wages

Section 1-07.9 is supplemented with the following

(May 11, 2010)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA100001.

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(January 3, 2011)
Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

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

**Women - Statewide**

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until further notice</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

**Minorities - by Standard Metropolitan Statistical Area (SMSA)**

**Yakima, WA:**

**SMSA Counties:**

- Yakima, WA
- WA Yakima.

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

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

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Seattle District Office
1111 Third Avenue, Suite 745
Seattle, WA 98101-3212

Additional information may be found at the U.S. Department of Labor website:
http://www.dol.gov/ofccp/TAguides/ctaguide.htm

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

(Executive Order 11246)

1. As used in these specifications:

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

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

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

   d. Minority includes:

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

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

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

      (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

m. Ensure that seniority practices, job classifications, work assignments and other
personnel practices, do not have a discriminatory effect by continually
monitoring all personnel and employment related activities to ensure that the
EEO policy and the Contractor's obligations under these specifications are
being carried out.
n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

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

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

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

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

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

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

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

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

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

Washington State Dept. of Transportation
Office of Equal Opportunity
PO Box 47314
310 Maple Park Ave. SE
Olympia WA
98504-7314
Ph: 360-705-7090
Fax: 360-705-6801
http://www.wsdot.wa.gov/equalopportunity/default.htm
(July 11, 2011)

Disadvantaged Business Enterprise Condition of Award Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 applies to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation quarterly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a condition of award and Bids/Proposals will not be rejected or considered non-responsive on that basis.

DBE Goals

No DBE goals have been assigned as part of this Contract.

Affirmative Efforts to Solicit DBE Participation

DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

2. A Directory of Certified DBE Firms denoting the Work the DBE Contractors are certified to perform is available at: www.omwbe.wa.gov/certification/index.shtml. The directory provides a plain language description of the Work that the listed DBEs have been certified by the Office of Minority and Women’s Business Enterprises (OMWBE) to perform.

3. Establish delivery schedules that encourage participation by DBEs and other small businesses.

4. Participate with a DBE as a joint venture.

DBE Eligibility/Selection of DBEs for Reporting Purposes Only

Contractors may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed.

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as “race neutral” participation and shall be reported as such.
Crediting DBE Participation for Reporting Purposes

Joint Venture
When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

DBE Prime Contractor
A DBE prime Contractor may 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.

DBE Subcontractor
When a DBE firm participates as a Subcontractor only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE.
  - However, you may not take credit for supplies, materials, and equipment the DBE Subcontractor purchases or leases from the prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the prime Contractor or its affiliates shall not be credited.
- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Contracting Agency. The arrangement must not impact a DBE firm’s ability to perform a commercially useful function.
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE’s lower tier Subcontractor is also a DBE.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, so long as it is a distinct clearly defined portion of the Work that the DBE is performing with its own forces.
Trucking

Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.

2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.

3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement #3 a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.

5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. Provided the DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company.

6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:

   a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser’s name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)

   b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements.)
7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

Expenditures paid to other DBEs
Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

Manufacturer
You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract.

In order to receive credit as a DBE manufacturer, the firm must have received an “on-site” review and been approved by WSDOT-OEO to operate as a DBE Manufacturing firm. To schedule a review, the manufacturing firm must submit a written request to WSDOT/OEO. Once the Office of Equal Opportunity has received the request in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers may be obtained from WSDOT OEO.

Regular Dealer
You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

1. The firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or Contract-by-Contract basis.
3. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

Regular dealer status is granted on a Contract-by-Contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to WSDOT/OEO. Included in the request shall be a full description of the project, the type of business operated by the DBE and the manner the DBE will operate as a regular dealer on this specific Contract. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2. Once the request is reviewed the DBE supplier requesting it will be notified in writing whether regular dealer status was approved. DBE firms that are approved as regular dealers for a Contract will be listed on the WSDOT Internet Homepage at: www.wsdot.wa.gov/biz/contact/. Bidders may also request confirmation of the DBE supplier’s approval to operate as a regular dealer on a specific Contract by contacting the Office of Equal Opportunity, Washington State Department of Transportation at P.O. Box 47314, Olympia, WA 98504-7314 or by phone at (360) 705-7085.

Materials or Supplies Purchased from a DBE
With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies

2. Fees or transportation charges for the delivery of materials or supplies. In either case, you may not take credit for any part of the cost of the materials and supplies.

3. Use of two party checks must be approved by the Contracting agency in advance of their use.

Commercially Useful Function (CUF)
In any case, you may only take credit when the associated DBE is performing a commercially useful function.

- A DBE performs a commercially useful function when it is responsible for execution of the Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract for example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material.
A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

Procedures Between Award and Execution

After award of the Contract, the successful Bidder shall provide additional information as described below. Failure to comply may result in the forfeiture of the Bidder’s Proposal bond or deposit.

A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not.

Include the correct business name, federal employer identification number (optional) and a mailing address.

The firms identified by the Contractor may be contacted to solicit general information as follows:

1. Age of the firm.
2. Average of its gross annual receipts over the past three-years

Procedures after Execution

Reporting

Quarterly Report of Amounts Credited as DBE Participation

Form #422-102

The Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation (form #422-102) on a quarterly basis for any calendar quarter in which DBE Work is accomplished or upon completion of the project, as appropriate. This is a record of payments to the DBE that the Contractor is taking credit for as DBE participation. The dollars reported as specified in the Contract Provision Counting DBE Participation for Reporting Purposes section of this specification.

In the event that the payments to a DBE have been made by an entity other than the prime Contractor (as in the case of a lower-tier Subcontractor or supplier), then the prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

Payment

Compensation for all costs associated with complying with the conditions of this specification shall be included in payment for the associated Contract items of Work.
Prompt Payment

Prompt payment to all subcontractors shall be in accordance with section 1-08.1(1) of these contract specifications.

Damages for Noncompliance

The Contractor 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 Contracts, which contain funding assistance from the United States Department of Transportation. 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 Contracting Agency deems appropriate.

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(March 13, 1995)

Required Federal Aid Provisions

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

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

1-07.13 Contractor's Responsibility For Work

1-07.13(4) Repair of Damage

(August 6, 2001)

Repair of Damage

Section 1-07.13(4) is revised to read:
The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.17 Utilities and Similar Facilities

(April 2, 2007)
Utilities and Similar Facilities
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 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:

All utility relocation work has been completed, however adjustments will be performed by the various utilities if required during progression of work.

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:

Call Before You Dig One Call Center 1-800-424-5555
Pacific Power & Light Co. 500 N Keys Road, Yakima, WA 98901 (509) 575-3158
Frontier Communications 320 E. Penny Rd., Wenatchee, WA 98801 (509) 663-4688
J and N Cable 614 S. Columbus Ave., Goldendale, WA 98620 (509) 773-5359
South Naches Irrigation Dist. (509) 949-9704
Or (509) 452-1455
Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements
A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best’s Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

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

D. The insurance policies shall contain a “cross liability” provision.

E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.

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

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

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

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

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

1-07.18(2) Additional Insured
All insurance policies, with the exception of Professional Liability and Workers Compensation,
shall name the following listed entities as additional insured(s):
  ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
    volunteers
  ▪ Huibregtse, Louman Associates

The above-listed entities shall be additional insured(s) for the full available limits of liability
maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
whether such limits maintained by the Contractor are greater than those required by this
Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors
Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance
The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
endorsements for each policy of insurance meeting the requirements set forth herein when the
Contractor delivers the signed Contract for the work. The certificate and endorsements must
conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
copy of any blanket additional insured clause from its policies instead of a separate
endorsement. A statement of additional insured status on an ACORD Certificate of
Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits
The insurance shall provide the minimum coverages and limits set forth below. Providing
coverage in these stated minimum limits shall not be construed to relieve the Contractor from
liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
and are subject to approval by the Contracting Agency. The cost of any claim payments falling
within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the
work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to
which this specified coverage responds)

Such policy must provide the following minimum limits:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products & Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

$1,000,000 Each Accident
$1,000,000 Disease - Policy Limit
$1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such
policy(ies) must provide the following minimum limit:

$1,000,000 combined single limit

1-07.18(5)C Workers’ Compensation

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

1-07.23 Public Convenience And Safety
(April 2, 2007)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor’s operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor’s nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-07.24 Rights Of Way

(October 1, 2005 APWA GSP)

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

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.
Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued Addendum.

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

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

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

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

SECTION 1-08 PROSECUTION AND PROGRESS

1-08 Prosecution and Progress
Add the following new section:

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

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998)

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

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

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

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

1-08.1(I) Subcontract Completion and Return of Retainage Withheld

This section is revised to read:

(June 27, 2011)
The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements
1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor’s interest therein.

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor’s Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor’s work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:

   a. Withholding of payments until the Prime Contractor or Subcontractor complies

   b. Failure to comply shall be reflected in the Prime Contractor’s Performance Evaluation

   c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

   d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions
This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.
Payment
The Contractor will be solely responsible for any additional costs involved in paying
retainage to the Subcontractors. Those costs shall be incidental to the respective Bid
Items.

1-08.4 Notice to Proceed and Prosecution of the Work
(October 1, 2005 APWA GSP)

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

1-08.5 Time For Completion
(March 13, 1995)
Section 1-08.5 is supplemented with the following:
The project shall be physically completed in 45 working days, with all HMA paving to be
completed within the first 30 working days.

1-08.5 Time for Completion
(June 28, 2007 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. Within
10 calendar days after the date of each statement, the Contractor shall file a written protest of
any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in
sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   d. Final Contract Voucher Certification
   e. Property owner releases per Section 1-07.24

1-08.6 Suspension of Work

Section 1-08.6 is supplemented with the following:

(August 7, 2006)

Contract time may be suspended for verification of HMA mix designs or for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 30 calendar days after execution by the Contracting Agency, submit all HMA mix designs according to section 5-04.3(7)A or place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide a copy of the completed DOT Form 350-042 indicating the date the mix design was submitted, or 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 mix design verification or procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the mix design verification or materials procurement are critical activities, and if the Contractor has provided documentation that mix designs are submitted or purchase orders are placed for the critical materials within the prescribed 30 calendar days, then contract
time shall be suspended upon physical completion of all critical work.

Charging of contract time will resume upon the Contractors’ receipt of a mix design verification report, delivery of the critical materials to the Contractor, notification that the critical materials are ready for delivery to the Contractor from the Contracting Agency's Materials Laboratory, or 10 calendar days after execution by the Contracting Agency, whichever occurs first.

No additional Procurement Suspension will be provided if the Contractors HMA mix designs did not verify and are resubmitted.

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments
(October 10, 2008 APWA GSP)

Revise the first paragraph to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to $20,000, the Contractor shall submit a breakdown of their lump sum price in sufficient detail for the Project Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Project Engineer no later than the date of the preconstruction conference.

Delete the third paragraph and replace it with the following:

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.
The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer’s determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor’s lump sum breakdown for that item.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1);

2. The amount of Progress Payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

Payments will be made by warrants, issued by the Contracting Agency’s fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

1-09.9(1) Retainage

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

(June 27, 2011)

Vacant

1-09.13(3) Claims $250,000 or Less

(October 1, 2005 APWA GSP; may be used on FHWA-funded projects)

Delete this Section and replace it with the following:
The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)

Revised 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 are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description
(******)

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

Before beginning any clearing, grading, sloping or placing embankment material along U.S. 12, the Contractor shall obtain and follow all conditions included in a General Access Permit from the Washington State Department of Transportation.

1-10.2 Traffic Control Management

1-10.2(1) General
(December 1, 2008 WSDOT GSP)

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

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

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

(******)

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)
(August 2, 2004 WSDOT GSP)

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

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(March 13, 1995)
Clearing and grubbing on this project shall be performed within the following limits:

The Contractor shall clear and grub as staked unless otherwise directed by the Engineer. The Contractor shall remove and dispose of all existing shrubs, trees, etc whether or not they are shown on the plans. Those areas identified on the Plans as having construction easements shall only be cleared as needed for improvements.
2-01.2(1) Disposal Method No. 1 – Open Burning

Section 2-01.2(1) is deleted and replaced with the following:

(******)
No open burning will be allowed on this project.

2-01.2(3) Disposal Method No. 3 – Chipping

Section 2-01.2(3) is deleted and replaced with the following:

(******)
Chipping shall be done by machines that can grind debris into wood chips. Wood chips to be sold or disposed of outside of this project may be any size. Wood chips to be used within the project site shall be no larger than 6 square inches and no thicker than 1/2-inch. The Contractor may spread the unsold chips evenly on the fill slopes only, and tractor walk them into the ground to the satisfaction of the Engineer.

2-01.5 Payment

Section 2-01.5 is revised as follows:

(******)
There shall be no payment for roadside cleanup. Any work performed for roadside cleanup shall be incidental to the Bid Item “Clearing and Grubbing” per Lump Sum, and no further payment shall be made.

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3(14) Embankment Construction

2-03.3(14)C Compacting Earth Embankments

Compacting embankments and excavations shall be by Method "C" as specified under Section 2-03.3(14)C of the Standard Specifications.

2-03.4 Measurement

Section 2-03.4 of the Standard Specifications is deleted and replaced with the following:

(******)
Only one determination of the original ground elevations shall be made on this project. Measurement for roadway excavation and embankment shall be based on the original ground elevations recorded previous to the award of this Contract and the alignment, profile, grade, and roadway section as shown on the plans and as staked by the Engineer. Control stakes shall be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.
If discrepancies are discovered in the ground elevations, which will materially affect the quantities of earthwork, the original computations of earthwork shall be adjusted accordingly.

Earthwork quantities shall be computed either manually or by means of electronic data processing equipment, by use of the average end area method.

Copies of the ground cross-section notes shall be available for the bidder's inspection, before the opening of bids, at the office of the County Engineer. Upon award of the Contract, copies of the original ground cross-sections shall be furnished to the successful bidder on request to the County Engineer.

2-03.5 Payment

Section 2-03.5 of the Standard Specifications is deleted and replaced with the following:

(*****)
The Contract Price for "Pathway Excavation and Grading," per Lump Sum, shall be full compensation for all labor, equipment, tools, and materials necessary to excavate, load, haul, place, compact, shape, or otherwise dispose of the materials including existing hot mix asphalt pavements, and any other work required to complete this item as specified and no further payment shall be made.

No separate payment shall be made for embankment compaction and all costs to perform this work as required shall be included in the Bid Price per Lump Sum for "Pathway Excavation and Grading"

SECTION 2-07 WATERING

Section 2-07 is deleted and replaced with the following:

(*****)
The Contractor shall be solely responsible for dust control on this project and shall protect the motoring public, adjacent homes, orchards and crops from damage due to dust, by whatever means necessary. The Contractor shall be responsible for any claims for damages and shall protect the County from any and all such claims.

When directed by the Engineer, the Contractor shall provide water for dust control within two hours of such order and have equipment and manpower available at all times including weekends and holidays to respond to orders for dust control measures.

If County forces are required to respond to a dust control problem, the Contractor shall be charged liquidated damages to offset County expenditures. For each time that the County is required to provide dust control measures, the Contractor shall be assessed damages in the amount of $500.00, which shall be deducted from any moneys due the Contractor under this contract.
Payment for water used for dust control, compaction, processing of base course and top course, and other work shall be included in the other Bid Items involved, and no further payment shall be made.

DIVISION 3
PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

SECTION 3-01 PRODUCTION FROM QUARRY AND PIT SITES
(*****)
3-01.2 Material Sources, General Requirements

This section is supplemented with the following:

No source has been provided for any aggregate or dirt or other materials necessary for the construction of this improvement.

The Contractor shall make his own arrangements to obtain the necessary materials at his own expense, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

(*****)
3-01.4 Contractor Furnished Material Sources

If the sources of materials provided by the Contractor necessitate hauling over roads other than County roads, the Contractor shall at his own expense, make all arrangements for the use of the haul routes.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04 HOT MIX ASPHALT

5-04.2 Materials

This section is supplemented with the following:

The grade of asphalt binder that shall be used for this project is: PG 64-28.

5-04.3(2) Hauling Equipment

This section is supplemented with the following:
Sufficient numbers of trucks shall be provided by the Contractor to assure a continuous paving operation at proper HMA mix temperatures. Paving operations shall not proceed until hauling equipment sufficient to assure continuous operations is provided.

5-04.3(5)D Soil Residual Herbicide

This section is supplemented with the following:

Revise the third sentence of paragraph 1 as follows:

"Paving shall begin within 24 hours after application of the herbicide. The Contractor shall reapply the herbicide at no additional cost to the Owner as required until this time frame is met."

5-04.3(7)A Mix Design

This section is supplemented with the following:

The Contractor may submit for acceptance an approved WSDOT mix design for the class of HMA specified in the contract if the mix design has been approved within the previous twelve month period using aggregate and asphalt binder from the same sources. The Contractor shall provide the mix design to the Consultant at least fifteen (15) working days prior to any paving.

Delete Paragraph 1 in Subsection 2. Statistical or Nonstatistical Evaluation. The Subcontractor shall be responsible for the verification of the mix design.

5-04.3(8)A Acceptance Sampling and Testing

Section 5-04.3(8) A shall be deleted

5-04.3(9) Spreading and Finishing

Section 5-04.3(9) shall be supplemented with the following:

5-04.3(9)A Materials Transfer Device

A materials transfer device (MTD) shall be required to deliver the hot mix asphalt from the hauling conveyance to the paving machine.

Material transfer devices may be self-propelled vehicles, pickup machines, or other devices that provide additional mixing and holding capacity of hot mix asphalt. Other that pickup machines, transfer devices shall have a minimum 18 ton holding and mixing capacity either on the paver, the device itself, or a combination of both.
Prior to use, the manufacturer and model number of the transfer equipment shall be submitted to the Engineer for review and approval. All costs to incorporate the MTD into the paving train shall be included in the unit contract prices for the associated bid items.

5-04.3(10) Compaction

5-04.3(10)B Control

(*****)

The first paragraph of Section 5-04.3(10)B of the Standard Specifications is deleted and replaced with the following:

HMA used in traffic lanes, including lanes for ramps, truck climbing, weaving, and speed change, and having specified compacted course thickness greater than 0.10 foot, shall be compacted to a specified level relative density. The specified level of relative density shall be a minimum of 91.0 percent of the reference maximum density as determined by WSDOT for AASHTO T 209. The reference maximum density shall be determined as the moving average of the most recent five determinations for the lot of asphalt concrete being placed. The specified level of density attained will be determined by five nuclear gauge tests taken in accordance with WAQTC FOP TM8 and WSDOT SOP T 729 on the day the mix is placed (after completion of the finish rolling) at locations determined by the stratified random sampling procedure conforming to WSDOT Test Method 716 within each density lot. The quantity represented by each density lot will be no greater than a single day's production or approximately 400 tons, whichever is less. The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field by 7:00 a.m. the morning of the next workday after testing, or for nighttime work within four hours after the beginning of the next paving shift.

The last paragraph of Section 5-04.3(10)B of the Standard Specifications is deleted and replaced with the following:

In addition to the randomly selected locations for tests of density, the Engineer may also isolate from a normal lot any area that is suspected of being defective in relative density. Such isolated material will not include an original sample location. A minimum of 5 randomly located density tests will be taken. The isolated area then will be evaluated for price adjustment in accordance with the price reduction formula in the Special Provisions, considering it as a separate lot.

Control lots not meeting the minimum density standard shall be removed and replaced with satisfactory material. At the option of the Engineer, noncomplying material may be accepted at reduced price as computed below.

**FACTORS INVOLVED:**

**Quantity of HMA involved** (from Compaction Control Report)
Percent compaction (from Compaction Control Report)

Pay adjustment factor (see table below)

Liquid asphalt used = Percent liquid asphalt from "Amount Ordered" or "Calculated from Production" (whichever is less) from Daily Report of Asphalt Plant Operations (when producing from a commercial plant, always use the "Amount Ordered")

Price liquid asphalt = Invoice price f.o.b. job site (if invoice unavailable then use average monthly refinery price.)

Unit Contract Price (from Contract Proposal)

CALCULATION PROCEDURE:

Equations: \[ PA = Q \times AUCP \times PAF \]
\[ AUCP = UCP - VLA \]
\[ VLA = PLA \times RLAU \]
\[ RLAU = LAU/100 \]

PA = Price adjustment
UCPA = Unit contract price adjustment
Q = Quantity HMA involved
AUCP = Adjusted unit contract price
PAF = Pay adjustment factor
UCP = Unit contract price
VLA = Value liquid asphalt
PLA = Price liquid asphalt
RLAU = Rate liquid asphalt used
LAU = Liquid asphalt used

EXAMPLE:
\[ Q = 200 \text{ tons} \]
Percent compaction = 90.5
LAU = 5.0%
UCP = $25.00/ton
PLA = $200.00/ton f.o.b. job site
PAF = 0.05
RLAU = LAU/100
\[ = 5.0/100 \]
RLAU = 0.05 ton/ton
VLA = PLA \times RLAU
\[ = $200.00/ton \times 0.05 \text{ ton/ton} \]
VLA = $10.00/ton
AUCP = UCP - VLA
   = $25.00/ton - $10.00/ton
AUCP = $15.00/ton

PA = Q x AUCP x PAF
   = 200 ton x $15.00/ton x 0.05
PA = $150.00

UCPA = PA/Q
   = $150.00/200 ton
UCPA = $0.75/ton

**PAY ADJUSTMENT FACTOR**

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5-04.3(13) **Surface Smoothness**

This section is supplemented with the following:

Where directed by the Consultant, the Contractor shall feather the HMA pavement in a manner to produce a smooth-riding connection to the existing pavement.

HMA CI. 3/8-inch shall be utilized in the construction of the feathered connections to existing pavement.

All costs and expenses in connection with providing and placing material, and feathering the hot mix asphalt pavement shall be included in the lump sum price for the project.

5-04.3(15) **HMA Road Approaches**

This section is supplemented with the following:

Grades from the edge of pavement to existing driveways (road approaches) shall be constructed to provide safe ingress and egress and shall be constructed of materials in kind as shown on the plans.

All transitions to existing asphalt concrete and cement concrete driveways, curb, asphalt thickened edge for gutter, and walkways shall be vertically sawcut at least two (2) inches with straight, uniform edges. Existing asphalt pavement may be cut with a wheel,
provided the wheel cut is full depth and no damage occurs to the pavement which is to remain.

5-04.3(19) Sealing of Pavement Surfaces

This section is supplemented with the following:

Revise the first sentence to read: "The Contractor shall apply a fog seal to the pathway and allow it to cure prior to opening the path to traffic, when the pavement is placed after October 1 and before April 1."

Add the following:

Fog seal shall be 0.08 gallons per square yard of CSS-1. The cost of providing and applying the fog seal shall be included in the contract price bid for the project.

5-04.5(1) Quality Assurance Price Adjustments

Section 5-04.5(1) shall be deleted.

5-04.5(1) A Price Adjustment for Quality of HMA

Section 5-04.5(1)A shall be deleted.

5-04.5(1) B Price Adjustment for Quality of HMA Compaction

Section 5-04.5(1)B shall be deleted.

DIVISION 6
STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

6-01.6 Load Restrictions on Bridges Under Construction

Section 6-01.6 is supplemented with the following:

(******)
The Contractor shall request and receive approval for all vehicles and equipment prior to being placed or driven over the three timber bridges on this project. During placement of HMA on bridges, truck loads of asphalt will be limited to only half a load.

6-04.4 Measurement

Section 6-04.4 is supplemented with the following:
Bridge decking and preparation will be measured by the square yard determined by field measurement of the finished structure.

Bridge railing will be measured by the linear foot determined by field measurement of the finish structure for each side of each bridge.

6-04.5 Payment

Section 6-04.5 is supplemented with the following:

"Bridge Decking and Preparation" per square yard

The unit Contract price per square yard for "Bridge Decking and Preparation" shall be full pay for preparing and constructing the deck for paving including the removal and salvaging of existing timber curbs, removal and replacement of six damaged or deteriorated cross ties, removal, countersinking and installing new tie to stringer connections, furnish and install pressure-treated edge timbers, furnish and install pressure-treated decking, and installing an asphalt impregnated non-woven geotextile waterproof membrane, "Petromat" or approval equal.

"Bridge and Approach Railing" per linear foot.

The unit Contract price per linear foot for "Bridge and Approach Railing" shall be full pay for the furnishing and constructing the bridge railing including all labor, equipments, tools, and materials necessary for the work as detailed and noted in the plans.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

SECTION 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

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

Section 8-01.3 of the Standard Specifications is supplemented with the following:

The ESC Lead shall be responsible for all submittals required for the Construction Storm Water permit through the life of the contract. The County will assume responsibility once the contract is complete.

8-01.4 Measurement

Section 8-01.4 of the Standard Specifications is revised with the following:

No specific unit of measurement will be used for temporary erosion control work.
8-01.5 Payment

Section 8-01.4 of the Standard Specifications is revised with the following:

("*****")

"Temporary Erosion Control" per force account.

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 DESCRIPTION

Add the following:

The new wire fence for this project shall be identical to the WSDOT, Type 1 wire fence, except the top two strands shall be smooth wire and not barbed wire.

8-12.5 PAYMENT

This section is replaced with the following:

The unit price bid for "Wire Fence", per linear foot, shall be full compensation for all labor, materials, equipment and incidental costs required to furnish and install the wire fence including clearing, grading, furnishing and installing the fencing complete in place, all as shown on the Drawings and as specified herein.

8-21 PERMANENT SIGNING

8-21.2 Materials

("*****")

Section 8-21.2 is supplemented with the following:

Sign reflective background sheeting material shall be Type III for regulatory signs and Type II for all other signs.

8-21.3(12) Steel Sign Posts

("*****")

Section 8-21.3(12) is supplemented with the following:

Signs shall be supported on 2 1/4" square, "Unistrut" steel tube similar to Type ST-1 Sign Support detail on WSDOT Standard Plan G-24.50.00. Sign placement per WSDOT Standard Plan G-20.10-00.

8-26 PATHWAY ACCESS BOLLARDS (New Section)
8-26.1 Description

The work under this item includes the installation of miscellaneous project amenities including: lockable, removable bollards.

8-26.2 Materials

The Contractor shall furnish lockable removable bollards as detailed in the plans for installation at various locations along the pathway.

Cast-in-place concrete for embedment of bollard sleeves shall conform to Section 8-14.

8-26.3 Construction Requirements

Furnish, fabricate and install bollard assemblies is the same manner as done on previous sections of pathway. Remove all sharp edges from entire assembly. Protect galvanized coatings from damage. Position site improvement features in the locations indicated on the drawings and as directed by the Engineer.

8-26.4 Measurement

Unit of measurement for the contract item "Bollard" will be per each.

8-26.5 Payment

"Bollard" per each.

The Contract unit price per each for "Bollard" shall be full pay for all labor, materials, tools, equipment and incidental costs required to furnish and install each bollard improvement including clearing, grading, concrete, anchors, bolts, assembly, complete in place, all as shown on the Drawings and as specified herein.

DIVISION 9
MATERIALS
SECTION 9-28 SIGNING MATERIALS AND FABRICATION

9-28.1(2) Inspection

Section 9-28.1(2) is deleted and replaced with the following:

(***)

The Engineer shall inspect the completed signs on the jobsite before the installation of the signs. An approved by Yakima County decal shall be affixed to the blank side of each sign with the exception of doubled-faced signs which do not receive decals or fabricators stickers. Signs without the approved decal shall not be installed on the project.

STANDARD PLANS
January 3, 2011

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective January 3, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

B-10.20 and B10.40
Substitute “step” in lieu of “handhold” on plan

C-1
Note 6 is revised as follows: Type 1- is replaced with a blank (fill-in) following Type _-

C-1b
Note 5 is revised as follows: Type 1- is replaced with a blank (fill-in) following Type _-

C-3, C-3B, C-3C
Note 1 is revised as follows: replace reference F-2b with F-10.42

C-5
Note 1. Attach guardrail to bridge rail or concrete barrier with 7/8” diameter high strength bolts Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

Is revised as follows:
Attach guardrail to bridge rail or concrete barrier with 7/8” diameter bolts per Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.

C-7
Note 2. Attach guardrail to bridge rail or concrete barrier with 7/8” diameter high strength bolts (Standard Spec. 9-06.5(4)), with thin slab ferrule inserts or resin bonded anchors. See Contract Plans.
Is revised as follows:
Attach guardrail to bridge rail or concrete barrier with 7/8” diameter bolts (5 MIN.)
per Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See
Contract Plans.

C-7a
Note 1. Attach guardrail to bridge rail or concrete barrier with 7/8” diameter high strength
bolts (Standard Spec. 9-06.5(4)), with thin slab ferrule inserts or resin bonded anchors. See
Contract Plans.

Is revised as follows:
Attach guardrail to bridge rail or concrete barrier with 7/8” diameter bolts (5 MIN.) per
Standard Spec. 9-06.5(4), with thin slab ferrule inserts or resin bonded anchors. See
Contract Plans.

C-14a
SECTION B, callout – 1½” PVC CONDUIT (TYP.) is revised to read: 1¼” PVC CONDUIT
(TYP.) callout (mark) 8 #9 ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 ~ 36” (TYP.)
EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~
36” (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36” (TYP.)

C20.40
Plan View, Remove (Cases 19A & B-31) (Case 20-31) (case 21-31) from the span
dimension

D-3
Sheet 1, Key Note 1, the term “Low Survivability” is revised to “Moderate Survivability”

D-3b
Key Note 7, reference D-3a is revised to D-3.10
TYPICAL SECTION, lower left corner, reference D-3a is revised to D-3.10

D-3c
Key Note 7, reference D-3a is revised to D-3.10
TYPICAL SECTION, lower left corner, references (2x) D-3a are revised to D-3.10

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

G-24.60
ELEVATION, upper left corner, callout W6x12 STEEL SIGN POST (TYP.) is revised to
read: STEEL SIGN POST (TYP.)-(See Contract Plans for Post Sizes) ELEVATION, upper
center, callout Steel Sign Post~ (W6x12 through W10x26~See Contract) is revised to read:
Steel Sign Post (Typ.)-(See Contract Plans for Post Sizes)
Both Elevations, dimension for “post height” should be to the top of the post not the sign.

J-1f
Note 2, reference to J-7d is revised to J-15.15

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C…” is revised to read:

“SEE STANDARD PLAN J-10.10…”

J-7c
Note 3, reference to J-7d is revised to J-15.15

J-10.10
Sheet 1, Plan Note 11. If the slope is 3H:1V or steeper, special considerations may be necessary for safety reasons. Easier access using a stairway may be used. See Plan Sheet Library RD-15 for details. Coordinate with Maintenance and Project Engineer.

Is revised to read as follows:
If the slope is 3H:1V or steeper, special considerations may be necessary for safety reasons. Easier access using a stairway may be prudent. Contact WSDOT Bridge and Structures office for stairway design.

J-16b
Key Note 1, reference to J-16a is revised to J-40.36

J-16c
Key Note 1, reference to J-16a is revised to J-40.36

J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625” is revised to 1.8125”
Dimension 2.375” is revised to 2.1875”

J-21.10
Sheet 1, Detail C, callout 4-3/4” x 2’-6” Anchor Bolt (Typ.)~ASTM A-307 or F 1554 GR 36 (See Note 4) is revised to 3/4” x 2’-6” Anchor Bolt (Typ. of 4)~ASTM A-307 or F 1554 GR 36 (See Note 4)

Sheet 2, Detail F, callout 3-3/4” x 2’-6”x4” Anchor Bolt (Typ.)~ASTM A-307 or F 1554 GR 36 (See Note 4) is revised to 3/4” x 2’-6” Anchor Bolt (Typ. of 3)~ASTM A-307 or F 1554 GR 36 (See Note 4)

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

L-20.10, Sheet 1
Delete all references to tension cable and substitute tension wire.
Add knuckled selvage is required on the top edge of the fence fabric.

L-20.10, Sheet 2
Delete all references to tension cable and substitute tension wire.
All rope thimbles, wire rope clips and seizing are not required.

L-30.10, Sheet 1
Delete all references to tension cable and substitute tension wire.

L-30.10, Sheet 2
Delete all references to tension cable and substitute tension wire.
All rope thimbles, wire rope clips and seizing are not required.

M-1.60
COLLECTOR DISTRIBUTOR ROAD OFF- CONNECTION, taper dimensions of 225’ MIN. is changed to 300’ MIN.

M-65.10
PERSPECTIVE VIEW, add dim. “SEE NOTE 1” to right side of PERSPECTIVE VIEW.
To clarify that the requirement must be met on both sides of the roadway

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

A-10.10-00......8/07/07 A-30.35-00......10/12/07 A-50.20-01......9/22/09
A-10.20-00......10/05/07 A-40.00-00......8/11/09 A-50.30-00......11/17/08
A-10.30-00......10/05/07 A-40.10-01......8/11/09 A-50.40-00......11/17/08
A-20.10-00......8/31/07 A-40.15-00......8/11/09 A-60.10-01......10/14/09
A-30.10-00......11/08/07 A-40.20-00......9/20/07 A-60.20-01......8/11/09
A-30.15-00......11/08/07 A-40.50-00......11/08/07 A-60.30-00......11/08/07
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Required Contract Provisions Federal-Aid Construction Contracts
FHWA-1273 Electronic Version – March 10, 1994

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments
A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   - Section I, paragraph 2;
   - Section IV, paragraphs 1, 2, 3, 4, and 7;
   - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:
   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b. The contractor will accept as his operating policy the following statement:

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have
the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful
minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

   a. The records kept by the contractor shall document the following:
      1. The number of minority and non-minority group members and women employed in each work classification on the project;
      2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
      3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
      4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. **NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

   a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

   b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color,
religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records
accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

2. the additional classification is utilized in the area by the construction industry;

3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period
that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

   a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate)
specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. **STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

   a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

   b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the
labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1928) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

16
X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
b. The certification in this clause is a material representation of fact upon which
reliance was placed when this transaction was entered into. If it is later determined
that the prospective lower tier participant knowingly rendered an erroneous
certification, in addition to other remedies available to the Federal Government, the
department, or agency with which this transaction originated may pursue available
remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the
person to which this proposal is submitted if at any time the prospective lower tier
participant learns that its certification was erroneous by reason of changed
circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary
excluded," as used in this clause, have the meanings set out in the Definitions and
Coverage sections of rules implementing Executive Order 12549. You may contact
the person to which this proposal is submitted for assistance in obtaining a copy of
those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should
the proposed covered transaction be entered into, it shall not knowingly enter into
any lower tier covered transaction with a person who is debarred, suspended,
declared ineligible, or voluntarily excluded from participation in this covered
transaction, unless authorized by the department or agency with which this
transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that
it will include this clause titled "Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without
modification, in all lower tier covered transactions and in all solicitations for lower tier
covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective
participant in a lower tier covered transaction that is not debarred, suspended,
ineligible, or voluntarily excluded from the covered transaction, unless it knows that
the certification is erroneous. A participant may decide the method and frequency by
which it determines the eligibility of its principals. Each participant may, but is not
required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a
system of records in order to render in good faith the certification required by this
clause. The knowledge and information of participant is not required to exceed that
which is normally possessed by a prudent person in the ordinary course of business
dealings.
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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
AMENDMENT
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)

Section I, General, is supplemented with the following:

7. Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

“(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.”

The Contractor shall include the following provision in all contracts, subcontracts, and other contracts for services for an ARRA funded project:

“Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.”

“Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.”

Under Section II, Paragraph 8b is revised as follows:

The reference to 49 CFR 23 is revised to read 49 CFR 26.

Under Section II, Paragraph 8b is supplemented with the following:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
Under Section II, in accordance with standard specification 1-08.1(1) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its sub-recipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

Under Section IV, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

Under Section V, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section V, Paragraph 2a is revised by deleting "helpers".

Amendment to Form FHWA 1273
Revised March 26, 2009

2
Under Section V, Paragraph 2b, the first sentence is revised to read:

"The payroll records shall contain the name and an individually identifying number (e.g., the last four digits of the employees social security number) for each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Payrolls shall not include the full social security number and home address of covered workers. Contractors and subcontractors shall maintain the full social security number and home address of each covered worker and shall provide them to the SHA upon request."

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Section VI, Records Of Material, Supplies, And Labor, is deleted
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:  
8/31/2011  

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<th>Job Classification</th>
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8/5/2011
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<td>Fabricated Precast Concrete Products</td>
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<td>Heat &amp; Frost Insulators And Asbestos Workers</td>
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<td>Cleaner Operator, Foamer Operator</td>
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<td>Air, Gas Or Electric Vibrating Screed</td>
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<td>Change House Or Dry Shack</td>
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<td>Concrete Saw Operator/core Driller</td>
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<td>7A 2Y</td>
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<td>Demolition: Wrecking &amp; Moving (incl. Charred Material)</td>
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<td>7A 2Y</td>
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<td>Ditch Digger</td>
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<td>Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air &amp; Water On Concrete &amp; Rock, Sandblast, Gunite, Shotcrete, Water Bla</td>
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<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Dozers D-9 &amp; Under</td>
<td>$49.48</td>
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<td>Power Equipment Operators</td>
<td>Rigger And Bellman</td>
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<td>Power Equipment Operators</td>
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</table>
| Location  | Description                                                                 | Rate  | Hours | Rate Code | Rate Code
|-----------|------------------------------------------------------------------------------|-------|-------|-----------|-----------
<p>| Yakima    | Power Equipment Operators Roller, Other Than Plant Mix                        | $47.12| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Roller, Plant Mix or Multi-lift Materials           | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Roto-mill, Roto-grinder                            | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Saws - Concrete                                    | $44.98| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Scraper, Self Propelled Under 45 Yards              | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Scrapers - Concrete &amp; Carry All                    | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Scrapers, Self-propelled: 45 Yards And Over         | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Service Engineers - Equipment                       | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Shotcrete/gunite Equipment                          | $47.12| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | $50.94| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Shovel, Excavator, Backhoes: Over 90 Metric Tons    | $51.51| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Slipform Pavers                                   | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Spreader, Topsider &amp; Screedman                     | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Subgrader Trimmer                                  | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Tower Bucket Elevators                            | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Tower Crane Over 175 in Height, Base To Boom       | $51.51| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Tower Crane Up To 175&quot; In Height Base To Boom      | $50.94| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Transporters, All Track Or Truck Type              | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Trenching Machines                                 | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Truck Crane Oiler/driver - 100 Tons And Over       | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Truck Crane Oiler/driver Under 100 Tons            | $49.48| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Truck Mount Portable Conveyor                      | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Welder                                             | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Wheel Tractors, Farmall Type                       | $47.12| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Yo Yo Pay Dozer                                    | $49.90| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Asphalt Plant Operators                            | $50.39| 7A    | 1T        | 8P        |
| Yakima    | Power Equipment Operators Assistant Engineer                                 | $47.12| 7A    | 1T        | 8P        |</p>
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<tr>
<th>Yakima</th>
<th>Power Equipment Operators-Underground Sewer &amp; Water</th>
<th>Barrier Machine (zipper)</th>
<th>$49.90</th>
<th>7A</th>
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<tr>
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<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
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<td>Loaders, Plant Feed</td>
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<td>Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</td>
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<td>Mixers: Asphalt Plant</td>
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<td>Motor Patrol Grader - Non-finish</td>
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<td>Motor Patrol Graders, Finishing</td>
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<td>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
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<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
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<td>Yakima Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Outside Hoists (elevators And Manlifts), Air Tuggers,strato</td>
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<td>7A</td>
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<td>Yakima Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
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<td>7A</td>
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<td>Pavement Breaker</td>
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<td>Pile Driver (other Than Crane Mount)</td>
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<td>Plant Oiler - Asphalt, Crusher</td>
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<td>Posthole Digger, Mechanical</td>
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<td>7A</td>
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<td>Pumps - Water</td>
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<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
<td>$47.12</td>
<td>7A</td>
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<td>Yakima Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Rigger And Bellman</td>
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<td>Rollagon</td>
<td>$50.39</td>
<td>7A</td>
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<td>Yakima Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Roller, Other Than Plant Mix</td>
<td>$47.12</td>
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<td>Yakima</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water - Roller, Plant Mix Or Multi-lift Materials</td>
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<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Roto-mill, Roto-grinder</td>
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<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Scraper, Self Propelled Under 45 Yards</td>
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<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Scrapers - Concrete &amp; Carry All</td>
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<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water - Scrapers, Self-propelled: 45 Yards And Over</td>
<td>$50.39</td>
<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Service Engineers - Equipment</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Shotcrete/gunite Equipment</td>
<td>$47.12</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons.</td>
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<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
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<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Slipform Pavers</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Spreader, Topsider &amp; Screedman</td>
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<td>7A</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Subgrader Trimmer</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Tower Bucket Elevators</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Tower Crane Over 175' in Height, Base To Boom</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Truck Crane Oilier/driver - 100 Tons And Over</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Truck Crane Oilier/driver Under 100 Tons</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water - Truck Mount Portable Conveyor</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water, Welder</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water, Wheel Tractors, Farmall Type</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water, Yo Yo Pay Dozer</td>
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<td>Refrigeration &amp; Air Conditioning Mechanics, Journey Level</td>
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<td>Residential Brick Mason, Journey Level</td>
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<td>Residential Drywall Tapers, Journey Level</td>
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<td>Residential Electricians, Journey Level</td>
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<td>Residential Glaziers, Journey Level</td>
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<td>Residential Laborers, Journey Level</td>
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<td>Residential Marble Setters, Journey Level</td>
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<td>Yakima</td>
<td>Residential Refrigeration &amp; Air Conditioning Mechanics, Journey Level</td>
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<td>Yakima</td>
<td>Residential Stone Masons, Journey Level</td>
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<td>Residential Terrazzo Workers, Journey Level</td>
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<td>Yakima</td>
<td>Residential Terrazzo/Tile Finishers, Journey Level</td>
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<tr>
<td>Location</td>
<td>Occupation</td>
<td>Skill Level</td>
<td>Rate</td>
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<td>Yakima</td>
<td>Shipbuilding &amp; Ship Repair</td>
<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Sign Makers &amp; Installers (Electrical)</td>
<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Sign Makers &amp; Installers (Non-Electrical)</td>
<td>Journey Level</td>
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<td>Yakima</td>
<td>Soft Floor Layers</td>
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<td>Surveyors</td>
<td>Chainman</td>
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<td>Yakima</td>
<td>Surveyors</td>
<td>Construction Site Surveyor</td>
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<td>7A</td>
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<td>8P</td>
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<td>Yakima</td>
<td>Telecommunication Technicians</td>
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<tr>
<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
<td>Cable Splicer</td>
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<tr>
<td>Yakima</td>
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<td>Hole Digger/Ground Person</td>
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<td>5A</td>
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<td>Yakima</td>
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<tr>
<td>Yakima</td>
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<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
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<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
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<td>Yakima</td>
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<td>Yakima</td>
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<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
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<td>5A</td>
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<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
<td>Tree Trimmer</td>
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<td>Yakima</td>
<td>Terrazzo Workers</td>
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<td>Yakima</td>
<td><strong>Traffic Control Stripers</strong></td>
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<td>Yakima</td>
<td>Truck Drivers</td>
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<td>$36.06</td>
<td>6I</td>
<td>2G</td>
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<tr>
<td>Yakima</td>
<td>Truck Drivers</td>
<td>Dump Truck(c.wa-760)</td>
<td>$36.06</td>
<td>6I</td>
<td>2G</td>
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<tr>
<td>Yakima</td>
<td>Truck Drivers</td>
<td>Mixer Trucks</td>
<td>$36.06</td>
<td>6I</td>
<td>2G</td>
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<tr>
<td>Yakima</td>
<td>Truck Drivers</td>
<td>Other Trucks(c.wa-760)</td>
<td>$36.06</td>
<td>6I</td>
<td>2G</td>
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<tr>
<td>Yakima</td>
<td><strong>Well Drillers &amp; Irrigation Pump Installers</strong></td>
<td>Irrigation Pump Installer</td>
<td>$25.44</td>
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<td>Yakima</td>
<td><strong>Well Drillers &amp; Irrigation Pump Installers</strong></td>
<td>Oiler</td>
<td>$9.20</td>
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<td>Yakima</td>
<td><strong>Well Drillers &amp; Irrigation Pump Installers</strong></td>
<td>Well Driller</td>
<td>$18.00</td>
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OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

I. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND DOUBLE THE HOURLY RATE OF WAGE.

J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR Shifts ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES RELIABLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.


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 WORK WEEK) 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 WORK WEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORK WEEK) OR 40 HOURS DURING THAT WORK WEEK.) 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.
1. **Z.** ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.

2. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   **B.** ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   **C.** ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

   **F.** THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **G.** ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.

   **H.** ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   **K.** ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.

   **O.** ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   **P.** THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

   **R.** ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **S.** ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE, EXCEPT THE DAY AFTER THANKSGIVING, THE DAY AFTER CHRISTMAS AND A FLOATING HOLIDAY, WHICH SHALL BE PAID AT THE STRAIGHT TIME RATE IF WORKED, IN ADDITION TO HOLIDAY PAY.

   **U.** ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **W.** THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ON A FOUR-DAY, TEN-HOUR WEEKLY SCHEDULE, EITHER MONDAY THRU THURSDAY OR TUESDAY THRU FRIDAY SCHEDULE, ALL HOURS WORKED AFTER TEN SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON THE FIFTH DAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED ON THE FIFTH, SIXTH, AND SEVENTH DAYS AND ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **Z.** ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, EXCEPT FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

**HOLIDAY CODES**

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).


L. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).

K. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

N. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.

R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7 1/2).

5. S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
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).


E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).


G. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND CHRISTMAS EVE DAY (11).

H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).

I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).


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, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). UNPAID HOLIDAYS: PRESIDENT'S DAY. ANY PAID HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY PAID HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

E. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.
F. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.

H. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

I. HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (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.

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 WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

7. PAID HOLIDAYS: NEW YEAR'S DAY, THE DAY AFTER OR BEFORE NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY AFTER OR BEFORE CHRISTMAS DAY. 10. ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

N. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. WHEN CHRISTMAS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE OBSERVED AS A HOLIDAY.


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.

NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   - OVER 50' TO 100' - $2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   - OVER 100' TO 150' - $3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
   - OVER 150' TO 220' - $4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   - OVER 220' - $5.00 PER FOOT FOR EACH FOOT OVER 220 FEET

C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   - OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   - OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
   - OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   - OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.

M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25

8. P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.

Q. THE HIGHEST PRESSURE REGISTERED ON THE GAUGE FOR AN ACCUMULATED TIME OF MORE THAN FIFTEEN (15) MINUTES DURING THE SHIFT SHALL BE USED IN DETERMINING THE SCALE PAID.
Washington State Department of Labor and Industries  
Policy Statement  
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.
Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
# WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Anchor Bolts &amp; Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>13. Concrete Piling—Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<td>---------------------------------------------------------------------------------</td>
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<tr>
<td>17. Precast Concrete Inlet - with adjustment sections, See Std. Plans</td>
<td></td>
<td>X</td>
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<tr>
<td>18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>22. Vault Risers - For use with Valve Vaults and Utilities Vaults.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23. Valve Vault - For use with underground utilities. See Contract Plans for details.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
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<td>---------------------------------------------------------------------------------</td>
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<tr>
<td>27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>33. Monument Case and Cover</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

See Std. Spec. Section 6-02.3(25)A
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-136 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication</td>
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<tr>
<td>38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.</td>
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<tr>
<td>39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.</td>
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<td>40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings</td>
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<td>41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.</td>
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<td>42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the</td>
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<td>sources of the following materials must be submitted and approved for reflective</td>
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<td>sheeting, legend material, and aluminum sheeting. <strong>Note:</strong> ***Fabrication</td>
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<td>inspection required. Only signs tagged &quot;Fabrication Approved&quot; by WSDOT Sign</td>
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METAL FABRICATION (IN SHOP)
EFFECTIVE 08/31/2011

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Counties Covered:
ADAMS

Counties Covered:
ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS,
LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN

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Counties Covered:
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**EFFECTIVE 08/31/2011**

(See Benefit Code Key)

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**CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC SAN JUAN AND SKAGIT**

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Counties Covered:

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Counties Covered:

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Counties Covered:

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**Supplemental to Wage Rates**

# METAL FABRICATION (IN SHOP)
## EFFECTIVE 08/31/2011

(See Benefit Code Key)

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Supplemental to Wage Rates
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Counties Covered:
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# Fabricated Precast Concrete Products

**Effective 08/31/2011**

(See Benefit Code Key)

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Supplemental to Wage Rates

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects. When considering job classifications for use and/or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.
Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.
(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]
NOTES

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flange) or the landing.

2. The edge of the Detectable Warning Surface shall be placed along the back of the curb line.

3. The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.


5. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.

6. If a curb ramp is required, the location of the Detectable Warning Surface must be at the bottom of the ramp and within the required distance from rail.

DETECTABLE WARNING SURFACE
STANDARD PLAN F-45.10-00
SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
Pasco Bakotch III 06-03-10
Washington State Department of Transportation
NOTES
1. Notch is only required with multiple post installations.

2. 6x10, 8x10, and 6x12 Timber Sign Posts cannot be made breakaway and do not have holes or notches. These posts shall not be installed within the Design Clear Zone. They may be installed behind traffic barrier.

3. Signs with a width less than 12 feet and supported on three 6x6 or 6x8 posts shall not be installed within the Design Clear Zone. They may be installed behind traffic barrier.

4. Signs with a width less than 17 feet and supported on four 6x8 or 6x6 posts shall not be installed within the Design Clear Zone. They may be installed behind traffic barrier.

5. For "X", "Y", "H1", "H2", "H3", and "H4" refer to the Sign Specification Sheet in the Contract.

6. For 6x8 posts and larger, 7 feet minimum spacing is required between posts.

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<th>POST INSTALLATION TABLE</th>
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<tr>
<td>POST SIZE</td>
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FINISHED GROUND LINE
ELEVATION VIEW
SINGLE POST INSTALLATION

DETAIL

FINISHED GROUND LINE
MINIMUM POST HOLES DIAMETER IS THE WIDEST POST DIMENSION PLUS 6"
This bollard does not have an effective breakaway design feature and cannot be installed within the Design Clear Zone.
NOTES

1. The bracing and pull post details for Wire Fence Type 2 are the same as for Type 1.

2. Attach the wire mesh to the posts using four fasteners. Three additional fasteners per post are required within and at the limits of sag conditions. Use additional fasteners on posts which mark the angle point of any sudden change in topography.

3. Wood anchors (for wood posts) shall be 2x4 lumber, 12" long minimum, and fastened with three 16d galvanized nails.

WIRE FENCE TYPES 1 & 2

AND WIRE GATES

STANDARD PLAN L-10.10-00

Ken L. Smith 02-21-07

STATE ROAD ENGINEER

Washington State Department of Transportation
NOTES
1. All concrete post bases shall be 10" minimum diameter.
2. Along the top and bottom, using Hog Rings, fasten the Chain Link Fence Fabric to the Tension Wire and Tension Cable within the limits of the first full fabric weave.
3. Details are illustrative and shall not limit hardware design or post selection of any particular fence type.