Contract Provisions and Plans

For Construction of:

SR 534 MP 0.49 TO MP 0.69

UNNAMED TRIBUTARY TO CARPENTER CREEK FISH PASSAGE

SKAGIT COUNTY

A STATE PROJECT

ASC 2024 Competition:

Bid Close: Thursday, February 08, 2024 at 9:30pm

SVBE & MWBE Goals can be omitted for your submission, as this will not be a requirement for the Problem.

Washington State Department of Transportation

Washington State
Department of Transportation
Olympia, Washington 98504

SR 534
UNNAMED TRIBUTARY TO CARPENTER CR
FISH PASSAGE
22A021
Skagit County

Notice to All Plan holders

The Engineer assigned to answer questions regarding these bid documents, show this project to prospective bidders, and act as the Contracting Agency's representative who directly supervises the engineering and administration of this project is:

Spencer Beier, P.E.
1109 E. Hickox Road
Mount Vernon, WA 98274
(360)848-7103
spencer.beier@wsdot.wa.gov

Mark Gaines, P.E.
State Design Engineer

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

SR 534
UNNAMED TRIBUTARY TO CARPENTER CR
FISH PASSAGE
22A021

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INTRODUCTION

This Contract shall be constructed in accordance with the 2023 Standard Specifications for Road, Bridge, and Municipal Construction.

SPECIAL PROVISIONS

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.
(Regions[1] date)	Region 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:

Regions[1]	
ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

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

Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)
This Contract provides for the improvement of *** SR 534, MP 0.49 to MP 0.69, in Skagit County, Unnamed Tributary to Carpenter Creek – Fish Passage, by installing a Contractor designed buried structure, grading, stream realignment, large woody material placement, shoring or extra excavation, guardrail, HMA paving, pavement marking, erosion control, planting, traffic control *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Bid Procedures and Conditions

Examination of Plans, Specifications and Site of Work

General

Section 1-02.4(1) is supplemented with the following:

(September 3, 2019)
The Reference Information for this project is available for review by the bidder at the following location:

*** https://ftp.wsdot.wa.gov/Contracts/, organized by Contract Number and Project Title, in the Reference Information subfolder, and is made available for informational purposes only. ***

The Reference Information includes the following:

***

- Geotechnical Report, SR 534/Unnamed Tributary to Carpenter Creek – Fish Passage
- Boring Logs & Piezometer Data
- SR 534 MP 0.53 Unnamed Tributary 1 (west) to Carpenter Creek (CR2) /SR 534 ROW MP 0.60 Unnamed Tributary 2 (east) to Carpenter Creek (995265): Final Hydraulic Design Report
- Olympic Pipe Line Company General Design & Construction Standards
- Ground Cross-Sections, 6 pages
- PCN Application and Plans

***

Preparation of Proposal

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

(March 14, 2022)
The Bidder shall submit a completed Small and Veteran-Owned Business Plan (SVB Plan, WSDOT Form 226-018) with the Bid, when required by the Special Provisions.

For each and every Small or Veteran-Owned Business firm listed on the Bidder's completed SVB Plan, the Bidder shall submit a completed SVBE Subcontractor Written Confirmation Form (WSDOT Form 226-017) that confirms the listed firm is in agreement with the SVBE participation commitment that the Bidder has made in the Bidder's completed SVB Plan. Bidder must submit good faith effort documentation only in the event the Bidder's efforts to solicit sufficient participation have been unsuccessful.

Directions for delivery of the SVB Plan, SVBE Subcontractor Written Confirmation, and good faith effort documentation are included in Section 1-02.9.

Delivery of Proposal

Section 1-02.9 is supplemented with the following:

(March 14, 2022)

SVBE Document Submittal Requirements

General

The Bidder shall submit supplemental documents that are identified with the Bidder's company name, Project title, Bid date, and description of all contents (i.e., Small and Veteran-Owned Business Plan, SVBE Subcontractor Written Confirmation Documents, and/or SVBE GFE Documentation). Submissions must be made by one of the following methods:

1. Physically in a sealed envelope marked as "BID SUPPLEMENT"; or

2. By facsimile to the following FAX number: 360-705-6966; or

3. By e-mail to the following e-mail address: DBEDoc@wsdot.wa.gov; or

4. Mailed to: Washington State Department of Transportation
   Room 2D20
   310 Maple Park Avenue SE
   Olympia WA 98501-2361

Small and Veteran-Owned Business Plan (SVB Plan) (WSDOT Form 226-018)

The SVBE Plan shall be received no later than the time required for delivery of the Bid. The Contracting Agency will not open or consider any Bid when the SVBE Plan is received after the time specified for receipt of Bids or received as specified by this Special Provision. The SVBE Plan may be submitted in the same envelope as the Bid deposit.

SVBE Subcontractor Written Confirmation (WSDOT Form 226-017) and/or GFE Documentation

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

The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX or e-mail document transmissions, and such documents may be rejected as incomplete at the Bidder's risk.

NOTE: If the Bid is submitted electronically via AASHTOWare Project Bids™ software "BidExpress®", the SVB Plan may be attached to the electronic Bid or submitted as a supplemental document as defined above.

Public Opening of Proposals

Section 1-02.12 is supplemented with the following:

(August 3, 2015)

Date of Opening Bids

The bid opening date for this project is *** November 30, 2022 ***. Bids received will be publicly opened and read after 11:00:59 A. M. Pacific Time on this date.

Scope of the Work

Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

Section 1-04.2 is supplemented with the following:

(June 6, 2022)

Document Control

This specification applies to project documentation and correspondence that occurs after execution of the Contract. The Contractor shall submit all project documentation and correspondence for this Contract in electronic format utilizing the WSDOT Unifier system. Documents that are received by means other than the WSDOT Unifier system will be rejected, except as allowed by this special provision or specifically approved by the Engineer.

The Engineer may reject documents that are deemed unsuitable. This includes documents that are illegible, unreadable, locked, etc. Forms that require further information from WSDOT must be unlocked.

The Contractor shall submit to the Contracting Agency a Unifier Access Request Form (WSDOT Form 134-092) to WSDOT e-Construction Support (e-ConstructionSupport@wsdot.wa.gov) designating all individuals requiring access to WSDOT Unifier no later than 5 days following Contract Award. Training for WSDOT Unifier will be provided by WSDOT at no cost to the Contractor.

All signed documents shall be in PDF format and will require an electronic signature. An electronic signature is defined as a symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. All signed documents shall be in PDF format.

WSDOT has provided an application to be used to apply electronic signatures to the following documents:

Change Orders that are not Minor Change Orders
421-009 Release – Retained Percentage (Except Landscaping)
134-146 Final Contract Voucher Certificate

When the Contract specifies that documentation is to be submitted through other web-based systems, such as the Diversity Management and Compliance System, or email addresses, the Contractor shall utilize those systems and email addresses accordingly.

All costs for submitting project documentation electronically shall be included in the Contract prices for the Bid items of Work involved.

Control of Work

Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(October 3, 2022)
Contractor Surveying - Structure

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

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

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

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

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

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

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

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

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

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

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

6. Establish retaining wall top of wall profile grade.

7. Establish buried structure profile grade.

8. Establish elevation benchmarks for all substructure formwork.

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

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

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

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

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

14. Establish grout pad locations and elevations.

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

16. Establish box girder bottom slab grades and locations.

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

18. Establish diaphragm locations and centerline of bearing.

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

20. Establish traffic barrier and curb profile.

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

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

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

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

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

variation from
Plan grades.

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

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

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

Piles
Shafts
Footings
Columns

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

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

Payment

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

"Structure Surveying", lump sum.

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

(January 13, 2021)

Contractor Surveying - Roadway

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment

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

"Roadway Surveying", lump sum.

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

Cooperation with Other Contractors

Section 1-05.14 is supplemented with the following:

(March 13, 1995)

Other Contracts Or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

*** WSDOT project SR 530 59th Ave NE & 211th Pl NE – Intersection Improvements
SR 530 MP 19.2 to MP 19.9
Construction Spring/Summer 2023
Contact Spencer Beier, P.E. 360-848-7103
***

Control of Material

Approval of Materials Prior to Use

Section 1-06.1 is supplemented with the following:

(April 3, 2017)

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of $125.00 per material source or manufacturer submitted by QPL submittal and $400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

Legal Relations and Responsibilities to the Public

Laws to be Observed

Section 1-07.1 is supplemented with the following:

(******)

Nighttime Construction Work Requirements

The Contractor shall perform nighttime construction work under the measures listed below to minimize construction noise:

1. All trucks performing export haul shall have well maintained bed liners as inspected and accepted by the Engineer.

2. Truck tailgate banging is prohibited. All truck tailgates shall be secured to prevent excessive noise from banging.

3. The Contractor shall mail a Nighttime Work Mail Notification to residents located within 500 feet from work zone within the project limits.

WSDOT will provide the Nighttime Work Mail Notification and the Contractor shall submit the following information to the Contracting Agency 20 working days prior to the start of nighttime Work:

- Start date and duration of the nighttime Work.

- List of the expected nighttime noise sources.

- List of noise mitigation measures to be implemented.

The Contractor shall obtain the mailing distribution list of residents and property owners. The Contractor shall hire a Mailing Service to print and distribute by mail the Contracting Agency's provided Nighttime Work Mail Notification to the required residences 14 working days prior to the start of the night Work.

The Contractor shall not proceed with nighttime Work unless all conditions listed in this Contract are in place and the Affidavit of Service by Mailing is received by the Contracting Agency 24 hours prior to the start of nighttime Work.

The Affidavit of Service by Mailing is a notarized document from the Mailing Service stating that the Nighttime Work Mail Notifications were mailed. A list of addresses obtained by the Contractor for the mailing shall be included with the Affidavit.

General

Failure of the Contractor to perform all obligations under this Special Provision will result in the suspension of all night Work until a corrective Work plan is accepted by the Engineer. Working Days will continue to accrue during the period of suspension.

The Contractor shall be responsible for obtaining all exemptions or variances to perform nighttime Work outside the project limits such as staging areas. A copy of each

exemption or variance obtained by the Contractor shall be provided to the Contracting Agency before proceeding with the nighttime Work.

Other noise mitigation measures may be required, and it is understood that the Contractor is responsible for devising methods that comply with all ordinances. Compliance with the above noise mitigation measures shall not be considered a warranty that the equipment or the activity will comply with all local regulations.

Payment
All costs to comply with the above requirements shall be included in the associated items of Work.

(******)
Temporary Noise Shields
The Contractor shall design and furnish temporary noise shields. The shields shall be used to reduce noise from generators and pumps from 10 p.m. to 7 a.m. The number of noise shields will depend on the Contractor's method of performing the Work.

All costs associated with the temporary noise shields shall be included in associated items of Work.

Health and Safety

Section 1-07.1(2) is supplemented with the following:

(September 27, 2021)
Governor's Proclamation 20-05/21-14
The Contractor, by submitting its Bid, agrees that it will comply with Governor's Proclamations 20-05 as amended and 21-14 as amended, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, prior to starting Work, the Contractor shall provide a Vaccine Declaration form (WSDOT Form #271-050).

The Proclamations are available at: https://www.governor.wa.gov/office-governor/official-actions/proclamations

All costs related to the Governor's Proclamations shall be considered included with or incidental to other Bid items.

Environmental Regulations

Section 1-07.5 is supplemented with the following:

(September 20, 2010)
Environmental Commitments
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision **Permits and Licenses**. Throughout the work, the Contractor shall comply with the following requirements:

(April 1, 2019)

The Contractor shall notify the Engineer a minimum of *** 10 *** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

(April 1, 2019)
No *** staged equipment or material *** is allowed within *** 200 *** feet of *** potentially suitable wetland, stream, estuarine, river or marine drainage as identified by the project biologist, unless site specific review completed by the project biologist indicates that no impacts to the sensitive resource areas will occur due to topography or other factors ***.

(August 3, 2009)
Payment
All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

State Department of Fish And Wildlife

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

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:

(April 2, 2018)
The Contractor may begin Work below the Ordinary High Water Line on *** July 1, 2023 *** and must complete all the Work by *** September 30, 2023 ***.

(April 2, 2018)
All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

Air Quality

Asbestos Containing Material

Section 1-07.5(4)C is supplemented with the following:

(October 4, 2021)
Asbestos Good Faith Investigation
An asbestos Good Faith Investigation (GFI) has been conducted for this project and it has been determined to a reasonable certainty that no known Asbestos Containing Material (ACM) will be disturbed by the work on this project. The asbestos GFI has been provided as Appendix *** A ***.

U.S. Army Corps of Engineers

Section 1-07.5(5) is supplemented with the following:

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Army Corps of Engineers. Throughout the work, the Contractor shall comply with the following requirements:

(February 25, 2013)
Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.

(August 3, 2009)
Heavy equipment working in wetlands or mudflats must be placed on mats or other measures taken to minimize soil disturbance as approved by the Engineer.

(April 2, 2018)
All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

U.S. Fish and Wildlife Service and National Marine Fisheries Service

Section 1-07.5(6) is supplemented with the following:

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Fish/Wildlife Services and the National Marine Fisheries Service. Throughout the work, the Contractor shall comply with the following requirements:

(April 2, 2018)
The Contractor shall direct temporary lights for night work away from *** Unnamed Tributary to Carpenter Creek ***.

(April 2, 2018)
All costs to comply with this special provision are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

Permits and Licenses

Section 1-07.6 is supplemented with the following:

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

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

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

***

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Department of the Army Section 404 Nationwide 14	Corps of Engineers Seattle District	NWS-2021-902-DOT
Hydraulic Project Approval	WA Department of Fish & Wildlife	2021-4-820+01
Letter of Verification	WA Department of Ecology	NWS-00902-DOT
Skagit County Floodplain Development Permit	Skagit County	FP21-0063

***

(******)
All permits were obtained using a precast reinforced split box culvert design for the buried structure. If the Contractor desires to use a different structure type the Contractor shall obtain approved changes to the permits before construction starts. All costs associated with these changes to the permits shall be at the Contractor's expense.

Load Limits

Section 1-07.7 is supplemented with the following:

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

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(June 29, 2022)
Small and Veteran-Owned Business Enterprises (SVBE) and Minority and Women's Business Enterprises (MWBE) Participation

General Statement
The participation of minority, small, veteran-owned, and women business enterprises are an important strategic objective for the State of Washington. Contractors shall not create barriers to open and fair opportunities for all businesses, including MWBEs and SVBEs, to participate in the Work on this Contract.

SVBE and MWBE Abbreviations and Definitions
Broker - A business firm that provides a bona fide service, that assists in the procurement of personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or persons/companies who arrange or expedite

SVBE & MWBE GOALS - NOT APPLICABLE

transactions (i.e., arranging a transaction or service but does not provide a work product or enhancement).

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

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

Good Faith Efforts – Efforts to achieve either the SVBE Condition of Award (COA) goals at the time of Bid or the SVBE Commitments in the SVB Plan at the completion of the project. The efforts will demonstrate, by their scope, intensity, and appropriateness to the objective, that the bidder can reasonably be expected to fulfill the program requirement.

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

Minority Business Enterprise (MBE) – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises.

MWBE Goals (Voluntary) – Efforts to provide MWBE opportunities are encouraged in accordance with these Specifications and RCW 39.19.

Goals for voluntary MWBE participation have been established as a percentage of Contractor's total Bid amount.

The Contracting Agency has established the following two voluntary goals:

Minority	10%
Women	6%

Small Business Enterprise (SBE) – Any business that is owned and operated independently from all other businesses, has either fifty or fewer employees or has a gross revenue of less than seven million dollars annually as listed on federal tax returns or with the Washington State Department of Revenue, and is self-certified through the Washington State Department of Enterprise Services and listed as a "small, mini or micro business" in its certification.

Small businesses can be located by searching the directories at:

SVBE & MWBE GOALS - NOT APPLICABLE

https://pr-webs-vendor.des.wa.gov/

Information on how to search the WEBS directories is located at:

https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips

SVBE COA Goals – At the time of bid, this is the minimum dollar amount of participation that the Bidder must commit to by submission of the SVB Plan and/or by Good Faith Effort (GFE). Each goal is expressed as a percentage of the Bid amount (as shown on the Proposal). There are two separate COA Goals that must be met: one for Small Business Enterprises and one for Veteran-Owned Businesses.

The Contracting Agency has established the following two enforceable COA Goals:

Small Business Enterprise (SBE) Goal	*** 5% ***
Veteran-Owned Business (VOB) Goal	*** 2% ***

SVBE Commitment – The dollar amount and scope of work the Bidder indicates on each line of their Small and Veteran-Owned Business Plan (SVB Plan) (WSDOT Form 226-018) for each SBE or VOB firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

Subcontractor (SVBE or MWBE) – An individual, partnership, firm, corporation, or joint venture who meet the definition of a Minority, Small Business, Women or Veteran-Owned Business and who is sublet part of the Contract.

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

Veteran-Owned Business (VOB) – A veteran-owned business meeting the requirements of RCW 43.60A.010 and listed at: https://pr-webs-vendor.des.wa.gov/.

Information on how to search the WEBS directories is located at:

https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips

Women Business Enterprise (WBE) – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women's Business Enterprises.

SVBE & MWBE GOALS - NOT APPLICABLE

Procedures Prior to Award

SVBE Goals (Enforceable)

SVBE COA Goals

The Contractor shall submit their SVB Plan (WSDOT Form 226-018) to demonstrate attainment of the SBE and VOB COA Goals. SBE and VOB Goals are independent. Work shown in the SVB Plan shall not apply to both SBE and VOB Goals. If the Contractor cannot meet these goals, a Good Faith Effort (GFE) is required.

Demonstrating compliance with the SBE and VOB COA Goals is a Condition of Award of this Contract. Failure to comply with these requirements may result in the Bid being found nonresponsive.

SVBE Commitment

The Contractor is required to utilize each SBE or VOB firm identified on their SVB Plan (WSDOT Form 226-018) for each scope of work and dollar amount listed. A firm that is registered as both a SBE and VOB may split the total commitment between VOB and SBE to attain the SBE and VOB COA Goals.

SVB Plan

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Small and Veterans-Owned Business Plan. (SVB Plan). The SVB Plan shall be submitted on WSDOT Form 226-018. The Bidder's SVB Plan shall be submitted as specified in Section 1-02.9. The SVB Plan must clearly demonstrate how the Bidder intends to meet both the SBE and VOB COA Goals. An SVB Plan (WSDOT Form 226-018) and instructions on how to properly fill out the form are included in the Proposal package.

When the Bidder elects to utilize force account Work to meet the SBE or VOB COA Goals, as shown on its SVB Plan, the Bidder shall not commit more than 50% of the force account bid item amount.

In the event of arithmetic errors in completing the SVB Plan, the amount listed to be applied towards the SBE or VOB Goals for each SVBE firm shall govern and the SVBE total amount shall be adjusted accordingly.

To be eligible for inclusion in the SVB Plan, SBE or VOB firms committed must be certified as described herein prior to the due date for bids on the Contract.

Written Confirmation

Prior to the award of the Contract and as specified in Section 1-02.9, the Contractor shall submit Subcontractor Written Confirmation Form (WSDOT Form 226-017) documentation from each SVBE firm listed on the SVB Plan confirming their participation on the Contract for each amount listed in the SVB Plan.

Selection of Successful Bidder/Good Faith Efforts (GFE)

The Contracting Agency will consider as non-responsive and will reject any Bid Proposal submitted that does not contain a properly completed SVB Plan that shows compliance with the SBE and VOB COA goals.

SVBE & MWBE GOALS - NOT APPLICABLE

Compliance with the SVBE COA Goals requirements may be accomplished in one of two ways:

1. By meeting the SVBE COA Goals
   Submission of the SVB Plan, showing the Bidder has obtained enough SBE or VOB participation to meet or exceed each of the SVBE COA Goals

2. By documentation that the Bidder made adequate GFE to meet the SVBE COA Goals

The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient SVBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the SVB Plan.

GFE documentation shall be submitted as specified in Section 1-02.9.

Document Submittal Requirements
The Contracting Agency will review the GFE documentation and will determine if the Bidder made an adequate GFE.

GFE Documentation Prior to Award
GFE is evaluated when determining award of a Contract that has SVBE COA Goals. The efforts employed by the Bidder should be commercially reasonable and demonstrate they are actively and aggressively trying to fulfill the established SVBE COA Goals. Mere pro forma efforts are not commensurate with a GFE.

The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve SVBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

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

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

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

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

b. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including SVBE Subcontractors, and would take a firm's price and capabilities as well as the SVBE COA Goals into consideration. However, the fact that there may be some additional costs involved in finding and using SVBEs is not in itself sufficient reason for a Bidder's failure to meet the SVBE COA Goals, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make a GFE. Bidders are not, however, required to accept higher quotes from SVBE firms if the price difference is excessive or unreasonable.

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

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

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

7. Effectively using the services of available organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SVBE firms.

8. Documentation of GFE must include copies of each SVBE and non-SVBE Subcontractor quotes submitted to the Bidder when a non-SVBE Subcontractor is selected over a SVBE for Work on the Contract.

Administrative Reconsideration of GFE Documentation Prior to Award

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

SVBE & MWBE GOALS - NOT APPLICABLE

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

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

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

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

5. The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding and at least 48 hours prior to award.

Procedures After Execution

MWBE Plan

The Contractor shall submit a MWBE Participation Plan as a Type 2 Working Drawing within 21 days after execution. The plan shall include the information identified in the guidelines at:

https://wsdot.wa.gov/sites/default/files/2021-10/OEOWSDOTParticpationPlanDraftingGuidelines.pdf

The Contractor shall submit an updated MWBE Participation Plan annually on the date the original Participation Plan was submitted. The Contractor shall provide a 30-calendar day review period for WSDOT review and comment on all MWBE Participation Plan submittals.

Commercially Useful Function (CUF)

For SVBE and MWBE Subcontractor and lower tier subcontractors, a valid subcontract must fully describe the Scope of Work committed to be performed by the firm. The subcontract shall incorporate requirements of the Contract. Subcontracts of all tiers, including lease agreements, shall be made available upon request.

The Contractor may only take credit for the payments made for work performed by a SVBE or MWBE that is determined to be performing a CUF. Payment must be commensurate with the work performed by the SVBE or MWBE. A SVBE or MWBE that does not perform all of its responsibilities on a contract has not performed a CUF and their work cannot be counted toward SVBE or MWBE Goals.

Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Engineer.

SVBE & MWBE GOALS - NOT APPLICABLE

For a SVBE or MWBE traffic control company to be considered to be performing a CUF, the firm must be in control of its work inclusive of supervision. The firm shall employ a Traffic Control Supervisor who is directly involved in the supervision of the traffic control employees and services.

Crediting Participation

Participation will be evaluated to determine if the Contractor has met both the SVBE Commitments and MWBE Goals at completion of the project.

All non-COA SVBE firms and MWBE firms shall be certified before the subcontract on which they are participating is executed.

When a SVBE or MWBE firm loses its certification, the participation of that SVBE or MWBE firm shall continue to count as SVBE or MWBE participation as long as the subcontract with the SVBE or MWBE firm was executed prior to the date the SVBE or MWBE firm lost its certification.

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

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

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

SVBE Commitment

Payments to each SBE or VOB firm shall demonstrate that the Commitments amounts have been met as shown on the SVB Plan.

Participation is credited to the SVBE Commitments upon payment to the SBE or VOB.

MWBE Goals

Amounts paid to a MWBE will be credited to every MWBE Goal for which they are eligible. Participation may be credited for more than one category.

Participation is credited to the MWBE Goals upon payment to the eligible MWBE.

SVBE & MWBE GOALS - NOT APPLICABLE

Prime Contractor Credit for Participation (SVBE or MWBE)
Only take credit for that portion of the Work performed that the SVBE or MWBE Prime Contractor did not sublet to other firms.

Subcontractor Credit for Participation
When the Prime contractor, Subcontractor or lower tier subcontractor are part of a SVB or MWBE Plan, the following apply:

1. If a Prime Contractor, Subcontractor, or lower tier subcontractor subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the SBE or VOB Commitments based on the following conditions:

    a. If a SBE Prime Contractor, Subcontractor, or lower tier subcontractor subcontracts to a SBE the value can count toward the SBE Commitment.

    b. If a SBE Prime Contractor Subcontractor or lower tier subcontractor subcontracts to a non-SBE, the value cannot count toward the SBE Commitment.

    c. If a VOB Prime Contractor, Subcontractor, or lower tier subcontractor subcontracts with a VOB the value can count toward the VOB Commitment.

    d. If a VOB Prime Contractor, Subcontractor, or lower tier subcontractor subcontracts with a non-VOB the value cannot count toward the VOB Commitment.

    e. Work subcontracted to a non-SVBE does not count towards the SVBE Commitments.

2. If a Prime Contractor, Subcontractor, or lower tier subcontractor subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the MWBE Goals based on the following conditions:

    a. Work subcontracted to a non-MWBE cannot be counted toward the MWBE goals.

    b. Work subcontracted to another MWBE can be counted toward every MWBE goal for which the firm holds a certification.

    c. Work subcontracted by a MWBE firm who also is a SVBE, will be credited toward the SVBE Commitment as described in section 1.

    d. Work subcontracted to a non-MWBE cannot be counted toward the MWBE goals.

SVBE & MWBE GOALS - NOT APPLICABLE

Broker Credit for Participation
When a SVBE or MWBE participates as a broker (i.e., arranging a transaction or service but does not provide a work product or enhancement), only the dollar value of the reasonable fee may count toward the SVBE Commitments or MWBE Goals. For purposes of SVBE or MWBE Brokers, a reasonable fee shall not exceed 5 percent of the total cost of the goods or services brokered.

Manufacturer and Supplier Credit for Participation
If materials or supplies are obtained from a SVBE or MWBE Manufacturer, one hundred percent (100%) of the cost of materials or supplies can count toward the SVBE Commitments or MWBE Goals.

One hundred percent (100%) of the cost of materials or supplies purchased from a SVBE or MWBE Supplier may be credited toward meeting the SVBE Commitments or MWBE Goals. If the role of the SVBE or MWBE Supplier is determined to be that of a pass-through, then no credit will be given for its services. If the role of the SVBE or MWBE Supplier is determined to be that of a Broker, then credit shall be limited to the fee or commission it receives for its services, subject to the provision listed in "Broker Credit for Participation."

Force Account Work
One hundred percent (100%) of the actual amounts paid to a SVBE or MWBE shall count toward the SVBE Commitments or MWBE Goals.

Service Provider Credit for Participation
When a SVBE or MWBE participates as a service provider or consultant and provides a bona fide service such as professional, technical, consultant, or managerial services, 100% of the total cost counts toward the SVBE Commitments or MWBE Goals if the firm performs a CUF.

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

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

The SVBE or MWBE firm may lease additional trucks from another SVBE or MWBE firm. The Work that a SVBE or MWBE trucking firm performs with trucks it leases from other certified trucking firms qualify for 100% credit.

SVBE & MWBE GOALS - NOT APPLICABLE

The trucking Work subcontracted to any non-SVBE or MWBE trucking firm will not receive credit for Work done on the project. The SVBE or MWBE trucking firm may lease trucks from a non-SVBE or MWBE truck leasing company but can only receive credit as SVBE or MWBE participation if the SVBE or MWBE firm uses its own employees as drivers.

SVBE or MWBE credit for a truck broker is limited to the fee/commission that the firm receives for arranging transportation services, subject to the provision listed in "Broker Credit for Participation."

Reporting Participation for Credit

The Contractor and any Subcontractor, supplier, service provider, broker, or manufacturer of any tier that utilize SVBE or MWBE firms to perform Work on the project, shall maintain appropriate records that will enable the Engineer to verify SVBE and MWBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this contract. The Contractor shall report amounts paid in accordance with Section 1-08.1 in order to receive credit for participation.

Changes in SVBE Commitment

The Contractor shall utilize the SVBE Commitment (COA) firms to perform all of the Work and supply all of the materials for which each is committed unless otherwise approved in writing by the Engineer. Any reduction in the Work committed to any SVBE Commitment (COA) firm, or performance of Work previously designated for a SVBE Commitment (COA) firm by any other firm or by the Contractor's own forces, shall be considered a termination, and requires the prior written consent of the Engineer. Termination requests shall be submitted in writing to the Engineer, who shall either grant or deny such request in writing. No termination shall become effective unless and until the Engineer provides written approval. Changes to SVBE Commitments will be documented in accordance with Section 1-04.4 and shall be considered amendments to the Contractor's SVB Plan.

Approval of SBE Termination

Termination of a SVBE Commitment (COA) firm is only allowed in whole or in part for good cause and with written approval of the Engineer. If a SVBE Commitment (COA) firm is terminated without the written approval of the Engineer, the Contractor shall not be entitled to payment for Work or material committed to, but not performed/supplied by, the SVBE Commitment (COA) firm. In addition, the Contractor may be subject to the remedies set forth elsewhere in this Special Provision.

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

Cause for Termination

The Contractor must have good cause to terminate a SVBE Commitment (COA) firm. Good cause includes situations where the SVBE Commitment (COA) firm is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

1. The SVBE Commitment (COA) firm fails or refuses to execute a written contract.

2. The SVBE Commitment (COA) firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.

3. The SVBE Commitment (COA) firm fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.

4. The SVBE Commitment (COA) firm becomes bankrupt, insolvent, or exhibits credit unworthiness.

5. The SVBE Commitment (COA) firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.

6. The SVBE Commitment (COA) firm is ineligible to receive SVBE COA credit for the type of work involved.

7. The SVBE Commitment (COA) firm voluntarily withdraws from the project and provides written notice of its withdrawal.

8. The SVBE Commitment (COA) firm's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.

9. The SVBE Commitment (COA) firm's owner dies or becomes disabled with the result that the SVBE Commitment (COA) firm is unable to complete its work on the Contract.

Good cause does not exist if:

1. The Contractor seeks to terminate a SVBE Commitment (COA) firm so that the Contractor can self-perform the work.

2. The Contractor seeks to terminate a SVBE Commitment (COA) firm so the Contractor can substitute another SVBE firm or non-SVBE firm after Contract Award.

3. The failure or refusal of the SVBE Commitment (COA) firm to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing

of obstacles in the path of the SVBE Commitment (COA) firm's Work).

Owner-Initiated Changes
In instances where the Engineer makes changes that result in changes to Work that was part of a SVBE Commitment, the Contractor may be directed to substitute for the Work. The Contractor shall notify the Engineer if any owner-initiated change impacts the SVBE commitment, prior to any changes to the Contract. Changes will be addressed in accordance with Section 1-04.4.

Contractor-Initiated Changes
The Contractor cannot change the scope or reduce the amount of Work as part of a SVBE Commitment without good cause. Reducing a SVBE Commitment is viewed as a partial termination, and therefore subject to the termination procedures above.

Quantity Underruns
If a variation in estimated quantities occurs that affects a SVBE Commitment, that unmet Commitment will not be considered a termination, provided that the Contractor can demonstrate that the variation in quantities directly impacted the Commitment. The Contractor shall provide such documentation if requested by the Engineer.

The Contractor may be required to substitute other remaining Work to another SVBE firm to meet the dollar amounts committed to in their SVB Plan.

Good Faith Effort (GFE) Documentation After Execution
If the Contractor fails to fulfill the SVBE Commitment to in their SVB Plan, a Good Faith Effort shall be submitted for approval. GFE documentation shall follow the requirements for GFE Documentation Prior to Award.

In addition, the GFE shall address the impact of overruns and underruns on the ability of the Contractor to meet the dollar amounts committed to in their SVB Plan. Overruns and underruns may be considered a reason for not attaining the SVBE dollar amounts committed to in their SVB Plan. The GFE shall include enough information for the Engineer to evaluate the impact the overrun or underrun had on the SVBE participation.

Administrative Reconsideration of GFE Documentation After Execution
When the Contracting Agency's GFE documentation review determines a GFE has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Contractor must request reconsideration within five (5) working days of notification of GFE documentation being deemed inadequate.

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

3. Only original GFE documentation submitted shall be considered. The Contractor shall not introduce new documentation at the reconsideration hearing.

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

5. The reconsideration official shall provide the Contractor with a written decision on reconsideration within five (5) working days of the hearing, explaining the basis for their finding.

Remedies for Failure to Meet SVBE Requirements

Upon completion of a project, a Prime Contractor Performance Report will document whether the Contractor met the Commitments in their SVB Plan or GFE. Failure to meet the Commitments in the SVB Plan or provide an acceptable GFE may lead to the following:

1. Suspension of a Contractor's prequalification; and/or

2. Withholding from the Contractor of an amount up to the value of the un-met SBE or VOB Commitments

Failure to utilize the SVBE Commitment (COA) firms listed in the SVB Plan for the Work for which they were listed, unless termination was approved in in writing by the Contracting Agency, will be reflected on the Prime Contractor Performance Report.

Payment

Compensation for all costs involved with complying with the conditions of this Special Provision and any other associated SVBE or MWBE requirements are included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

SVBE & MWBE GOALS - NOT APPLICABLE

Protection and Restoration of Property

Vegetation Protection and Restoration

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

(August 2, 2010)

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

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

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

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

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

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

***

Puget Sound Energy
Michael Schroyer
360-766-5504
Michael.schroyer@pse.com

Ziply Fiber
Barbara Robinson
360-770-6594
Barbara.robinson@ziply.com

Wave Broadband
Casey Kolling
425-754-6317
ckolling@wavebroadband.com

Skagit PUD #1
Mike Benton
360-424-7104
benton@skagitpud.org

Olympic Pipeline
Tim Dunn
425-981-2452
Tim.Dunn@bp.com

Olympic Pipeline
Kyle Meeker
360-630-3612
kmeeker@hanginghco.com
***

Public Convenience and Safety

Construction Under Traffic

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

(October 3, 2022)
Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

***

Roadway Closures

Unless specified elsewhere in these Special Provisions, Roadway closures will be permitted as follows:

SR 534 Eastbound Shoulder Closure, MP 0.59 - MP 0.65
Sunday 7:00 p.m. to Monday 5:00 a.m.
Monday 7:00 p.m. to Tuesday 5:00 a.m.
Tuesday 7:00 p.m. to Wednesday 5:00 a.m.
Wednesday 7:00 p.m. to Thursday 5:00 a.m.
Thursday 7:00 p.m. to Friday 5:00 a.m.
OR
Monday 7:00 a.m. to Monday 5:00 p.m.
Tuesday 7:00 a.m. to Tuesday 5:00 p.m.
Wednesday 7:00 a.m. to Wednesday 5:00 p.m.
Thursday 7:00 a.m. to Thursday 5:00 p.m.
Friday 7:00 a.m. to Friday 5:00 p.m.

SR 534 Alternating 1-Lane, 2-Way Traffic:
Flagger Controlled, MP 0.49 – MP 0.69
(Including Shoulder Closure)
Sunday 7:00 p.m. to Monday 5:00 a.m.
Monday 7:00 p.m. to Tuesday 5:00 a.m.
Tuesday 7:00 p.m. to Wednesday 5:00 a.m.
Wednesday 7:00 p.m. to Thursday 5:00 a.m.
Thursday 7:00 p.m. to Friday 5:00 a.m.
OR
Monday 7:00 a.m. to Monday 5:00 p.m.
Tuesday 7:00 a.m. to Tuesday 5:00 p.m.
Wednesday 7:00 a.m. to Wednesday 5:00 p.m.
Thursday 7:00 a.m. to Thursday 5:00 p.m.
Friday 7:00 a.m. to Friday 2:00 p.m.

SR 534 Full Roadway Closure
The Contracting Agency will allow one continuous, full, Roadway closure of SR 534 from MP 0.49 to MP 0.69. The continuous closure shall comply with all of the following criteria:

1. It shall be a one-time event that lasts continuously.
2. It shall not last more than 120 hours from 8:00 PM on a Friday until 8:00 PM on a Wednesday.
3. All of the following Work shall be completed:
    a. Construction of the crossing structure including retaining walls.
    b. Roadway surfacing including all leveling course paving for both the westbound and eastbound lanes.
    c. All guardrail, barrier and other roadway safety elements.
4. It shall occur between the dates of July 1, 2023 to August 22, 2023.

All Lanes must remain open for a minimum of 12 hours prior to a subsequent single lane closure.

5. It shall not run concurrently with any full closures on SR 530.

Conway School District
No lane, shoulder or roadway closures will be allowed during the two-hour period prior to, during, and the two-hour period following the period when Conway School District is in session.

***

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions may be considered by the Engineer on a case-by-case basis following a written request by the Contractor.

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

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After *** Noon *** on the day prior to a holiday or holiday weekend, and

4. Before *** Noon *** on the day after the holiday or holiday weekend.

5. The two-hour period prior to and the two-hour period after the following special events:

   ***

   a. The Skagit Valley Tulip Festival.

   b. Tulip Pedal Bicycle Run.

   c. Highland Games.

   d. Berry Dairy Days.

   e. Anacortes Oyster Run.

   ***

   It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When AFADs or flaggers are used to control traffic, traffic shall not be stopped for more than *** 15 *** minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than *** 15 *** minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the *** 15 *** minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the *** 15 *** minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

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

General Restrictions

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

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

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

Controlled Access

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

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

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

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

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

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

Advance Notification

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

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

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

(October 3, 2022)
Public Notification

The Contractor shall furnish and install information signs that provide advance notification of a ramp closure, roadway closure, or both, a minimum of *** 7 *** working days prior to the closure. Sign locations, messages, letter sizes, and sign sizes are shown in the Plans.

The Contractor shall notify *** the Washington State Patrol; local fire, police, emergency service, and city engineering departments; local transit companies; and the affected school district(s) ***, in writing, a minimum of *** 7 *** working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

Prosecution and Progress

Progress Schedule

Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)
This project shall be physically completed within *** 40 *** working days.

Liquidated Damages

Section 1-08.9 is supplemented with the following:

(September 8, 2020)
Liquidated damages in the amount of *** $3,050.00 *** per working day will be assessed for failure to physically complete the Contract within the physical completion time specified.

The closure of *** SR 534 *** mainline will result in substantial traffic impacts. These closures will cause delays to the traveling public, increase fuel consumption, vehicle operating cost, pollution, and other inconveniences and harm.

Accordingly, the Contractor agrees:

1. To pay $130 liquidated damages for each fifteen-minute period (prorated to the nearest five minutes) that all lanes of SR 534 in the increasing and decreasing direction of mile posting are not open by the scheduled opening time following a full roadway closure specified in the Subsection Public Convenience and Safety of the Special Provision LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.

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

Temporary Traffic Control

Traffic Control Management

General

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

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

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

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

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

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

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

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

Traffic Control Labor, Procedures and Devices

Traffic Control Devices

Traffic Safety Drums

Section 1-10.3(3)E is revised to read:

(NWR December 31, 2019)
Where shown on an approved Traffic Control Plan, or where ordered by the Engineer, the Contractor shall provide, install, and maintain traffic safety drums.

The Contractor shall provide traffic safety drums with either wide angle prismatic retroreflective sheeting as specified in this Special Provision or with Type C steady-burning lights and Type III or Type IV reflective sheeting as

described in Section 9-28.12. All traffic safety drums provided by the Contractor shall be of the same configuration and shall be in accordance with Section 9-35.7.

Used drums may be utilized, provided all drums used on the project are of the same configuration and the devices conform to Section 1-10.2(3).

The drums shall be designed to resist overturning by means of a weighted lower unit that shall separate from the drum when impacted by a vehicle.

Drums shall be regularly maintained to ensure that they are clean and that the drum and reflective material are in good condition. If the Engineer determines that a drum has been damaged beyond usefulness, or provides inadequate reflectivity, a replacement drum shall be furnished by the Contractor at no cost to the Contracting Agency.

When the Engineer determines that the drums are no longer required, they shall be removed from the project and shall remain the property of the Contractor.

Wide Angle Prismatic Retroreflective Sheeting

Traffic safety drums with prismatic retroreflective sheeting shall be orange traffic safety drums with two white and two fluorescent orange 6-inch wide bands of wide angle prismatic retroreflective sheeting as specified below.

The reflective sheeting shall have a smooth surface with a distinctive interlocking diamond seal pattern visible from the face. The sheeting shall be pre-coated with a pressure sensitive adhesive backing protected by a removable liner.

Test Methods

Conditions: All test panels shall be maintained at 73 degrees Fahrenheit (plus or minus 3 degrees F) and 50 percent relative humidity (plus or minus 5 percent) for 24 hours prior to initial or subsequent testing.

Test Panels: When tests are to be performed using test panels, the retroreflective material shall be applied on smooth aluminum cut from ASTM B209 Alloy 5052-H36.

Physical Requirements

The wide angle prismatic retroreflective sheeting shall meet the following physical requirements:

Color

The color shall be in conformance to color requirements of Table I.

Table I - Color specification limits for new sheeting (daytime)

Color	Chromaticity Coordinate 1		Chromaticity Coordinate 2		Chromaticity Coordinate 3		Chromaticity Coordinate 4		Total Luminance Factor Limit, YT	
	x	y	x	y	x	y	x	y	min.	max.

White	.305	.305	.355	.355	.335	.375	.285	.325	40	-
Fluorescent Orange	.506	.404	.562	.350	.645	.355	.507	.429	30	-

Fluorescence

The fluorescence shall be in conformance to fluorescence luminance factor requirements of Table II.

Table II – Fluorescence Luminance Factor Limit

Sheeting Type	Fluorescence Luminance Factor Limit, YF Min.
Fluorescent Orange	15

Conformance to color and fluorescence requirements of Table I and II shall be determined instrumentally on sheeting applied to aluminum test panels, using a 2-monochromator spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. The total chromaticity coordinates and total luminance factor shall be calculated from the total spectral radiance factors computed for CIE Standard Illuminant D65 in accordance with ASTM E308 for the CIE 1931 2 degree Standard Colorimetric Observer. The measurement shall be made on a Labsphere BFC-450 Bispectral Fluorescence Colorimeter or equivalent.

Coefficient of Retroreflection, R_A

The coefficients of retroreflection shall not be less than the minimum values specified in Table III according to the sheeting type. Testing shall be in accordance with ASTM E810. The coefficients of retroreflection shall be specified in average candelas per foot-candle, per square foot of material.

Table III – Minimum Coefficient of Retroreflection RA (Candelas per foot-candle per square foot)

Observation Angles (degrees)	Entrance Angles (degrees)		
	-4	30	45
	White		
0.10	93	56	17
0.20	51	28	12
0.50	19	9	5
1.00	1	1	1
	Fluorescent Orange		
0.10	35	19	5
0.20	19	11	4
0.50	7	5	3
1.00	1	1	1

Gloss

The retroreflective sheeting shall have an 85-degree specular gloss of not less than 50 when tested in accordance with ASTM D523.

Flexibility

The retroreflective sheeting with the liner removed and conditioned as in the test method described below shall be sufficiently flexible to show no

cracking when slowly bent, in one second's time, around a 1/8-inch mandrel, with the adhesive contacting the mandrel, at test conditions. Talcum powder shall be spread on the adhesive to prevent sticking to the mandrel.

Adhesive

Protective liner attached to the adhesive shall be removable by peeling without soaking in water or other solutions and without breaking, tearing, or removing any adhesive from the backing. Protective liner shall be easily removed following accelerated storage for 4 hours at 158 degrees Fahrenheit under a weight of 2.5 pounds per square inch. The adhesive backing of the retroreflective sheeting shall produce a bond to support at 1.75-pound weight for 5 minutes without the bond peeling for a distance of more than 2 inches when applied to a test panel prepared in accordance with this Special Provision. Apply 4 inches of a 1-inch by 6-inch specimen to a test panel. Condition and then position the panel face-down horizontally, suspend the weight from the free end of the sample, and allow it to hang free an angle of 90 degrees to the panel surface for 5 minutes.

Impact Resistance

Retroreflective sheeting shall be applied to a test panel of aluminum alloy 6061-T6, 0.04 inch by 3 inches by 5 inches according to the sheeting manufacturer's recommendations. The face of the test panel shall be subjected to an impact of 100 inch-pounds using a weight with a 5/8 inch diameter rounded tip dropped from a height necessary to generate an impact of 100 inch-pounds, at test temperatures of both 32 degrees Fahrenheit and 72 degrees Fahrenheit. The test panel shall show no cracking outside the impact area post testing.

Resistance to Accelerated Outdoor Weathering

The retroreflective surface of the sheeting shall undergo 1 year of unprotected outdoor exposure while facing the equator and inclined 45 degrees from the vertical. Following exposure, the sheeting shall be washed in a 5 percent HCL solution for 45 seconds, rinsed thoroughly with clean water, and blotted with a soft clean cloth. After cleaning, the coefficient of retroflection shall not be less than 50 percent of the values in Table III when measured according to ASTM E810. The color shall conform to the chromaticity coordinates of Table I, and the minimum fluorescence luminance factor Y_F shall not be less than 10. The sample shall:

- Show no appreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling, or more than 1/32-inch shrinkage or expansion.
- When more than one panel of a color is measured, the coefficient of retroreflection shall be the average of all determinations.

Optical Stability

Three pieces of new retroreflective sheeting applied to test panels shall each first have their photometric properties characterized by measuring the coefficients of retroreflection at all test geometries shown in Table III.

These panels shall then be exposed in an air circulating oven at 160 degrees Fahrenheit (plus or minus 5 degrees) for a period of 24 hours. These panels will again be characterized for photometric properties by measuring the coefficients of retroreflection according to the requirements of this Special Provision at all test geometries measured before exposure. The coefficients of retroreflection measured after exposure shall be between 80 percent and 120 percent of the values shown in Table III.

Resistance to Corrosion
The retroreflective sheeting applied to a test panel shall show no loss of adhesion, appreciable discoloration or corrosion, and after cleaning shall retain a minimum of 80 percent of the specification minimum when measured at 0.2 degrees observation, -4 degrees entrance angle after 1,000 hours exposure to a 5 percent concentration sat spray at 35 degrees when tested in accordance with ASTM B117.

Measurement

Reinstating Unit Items With Lump Sum Traffic Control

Section 1-10.4(3) is supplemented with the following:

(August 2, 2004)
The Bid Proposal contains the item “Project Temporary Traffic Control,” lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

*** Construction Signs Class A ***

Division 2
Earthwork

Clearing, Grubbing, and Roadside Cleanup

Construction Requirements

Section 2-01.3 is supplemented with the following:

(NWR September 12, 2019)
The Contractor shall protect the root systems of the existing vegetation designated to be saved during clearing and grubbing activities. The Contractor shall conduct operations so vehicles and equipment do not operate, haul, park, or perform other activity within the drip line of vegetation designated to be saved.

(******)

Selective Clearing and Pruning

The Contractor shall selectively clear Unwanted Vegetation listed below:
Noxious Weeds on the Skagit County weed control list

Unwanted Vegetation shall include all grasses and non-native vegetation within the existing desirable vegetation at the locations shown in the Plans or as designated by the Engineer.

The Contractor shall exercise care to not damage existing desirable vegetation. Work shall only commence when each day's activity has been reviewed and approved on site by the Engineer.

The Contractor shall remove or dispose of the debris in accordance with Section 2-01.2.

Payment

Section 2-01.5 is supplemented with the following:

(******)
"Force Account Selective Clearing and Pruning", by force account as provided in Section 1-09.6.

To provide a common Proposal for Bidders, the Contracting Agency has entered an amount for the item “Force Account Selective Clearing and Pruning” to become a part of the total Bid by the Contractor.

Removal of Structures and Obstructions

Description

Section 2-02.1 is supplemented with the following:

(NWR December 31, 2019)
The Contractor shall remove the following as part of the lump sum item “Removal of Structures and Obstructions”:

***

Metal Gate	1 each
Wire Fence	Approximately 188 linear feet
36” Diameter Concrete Pipe	35 linear feet
30” Diameter Corrugated Metal Culvert Pipe	Approximately 15 linear feet
Abandoned Water Line	Approximately 30 linear feet
Abandoned Power and Communications Conduit	Approximately 55 linear feet

***

Construction Requirements

Section 2-02.3 is supplemented with the following:

(February 17, 1998)
Removal of Obstructions
***
Removing Metal Gate and Wire Fence
The Contractor shall remove the metal gate and associated components as part of the existing fence line. Any voids created during removal shall be backfilled with granular material and compacted.

All material to be removed shall become the property of the Contractor and disposed of outside the project limits.

***

(NWR December 31, 2019)

****** Removing Guardrail and Guardrail Anchor***

The Contractor shall carefully remove in accordance with Section 8-11.3(1)D beam guardrail and anchors designated in the Plans for removal. All of the undamaged removed guardrail and anchors, except for the concrete bases, shall remain the property of the Contracting Agency.

The Contractor shall transport the guardrail and anchor items to the following address:

WSDOT
Mount Vernon Maintenance Facility
4100 Cedardale Road
Mount Vernon, WA 98274
Contact: Maintenance Supervisor, Mike Reitz, (360) 848-7230

Five working days written advance notice shall be given to both the Engineer and the Maintenance Superintendent at the address listed above. The Contractor shall contact the Maintenance Superintendent three working days prior to delivery to schedule a time between 7:00 a.m. and 2:00 p.m. Monday through Thursday for delivery of the items. Material will not be accepted without the required advance notice.

The Contractor shall place the guardrail and anchor items at the Maintenance Facility as directed by the Engineer.

***

(October 4, 2021)

Removal and Disposal of Asbestos Material

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

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

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

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

Payment

Section 2-02.5 is supplemented with the following:

(NWR December 31, 2019)
The lump sum Contract price for "Removal of Structures and Obstructions" shall be full payment for performing the Work as specified, including furnishing the backfill material, backfilling, and compacting the voids created from culvert, pipe, drainage structure, fence, and monument cover and riser section removals; transporting to and stacking the concrete barrier and connecting pins, impact attenuator, and guardrail items at the Maintenance Facilities; removing/relocating the mailbox; and all other removals, as specified.

Roadway Excavation and Embankment

Description

(******)
Section 2-03.1 is supplemented with the following:

Earthwork Description
This Work includes earthwork associated with constructing Roadways, embankments, embankment compaction, excavation for Structures, backfilling for Structures, drainage, backfill for removal of Structures and Obstructions, channel grading for streams and ditches, footings, Contractor Designed Buried Structure No. 1 and associated wing walls, and reconstructing the SR 534 mainline Roadway to the top of the subgrade.

Vacant

(******)
Section 2-03.2 is supplemented with the following:

Earthwork Materials
Earthwork Materials shall meet the following requirements:

Gravel Borrow Incl. Haul	9-03.14(1)
Gravel Backfill for Walls	9-03.12(2)
Crushed Surfacing Base Course	9-03.9(3)

L.S. Earthwork Approx. Quantities
The lump sum item "Earthwork" contains the following approximate quantities of materials and Work:

Roadway Excavation Incl. Haul	205 C.Y.
Structure Excavation Cl. A Incl. Haul	650 C.Y.
Channel Excavation Incl. Haul	2,530 C.Y.

Embankment Compaction	230 C.Y.
Gravel Borrow Incl. Haul	440 Ton
Gravel Backfill for Walls	250 Ton
Crushed Surfacing Base Course (CDBS No.1)	185 Ton
Lightweight Volcanic Borrow Incl. Haul	50 Ton

The quantities listed are only for the convenience of the Contractor in determining the volume of Work involved and are not guaranteed to be accurate. Quantities may vary depending on the Contractor's work methods, order of Work, suitability of excavated materials, and structure dimensions. The prospective Bidders shall verify these quantities before submitting a Bid. No adjustments other than for approved changes will be made in the lump sum Contract price for "Earthwork" even though the actual quantities required may deviate from those listed.

Construction Requirements

Embankment Construction

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

(******)

Lightweight Volcanic Backfill Including Haul

When required by the Plans or the Engineer, the Contractor shall use lightweight volcanic backfill meeting the requirements of Section 9-03.12 of these Special Provisions to:

A. Build embankments.
B. Backfill behind retaining walls.

Lightweight volcanic backfill shall be placed in layers no more than 18 inches deep. The minimum layer thickness shall be 12 inches. Each layer of backfill shall be compacted by one complete coverage of a tracked dozer with a minimum weight of 18,000 pounds and a maximum ground pressure of 6.0 pounds per square inch. Sharp turns, sudden stops, and multiple passes shall not be performed.

Compaction shall be performed in accordance with this Special Provision except where shown otherwise in the Plans.

Compacting Earth Embankments

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

(March 13, 1995)

All embankments, except waste embankments, shall be compacted using Method A.

(******)

Section 2-03.3 is supplemented with the following:

Earthwork Construction Requirements

Earthwork construction includes the excavation for Roadways, construction of

Roadway embankments, excavation for Structures, backfilling for Structures, and channel grading for streams and ditches. Earthwork shall meet the construction requirements for Roadway Excavation, Channel Excavation, Ditch Excavation, Embankment Compaction, and Borrow as specified in Section 2-03.

Earthwork shall also meet the construction requirements for Structure Excavation Class A, backfilling of Structures as specified in Section 2-09 and Embankment Compaction Method A as specified in Section 2-03.3(14)C.

Measurement

Section 2-03.4 is supplemented with the following:

(******)
Copies of the ground cross-section notes are available for the Bidder's inspection at the location specified in the Special Provision; **Examination of Plans, Specifications and Site of Work**.

Payment

Section 2-03.5 is supplemented with the following:

(******)
Earthwork Payment
Payment will be made in accordance with Section 1-04.1 for the following Bid items:

"Earthwork" lump sum.

The lump sum Contract price for "Earthwork" shall be full payment to perform the Work as specified including haul.

(******)
GEOMEMBRANE LINER

Description

This Work shall consist of furnishing and installing flexible membrane lining in the locations shown in the Plans.

Materials

The geomembrane shall be manufactured from a medium or high-density polyethylene resin. Only one type of resin (one manufacturer, one resin classification) shall be used to manufacture geomembrane for this project.

The raw material shall be first quality polyethylene resin containing no more than 5% clean post-industrial (edge trim) recycled polymer by weight, and meeting the following specifications:

Table 1
Requirements for Geomembrane Liner

TESTED PROPERTY	TEST METHOD	UNIT ENGLISH (METRIC)	VALUE ENGLISH (METRIC)	
			45mil	60mil
Color			Black	Black
Thickness, nominal ±10%	ASTM D 5199	mil (mm)	45 (1.14)	60 (1.52)
TENSILE PROPERTIES				
Break Strength	ASTM D 882	lb/in (kN/m)	50 (9)	65 (11.4)
Break Elongation	ASTM D 882	%	500	500
Tear Resistance lbf/in (kN/m)	ASTM D 1004	lbs (N)	9 (40)	12 (50)
Puncture Resistance	ASTM D 4883	lbs (N)	35 (150)	45 (190)
Brittleness Temperature	ASTM D 746	°F (°C)	-49 (-45)	-49 (-45)
Water Vapor Permeance Max. perms	ASTM E 96 (Proc B or W)		2.0	2.0
Resistance to Water Absorption % change in mass max. after 7 days immersion @ 170°F (65°C)	ASTM D 471		+8.0 -2.0	+8.0 -2.0
Resistance to Heat Aging (Properties after 170 hrs @ 212°F (100°C) 1. Tensile Break Strength 2. Elongation, ultimate min.	ASTM D 882	%	90 75	90 75
Multiaxial Elongation	ASTM D 5617	%	100	100
Dimensional Stability	ASTM D 1204	%	0.75	0.75
Ozone Resistance Condition after exposure to 1000pphm ozone in air for 168 hrs @ 140°F (40°C) (Sample under 50% strain)	ASTM D 1149		No Cracks	No Cracks
Resistance to outdoor (Ultraviolet) Weathering, Xenon-Arc, 4000 hr exposure @ 70˚F (176˚F) Black panel temperature, visual condition	ASTM G 26		No Cracks	No Cracks
Toxicity to Fish	ASTM E 729 (96) Modified		Passes	Passes
Shore A Durometer	ASTM D 2240		65±10	65±10

Submittals

The Contractor shall submit a Manufacturer's Certificate of Compliance to the Engineer a minimum of ten calendar days prior to installation of any geomembrane material.

Construction Requirements

Subgrade Preparation

The area to be lined shall be compacted to 95% of maximum density as determined under the tests described in Section 2-03.3(14)D.

The foundation area shall be smooth and free of irregularities, protrusions, and abrupt changes in grade. Stumps and roots shall be removed. Rocks (larger than 1/2" and all fractured rocks), hard clods, and other such material shall be removed.

Placement

The Contractor shall be responsible for determining the required amount of compensation that must be installed in the geomembrane to ensure that it will not be unduly tensioned

due to temperature variations in service and shall be responsible for ensuring that sufficient HDPE geomembrane is installed to compensate for contraction of the material during anticipated lower temperatures and to prevent expansion and excessive wrinkling at possible higher covering temperatures. The geomembrane must not be tensioned and shall be fully supported by the subgrade when it is covered by soil or liquid ballast.

Seaming

The Contractor shall construct watertight seams in accordance with the manufacturer's recommendations.

Measurement

Measurement for installation of geomembrane liner will by the square yard for the ground surface area actually covered.

Payment

Payment will be made in accordance with Section 1-04.1 for the following bid item:

"Geomembrane Liner", per square yard.

The unit Contract price per square yard for "Geomembrane Liner" shall be full payment for all costs to perform the Work.

Division 5
Surface Treatments and Pavements

Hot Mix Asphalt

Materials

How to Get an HMA Mix Design on the QPL

Mix Designs Containing RAP and/or RAS

High RAP/Any RAS – Mix Design Submittals for Placement on QPL

Section 5-04.2(1)A2 is revised to read:

(April 27, 2022)
For High RAP/Any RAS mix designs, comply with the following additional requirements:

1. All RAS will be manufactured waste RAS only.

2. For mix designs with any RAS, test the RAS stockpile (and RAP stockpile if any RAP is in the mix design) in accordance with Table 3.

3. For High RAP mix designs with no RAS, test the RAP stockpile in accordance with Table 3.

4. For mix designs with High RAP/Any RAS, construct a single stockpile for RAP and a single stockpile for RAS and isolate (sequester) these stockpiles from further stockpiling before beginning development of the mix design. Test the RAP and RAS during stockpile construction as required by item 1 and 2 above. Use the test data in developing the mix design and report the test data to the Contracting Agency on WSDOT Form 350-042 as part of the mix design submittal for approval on the QPL. Account for the reduction in asphalt binder contributed from RAS in accordance with AASHTO PP 78. Do not add RAP or RAS to the sequestered stockpiles after starting the mix design process, unless measures have been taken:

   a. Test samples of the RAP or RAS to be added to the sequestered stockpile in accordance with Table 3. A minimum of 5 tests of the RAP or RAS will be required each time additional material is added to the sequestered stockpiles.

   b. Evaluate and compare the test results from Section 4a to the results from the original sequestered stockpile properties from the mix design. Develop a written plan defining how the RAP/RAS will be incorporated into the sequestered stockpile without materially changing the binder grade or aggregate gradation properties of the sequestered stockpile. Submit the test results and incorporation plan to the Engineer for approval.

Table 3 Test Frequency of RAP/RAS During RAP/RAS Stockpile Construction for Approving a High RAP/Any RAS Mix Design for Placement on the QPL

Test Frequency[1]	Test for	Test Method
1/1000 tons of RAP (minimum of 10 per mix design) and 1/100 tons of RAS (minimum of 10 per mix design)	Asphalt Binder Content and Sieve Analysis of Fine and Coarse Aggregate	FOP for AASHTO T 308 and FOP for AASHTO T 30
1/400 tons of RAS (minimum of 5 per mix design)	Asbestos content <0.1%	PLM Test Method EPA/600/R-93/116 (1000 Point Count) See Section 9-03.21(1)A
1/200 tons of RAS (minimum of 5 per mix design)	Asbestos Containing Material (ACM) <1.0%	PLM Test Method EPA/600/R-93/116 See Section 9-03.21(1)A

[1]"tons", in this table, refers to tons of the reclaimed material before being incorporated into HMA.

5. Limit the amount of RAP and/or RAS used in a High RAP/Any RAS mix design by the amount of binder contributed by the RAP and/or RAS, in accordance with Table 4.

Table 4	Maximum Amount of RAP and/or RAS in HMA Mixture
Maximum Amount of Binder Contributed from:	
RAP	RAS
40%[1] minus contribution of binder from RAS	20%[2]
[1]Calculated as the weight of asphalt binder contributed from the RAP as a percentage of the total weight of asphalt binder in the mixture. [2]Calculated as the weight of asphalt binder contributed from the RAS as a percentage of the total weight of asphalt binder in the mixture.	

6. Develop the mix design including RAP, RAS, recycling agent, and new binder.

7. Extract, recover, and test the asphalt residue from the RAP and RAS stockpiles to determine the percent of recycling agent and/or grade of new asphalt binder needed to meet but not exceed the performance grade (PG) of asphalt binder required by the Contract.

    a. Perform the asphalt extraction in accordance with AASHTO T 164 or ASTM D 2172 using reagent grade solvent.

    b. Perform the asphalt recovery in accordance with AASHTO R 59 or ASTM D 1856.

    c. Test the recovered asphalt residue in accordance with AASHTO R 29 to determine the asphalt binder grade in accordance with Section 9-02.1(4).

    d. After determining the recovered asphalt binder grade, determine the percent of recycling agent and/or grade of new asphalt binder in accordance with ASTM D 4887.

    e. Test the final blend of recycling agent, binder recovered from the RAP and RAS, and new asphalt binder in accordance with AASHTO R 29. The final blended binder shall meet but not exceed the performance grade of asphalt binder required by the Contract and comply with the requirements of Section 9-02.1(4).

8. Include the following test data with the mix design submittal:

    a. All test data from RAP and RAS stockpile construction.

    b. A Safety Data Sheet (SDS) and documentation that no asbestos has been added during production of the manufactured waste shingles as detailed in Section 9-03.21(1).

    c. All data from testing the recovered and blended asphalt binder.

9. Include representative samples of the following with the mix design submittal:

   a. RAP and RAS.

   b. 150 grams of recovered asphalt residue from the RAP and RAS that are to be used in the HMA production.

Mix Design – Obtaining Project Approval

Section 5-04.2(2) is supplemented with the following:

(January 3, 2011)
ESAL's
The number of ESAL's for the design and acceptance of the HMA shall be ***
0.6 to 3.0 *** million.

HMA Tolerances, Specification Limits and Adjustments

The second paragraph of item number 1 of Section 9-03.8(7) is revised to read:

(September 8, 2020)
These tolerance and specification limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the No. 8 tolerance is ± 4% from the JMF, the No. 200 tolerance is ± 2.0% from the JMF with a minimum of 2% and a maximum of 8.0% passing the No. 200 sieve, other tolerance limits for sieves designated as 100 percent passing will be 99-100.

Reclaimed Asphalt Shingles

Section 9-03.21(1)A, including title, is revised to read:

(April 27, 2022)
Recycled Asphalt Shingles
Recycled asphalt shingles shall be manufactured waste shingles and shall be non-asbestos containing material (ACM) as defined in 40 CFR 61 Subpart M and tested in accordance with 40 CFR part 763, subpart E, appendix E, Section 1, Polarized Light Microscopy (PLM) Test Method EPA/600/R-93/116 by a certified testing laboratory. The PLM Test Method to determine ACM content will be the standard PLM Test Method to determine ACM less than 1.0%. Additionally, the PLM 1000 Point Count Test Method to determine asbestos less than 0.1% is required. At a minimum, the laboratory testing for asbestos content will be certified by one or more the following: National Voluntary Laboratory Accreditation Program (NVLAP), American Industrial Hygiene Association IH Laboratory Accreditation, or Washington State Department of Ecology for analysis of asbestos in bulk material. The Contractor shall keep all ACM and asbestos test results on file and provide copies to the Engineer when submitting a HMA mix design for approval in accordance with Section 5-04. The Contractor shall provide the testing and certification for toxicity characteristics in accordance with Section 9-03.21(1) prior to delivery and placement of the recycled asphalt shingles and use of the RAS in HMA. The Contractor shall also provide a Safety Data Sheet (SDS) of the RAS specifically detailing all ingredients of the manufactured waste shingles. The ingredients list needs to include the amount of asbestos as well as all types of fibrous materials.

Construction Requirements

Equipment

Material Transfer Device or Material Transfer Vehicle

(April 4, 2016)
Section 5-04.3(3)D is deleted in its entirety.

HMA Compaction Acceptance

The column in Table 14 of Section 5-04.3(10), titled "Statistical Evaluation of HMA Compaction is Required for", is supplemented with the following:

(April 3, 2017)
- Any HMA for which the specified course thickness is greater than 0.10 feet and the HMA is placed in the shoulder.

Payment

Section 5-04.5 is supplemented with the following:

(January 13, 2021)
Asphalt Cost Price Adjustment
The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

"HMA Cl. ___ PG ___"
"HMA for Approach Cl. ___ PG ___"
"HMA for Preleveling Cl. ___ PG ___"
"HMA for Pavement Repair Cl. ___ PG ___"
"Commercial HMA"

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: https://wsdot.wa.gov/business-wsdot/contracts/about-public-works-contracts/payments-reporting/asphalt-binder-reference-cost. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column

in the WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: **Current Reference Cost** is selected from the website table based on the “Date Effective” that immediately precedes the current month’s progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the “Date Effective” that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month’s progress payment.

“Asphalt Cost Price Adjustment”, by calculation.
“Asphalt Cost Price Adjustment” will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

Division 6
Structures

Concrete Structures

Materials

Section 6-02.2 is supplemented with the following:

(April 1, 2013)
Resin Bonded Anchors

The resin bonded anchor system shall include the nut, washer, and threaded anchor rod which is installed into hardened concrete with a resin bonding material.

Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications.

Resin bonding material used in submerged liquid environment shall be specifically recommended by the resin manufacturer for this application.

The resin bonded anchor system shall conform to the following requirements:

1. Threaded Anchor Rod and Nuts

Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A 449, except as otherwise noted, and be fully threaded. Threaded anchor rods for stainless steel resin bonded anchor systems shall conform to ASTM F 593 and shall be Type 304 unless otherwise specified.

Nuts shall conform to ASTM A 563, Grade DH, except as otherwise noted. Nuts for stainless steel resin bonded anchor systems shall conform to ASTM F 594 and shall be Type 304 unless otherwise specified.

Washers shall conform to ASTM F 436, and shall meet the same requirements as the supplied anchor rod, except as otherwise noted. Washers for stainless steel resin bonded anchor systems shall conform to ASTM A 240 and the geometric requirements of ASME B18.21.1 and shall be Type 304 Stainless Steel unless otherwise specified.

Nuts and threaded anchor rods, except those manufactured of stainless steel, shall be galvanized in accordance with AASHTO M 232. Galvanized threaded anchor rods shall be tested for embrittlement after galvanizing, in accordance with Section 9-29.6(5).

Threaded anchor rods used with resin capsules shall have the tip of the rod chiseled in accordance with the resin capsule manufacturer's recommendations. Galvanized threaded rods shall have the tip chiseled prior to galvanizing.

2. Resin Bonding Material

Resin bonding material shall be a two component epoxy resin conforming to Type IV ASTM C 881 or be one of the following:

a. Vinyl ester resin.

b. Polyester resin.

c. Methacrylate resin.

3. Ultimate Anchor Tensile Capacity

Resin bonded anchors shall be tested in accordance with ASTM E 488 to have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

Anchor Diameter (inch)	**Tensile Capacity (lbs.)**	**Embedment (inch)**
3/8	7,800	3-3/8
1/2	12,400	4-1/2
5/8	19,000	5-5/8
3/4	27,200	6-3/4
7/8	32,000	7-7/8
1	41,000	9
1-1/4	70,000	11-1/4

The Contractor shall submit items 1 and 2 below to the Engineer for all resin bonded anchor systems. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

For resin bonded anchor systems that are installed in a submerged liquid environment the Contractor shall submit items 1, 2, and 4 below. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

1 The resin manufacturer's written installation procedure for the anchors.

2. The manufacturer's certificate of compliance for the threaded anchor rod certifying that the anchor rod meets these requirements.

3. Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in the above table. The tests shall be performed in accordance with ASTM E 488.

4. For threaded anchors intended to be installed in submerged liquid environments the Contractor shall submit tests performed by an independent laboratory within the past 24 months which certifies that anchors installed in a submerged environment meet the strength requirements specified in the above table.

(September 8, 2020)

Epoxy Bonding Agent For Surfaces And For Steel Reinforcing Bar Dowels

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

(******)

Precast Bridge Approach Slab

Steel bars, plates and angles shall conform to ASTM A 36.

Welded shear studs shall conform to Section 9-06.15.

Premolded joint filler shall conform to Section 9-04.1(2).

Epoxy bonding agent shall conform to Section 6-02.3(10)F and Section 9-26.1 as supplemented in this Special Provisions.

Prior to embedment in concrete, the welded shear studs and steel bars and angles shall be painted in accordance with Section 6-07.3(9)A and 6-07.3(9)D.

Construction Requirements

Classification of Structural Concrete

The last sentence of the first paragraph of Section 6-02.3(1) is revised to read as follows:

(******)
The letter designation following the class of concrete identifies the specific use; LW for Lightweight applications.

Proportioning Materials

Contractor Mix Design

Section 6-02.3(2)A is supplemented with the following:

(******)
Lightweight Concrete Class 4000LW

All Class 4000LW concrete shall conform to the following requirements:

1. Materials shall be proportioned to produce concrete with a specified equilibrium density of 115 pcf (+0/-5 pcf), as determined by measurement in accordance with ASTM C567. The concrete mix design submittal shall identify the maximum fresh density of concrete allowed at the specified point of acceptance. The maximum fresh density of concrete shall be determined by adding 115 pcf to a calculated weight loss factor. The weight loss factor, in pcf, shall be taken as the difference between the fresh density and average equilibrium density, as determined in accordance with ASTM C567.

2. Splitting tensile strength shall exceed 330 psi, as determined in accordance with AASHTO T 198 (ASTM C496). The splitting tensile strength shall be the average of eight specimens.

3. The nominal maximum aggregate size shall be ½" or ¾".

4. Permeability shall be less than 2,000 coulombs at 56 days in accordance with AASHTO T 277.

5. Freeze-thaw durability shall be provided by one of the following methods:

    a. The concrete shall maintain an air content of 6.0 percent (+/- 1.5 percent)

    b. The concrete shall maintain a minimum air content that achieves a durability factor of 60 percent, minimum, after 300 cycles in accordance with AASHTO T 161 (ASTM C666), Procedure A. This air content shall not be less than 3.0 percent. Test samples shall be obtained from concrete batches of a minimum of 3.0 cubic yards.

6. Shrinkage at 28 days shall be less than 0.035 percent in accordance with AASHTO T 160.

7. Age at cracking under restrained shrinkage shall be measured in accordance with ASTM C1581.

8. Modulus of elasticity shall be measured in accordance with ASTM C469.

9. The Contractor shall submit the mix design in accordance with this Section. The submittal shall include test reports for all tests listed above that follow the reporting requirements of the AASHTO/ASTM procedures. Samples for testing may be obtained from either laboratory or concrete plant batches. If concrete plant batches are used, the minimum batch size shall be 3.0 cubic yards. The Contractor shall submit the mix design to the Engineer at least 30 calendar days prior to the placement of concrete in the bridge deck.

Ready-Mix Concrete

Consistency

Section 6-02.3(4)C is supplemented with the following:

6. For all Class 4000LW concrete, the maximum slump shall be 5”.

Acceptance of Concrete

General

(******)
Coarse aggregate for Class 4000LW concrete shall conform to AASHTO M195 and shall be supplied from a single source.

(******)
Class 4000LW concrete shall be accepted based on conformance to the requirements for temperature, slump, air content, fresh density, and the specified 28-day compressive strength at 28 days for sublots as tested and determined by the Contracting Agency.

Air content will be determined in accordance with AASHTO T 196. Fresh Density will be determined in accordance with AASHTO T 121. The maximum allowable fresh density will be taken from the approved concrete mix design submittal.

Certification of Compliance

Test Methods

Section 6-02.3(5)D is supplemented with the following:

AASHTO T 196 (ASTM C173)	Air Content of Freshly Mixed Concrete by the Volumetric Method
AASHTO T 121 (ASTM C138)	Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete

Sampling and Testing for Temperature, Consistency, and Air Content

Section 6-02.3(5)G is supplemented with the following:

Sampling and testing of the fresh density of Class 4000LW concrete shall be performed at the same frequency as sampling and testing of temperature, slump and air content.

Precast Concrete Panels

Bridge Decks and Bridge Approach Slabs

Bridge Approach Slab Orientation and Anchors

Section 6-02.3(10)F is supplemented with the following:

(August 4, 2008)
The pavement end of the bridge approach slab shall be constructed parallel to the pavement seat.

Precast Bridge Approach Slabs

The precast bridge approach slab panels shall be fabricated and erected in accordance with Section 6-02.3(9), this Provisions and the Contract Plans.

Crushed surfacing top course shall be placed and compacted over the approach slab area to the elevation of the bottom of the bottom of the bridge approach slab panels, in accordance with Section 5-05.3(6).

The Contractor shall drill holes into end pier diaphragms, and shall set dowel bars in place, in accordance with Section 6-02.3(24)C, as supplemented in these Special Provisions and as shown in the Contract Plans.

The premolded joint filler shall be placed in accordance with Section 6-01.14 and the details shown in the Contract Plans.

The weld ties shall be welded and the keyways and dowels bar blockouts filled with grout in accordance with Section 6-02.2.

Placing Anchor Bolts

Section 6-02.3(18) is supplemented with the following:

(January 3, 2011)
Resin Bonded Anchors
The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.

The anchors shall be installed in accordance with the resin manufacturer's written procedure.

Holes shall be drilled as specified in the Plans. Holes may be drilled with a rotary hammer drill when core drilling is not specified in the Plans. If holes are core drilled, the sides of the holes shall be roughened with a rotary hammer drill after core drilling.

Holes shall be prepared in accordance with the resin manufacturer's recommendations and shall meet the minimum requirements as specified herein. Holes drilled into concrete shall be thoroughly cleaned of debris, dust, and laitance prior to installing the threaded rod and resin bonding material. Holes shall not have any standing liquid at the time of installation of the threaded anchor rod.

The anchor nuts shall be tightened to the following torques when the embedment equals or exceeds the minimum embedment specified.

Anchor Diameter (inch)	Minimum Torque (ft-lbs)	Maximum Torque (ft-lbs)	Minimum Embedment (Inch)
3/8	12	18	3-3/8
1/2	22	35	4-1/2
5/8	55	80	5-5/8
3/4	106	140	6-3/4
7/8	165	190	7-7/8
1	195	225	9
1-1/4	370	525	11-1/4

When the anchor embedment depth is less than the minimum values specified, the anchor nuts shall be tightened to the torque values specified in the Plans, or as recommended by the resin bonded anchor system manufacturer and approved by the Engineer.

Reinforcement

Placing and Fastening

(September 8, 2020)
Drilling Holes for, and Setting, Steel Reinforcing Bar Dowels
Where called for in the Plans, holes shall be drilled into existing concrete to the size and dimension shown in the Plans. The Contractor may use any method for drilling the holes provided the method selected does not damage the concrete and the steel reinforcing bar that is to remain. Core drilling will be required when specifically noted in the Plans.

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

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

The Contractor shall demonstrate, to the satisfaction of the Engineer, that the method used for setting the steel reinforcing bars completely fills the void between the steel reinforcing bar and the concrete with epoxy resin. Dams shall

be placed at the front of the holes to confine the epoxy and shall not be removed until the epoxy has cured in the hole.

Buried Structures

Description

Definitions

The list of types of buried structures in Section 6-20.1(1) is supplemented with the following:

(January 10, 2022)
Composite Arch System (CAS): A buried Structure consisting of a two-component Superstructure placed on reinforced concrete foundations. The Superstructure consists of fiber-reinforced polymer (FRP) composite hollow tube external reinforcement/stay-in-place forms filled with expansive self-consolidating concrete (ESCC), supporting custom pultruded corrugated FRP deck panels retaining the structural backfill.

The Superstructure of the CAS shall be as designed and supplied by:

Advanced Infrastructure Technologies (AIT), LLC
55 Baker Boulevard
Brewer, ME 04412
(207) 573-9055
www.aitbridges.com

Fabrication shall be by the supplier or a licensed designee as designated by a Type 1 Working Drawing.

Materials

Section 6-20.2 is supplemented with the following:

(January 10, 2022)
Composite Arch System

FRP Composite Hollow Tubes

Glass fibers shall be type E-glass manufactured in accordance with ASTM D578 Section 4.2.2 and tested in accordance with ASTM D2343.

Carbon fibers shall be standard modulus fibers. Tensile strength, tensile modulus, and strain of the fibers shall be documented in accordance with the manufacturer's test specifications.

Resin shall be epoxy vinyl ester resin with viscosity suitable for infusion. Clear casting tensile strength and tensile modulus shall be tested in accordance with ASTM D638. Clear casting flexural strength and modulus shall be tested in accordance with ASTM D790. Heat distortion temperature shall be documented in accordance with ASTM D648.

FRP components will be accepted based on a Manufacturer's Certificate of Compliance. The certificate shall include test results for physical, material, and durability properties specified in Section 3 of the *AASHTO LRFD Guide Specification for Design of Concrete Filled FRP Tubes for Flexural and Axial Members*.

FRP Deck Panels and Associated Fasteners and Adhesive Sealant

The resin shall be premium grade, chemically resistant, UV stabilized polyurethane of the type specified in the fabrication shop drawings.

The glass reinforcement shall be E-Glass that is straight and continuous, with fibers oriented in three directions (0, 45, 90-degrees with respect to the length of the panel). The glass content shall be a minimum of 70-percent by weight.

The FRP deck panels shall have a class B flame spread rating of 75 or less when tested in accordance with ASTM E84, with the thickness, width, and corrugation height specified in the fabrication shop drawings.

The fasteners attaching the FRP deck panels to the FRP composite hollow tubes shall be drill point type AISI 410 stainless steel screws as specified in the fabrication shop drawings.

The adhesive sealing the longitudinal joint of the FRP deck panels shall be a two-part urethane sealant as specified in the fabrication shop drawings.

Expansive Self Consolidating Concrete (ESCC)

Total Cementitious Materials (CM) shall include cement, fly ash, and an expansive cement component specified by the composite arch bridge system supplier.

Cement shall be Type I/II or Type IL portland cement conforming to AASHTO M 85.

An expansive cement product conforming to ASTM C845 Type K shall be added at the rate as specified in Item 8 of the mix design parameters specified below.

Class F fly ash conforming to Section 9-23.9 or ground granulated blast furnace slag conforming to Section 9-23.10 may be added at the allowable rates specified in Item 9 of the mix design parameters specified below.

ESCC Mix Design

The ESCC mix shall be designed in accordance with Section 6-02.3(2)A2 and the following requirements:

1. Minimum 28-day compressive strength = 6000 psi.

2. Maximum size of coarse aggregate = 3/8-inch.

3. Fine aggregate proportions shall be 50 ± 5-percent of the total aggregate by volume, to be determined by trial batching as required to attain specified strength, Visual Stability Index (VSI) and flow characteristics.

4. Type F high range water reducer conforming to Section 9-23.6(7) is required and shall be used at the concrete supplier's recommended dosage.

5. Viscosity modifying admixture conforming to Section 9-23.6(9) may be added at the concrete supplier's recommended dosage to improve mix stability.

6. Hydration stabilizer (retarder) is required to ensure sufficient water and time to begin ettringite formation of the Type K expansive cement.

7. Minimum Cementitious Material (CM) = 850 LB./C.Y.

8. The mix shall contain Type K expansive cement at a rate of 15-percent by weight of total cementitious material. This quantity may be revised by a CTS Component materials technician that has reviewed mix design and has provided a recommended Type K proportion for a specific mix supplier.

9. The mix may include Section 9-23.9 Class F fly ash at a rate less than 25-percent by weight of cementitious material, or Section 9-23.10 Grade 100 or Grade 120 ground granulated blast furnace slag at a rate less than 50-percent, by weight of cementitious material.

10. The water/cementitious material ratio (W/CM) shall be between 0.40 and 0.45.

11. Air content shall be 0-percent to 5.0-percent.

ESCC shall meet the following requirements in accordance with ASTM C1611 or AASHTO T 347 and AASHTO T 351 for slump flow and visual stability index:

1. Slump flow shall be between 24 and 30-inches

2. Visual stability index shall be between 0 and 1.0.

Additional concrete mix design requirements of the supplier shall be shown in the FRP tube fabrication shop drawings.

Trial batches shall be performed prior to use to verify compressive strength, slump flow, and visual stability index. Test results shall be submitted as a Type 1 Working Drawing. The trial batch requirement may be waived at the discretion of the Engineer if the concrete supplier is experienced in producing ESCC.

Each batch of ESCC delivered to the jobsite shall be tested for slump flow and visual stability index. If the ESCC fails to meet the requirements re-dosing with additives is permitted. The Engineer may reject ESCC that does not meet specified requirements.

Construction Requirements

Section 6-20.3 is supplemented with the following:

(January 10, 2022)

Composite Arch System

Design

The CAS design, Superstructure and foundation, shall conform to Section 6-20.3(1), and the following:

The CAS shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications, the AASHTO LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members, the ASCE Pre-Standard for LRFD of Pultruded FRP Structures, and other applicable specifications.

The CAS shall be designed by the supplier on a project-specific basis by a licensed professional engineer, with design and load rating calculations and fabrication shop drawing Working Drawings provided to the Contractor.

Submittals

Submittals for CAS Superstructure and foundation shall conform to Section 6-20.3(2).

Foundation

The CAS foundation shall be constructed in accordance with Sections 6-20.3(5) and 6-20.3(6).

Fabrication

The CAS structural components shall be fabricated, either by the supplier or an independent fabricator licensed by the supplier, in accordance with Section 6-20.3(7) and the following:

Fabrication Quality Control/Quality Assurance

FRP composite hollow tubes shall be fabricated in accordance with the supplier's QC/QA plan and standard operating procedures. The portions of the QC/QA plan and procedures which do not contain trade secret material will be submitted to the Contracting Agency for review upon Engineer's request prior to beginning fabrication.

The FRP laminate comprising the tube shell shall be tested for tensile strength. Test result documentation of the mechanical properties and the required design values shall be submitted as a Type 1 Working Drawing.

A minimum of five test specimens shall be obtained from each FRP composite hollow tube. A minimum of two specimens per tube shall be tested. If the mean of the two tests from any one tube fails to meet or exceed the required design value, then at least three more specimens from the corresponding tube shall be tested. If the mean of the three additional specimens does not meet or exceed the design value, the tube will be rejected and replaced. All test results shall be submitted as a Type 1 Working Drawing prior to placing and assembling the tubes.

FRP Composite Hollow Tube Fabrication

The FRP composite hollow tubes may be fabricated as specified below using a closed mold vacuum assisted resin transfer method (VARTM) of composite manufacturing:

Reinforcement Storage and Preparation

Fabrics shall be stored in a clean, dry environment in the original packaging. They shall be protected from water, dirt, grease, grinding dust, and other foreign matter. The fabrics shall be cut on a clean cutting surface, free of any deleterious material that may adhere to the fabrics prior to layup. Longitudinal fabric shall not be spliced. Hoop reinforcement may be spliced.

Chemicals

Vinyl ester resins and other chemicals necessary for catalyzing the infusion matrix shall be stored in accordance with the manufacturer's recommendations.

Vacuum Assisted Resin Transfer

Prior to vacuum infusion of the vinyl ester matrix, the fabricator shall thoroughly seal the tooling and demonstrate that the sealed tooling can obtain a minimum workable vacuum pressure and a drop test. Chemical additives and catalysts to be combined with the vinyl ester resin shall be measured by weight, or the corresponding volume, based on the batch weight of the vinyl ester resin. The fabricator shall maintain documentation of the promotion rates and the actual amount of catalyst used for each infusion.

The infusion tank shall be charged with a sufficient amount of resin at all times to prevent air bubbles from entering the infusion ports in the tooling. Once resin is introduced into the tooling, the infusion process shall continue uninterrupted until it has been demonstrated that all evacuation ports have a surplus of resin flowing past the finished surface of the tooling and that no less than the predicted volume of resin has been introduced into the tool.

Post Processing

Once the laminate has been allowed to harden, the FRP composite hollow tubes shall be removed from the form with care so as not to induce stresses into the curing laminate. The laminate shall reach a minimum Barcol hardness value of 35 prior to removing the tubes from the form.

Tolerances

The finished FRP composite hollow tubes shall conform to the dimensions set forth in the accepted Type 2 Working Drawing fabrication shop drawings of Section 6-20.3(2). The diameter shall not vary in any one section by more than one-percent of the dimension given in the fabrication shop drawings. The tubes shall be checked for shape variations. No tube may vary from the shape specified in the fabrication shop drawings, expect for diameter, by more than 2-inches or one-percent of the dimension, whichever is smaller.

Composite Arch System Placement and Assembly

The CAS structural components shall be erected in accordance with Section 6-20.3(8) and the following:

Assignment of Responsibility

The supplier shall furnish the Contractor the FRP composite hollow tubes, FRP deck panels, stainless steel fasteners, and the structural adhesive at the project site on the date requested by the Contractor.

The Contractor is responsible for the complete installation of the FRP composite hollow tubes including but not limited to unloading and storing the tubes at the project site, erecting and setting the tubes into the reinforced concrete foundation, filling the tubes with ESCC, inspecting the filled tubes for voids, and filling such voids if any are found.

After receiving the accepted fabrication shop drawings, the Contractor shall notify the fabricator to fabricate and deliver the FRP composite hollow tubes, FRP deck panels, stainless steel fasteners, and the structural adhesive to the project site.

Handling and Storage at the Project Site

Care shall be taken when handling the FRP composite hollow tubes such that no damage is caused to the unfilled tubes. When moved or placed by hand, tubes shall be stabilized to prevent tipping over. When moved by hoist, straps shall provide at least 2 inches of padded contact area.

The Contractor is responsible for receiving, unloading, and storing the FRP deck panels. All FRP deck panels shall be handled with care and protected from cuts, scratches, and abrasions. FRP deck panels shall be stored on blocking off the ground and kept clean and dry. Damaged panels shall be replaced at no additional expense to the Contracting Agency.

FRP Tube and FRP Panel Placement and Assembly

The Contractor is advised that the FRP composite hollow tubes have some flexibility prior to filling with ESCC, and tubes out of tolerance without any outside loading may be brought into tolerance with a small force applied at each end. All tubes shall be clearly marked by the fabricator in accordance with the designation in the fabrication shop drawings.

The FRP composite hollow tubes shall be erected in a vertical position and FRP deck panels installed prior to filling the tubes with ESCC. The maximum allowable variation of installed tubes shall be ± 1/2-inch in-plane and out-of-plane. The FRP deck panels shall be installed over the tubes after the tubes are erected and aligned. The tubes shall be set into the reinforced concrete foundation as shown in the Plans. Care shall be taken when placing the foundation and vibrating around the base of the tubes as to not damage or displace the tubes.

FRP deck panels shall be installed as shown in the Plans using fasteners provided. The first row of FRP deck panels shall be installed on each side prior to casting the foundation stem wall. The remaining FRP deck panels shall be

installed after the foundation stem wall has been cast and prior to filling the FRP composite hollow tubes with ESCC.

Adhesive provided shall be used in accordance with the manufacturer's recommendations to seal the longitudinal joint between the panels. FRP deck panels shall be installed starting at the bottom at both ends of the FRP composite hollow tubes and proceeding to the apex. The Contractor shall assure that the starter panels are placed as shown in the Plans to a level line. A closure plate is provided at the apex to be field-trimmed to fit and attached after the tubes are filled with ESCC.

Once the foundation has achieved 2000 psi minimum concrete compressive strength, the erected FRP composite hollow tubes shall be filled with ESCC.

Placing ESCC Tube Fill

ESCC will be accepted as a self-consolidating concrete in accordance with Section 6-02.3(5).

ESCC shall be placed in accordance with Section 6-02.3(6) and the following:

All FRP composite hollow tubes shall be filled with ESCC under the observation of the Engineer. The tubes shall be filled in one continuous operation. Vibration may be necessary for shallow rise tubes and such use of vibration will be determined by the Engineer. The tubes shall be filled through the fill holes that are field drilled by the Contractor to the size and locations shown in the fabrication shop drawings.

ESCC placement shall be accomplished using a method capable of directing the ESCC into the 3-inch fill hole and regulating placement speed to prevent voids. Acceptable methods include the use of a boom type pump truck, a trailer pump, or a standard concrete bucket. The Contractor shall have an alternative method available in the event of an equipment malfunction.

All FRP composite hollow tubes shall undergo auditory tap testing after ESCC placement to ensure complete filling of tubes. In the event that voids are discovered, they shall be injected with grout conforming to Section 9-20.3(2) for large voids or epoxy bonding agent conforming to Section 9-26.1 for small voids. The maximum permitted hole size for grout injection is 3/4-inch. The supplier shall be provided 72-hour minimum notice and offered the opportunity to be present for the filling of the tubes and tap testing.

Backfilling the Assembled Composite Arch System

The CAS shall be backfilled in accordance with Section 6-20.3(9) and the following:

ESCC fill in the FRP composite hollow tubes shall reach a minimum compressive strength of 3000 psi prior to any backfilling or compaction activities on the Structure other than headwall connection work.

Select gravel backfill shall extend to the lines and grades shown in the Plans and shall be placed in accordance with Section 2-09.3(1)E and as follows:

Backfill shall be placed in maximum 6-inch lifts with each layer compacted to 95-percent of the maximum density determined by the Compaction Control Test in accordance with Section 2-03.3(14)D. Compaction within 4-feet of the Structure shall be accomplished with hand compactors only. Vibratory rollers may be used outside of this zone and above the Structure provided there is at least 24-inches of compacted cover above the Structure.

All backfill shall be carefully placed to avoid damage to the Structure.

Lightweight equipment of an operating weight less than 12-tons may be operated over the Structure provided there is at least 12-inches of cover. Construction equipment of an operating weight 12-tons or greater may be used after 24-inches of compacted backfill has been placed over the Structure. In no case may the loading exceed the AASHTO design loading HL-93 without the Engineer's written permission.

Backfill shall be placed in lifts such that at no time will the elevation difference exceed 24-inches between opposite sides of the Structure.

Section 6-20.3(1)G is supplemented with the following:

The precast traffic barrier shall be fabricated and erected in accordance with Section 6-02.3(9), these Special Provisions and the Contract Plans.

Excavation

Construction Dewatering

Section 6-20.3(5)A is supplemented with the following:

(******)

Description

This Work consists of designing, installing, operating, maintaining, monitoring, decommissioning, and removing temporary dewatering systems for the purpose of lowering the groundwater elevation(s) and pressures within the project limits.

Dewatering includes intercepting seepage from excavation slopes and within the bottoms of excavations; increasing the stability of excavations; preventing loss of material from sides and bottoms of excavations; lowering the groundwater elevation and pressures in soil in, beside, and below excavations prior to performing excavation; disposing of pumped water; monitoring water quality; and the proper treatment and disposal of contaminated water.

Materials

All materials used for the construction of the Temporary Dewatering System will be accepted by visual inspection of the Project Engineer.

Construction Requirements

Temporary Dewatering System Performance Tolerances

Interference

Temporary dewatering systems shall be constructed so that the system does not interfere with excavation and construction activities.

Groundwater Pressures

The Contractor shall control groundwater pressures in soil adjacent to excavations and beneath the excavations so as to prevent seepage from excavation slopes eroding soil or reducing slope stability, uplift, heave, blowout, softening of excavation slopes and the bottom of excavations, or formation of "quick" conditions or "boils" during excavation.

The Contractor shall keep all excavations free from groundwater and surface water and in a hydrostatically controlled condition during construction, including depressurization of underlying aquifers that could adversely impact the stability or structural integrity of soils within or beneath the excavation.

Submittals

Prior to the start of temporary dewatering system construction, the Contractor shall submit the following to the Project Engineer for review:

Working Drawings and Design Calculations

Temporary dewatering system working drawings and supporting design calculations shall be submitted to the Project Engineer in accordance with Section 6-01.9, and shall bear the seals of both a Professional Engineer and a Hydrogeologist licensed in the State of Washington. The submittal shall include detailed layout, design calculations and all details, dimensions, quantities, and cross-sections necessary to construct the temporary dewatering system and demonstrate the compatibility of the temporary dewatering system with the excavation methods and shoring system(s) to be used. The calculations shall include a detailed explanation of any symbols and computer programs used in the design of the temporary dewatering systems. All computer output submitted shall be accompanied by supporting hand calculations detailing the calculation process.

The submittal shall consider any impacts to properties adjacent to the Project site as well as drawdown induced ground settlements. As part of the design, the submittal shall investigate prevention and mitigation options to minimize any adverse effects induced by the temporary dewatering system. The Contractor shall notify the Project Engineer in writing of adverse risks and prevention/mitigation options prior to commencement of the temporary dewatering system installation plan. The contractor shall not commence with the temporary dewatering system installation plan until given approval by the Project Engineer.

Temporary Dewatering System Installation Plan

In preparing the temporary dewatering system installation plan, the Contractor shall reference the available subsurface data provided in the contract test hole boring logs, the Summary of Geotechnical Conditions provided in the Appendix to the Special Provisions, and the geotechnical report(s) prepared for this project. This installation plan shall provide at least the following information:

1. An overall construction operation sequence and the sequence of temporary dewatering system construction.
2. List, description, and capacities of proposed equipment. The narrative shall describe why the equipment was selected, and describe equipment suitability to the anticipated site and subsurface conditions.
3. Details of temporary dewatering system, excavation and shoring methods, proposed drilling/excavation methods, methods for cleanout of the

temporary dewatering systems, and a disposal plan for excavated material and drilling slurry (if applicable). This shall include a review of method suitability to the anticipated site and subsurface conditions.

4. Details of the method(s) to be used to dispose of the water produced by the dewatering system and the method(s) to monitor and alter water quality, if necessary, prior to discharge.
5. Details of a settlement monitoring plan for the 2-story residential home and underground gas lines, 100 feet southwest of the site and 380 feet east of the site, respectively.

Use of the available data and information in no way relieves the Contractor from the sole responsibility for proper detail design, installation, operation, maintenance, and failure of any component of the temporary dewatering systems for the duration of this Contract.

Installation

The Contractor shall use a licensed well driller to install all dewatering wells and monitoring wells in accordance with Washington State Department of Ecology regulations and WAC 173-160. Copies of all well logs shall be provided to the Project Engineer.

Permits and Agreements

Should the Contractor determine a need to extend efforts beyond the Right-of-Way, all access agreements and permits for drilling, if required, shall be the responsibility of the Contractor.

Operation

The Contractor shall operate the temporary dewatering system such that the groundwater elevation and pressures are lowered and maintained below all roadway excavation and structure excavation elevations. The Contractor shall monitor the groundwater elevations and pressures as needed to ensure that the temporary dewatering system is functioning as designed and intended. The Contractor shall begin water level measurements in existing and any new monitoring wells within 24 hours of commencing any dewatering system installation, and shall continue measurements at least daily in each monitoring well until the well is properly decommissioned or the Project Engineer approves cessation of measurement. If, after a period, dewatering operations have stabilized, reduce observations to longer intervals approved by Resident Engineer.

Observe and record the average flow rate and time of operation of each pump used in the dewatering system. Where necessary, provide appropriate devices, such as flow meters, for observing the flow rates. Submit flow-rate data during the period that the dewatering system is in operation.

The Contractor may utilize the existing monitoring wells, or install new monitoring wells at no additional expense to the Contracting Agency to monitor the groundwater elevations and pressures across the site. The Contractor may remove and replace or shorten the casings of monitoring wells within excavations, as the work requires; however, the Contractor shall bear full responsibility for the water level information provided by those wells and any consequences stemming from the lack of or error in the information. The Project Engineer will observe any change in the measuring points of any monitoring well. The Contractor shall re-survey any shortened or lengthened

monitoring well casing. Any active monitoring well or temporary dewatering system component damaged by the Contractor's activities shall be repaired or replaced by the Contractor in accordance with Section 1-07.13.

The Contractor shall ensure continuous, successful operation of the temporary dewatering system. The Contractor shall provide backup systems for all ordinary emergencies, including power outage and flooding, and shall have available at all times competent workers for the continuous and successful operation of the temporary dewatering system. The Contractor shall not disable or shut down the system between shifts, on holidays, or weekends, or during work stoppages, without written permission from the Project Engineer.

The Contractor shall bear all costs associated with repairing, replacing, or delays caused by damages to the temporary dewatering system, its components, or the monitoring wells. Active monitoring wells are those that have not been decommissioned in accordance with Washington State Department of Ecology regulations.

The Contractor shall confine all discharge piping and/or ditches to within State right-of-way, any construction easements, or additional easement obtained by the Contractor. All necessary means for holding and disposal of water, including obtaining additional easements and necessary permits, shall be provided by the Contractor. Water removed from within the work area shall be routed to an area landward of the Ordinary High Water Line (OHWL), to allow removal of fine sediment and other contaminants prior to being discharged to the waters of the state. The dewatering discharge point shall be designed and operated so as not to cause erosion or scour in the stream channel, banks, or vegetation. Any discharge shall meet all applicable water quality standards; all additional pumping, testing, and installations necessary to meet the performance requirements of the temporary dewatering system shall be provided by the Contractor.

Decommission

The Contractor shall decommission all dewatering wells and monitoring wells in accordance with Washington State Department of Ecology regulations and WAC 173-160..

Payment

Payment will be made in accordance with Section 1-04.1, for the following Bid items:

"Dewatering Plan", lump sum.
"Temporary Dewatering System", lump sum.

The lump sum Contract price for "Dewatering Plan" shall be full pay for all costs for performing the Work as specified. All costs shall include any permit costs and access agreement costs for any work outside of the Right-of-Way. The lump sum Contract price for "Temporary Dewatering System" shall be full pay for installation, operation, and decommissioning.

Payment

Section 6-20.5 is supplemented with the following:

(January 10, 2022)

Payment for the Composite Arch System will be made with the lump sum item, "Contractor Designed Buried Structure No. ____" shall be full payment for the Work as specified.

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

(January 2, 2018)

7-06 Temporary Stream Diversion

7-06.1 Description

This work shall include designing, installing, operating, maintaining, removing, and disposing of the temporary stream diversion, environmental compliance and other Work as detailed in these Specifications.

7-06.2 Materials

All materials shall be as detailed in the Contractor's Temporary Stream Diversion (TSD) Plan.

7-06.3 Construction Requirements

7-06.3(1) General

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions.

The temporary stream diversion may be either a gravity or a pumped system. Pump screens must comply with the requirements in Section 7-06.3(4) of these Special Provisions. Once a pumped diversion begins, the pump must run continuously until it is no longer necessary to bypass flows. The Contractor shall have back-up pumps on site and shall provide twenty-four hour monitoring of the pumping operation. Monitoring can be achieved by providing monitoring personnel on site or through remote sensing and instrumentation to verify operation of the bypass. If the Contractor elects to monitor by remote sensing and instrumentation, a Type 2 Working Drawing shall be submitted outlining how system operation will be monitored, how alerts will be made and how personnel will respond to a diversion system failure.

The temporary stream diversion including water that is retained by the temporary stream diversion and any dewatering system shall be located within the permitted impact areas as shown in the Plans. The upstream diversion dam shall be constructed to a height sufficient to prevent stream flow from entering the work area. Scour protection shall be provided at the outfall of the temporary stream diversion systems and dewatering system to prevent flow re-entering the stream channel from mobilizing streambed and embankment sediments. When a temporary stream diversion is located in or near an intertidal zone the temporary stream diversion design shall take tidal influence into consideration.

For each temporary stream diversion the Contractor shall arrange a meeting with the Engineer prior to implementation of the TSD Plan. At this meeting the Contractor shall explain to the Engineer the Work to be completed for the temporary stream diversion. The meeting shall be a minimum of 7 calendar days prior to start of the temporary stream diversion work.

The TSD shall be operational prior to performing any other work below the Ordinary High Water Line.

7-06.3(2) Temporary Stream Diversion Plan

7-06.3(2)A General Plan Requirements

The Contractor shall submit a Temporary Stream Diversion Plan in accordance with the requirements of a Type 2E Working Drawing and these Specifications. A separate TSD Plan shall be prepared and submitted for each temporary stream diversion that is required. The TSD Plan shall consist of a narrative and drawings detailing all temporary stream diversion requirements and shall encompass and protect all the areas affected by the Contractor's temporary stream diversion Work.

The Contractor shall fully implement the TSD Plan throughout the duration of the associated Work. The Contractor shall update the TSD Plan throughout project construction to reflect actual site conditions and the Contractor's Work. Changes to plan shall comply with WAC 196-23-020. At the request of the Engineer an updated TSD Plan shall be submitted as a Type 2E Working Drawing. A copy of the TSD Plan shall be on the project site at all times.

The TSD Plan shall describe measures that will be taken to comply with Washington State Water Quality Standards in WAC 173-201A, applicable permits, environmental commitments and these Provisions.

The Contractor shall incorporate the Diversion Schedule and Sequence into their Progress Schedule.

7-06.3(2)B Stream Flows

Minimum Stream Flows

At all times of operation the Contractor's temporary stream diversion shall be designed to convey the following minimum flow rate of water in cubic feet per second:

*** 4 cfs ***

During all phases of the bypass installation and decommissioning, the Contractor shall maintain flows downstream of the project site.

A Contingency System is required for this Project. The capacity of the combined temporary stream diversion system and the Contingency System shall be designed to convey the following minimum flow rate of water in cubic feet per second:

*** 7 cfs ***

7-06.3(2)C Plan Requirements

The TSD Plan shall provide the following information in the following order:

1. Description and Location of the temporary stream diversion

    a. Identify the name of the water body where the temporary stream diversion will be placed. Provide a description of the temporary stream diversion.

b. Provide drawings showing the location of the temporary stream diversion, including proposed access routes and equipment to be used to construct the diversion.

2. Schedule and Sequence

a. Provide a sequence of Work, dates, and durations for when the following will occur, in accordance with the in-water work window in the Special Provisions:

i. Fish exclusion (performed by the Contracting Agency).

ii. TSD Plan Implementation Meeting

iii. TSD installation.

iv. Dewatering of the isolated Work area.

v. Restoration and stabilization of the temporary stream diversion Work area to prevent erosion.

vi. Any relocations of the temporary stream diversion to accommodate the Work sequence (if needed).

vii. Channel rewatering.

viii. Removal of the TSD.

ix. Fish block removal (performed by Contracting Agency).

b. Include other Work that needs to be coordinated with the TSD (e.g., temporary erosion control).

3. Calculations and Materials

a. Detail all elements of the temporary stream diversion; including but not limited to pipes, pumps, and other equipment.

b. Calculations shall demonstrate the diversion system conveys the minimum peak flow specified by the Contracting Agency and include tidal influence where applicable.

c. Temporary stream diversion shall include a water conveyance system to be used for dewatering and rewatering that is capable of conveying the flow required for the temporary stream diversion.

d. Methods for anchoring temporary stream diversion pipe and associated hardware; include calculations to demonstrate the devices ability to anchor the pipe and associated hardware.

e. Specifications for all materials and equipment to be used as part of the diversion including pump or diversion capacities and hose sizes. For example, provide the type, profile, and size of pipe.

f. Provide the size of fish screens (mesh size and surface area) to be used, in accordance with Section 7-06.3(5) of these Special Provisions.

4. Stream Flow Blocking and Dewatering

a. Provide the method(s), including locations and details (narrative and drawings) for blocking both the upstream and downstream ends of the diversion. Describe how minor leakage from upstream and downstream will be addressed.

b. Include provisions for scour protection at the temporary stream diversion outfalls.

c. Identify the means and methods for dewatering water and disposal of the water.

5. Inspection and Maintenance

a. Provide the schedule and frequency for inspection of the temporary stream diversion; include weekends and holidays.

b. Describe how maintenance will be conducted when inspections identify deficiencies in the temporary stream diversion. These include, but are not limited to removal and disposal of trapped sediment or debris and repairing leaks.

c. The Contractor shall keep a record of all inspections and maintenance of the temporary stream diversion.

6. Rewatering the Stream Channel

a. Detail how the stream channel will be rewatered to comply with water quality requirements.

b. Identify measures that will prevent the stranding of fish during rewatering (i.e. describe methods, rates, and durations of the rewatering process knowing that flows downstream of the fish block must be maintained to protect fish).

7. Removal of the Temporary Stream Diversion

a. Describe the sequence that will be used for removing the temporary stream diversion and methods to prevent water quality impacts.

b. Describe how disturbed soil will be permanently stabilized.

c. Describe any temporary pipes to remain (requires approval of the Engineer): their type, pipe class, size, location, and plugging procedure.

8. Other Work required for the Contractor's temporary stream diversion

7-06.3(3) Fish and Aquatic Species Exclusion and Notifications

Prior to installing a temporary stream diversion, the Contractor shall allow 7 calendar days after the beginning of the in-water work window defined in the Special Provisions, in their schedule for the Contracting Agency: (1) to install fish block nets upstream and downstream of the in-water Work area; and (2) safely capture and relocate any fish and other aquatic organisms that become trapped between the block nets. No Work within the limits of the Ordinary High Water Line will be allowed prior to installation of fish block nets and completion of fish exclusion activities.

As specified by the Engineer the Contractor shall assist the Contracting Agency with fish and aquatic species exclusion. The Contracting Agency will pay for this Work by the force account item "Fish Exclusion".

7-06.3(4) Dewatering Work Area

Dewatering the isolated in-water Work area (between the upstream and downstream diversion dams) shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Engineer.

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

1. Perforated plate: 0.094 inch (maximum opening diameter);

2. Profile bar: 0.069 inch (maximum width opening); or

3. Woven wire: 0.094 inch (maximum opening measured on the diagonal).

The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. The fish screen must remain in place whenever water is withdrawn until the Contracting Agency Biologists confirm all fish have been removed. At that point, the Contractor may remove the fish screen to finish dewatering the work area.

7-06.3(5) Inspection and Maintenance

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

1. Check for and correct leaks;

2. Ensure the fish block nets remain sealed to the channel substrate.

The fish block nets shall be kept clear of debris that could jeopardize the integrity of the nets. The Contractor shall perform the following activities a minimum of three times per

day or when requested by the Engineer. On working days, these activities shall be performed at the start, middle, and at the end of the working day. On non-working days, these activities shall be performed between 6:00 am and 8:00 am, between 11:00 am and 1:00 pm, and between 4:00 pm and 6:00 pm:

1. Inspect the upstream and downstream fish block nets and remove debris;

2. Inspect the upstream fish block net and all screens and similar facilities for impinged fish;

    a. The Contractor shall immediately notify the Contracting Agency when impinged fish are discovered.

    b. Removal of impinged fish will be performed by the Contracting Agency.

The Contractor shall maintain a written record of all inspection and maintenance activities; record to be available at the request of the Engineer.

7-06.3(6) Rewatering the Stream Channel

The Contractor shall notify the Engineer a minimum of 7 calendar days in advance of rewatering the stream channel.

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

7-06.3(7) Removal of the Temporary Stream Diversion

The Contractor shall notify the Engineer two business days in advance of beginning the temporary stream diversion removal sequence.

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

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

All materials used for the diversion shall become the property of the Contractor and removed from the project limits, with the exception of any materials supplied by the Contracting Agency, unless otherwise specified by the Engineer.

7-06.4 Vacant

7-06.5 Payment

Payment will be made for the following Bid items when included in the proposal:

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

1. Twenty-five percent of the bid amount will be paid following completion of the TSD Plan including resolution of all Contracting Agency review comments.

2. The remaining seventy-five percent of the bid amount shall be paid in accordance with Section 1-09.9.

"Fish Exclusion", by force account as provided in Section 1-09.6.

To provide a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor's total Bid.

Division 8
Miscellaneous Construction

Erosion Control and Water Pollution Control

Construction Requirements

General

Water Management

Management of Off-Site Water

Section 8-01.3(1)C4 is supplemented with the following:

(August 6, 2012)
Off-site Stormwater
Stormwater is known to enter the project site at the following locations:

*** Through existing stormwater systems:

Location	Inflow Pipe Diameter
Catch Basin @ C 20+47 R	18" and 30"

***

Compost Sock

(******)
Section 8-01.3(12) is supplemented with the following:

Compost Sock For Soil Stabilization
Compost sock for soil stabilization shall remain in place permanently as a soil stabilization feature after soil amendment and bark or wood chip mulch placement.

Planted Compost Sock
Planted compost sock shall remain in place permanently as a soil stabilization feature after soil amendment and bark or wood chip mulch placement.

Measurement

Item Bids

(******)
Section 8-01.4(2) is supplemented with the following:

Compost sock for soil stabilization will be measured by the linear foot.

Planted compost sock will be measured by the linear foot.

Payment

Item Bids

Section 8-01.5(2) is supplemented with the following:

(******)
"Compost sock for soil stabilization", per linear foot.

"Planted compost sock", per linear foot.

Roadside Restoration

Materials

Erosion Control and Roadside Planting

Topsoil

Section 9-14.2 is supplemented with the following:

Topsoil Type A

Section 9-14.2(1) is supplemented with the following:

(NWR September 12, 2019)
Topsoil Type A shall consist of a uniform blend composed by volume of 60 percent to 70 percent Sandy Loam and 30 percent to 40 percent Fine Compost.

Sandy Loam
Sandy Loam shall be as defined by the US Department of Agriculture Natural Resource Conservation Services Soil Texture Triangle. Testing shall be performed by a Washington State Department of Ecology accredited testing laboratory approved through the North American Proficiency Testing Performance Assessment Program (NAPT-PAP) on a sample size of no less than 2 pounds. Testing shall not occur more than 90 days prior to installation and shall be submitted to the Engineer for approval a

minimum of 14 calendar days prior to use or installation. The Sandy Loam analysis shall meet the following requirements:

Tested Item	Method*	Units	Specification Range
pH 1:1	S-2.20	S.U.	5.5 – 7.5
E.C. 1:1	S-2.20	mmhos/cm	≤ 2
Nitrate Nitrogen	S-3.10	mg/Kg	***
Ammonium Nitrogen	S-3.50	mg/Kg	***
Organic Matter	S-9.10	%	3 – 10
Phosphorus (P)	S-4.20 (Bray)	mg/Kg	***
Calcium (Ca)	S-5.10 (NH_4OAC)	meq/100g	***
Magnesium (Mg)	S-5.10 (NH_4OAC) S-6.11 (DTPA/Sorbitol)	meq/100g Mg/Kg	***
Sodium (Na)			***
Potassium (K)			***
Zinc (Zn)			***
Manganese (Mn)	S-6.11 (DTPA/Sorbitol) EPA 908/S-10.10	Mg/Kg meq/100g	***
Copper (Cu)			***
Iron (Fe)			***
Sulfur (SO_4-S)			***
Boron (B)			***
Molybdenum (Mo)			***
Cation Exchange (CEC)			5 Min.
Total Nitrogen	AOAC 990.3	%	***
Total Carbon	AOAC 972.3	%	***
C:N Ratio			20:1 or less
Exchangeable Sodium Percentage (ESP)	ESP	%	10 Max.
Particle Size Analysis (Sand, Clay, Silt)	S-14.10 (Hydrometer)	%	Sandy Loam
Heavy Metals Testing	EPA 6010D	mg/Kg	From WAC 173-350-220 Table 220-B unless otherwise noted
Arsenic			≤ 20
Cadmium			≤ 10
Chromium			≤ 42**
Copper			≤ 100**
Lead			≤ 150
Molybdenum			≤ 9
Nickel			≤ 100**
Selenium			≤ 18
Zinc			≤ 270**
Mercury	EPA 7473		≤ 8
*Methods are from "Soil, Plant, and Water Reference Methods For the Western Region" 2005, 3rd Ed., Dr. R. Gavlak, Dr. D. Horneck, Dr. R.O. Miller.			**From WAC 173-340-900 Table 749-2 for Unrestricted Land Uses ***Testing for soil-testing laboratory recommendations for soil treatments and amendments

The soil-testing laboratory shall state recommendations for soil treatments and soil amendments to be incorporated based on the results of the tests. Recommendations shall be in pounds per acre, or volume per cu. yd. for nitrogen, phosphorus, potash nutrients, and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

Compost
Compost shall conform to the requirements of Section 9-14.5(8).

Mixing Requirements
Topsoil Type A shall be thoroughly mixed by the supplier prior to delivery to the site. The Contractor shall submit certification from the supplier that the Topsoil Type A has been mixed according to the above percentages at the point of delivery.

Acceptance of Topsoil Type A for use on a project shall be on the basis of visual verification by the Engineer that the delivered material is representative of the laboratory analysis documentation and certification.

Seed

Section 9-14.3 is supplemented with the following:

(NWR September 12, 2019)
Erosion Control Seeding, Fertilizing and Mulching
Seed of the following composition, proportion, and quality shall be applied at a rate of 25 pounds per acre on areas requiring seeding, fertilizing and mulching:

Kind and Variety of Seed in Mixture	Pounds of Pure Live Seed Per Acre
Rough Bentgrass (Agrostis scabra)	1.3
Creeping Red Fescue (Festuca rubra ssp. rubra)	16.0
Crimson Clover (Trifolium incarnatum)	1.5
California Poppy (Eschscholtzia californica)	2.5
Common Yarrow (Achillea millefolium)	0.1
Red Columbine (Aquilegia formosa)	1.8

Pacific Lupine (Lupinus lepidus)	1.8
TOTAL	25.00

(NWR September 12, 2019)
Damp Area Seeding, Fertilizing and Mulching

Seed of the following composition, proportion, and quality shall be applied at a rate of 40 pounds per acre on areas requiring damp area seeding:

Kind and Variety of Seed in Mixture	Pounds of Pure Live Seed Per Acre
Red fescue (Festuca rubra ssp. rubra)	20.0
Meadow Foxtail (Alopecurus pratensis)	12.0
White Dutch Clover (Trifolium repens, pre-inoculated)	8.0
TOTAL	40.0

(NWR September 12, 2019)
Wet Native Seeding, Fertilizing and Mulching

All wet native seed shall be “non-endophyte enhanced.” Seed of the following composition and proportion shall be applied at a rate of 20 pounds per acre on all areas requiring wet native seeding within the project:

Kind and Variety of Seed in Mixture	Pounds of Pure Live Seed Per Acre
Western manna grass (Glyceria occidentalis)	12.0
Rice cutgrass (Leersia oryzoides)	2.0
Canada reed (Calamagrostis canadensis)	2.0
Spike bentgrass (Agrostis exarata)	3.0
Wool-grass (Scirpus cyperinus)	1.0
TOTAL	20.0

Fertilizer

The first paragraph of Section 9-14.4 is replaced with the following:

(NWR September 12, 2019)
Fertilizer shall be registered with the Washington State Department of Agriculture (WSDA) Organic Program. Fertilizer shall not contain raw manure and shall be inoculated with Organic Materials Review Institute (OMRI) certified mycorrhizal fungi in a pelleted or granular form. Mycorrhizal fungi may be added by the manufacturer or it may be added separately to the fertilizer blend at the rate specified by the manufacturer.

Fertilizer shall have the following Guaranteed Chemical Analysis (N-P-K):

N: 4 to 8
P: 1 to 4
K: 1 to 4

Water insoluble N shall be a minimum of 50% of the total available Nitrogen in the fertilizer.

Fertilizer shall be furnished in a standard, unopened, container with weight, name of plant nutrients, and manufacturer's guaranteed statement of analysis clearly marked, all in accordance with State and Federal laws. The mycorrhizae product shall have a label specifying the number of viable propagules per unit weight.

Mulch and Amendments

Section 9-14.5 is supplemented with the following:

(NWR September 12, 2019)
Soil Amendments
Soil amendment shall be fine compost in accordance with Section 9-14.5(8).

Construction Requirements

Work Plans

Roadside Work Plan

Section 8-02.3(2)A is supplemented with the following:

(******)
The Contractor shall include a list of proposed low-pressure equipment in the Roadside Work Plan.

Weed and Pest Control

Chemical Pesticides

(******)

Section 8-02.3(3)A is supplemented with the following:

Mechanical methods of weed control shall be used as primary tools for weed removal. If mechanical methods are not successful, herbicide use may be needed. In order to prevent herbicides from entering aquatic areas, the following BMPs shall be used:

- The herbicide shall be used in accordance with label requirements and State/Federal laws. Special attention shall be paid to label information pertaining to site conditions including topography and hydrology.
- The weed and pest control plan shall provide details regarding target weeds, herbicide types, mixtures, and spray timing prior to work based on State/Federal laws and proximity to aquatic resources.
- Aquatic-approved herbicide is required for use in dry areas between the OHWM and the water's edge of aquatic areas. No spray activity shall occur at or below the water's edge as herbicides must not reach the water. This includes the potential for overspray and wind drift. If aquatic and non-aquatic approved herbicides are proposed for use below and above the OHWM, respectively, of any aquatic area, the OHWM shall be flagged prior to any application.
- Over-water herbicide application shall be done according to the WSDOT Aquatic Noxious Weed Control general permit. Aquatic-approved herbicide application is allowed with touch glove, wicking, and cut/daub methods for vegetated areas above the water surface elevation. Application of herbicides is not allowed below the water surface elevation at any time.
- Use of herbicide products identified as toxic to fish and other aquatic species such as Roundup®, and the surfactant LI-700, are not allowed within the OHWM of any stream.
- If spraying is required, low volume "spot sprays" shall be used, as broad-spectrum spraying is only used selectively. Application shall be focused toward the bank with the applicator standing in between the aquatic area and the weeds to prevent direct contact with aquatic areas.
- Applicator shall use a physical barrier(s) and/or setback(s) of mixing areas and application areas, in order to prevent drift, runoff, or overspray, where possible.
- Applicators shall use equipment with cone shields to isolate spray and prevent drift.
- Application below the OHWM of any aquatic area shall be done in the growing season during dry periods prior to fall rainfall and before the end of the HPA approved in-water work window. Herbicides shall not be applied onto the water surface or fall below the water's edge.
- No applications shall occur within 6 hours of expected rainfall, or if the forecast predicts wind speeds above 10 mph (or as directed by the herbicide label if maximum wind speed is more restrictive).

Roadside Seeding, Lawn and Planting Area Preparation

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

(NWR June 23, 2021)
Soil Decompaction

For the locations designated in the Plans, the Contractor shall uniformly decompact the soil to a depth of 18 inches such that a soil penetrometer can be inserted to a minimum depth of 12 inches with no more than 200 PSI of pressure using a 1/2 inch tip. Soil decompaction operations shall be scheduled between April 1 and September 30.

The Contractor shall notify the Engineer a minimum of five working days prior to the start of soil decompaction work.

The Contractor shall select a soil decompaction method that has the ability to fracture and shatter compacted soil to the specified depth with uniformity and without negative consequences to the soil structure in three or fewer passes.

The soil decompaction will be accepted by the Engineer based on a field inspection of soil penetration measurements within the designated soil decompaction area. The Engineer will select random locations to measure soil decompaction using a soil penetrometer. Acceptance is based upon at least 75% of the soil decompaction readings meeting the PSI requirements.

Following soil decompaction operations, the area shall be graded smooth and protected from construction activities except for those requiring planting, seeding or sodding.

Soil amendment, compost and topsoil placement shall not proceed until the Engineer has accepted the soil decompaction.

Planting

Dates and Conditions for Planting

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

(******)
Extension of Planting Period
For bioengineering within the stream bed and cobble areas the Contractor shall install all bioengineering concurrent with the construction of the streambed, slopes and cobble areas. This may occur outside of the standard planting window. The Contractor shall notify the Engineer a minimum of 10 working days prior to the layout and installation of all bioengineering. Layout of all plant material shall be approved by the Engineer prior to installation. To ensure the success of bioengineering material the Contractor must submit the following:

1. Method of storage for plant material and cuttings
2. Schedule for bioengineering installation
3. Supplementary measures to ensure plant survival such as a watering plan or temporary irrigation system

Only additional costs for storage of plant material and remobilization are included in this item.

An extension of planting period waives only the planting timing for the selected

planting areas. All other Provisions shall continue to apply.

Mulch

Section 8-02.3(11) is supplemented with the following:

(April 2, 2012)
Bark mulch or wood chip mulch shall be placed to a uniform non-compacted depth of *** 3" *** over all planting areas.

Bark or wood chip mulch shall not be placed in areas of standing or flowing water.

Bark or Woodchip Mulch Rings

(******)
Section 8-02.3(11)C is replaced with the following:

Bark or Woodchip Mulch Rings
The Contractor shall provide enough material so that mulch rings may be installed around plants within Selective Clear and Prune areas as shown in the Plans. Bark or woodchip mulch for the rings shall be stockpiled within the Selective Clear and Grub area after all clearing work in complete. Do not stockpile mulch on top of or against the trunk of existing desirable vegetation. Bark or woodchip mulch shall be placed to a uniform non-compacted depth of 3 inches to a radius of 1 foot around all plants within interplanted plant locations.

(NWR June 23, 2021)
Soil decompaction will be measured by the acre or the square yard along the ground slope line of surface area decompacted and accepted.

(NWR June 23, 2021)
"Soil Decompaction", per acre or square yard.

The unit Contract price for "Soil Decompaction" per acre or square yard shall be full payment for performing the Work as specified.

(******)

TRENCH PLANTINGS

Description

This Work consists of constructing trench plantings in cobble areas within the Olympic Pipeline Easement above Ordinary High Water at Unnamed Tributary to Carpenter Creek Fish Passage Project.

Materials

Materials for trench planting shall meet the following requirements:

Components of Trench Planting

Topsoil Type A
Topsoil for trench planting shall meet the requirements of Section 9-14.2(1) Topsoil Type A**.**

Streambed Material
Streambed Material shall be 100% streambed sediment by volume and meet the requirements of section 9-03.11(1).

Trench Planting Plant Material
Trench plant material shall meet the requirements of Section 9-14.7

Trench plant material species and quantities:

TRENCH PLANTING - QUANTITY TAB	
ITEM - TRENCH PLANTING	**QTY**
PACIFIC NINEBARK - #1 CONT.	35
SALMONBERRY- #1 CONT.	35
DOUGLAS SPIREA - #1 CONT.	35

Source of Material
The Contractor shall submit the source of materials for trench planting items to the Engineer for acceptance at least ten working days prior to use.

Construction Requirements

Streambed Material Foundation for Trench Planting
The Contractor shall prepare the ground surface and construct the foundation for the trench planting using streambed material as shown in the Plans and Details.

Trench Plantings
The Contractor shall prepare the ground and install the components of the trench plantings as described below and as shown in the Plans and Details.

1. The Contractor shall site each trench planting feature according to the landscape Plans.
2. The Contractor shall dig each trench 2’ wide, length varies as shown in the Plans. The depth shall be consistent with the trench planting details shown in the Plans.
3. Following excavation of the trenches, the Contractor shall line each trench with biodegradable erosion control blanket and secure every 2’ length with wood stakes on each side of trench. Fill trenches with Topsoil Type A to the depths shown in the Trench Planting Details and lightly water the soil layer.
4. The Contractor shall install all plants at spacing shown in the Plans, and per Plant Installation specification 8-02.3(8)B.
5. Planting shall occur simultaneously with trench excavation and planting outside of the planting window is allowed for required bioengineering.
6. Install 3” of stream bed material to fully cover the Topsoil Type A in the trenches. Plant top growth shall not be crushed, broken, or damaged with installation of the stream bed material. This material should surround each plant.

7. After completion of each trench the Contractor shall apply water at a rate sufficient to saturate the entire depth of each trench planting.
8. Trench planting shall not be disturbed by other construction activities or equipment after planting installation is complete.
9. Following trench planting, the Contractor shall provide and apply water until October 1st.

Measurement

Trench plantings will be measured per linear foot.

Payment

Payment will be made in accordance with Section 1-04.1 for the following:

"Trench Plantings", per linear foot.

The unit Contract price per linear foot for "Trench Plantings" shall be full pay for all labor, tools and materials specified to construct the Trench Plantings.

(August 6, 2018)
Environmental Compliance

Description

It is the Contractor's responsibility to conduct and perform all Work in accordance with Environmental Regulations, Environmental Commitments, permits, and Plans that the Work is subject to. The Environmental Compliance Lead (ECL) shall be the Contractor's representative that is responsible for management of the Contractor's environmental compliance.

Construction Requirements

Environmental Compliance Lead (ECL)

The Contractor shall designate a primary ECL and an alternate ECL to perform the duties of the ECL. The Contractor shall provide the Engineer with a copy of the formal assignment in writing prior to the start of construction. The Contractor's superintendent and/or foreman cannot be designated as the primary or alternate ECL.

The ECL shall represent all Contractor work actions for the project, regardless of whether the work is performed by the Contractor or one of the subcontractors. The ECL shall have the authority to direct work to expeditiously correct any environmental compliance deficiency and coordinate these measures with the Engineer, and to order the Contractor's on-site personnel to stop work that is not being performed in compliance with the permits.

The ECL shall be on-site during all work activities unless otherwise approved by the Engineer. The Contractor shall maintain 24-hour telephone numbers at which the Contractor's designated ECL can be contacted and be available upon the Engineer's request during other than normal working hours. ECL and alternate(s) shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ECLs shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control (CESCL) from a course approved by the Washington State Department of Ecology.

The primary responsibilities of the ECL are to assist the Contractor's superintendent in planning and scheduling work activities to achieve environmental compliance; and be present on-site to observe work activities and resolve environmental compliance issues as they may develop.

The duties of the ECL shall also include the following requirements:

- Erosion and Sediment Control (ESC) Lead, Section 8-01.3(1)B,
- Updating the Spill Prevention, Control and Countermeasures Plan, Section 1-07.15(1),
- Attending the preconstruction conference (ECL and alternates),
- Evaluation of the Contractor's work operations and schedule in regard to environmental risks,
- Providing advanced notification to the Engineer of work activities that may create environmental compliance concerns.

Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"Environmental Compliance Lead", lump sum.
The lump sum Contract price for "Environmental Compliance Lead" shall be full payment for all costs for the Work. When the proposal includes an item for Environmental Compliance Lead all costs for ESC Lead in Section 8-01 shall be included in the lump sum price.

(October 3, 2022)
WATER CROSSINGS

Description

This Work consists of furnishing, mixing, and placing aggregates for streams, rivers and waterbodies of the type specified at the locations and in conformity with the lines and dimensions shown in the Plans or established by the Engineer.

Definitions

Aquitard - A bedding or stratum of sediment with low permeability that resists subsurface flow.

Blended Streambed Aggregate - Blended streambed aggregates are defined as a mix of the aggregates with the associated ratios in accordance with the Special Provisions or as shown in the Plans.

Materials

Streambed Aggregates

Streambed aggregates shall be naturally occurring water rounded aggregates. Aggregates from quarries, ledge rock, and talus slopes are not acceptable for these applications. Streambed aggregates shall meet the following test requirements for quality:

Aggregate Property	Test Method	Requirement
Degradation Factor	WSDOT T 113	Degradation Factor
Los Angeles Wear, 500 Rev.	AASHTO T 96	50% max.
Bulk Specific Gravity	AASHTO T 85	2.55 min.

Material for streambed aggregates shall be free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight. At the discretion of the Engineer, the percent of deleterious materials may be determined visually or be tested in accordance with AASHTO T 194 or AASHTO T 267.

Streambed Sediment

Streambed sediment shall meet the following requirements for grading. If the Contractor proposes an alternate gradation, the Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than 1½ inches or no greater than 3 inches. The exact point of acceptance will be determined by the Engineer.

Streambed Sediment	
Sieve Size	**Percent Passing**
2½"	99-100
2"	85-100
1"	50-82
1/2"	28-68
No. 40	10-20
No. 200	5-10
All percentages are by weight.	

Streambed Cobbles

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 the following gradings as shown in the Plans:

Approximate Size[1]	12" Cobbles
12"	99-100
10"	70-90
8"	
6"	
5"	30-60
4"	
3"	
2"	
1½"	
¾"	10 max.

The grading of the cobbles shall be determined by the Engineer by visual inspection of the load before it is dumped into place, or, if so ordered by the Engineer, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load.

Streambed Boulders

Streambed boulders shall be hard, sound, and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather. Streambed boulders shall

be rounded to sub-angular in shape and the thickness axis shall be greater than 60 percent of the length axis. Streambed boulders sizes are approximately as follows, see Plans for sizes specified:

Rock Size[1]	Approximate Size
Type One	12" - 18"

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

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

Length is the longest axis, width is the second longest axis, and thickness is the shortest axis.

Streambed Sand

Streambed sand shall meet the following requirements for grading. If the Contractor proposes an alternate gradation, the Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The exact point of acceptance will be determined by the Engineer. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than the ⅜ inch or no greater than ⅝ inch.

Streambed sand shall consist of natural unwashed material, having hard, strong, durable particles free from adherent coating or deleterious matter, as accepted by the Engineer. At the discretion of the Engineer, the percent of deleterious materials may be determined visually or be tested in accordance with AASHTO T 194 or AASHTO T 267.

Sieve Size	Percent Passing
½"	99-100
3⁄8"	90-100
No 4	90 Max
No. 8	32-67
No. 200	2-7
All percentages are by weight.	

Aquitard Bedding Material

Aquitard bedding material shall consist of natural unwashed silty material, having hard, strong, durable particles free from adherent coating, and capable of preventing subsurface flows, as accepted by the Engineer. Aquitard bedding material shall not contain deleterious matter.

Blending Streambed Aggregates

Blended Streambed Aggregate shall be a mix of the following aggregates with the associated ratios:

Streambed Material

Streambed Material shall be a mix of the following aggregates with the associated ratios, as called out in the plans:

Streambed Sediment: 60%, by volume
Streambed Cobbles 12 In.: 40%, by volume

Coarse Band Material

Coarse Band Material shall be a mix of the following aggregates with the associated ratios:

Streambed Sediment:	30%, by volume
Streambed Cobbles 12 In.:	55%, by volume
Streambed Boulders Type One:	15%, by volume

Spawning Band Material

Spawning Band Material shall be a mix of the following aggregates with the associated ratios:

Streambed Sediment:	100%, by volume

Boulder Cluster

Boulder Cluster Material shall be a mix of the following aggregates with the associated ratios:

Streambed Boulders Type One:	100%, by volume

Construction Requirements

Streambed Preconstruction Conference

A streambed preconstruction conference shall be held at least 7 calendar days prior to the Contractor beginning streambed construction. The Contractor shall notify the Engineer 14 calendar days prior to the meeting taking place and should indicate within the notice if they intend to evaluate native streambed materials for use on the project. The purpose of the meeting is to discuss the goals, objectives, intent, streambed construction procedures, critical functions during stream work, potential use of native streambed excavation materials, quality control steps to control mixing ratios, personnel, equipment to be used, and other elements of construction.

Those attending shall include:

1. (Representing the Contractor) The superintendent or on-site supervisors, the Environmental Compliance Lead and other personnel or subcontractors that will have on-site responsibility for in-channel streambed Work.

2. (Representing the Contracting Agency) The Engineer, WSDOT Headquarters Hydraulics, key inspection personnel, and other key staff as appropriate will be invited by the Contracting Agency.

3. Representatives from interested permitting agencies and affected Tribes will be invited by the Contracting Agency.

Onsite Streambed Evaluation Meeting

The onsite streambed evaluation meeting shall be held at least 7 calendar days prior to the Contractor reintroducing flows into the new channel or removal of the temporary stream diversion, whichever occurs first. The Contractor shall notify the Engineer 14 calendar days prior to the meeting taking place. The purpose of this prefinal inspection is to conduct an evaluation of the constructed streambed and Woody Material installation to ensure the work was completed in compliance with the Contract and permit requirements

Those attending shall include:

1. (Representing the Contractor) The superintendent, on-site supervisors, the Environmental Compliance Lead and other personnel that will have on-site responsibility for in-channel streambed Work.

2. (Representing the Contracting Agency) The Engineer, WSDOT Headquarters Hydraulics, key inspection personnel, and other staff as appropriate will be invited by the Contracting Agency.

3. Representatives from interested permitting agencies and affected Tribes will be invited by Contracting Agency.

Mixing of Streambed Aggregates

Streambed sediment, streambed fine sediment, streambed cobbles, streambed sand, and aquitard bedding material will be separately tested and accepted by the Engineer prior to delivery, placement in a stockpile or blending activities.

After acceptance by the Engineer, streambed aggregates shall be thoroughly blended before placement. Acceptance of the final mixture of blended streambed aggregate will be based upon visual inspection by the Engineer.

Native streambed aggregates may be available from the existing streambed excavation limits as shown in the Contract Plans. Components of the excavated streambed which meet the criteria for the specific material may be used to supplement imported streambed aggregates. The Contracting Agency will compensate the Contractor by change order in accordance with Section 1-04.4.

Placement of Streambed Aggregates

Aquitard

Aquitard bedding material shall be placed as shown in the plans. After placement, the bedding material shall be compacted to be uniformly dense and unyielding.

Stockpiling Aggregate

Streambed aggregates, as described above, shall be blended into single well graded stockpiles separate from other aggregates.

Placing Blended Streambed Aggregates in Streambed

Blended streambed aggregate shall be placed in the prepared channel excavation to the lines and grades shown on the Plans and in such a way as to prevent material segregation. Blended streambed aggregate shall be placed in lifts no thicker than 12 inches. Blended streambed aggregate in its final location shall be a well graded mix.

Placement of blended streambed aggregate shall be constructed to ensure that stream low flow rate of 30 gallons per minute is conveyed above each channel lift. The Contractor shall apply water and Streambed Sand at a rate of 30 gallons per minute to each lift to facilitate filling the interstitial voids of the blended streambed aggregate. Adjustment of the low flow rate may be required to ensure that the voids are satisfactorily filled. The voids are satisfactorily filled when the 30 gallons per minute flow rate does not go subsurface and there is no perceivable difference in the low flow rate from upstream of the project limits to the downstream of project limits. The Contractor shall apply water at the 30 gallons per minute flow rate to the stream

channel for visual acceptance by the Engineer. Water shall be free from contaminates, chlorination and additives that have a risk on fish and other ecological life.

Placing Blended Streambed Aggregates in Streambank

Blended streambed aggregate placed in the streambanks shall be placed in lifts no thicker than 12 inches. The Contractor shall compact each lift to be uniformly dense and unyielding as approved by the Engineer.

Additional Streambed Grading

Changes to the streambed may be directed at the streambed evaluation meeting.

Measurement

Streambed Sediment will be measured per ton.
Streambed Cobbles 12 In. will be measured per ton.
Streambed Boulders Type One will be measured per ton.
Streambed Sand will be measured per ton.
Aquitard will be measured per ton.

Payment

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

"Streambed Sediment", per ton.
"Streambed Cobbles 12 In.", per ton.
"Streambed Boulders Type One", per ton.
"Streambed Sand", per ton.
"Aquitard", per ton.

The unit Contract price per ton for "Streambed Sediment", "Streambed Cobbles 12 In.", "Streambed Boulders Type One", "Streambed Sand" and "Aquitard" shall be full payment for all costs to perform the Work as specified including blending of streambed aggregates and watering in each lift, including supply and application of water to facilitate filling the interstitial voids.

"Additional Streambed Grading", by Force Account in accordance with 1-09.6.

For the purpose of providing a common Proposal for all Bidders, the Contract Agency has entered an amount for the item "Additional Streambed Grading" in the Bid Proposal to become a part of the total bid by the Contractor.

Streambed Test Section

The purpose of a test section is to determine whether or not the Contractor's mixing methods and production processes will produce a final streambed meeting the Contract requirements related to mixture and low flow requirements. Construct streambed test section prior to streambed installation production. Streambed test section shall include the contractor supplying and mixing the streambed aggregate into a test section no smaller than an 8 foot channel width, the depth as shown in the plans and a minimum length of 24 feet. The test section shall demonstrate the contractors mixing methods of the streambed aggregate into a uniform mix and placement of Streambed Sand including the layering and watering in methods as described above in ***Placement of Streambed Aggregates.***

Measurement

No specific unit of measurement shall apply to the lump sum item for Streambed Test Section.

Payment

Payment will be made for the following Bid item:

"Streambed Test Section", lump sum.

The lump sum payment for the "Streambed Test Section" shall be full pay for performing the Work as specified, including all costs associated with building, grading, hauling, placing, supplying and mixing all materials within the limits of the test section as described above in the **Construction Requirements** for Streambed Test Section. Acceptance of the Streambed Test Section will be based upon visual inspection by the Engineer in accordance with **Placing Aggregate in Streambed**, as noted above.

Streambed Aggregates

Section 9-03.11, including all subsections, is deleted.

(October 3, 2022)
WOODY MATERIAL

Description

This Work consists of furnishing and installing Woody Materials and Slash where designated in the Plans or determined by the Engineer.

Definitions

Woody Material – Logs, rootwads, or stumps greater than 4 inches in diameter. The size and length of Woody Material will be as designated in the Plans.
Slash – Branches, small trees, brush, and treetops smaller than 4 inches in diameter.

Materials

Woody Material

Woody Material shall be a log with or without rootwad, of the diameter and length specified in the plans and shall meet the following requirements:

1. Woody Material – Log with rootwad - A trunk of a native coniferous tree species with the length as designated in the plans (measured from the cut end of the log to the start of the rootwad mass). Trunk diameter at breast height (DBH) as designated in the plans. DBH measured 4.5-feet from the start of the rootwad mass.

2. Woody Material – Log without rootwad - A trunk of a native coniferous tree species with the length as designated in the plans (from cut end to cut end). The cut end of the log shall be no more than 4-inches narrower than the specified DBH.

3. The rootwad diameter shall be a minimum of 2.5 times the DBH and maximum 4 times DBH with roots intact. Woody Material shall be free of soil and rocks, and rot and disease, and shall be structurally sound. Cleaning shall not strip logs of bark and roots.

4. The acceptable tolerance of DBH as specified in the plans is ±3 inches.

5. The acceptable tolerance of the length of Woody Materials is ±6 inches.

Woody Material may be available from trees removed by excavation or clearing and grubbing limits as shown in the Plans. Components of the removed trees which meet the criteria for the specific Woody Material may be used to supplement the Woody Material and will accepted by a visual inspection by the Engineer.

Slash

Slash shall consist of a random assortment of branches, trees, brush and treetops of the following native species: Western red cedar (Thuja plicata), douglas fir (Pseudotsuga mensezeii), western hemlock (Tsuga heterophylla) coniferous trees, or various hardwood trees. No more than 50% of hardwood species shall be used. The needles shall be left intact to the extent possible given the mechanics of handling Slash. The maximum diameter of any piece of slash shall be 4 inches. The maximum length of any piece of Slash shall be 6 feet. Slash shall not contain any material which causes turbidity.

Slash shall consist of a random assortment of branches, trees, brush and treetops of the following native species: Western red cedar (Thuja plicata), douglas fir (Pseudotsuga mensezeii), western hemlock (Tsuga heterophylla) coniferous trees, or various hardwood trees. No more than 50% of hardwood species shall be used. The needles shall be left intact to the extent possible given the mechanics of handling Slash. The maximum diameter of any piece of Slash shall be 4 inches. The maximum length of any piece of Slash shall be 6 feet. Slash shall not contain any material which causes turbidity.

Construction Requirements

The streambed and bank shall be temporarily excavated to allow placement of the Woody Material. Backfill shall be native material or designed streambed material. Backfill shall be placed in lifts no thicker than 12 inches and shall be compacted to be uniformly dense and unyielding as approved by the Engineer.

The Contractor shall install each Woody Material at the location and elevation shown in the Plans.

The Contractor shall exercise care when placing the Woody Material to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into water.

The Contractor shall exercise care when installing and transporting the Woody Materials to avoid damage. Rootwads shall remain intact during delivery and installation.

Acceptance of Woody Material will be based upon inspection by the Engineer, prior to placement.

Measurement

Woody Material – Log without Rootwad and Woody Material – Log with Rootwad will be measured per each.

Slash will be measured by the cubic yard, in the hauling conveyance.

Payment

Payment will be made in accordance with Section 1-04.1, for each of the following bid items.

"Woody Material - Log without Rootwad DBH _____", per each.
"Woody Material - Log with Rootwad DBH _____", per each.
The unit contract price for each "Woody Material - Log without Rootwad DBH _____" and "Woody Material - Log with Rootwad DBH _____" shall be full payment for construction of one log with or without rootwad as specified, including acquiring, storing, hauling to the site, unloading, assembling, bundling, installing, anchoring, excavation, backfill, compaction and grading needed for final placement.

"Slash", per cubic yard.
The unit Contract price per cubic yard for "Slash" shall be full payment for all costs to complete the Work as specified, including acquiring, storing, hauling to the site, unloading, assembling, bundling, installing, anchoring, excavation, backfill, compaction and grading needed for final placement.

Division 9
Materials

Aggregates

Gravel Backfill

Section 9-03.12 is supplemented with the following:

(******)

Lightweight Volcanic Backfill

Lightweight volcanic backfill shall be vesicular basalt or volcanic cinders. The material shall be free draining, free from organic and deleterious material, and substantially free of shale and other soft, poor durability particles. The material shall not contain recycled materials, including but not limited to: glass, shredded tires, Portland cement concrete rubble, and asphalt concrete rubble.

Lightweight volcanic backfill shall meet the following requirements:

Property	Test Method	Allowable Test Value
pH	AASHTO T 289-91	4.5 to 9
Los Angeles Wear 500 rev.	AASHTO T 96	40 percent maximum
Degradation	WSDOT Test Method No. 113	15 minimum
Dry Unit Weight	WSDOT Test Method No. 606	50 pounds per cubic foot maximum
Specific Gravity of Solids	ASTM C127	1.2 minimum

Lightweight volcanic backfill shall meet the following minimum requirements:

Sieve Size	Percent Passing	Tolerances (%)
3" square	100	95-100
No. 4	5 maximum	10 maximum

All percentages are by weight.

Test Methods for Aggregates

Section 9-03.20 is supplemented with the following:

(******)

Lightweight Volcanic Backfill

The Contractor shall provide a stockpile of representative material at the pit site for sampling and testing by the Contracting Agency to determine compliance with the requirements of Section 9-03.12.

Gradation testing for lightweight volcanic backfill will be performed in accordance with WAQTC FOP for AASHTO T 27/T 11.

Appendices
(January 2, 2012)

The following appendices are attached and made a part of this contract:

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APPENDIX A:
"Good Faith" Asbestos and Hazardous Materials Survey Report, Page 1 through Page 8.

APPENDIX B:
Summary of Geotechnical Conditions, SR 534/Unnamed Tributary to Carpenter Creek – Fish Passage, Page 1 through Page 3.

APPENDIX C:
Corp of Engineers Nationwide Permit 14, Page 1 through Page 23.

APPENDIX D:
Hydraulic Project Approval Permit Number:2021-4-820+01, Page 1 through Page 8.

APPENDIX E:
Skagit County Floodplain Development Permit FP21-0063, Page 1 through Page 1.

***

(September 30, 2022)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2022, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4"" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

B-90.40
Valve Detail – DELETED

C-8
DELETED

C-8A
DELETED

C-23.60
DELETED

D-2.04
DELETED

D-2.06
DELETED

D-2.08
DELETED

D-2.32
DELETED

D-2.34
DELETED

D-2.60
DELETED

D-2.62
DELETED

D-2.64
DELETED

D-2.66
DELETED

D-2.68
DELETED

D-2.80
DELETED

D-2.88
DELETED

D-3.15
DELETED

D-3.16

DELETED

D-3.17
DELETED

D-3.10
Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; ”FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; ”FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11
Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)
Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed

in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.18
Note 2, “Region Traffic engineer approval is needed to install a truck apron lower than 3”.” - DELETED

J-10.10
Sheet 4 of 6, “Foundation Size Reference Table”, PAD WIDTH column, Type 33xD=6’ – 3” is revised to read: 7’ – 3”. Type 342LX / NEMA P44=5’ – 10” is revised to read: 6’ – 10”
Sheet 5 of 6, Plan View, “FOR EXAMPLE PAD SHOWN HERE:, “first bullet” item, “-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6” (IN)” IS REVISED TO READ: “SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6” (IN) (CHANNEL STEEL ADDS ABOUT 5” (IN)”

J-10.16
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.10
Elevation View, horizontal dimension to edge of sidewalk 10” (IN) OR LESS DESIRABLE ~ 18” (IN) MAXIMUM is revised to read: “10” (IN) MAXIMUM”

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

J-75.41

DELETED

K-80.20

DELETED

L-5.10

Sheet 2, Typical Elevation, callout - “2’ – 0” MIN. LAP SPLICE BETWEEN (mark) A #3 BAR AND WALL REINFORCEMENT ~ TYPICAL” is revised to read: “2’ – 0” MIN. LAP SPLICE BETWEEN (MARK) A #4 BAR AND WALL REINFORCEMENT ~ TYPICAL”

Section C, callout; “(mark) A #3” is revised to read: “(mark) A #4”, callout - “(mark) B #3” is revised to read: “(mark) B #4”, callout - “(mark) C #3 TIE” is revised to read: “(mark) C #4 TIE”

Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is revised to read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”

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

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

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

B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18
B-70.20-01.....3/15/22
B-70.60-01.....1/26/17

1

C-1.....9/8/22
C-1b.....9/8/22
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....9/8/22
C-7.....9/8/22
C-7a.....9/8/22
C-20.10-08.....9/8/22
C-20.14-05.....9/8/22
C-20.15-02.....6/11/14
C-20.18-04.....9/8/22
C-20.40-09.....9/8/22
C-20.41-04.....8/22/22
C-20.42-05.....7/14/15
C-20.43-00……8/22/22
C-20.45.03.....9/8/22
C-22.16-07.....9/16/20
C-22.40-09.....9/8/22
C-22.45-06.....9/8/22
C-23.70-00……..8/22/22
C.24.10-03.....7/24/22
C-24.15-00…….3/15/22
C-25.20-07.....8/20/21
C-25.22-06.....8/20/21
C-25.26-05.....8/20/21
C-25.30-01…….8/20/21
C-25.80-05.....8/12/19
C-60.10-02…….9/8/22
C-60.15-00……..8/17/21
C-60.20-01……9/8/22
C-60.30-01……8/17/21
C-60.40-00……..8/17/21
C-60.45-00……..8/17/21
C-60.50-00……..8/17/21
C-60.60-00……..8/17/21
C-60.70-01……9/8/22
C-60.80-01……..9/8/22
C-70.15-00……..8/17/21
C-70.10-03.....8/20/21
C-75.10-02.....9/16/20
C-75.20-03.....8/20/21
C-75.30-03.....8/20/21
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-02.....8/20/21
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-02.....8/27/21
C-85-18-03.....9/8/22

2

D-2.36-03.....6/11/14
D-2.46-02……8/13/21
D-2.84-00.....11/10/05
D-2.92-01.....4/26/22
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

3

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

4

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-03.....3/28/22
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-03.....8/13/21
F-80.10-04.....7/15/16

5

G-10.10-00.....9/20/07
G-20.10-03.....8/20/21
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-24.60-05.....6/28/18
G-25.10-05.....9/16/20
G-26.10-00……7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03……7/11/17
G-90.20-05……7/11/17
G-90.30-04……7/11/17
G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

6

H-10.10-00.....7/3/08
H-32.10-00.....9/20/07
H-70.10-02.....8/17/21

H-10.15-00.....7/3/08
H-30.10-00.....10/12/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08
H-70.20-02.....8/17/21

1

I-10.10-01.....8/11/09
I-30.10-02.....3/22/13
I-30.15-02.....3/22/13
I-30.16-01.....7/11/19
I-30.17-01.....6/12/19
I-30.20-00.....9/20/07
I-30.30-02.....6/12/19
I-30.40-02.....6/12/19
I-30.60-02.....6/12/19
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.20-02.....7/6/22
I-60.10-01.....6/10/13
I-60.20-01.....6/10/13
I-80.10-02.....7/15/16

2

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

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K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.32-00……8/17/21
K-80.34-00……8/17/21
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

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L-5.10-00……..9/19/22
L-20.10-03.....7/14/15
L-40.20-02.....6/21/12

L-5.15-00……..9/19/22
L-10.10-02.....6/21/12
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……..7/10/15
M-3.10-04.....9/25/20
M-3.20-04.....8/2/22
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00……..2/10/09
M-11.10-04.....8/2/22
M-12.10-03……8/2/22
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-04.....8/2/22
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00……7/11/17
M-24.66-00……7/11/17
M-40.10-03.....6/24/14
M-40.20-00.....10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-03.....8/17/21
M-65.10-03.....8/17/21
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

APPENDIX A

"Good Faith" Asbestos and Hazardous Materials Survey Report

"GOOD FAITH" ASBESTOS AND HAZARDOUS MATERIALS SURVEY REPORT

SR 534 – Tributary to Carpenter Creek Fish Passage Project

Prepared for:

Washington State Department of Transportation
Northwest Region Environmental Services

Attention: Beth Toberer

Prepared by:
Washington State Department of Transportation
Northwest Region Environmental Services Office
Hazardous Materials and Solid Waste Program (HazMat Program)
P.O. Box 330310
Seattle, Washington 98133
(206) 440-4535

Anne Conrad, Hazardous Materials & Solid Waste Management Lead

Washington State Department of Transportation

April 13, 2020

SUMMARY OF FINDINGS

The following is an asbestos report for a pre-demolition asbestos and hazardous materials survey conducted by Washington State Department of Transportation (WSDOT) Hazardous Materials (HazMat) & Solid Waste Technical Lead, Anne Conrad. The survey area included the accessible exteriors of one concrete pipe culvert below State Route (SR) 534 crossing and one concrete pipe culvert below Conway Hill Road of an unnamed Tributary to Carpenter Creek, Skagit County, Washington. A total of 6 bulk samples of building materials were collected from the culvert structures and analyzed for asbestos-containing material (ACM). ACM means any material containing more than one percent (1%) asbestos as determined using the method specified in Environmental Protection Agency (EPA) regulations Appendix E, Subpart E, 40 Code of Federal Regulations (CFR) Part 763, Section l, Polarized Light Microscopy (PLM). The results from the 6 asbestos samples tested of accessible exterior building materials using PLM indicated ACM was not detected in the sampled locations and materials.

INTRODUCTION

The Washington State Department of Transportation (WSDOT) Hazardous Materials and Solid Waste Program (HazMat) has performed a Good Faith Asbestos Survey for pre-demolition of one concrete pipe culvert below State Route (SR) 534 crossing and one concrete pipe culvert below Conway Hill Road of an unnamed Tributary to Carpenter Creek, Skagit County, Washington. The purpose of the asbestos survey was to determine whether any part of the structures or materials within the structures contain asbestos prior to any demolition. The asbestos and hazardous materials survey was completed on March 24, 2020 in accordance with guidelines and specifications of Federal and State regulations. Anne Conrad, a certified Asbestos Hazard Emergency Response Act (AHERA) building inspector under 40 CFR, Part 763, Subpart E, Appendix C, conducted the on-site inspection. This report presents the methods, findings, and conclusions of the asbestos survey conducted for these structures.

In accordance with the Washington Industrial Safety and Health Act (WISHA) Regional Directive 23.10 dated April, 1997 and Directive 23.35 dated January 2001, a determination whether asbestos and other hazardous materials are present at the work site must be identified and documented as referenced in Washington Administrative Code (WAC) WAC 296-155-775. As referenced in WAC 296-65-003, "Asbestos project includes the construction, demolition, repair, remodeling, maintenance or renovation of any public or private building or structure, mechanical piping equipment or system involving the demolition, removal, encapsulation, salvage, or disposal of material or outdoor activity releasing or likely to release asbestos fibers into the air." A brief summary of suspected hazardous materials sampled and tested have been identified and documented in the **Summary of Findings** section of this report.

A vicinity map showing the location of the culverts is provided in Appendix A, photographs of the culverts and sampling locations are provided in Appendix B, a summary table is provided in Appendix C, and the laboratory report is provided in Appendix D.

If ACM is subsequently discovered, all appropriate safety and health measures should be followed relating to ACM. A properly trained and certified asbestos abatement contractor should be contacted prior to any renovation/demolition that will directly impact suspected ACM identified during construction.

SUBJECT STRUCTURE DESCRIPTION

The Tributary to Carpenter Creek flows through a 35-foot long, 36-inch diameter concrete pipe beneath SR 534 within Skagit County, Washington, within Section 20 of Township 33 North, Range 4 East (Willamette Meridian). Upstream to the SR 534 crossing, the Tributary crosses below Conway Hill Road through a concrete pipe. Samples were collected from both concrete pipe culverts.

INSPECTION METHODOLOGY

The asbestos and hazardous materials survey was completed in Skagit County, Washington, where asbestos regulations are administered by the Northwest Clean Air Agency (NWCAA) and described in the Regulation of the Northwest Clean Air Agency, Section 570, Asbestos Control Standards, and WAC 296-155-775. This survey was completed with the intent of complying with

and providing an AHERA-level assessment in accordance with Environmental Protection Agency (EPA) 40 CFR 763, and Washington State Department of Labor and Industries (L&I) standards, WAC 296-62-07721(2)(b)(ii), and the Occupational Safety and Health Administration 29 CFR 1926.1101(k). The codes are generally focused on preventing airborne emissions of asbestos fibers and addressing public and worker health concerns for exposure to ACM during building construction, renovation, demolition and general housekeeping activities.

A comprehensive investigation of all readily accessible areas was performed to identify homogeneous areas of suspected ACM. Within the confines of the federal, state and local laws and regulations, some destructive methods were used as necessary in an attempt to identify building materials in areas of limited access where it was suspected that potentially ACM may be present. Bulk samples of suspected ACM were collected according to the methodology described in EPA regulation 40 CFR Part 763.86. This regulation specifies the minimum number of samples to be taken of each homogeneous area of suspected ACM based on the type and quantity of the material as illustrated in Table 1.

Table 1. Sampling Requirements

Surfacing Material	Thermal System Insulation (TSI)	Miscellaneous Material
≤ 1,000 ft^2 at least 3 random samples. > 1,000 ft^2 and ≤ 5,000 ft2 at least 5 random samples. > 5,000 ft^2 at least 7 random samples.	At least 3 random samples. For patched areas < 6 LF or 6 ft^2 at least 1 sample.	A minimum of two samples per homogeneous area or following applicable local Jurisdiction Clean Air Authority directives.

A total of 6 bulk samples were collected from the exterior areas of the culverts as shown in Appendix C. If possible, suspected ACM were collected in a non-abrasive manner by carefully removing small portions of the suspect material with a hand tool suitable to the material being sampled. Samples were collected of loose pieces or from materials with pre-existing damage. Each sample was placed into a sealed bag and labeled with a unique identification number. The identification number and description of the material were recorded on a sample chain of custody.

All samples were analyzed by NVL Laboratories, Inc., located at 5704 220th Street SW, Mountlake Terrace, Washington 98043. NVL is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos fiber analysis. All samples were analyzed using PLM, which has a detection limit of approximately one percent (by volume).

AIR EMISSIONS REGULATIONS

One of the tasks of the asbestos inspection for this project site is to satisfy Regulation of the Northwest Clean Air Agency, Section 570, governing potential releases of air-borne asbestos fibers during structure renovations or demolition. A certified AHERA Building Inspector must conduct all asbestos surveys. NWCAA, Section 570.0(A) and (B) states that it is unlawful for any person

to cause or allow any renovation or demolition unless the property owner or the owner's agent obtains an asbestos survey, performed by an AHERA building inspector. In accordance with L&I, WAC 296-62-07703 defines "demolition" and refers to WAC 296-155-775(9) to indicate "where feasible, asbestos containing materials shall be removed from all structures prior to commencement of demolition."

If ACM is found, the NWCAA must be notified in accordance with Section 570.4, "Notification Requirements", and the appropriate fee must be submitted prior to any asbestos removal work. This notification may be submitted in conjunction with the demolition permit in order to avoid separate notification periods. A Certified Asbestos Contractor must perform asbestos removal and all friable or potentially friable asbestos must be removed before any demolition begins as regulated in Section 570.5 "Asbestos Removal Requirements Prior to Renovation or Demolition." A 10-day waiting period follows the proper notification.

WORKER SAFETY AND HEALTH REQUIREMENTS

L&I currently require a "good faith" asbestos inspection be conducted by an accredited inspector prior to demolition in accordance with WAC 296-62-07721. This State code applies to all occupational exposures to asbestos in all industries covered by the Washington Industrial Safety and Health Act. Before authorizing or allowing any construction, renovation, remodeling, maintenance, repair or demolition project, an owner or owner's agent shall perform, or cause to be performed, a good faith survey to determine whether materials to be worked on or removed contain asbestos.

The L&I code also references the AHERA standard for asbestos inspection. The inspection should be documented by a written report maintained on file and made available upon request to the L&I director. The owner or owner's agents is required to make available, to any contractor submitting a bid to undertake any construction, renovation, remodeling, maintenance, repair, or demolition project, the written statement either of the reasonable certainty of non-disturbance of asbestos or of assumption of the presence of asbestos.

These state codes regulate asbestos exposure for construction and custodial work around ACM and work sites specifically undergoing construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions that contain asbestos. It also regulates installation, removal or encapsulation projects for ACM. Building and facility owners, and employers whose employees perform work in or adjacent to areas subject to the standard must identify the presence, location, and quantity of ACM or PACM (presumed asbestos containing materials).

The L&I codes define various standards for construction sites and general occupational exposure. The rule requirements include specific worker and employee training, regulated and monitored work areas for four classes of asbestos work, work practices and engineering controls dependent on the class, medical surveillance for certain employees, and record keeping. The requirements also include communication of asbestos hazards to contractors, employees or workers, and tenants (e.g., written notification, labeling, warning signs), and other conditions to protect human health and prevent asbestos exposure. The user of this document is encouraged to contact L&I for additional information on these regulated activities and/or seek consultation from a competent person or contractor certified for asbestos projects.

FINDINGS AND CONCLUSIONS

This report presents the findings of the Good Faith Asbestos Survey for two concrete culverts located at the SR 534 crossing and the Conway Hill Road crossing of an unnamed Tributary to Carpenter Creek, Skagit County, Washington. The results from the 6 asbestos samples tested of accessible exterior building materials using PLM indicated ACM was not detected in the sampled locations and materials. A vicinity map showing the location of the culverts is provided in Appendix A, photographs of the culverts and sampling locations are provided in Appendix B, a summary table is provided in Appendix C, and the laboratory report is provided in Appendix D. All suspect material if not previously sampled such as grout, caulking, adhesives, sealants, epoxy, electrical wiring and/or conduits, or any other material not previously characterized, that may contain asbestos material should be presumed as ACM unless tested to determine otherwise prior to disturbance.

REMARKS

This report sets forth the inspector's findings and conclusions based upon a "good faith" inspection of two concrete culverts at the SR 534 crossing and the Conway Hill Road crossing of the unnamed Tributary of Carpenter Creek, Skagit County, Washington. The asbestos surveys are intended to satisfy the standards of care, skill, and diligence ordinarily provided by a professional in the performance of similar services at the time the services were performed. All findings are based on readily available and reasonably ascertainable information on site conditions at the time of the inspection and for the known regulations in effect at that time. This document is not intended to serve as a comprehensive scope of work for abatement purposes or an asbestos abatement contractor and should not be used as a contract document. The intent of the survey is to determine whether or not materials at the site are ACM. All existing conditions, quantities, and locations should be verified prior to any renovation and/or demolition activities such as a pre-bid walkthrough. WSDOT cannot be held responsible for the interpretation by others of the data contained in this report and should be used solely at the reader and/or user's own risk.

Construction methods and materials use vary with contractor and construction trades, and suspect ACM may exist in the structures that were not detected in this inspection, in unidentified locations that were not investigated, or in areas that were not readily accessible (e.g., inside inaccessible areas such as confined spaces, conduits such as electrical wiring and/or panels.). Regulatory requirements imply for work stoppage, agency notification and controls if ACM or additional ACM is discovered during building demolition activities that were not previously identified in the Good Faith Asbestos Survey as shown in EPA 40 CFR 61.145 (4)(c)(1)(iii), "It was not accessible for testing and was, therefore, not discovered until after demolition began and, as a result of the demolition, the material cannot be safely removed. If not removed for safety reasons, the exposed regulated asbestos-containing material (RACM) and any asbestos-contaminated debris must be treated as asbestos-containing waste material and adequately wet at all times until disposed of." Where suspect materials are encountered, they should be assumed to be ACM until shown to be non-ACM through analytical testing. Although building materials with less than 1% asbestos fibers do not qualify as ACM, there can be worker health and safety issues associated with these types of materials. It should be noted that other standards and conditions might be required or applicable under local, state, and federal regulations than are discussed in this report.

SIGNATURE

Questions regarding this report and the associated work documented herein should be directed to Anne Conrad at (206) 440-4535.

Anne Conrad
WSDOT Hazardous Materials & Solid Waste Technical Lead
WSDOT NWR Environmental Services Office
Hazardous Materials and Solid Waste Program
AHERA Certification # 175882; Expires 12/05/2020

REFERENCES

Asbestos Hazard Emergency Response Act (AHERA); Title 40 CFR, Part 763.

National Emission Standards for Hazardous Air Pollutants (NESHAP); Asbestos, 40 CFR Part 61.

Northwest Clean Air Agency website
https://nwcleanairwa.gov/

Washington Administrative Code (WAC), Chapter 296-62-077, General Occupational Health Standards – Asbestos, Tremolite, Anthophyllite, and Actinolite.

Washington Administrative Code (WAC), Chapter 296-65, Asbestos Removal and Encapsulation.

Washington Industrial Safety and Health Act (WISHA) Regional Directive 23.30, "Asbestos-Containing Joint Compound in Wallboard Systems," dated December 28, 2000.

Washington Industrial Safety and Health Act (WISHA) Regional Directive 23.35, "Demolition of Buildings with Asbestos-Containing Materials," dated January 31, 2001.

APPENDIX B

Summary of Geotechnical Conditions SR 534/Unnamed Tributary to Carpenter Creek - Fish Passage

SUMMARY OF GEOTECHNICAL CONDITIONS
SR 534/Unnamed Tributary to Carpenter Creek – Fish Passage

OVERVIEW

The following is a summary of the geotechnical conditions and their potential impacts on construction of the SR 534/Unnamed Tributary to Carpenter Creek – Fish Passage Project. The major geotechnical components of the Project include:

- Construction dewatering and/or depressurization.
- Excavating for and construction of a 4-sided box culvert and reinforced concrete retaining walls.

SUBSURFACE CONDITIONS

Soil Conditions

The subsurface exploration consisted of two borings in 2020 and three Cone Penetrometer Tests (CPT) in 2021. The subsurface materials have been grouped into six engineering stratigraphic units (ESUs) presented from top down as follows:

- **ESU 1a (Fill):** Dark gray to light brown, dense, well graded gravel with sand. This unit should be expected to contain cobbles, construction debris, wood debris, and potentially boulders.
- **ESU 1b (Qgdm-ec):** Gray, stiff, elastic silt and lean clay with varying amounts of sand and gravel. This unit should be expected to contain cobbles and potentially boulders.
- **ESU 2 (Qgdm-ec):** Gray, very soft to medium stiff, silt, lean clay, and fat clay.
- **ESU 3 (Qgome-e):** Gray, medium dense to dense, silty sand and sandy silt.
- **ESU 4 (Qgt-v):** Gray to dark gray, very dense, silty sand with gravel and well graded gravel.
- **ESU 5 (Qga-v):** Gray to dark gray, medium dense to very dense, poorly graded sand and silty sand with varying amounts of gravel.

A summary of ESU contact elevations is provided in Table 1.

Table 1: Summary of ESU Elevations in Project Borings

ESU	Approximate Elevation Range in Boring (feet)	
	H-1vwp-20	H-2vwp-20
ESU 1a	26.5 to 22.5	27.4 to 23.4
ESU 1b	22.5 to 17.5	23.4 to 20.4
ESU 2	17.5 to -4.5	20.4 to 1.4
ESU 3	-4.5 to -17.5	1.4 to -11.6
ESU 4	-17.5 to -22.5	-11.6 to -16.6
ESU 5	-22.5 to -39.5*	-16.6 to -38.6*

*Represents bottom of boring. Bottom depth of ESU is not known.

The subsurface conditions are described in more detail on the boring logs prepared for the Project.

Groundwater Conditions.

The groundwater in H-1vwp-20 and H-2vwp-20 was monitored with four vibrating wire piezometers. Groundwater elevations were monitored between May 2020 through July 2022 and are summarized in Table 2. Artesian groundwater conditions were observed during drilling, monitored in all vibrating wire piezometers, and are represented by negative (or above ground elevation) water levels. ESU 3 is known to be the source of a pressurized groundwater aquifer.

Table 2: Summary of Groundwater Monitoring

Boring Name	Sensor Elevation (feet)	Measured Water Elevation (feet)	
		Lowest	Highest
H-1vwp-20	8.5	26.9	29.1
	-6.5	33.1	37.3
H-2vwp-20	11.9	28.5	33.1
	-8.1	34.2	38.4

CONSTRUCTION CONSIDERATIONS

Dewatering

Groundwater seepage zones should be expected in the proposed excavation areas and along slopes. Where groundwater seepage is encountered, the flowing water or resulting soil erosion could adversely affect stability of temporary excavation slopes.

The planned excavation for the box culvert and retaining walls may extend to 14 feet below the perched groundwater table and below the piezometric head elevation of groundwater confined in ESU 3, depending on the time of year the Project is constructed. Excavations and slopes through soils that have not been adequately dewatered or have insufficient depressurization of groundwater confined in ESU 3 may result in bottom heave and slope instability. The Contractor should expect that dewatering using well points, relief wells, and/or pumped wells will be needed to effectively dewater excavations and depressurize artesian groundwater. Re-injection wells and/or cut-off walls may be necessary to minimize dewatering induced settlements.

Earthwork, Excavation Slopes, and Shoring

The Contractor should review the boring logs and current site conditions where temporary slopes may be needed. Planned excavations will primarily encounter material from ESU 1a, ESU 1b, and ESU 2. The contractor should be prepared to control groundwater seepage and prevent erosion that could cause slope instability.

Selection of shoring methods should consider the presence of cobbles, boulders, construction debris, and wood debris in ESUs 1a and 1b. Difficult driving conditions for driven shoring systems may be encountered in ESUs 1a and 1b and require predrilling for installation. There is a risk of upward groundwater flow and potential artesian pressures along the face of sheet piles which should be accounted for. Drilled shoring systems may be difficult to install due to artesian pressure head within the shafts. If drilling is required, the Contractor should carefully consider methods to maintain a pressure head greater than the artesian pressure head.

Because the bottom of excavation will be below the natural groundwater level and will be in very soft plastic soil, the Contractor should be prepared for challenges excavating and preparing the

culvert subgrade and use excavation, fill placement, and compaction techniques appropriate for the conditions encountered.

AVAILABLE GEOTECHNICAL REPORT

The following Geotechnical Report contains design and construction information relevant to the Project and is available at the Project Engineer's Office or online at

ftp://ftp.wsdot.wa.gov/contracts.

WSDOT, (2022). *Geotechnical Report,* SR 534/Unnamed Tributary to Carpenter Creek – Fish Passage, XL6097, NWR, SR 534, MP 0.49 – 0.69, October 19, 2022.

10-19-2022

Prepared By:	Donald J. Anderson, EIT Geotechnical Specialist	Reviewed By:	David I. Johnson, PE Geotechnical Engineer
Agency Approval Authority:	Andrew J. Fiske, PE State Geotechnical Engineer		

APPENDIX C

Corp of Engineers

Nationwide Permit 14

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 EAST MARGINAL WAY SOUTH, BLDG 1202
SEATTLE, WA 98134-2388

Regulatory Branch December 17, 2021

Mr. Jeffrey Kamps
Washington State Department of Transportation
1019 Andis Road
Burlington, Washington 98233

Reference: NWS-2021-902-DOT
WSDOT (SR 534
Unnamed Tributary to
Carpenter Creek Fish
Passage)

Dear Mr. Kamps:

We have reviewed your application to excavate and permanently place fill within 0.14 of an acre of wetlands and 0.04 of an acre waterward of the ordinary high water mark of the unnamed tributary to Carpenter Creek to replace a fish passable barrier and bypass a second fish barrier near Conway, Skagit County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 14, *Linear Transportation Projects* (Federal Register January 6, 2017, Vol. 82, No. 4) authorizes your proposal as depicted on the enclosed drawings dated October 2021.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14, Terms and Conditions* and the following special conditions:

a. Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries (NOAA Fisheries) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out

instructions provided by NOAA Fisheries to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

b. In order to meet the requirements of the Endangered Species Act (ESA) and Magnuson-Stevens Fishery Conservation and Management Act (MSA) Biological Opinion and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the *Washington State Department of Transportation Preservation, Improvement, and Maintenance Activities* (Ref # WCRO-2016-00011), revised October 28, 2016, and the *Statewide Programmatic Consultation for the Washington State Department of Transportation (WSDOT) Biological Opinion* (Opinion, Ref # 01EWFW00-2014-F-0286; 01EWFW00-2014-FC-0287), dated July 2, 2015, you must implement and abide by the Endangered Species Act (ESA) mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BOs, and the requirements and/or agreements set forth in the *WSDOT NOAA Long Project Notification Form* and the *WSDOT USFW Project Notification Form*, both dated September 29, 2020, in their entirety. The National Marine Fisheries Service (NMFS) provided a concurrence based on this document on October 22, 2020 (NMFS Reference Number WCRO-2016-00011-2366). The U.S. Fish and Wildlife Service (USFWS) provided a concurrence based on this document on October 29, 2020 (USFWS Reference Number 01EWFW00-2021-TA-0031). Both agencies will be informed of this permit issuance. Failure to comply with the commitments made in this consultation constitutes non-compliance with the ESA and your U.S. Army Corps of Engineers permit. The USFWS/NMFS is the appropriate authority to determine compliance with ESA.

c. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing through consultation by the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service (Services) in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the Services and receive written concurrence on the changes. Copies of the concurrence(s) must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

d. You must implement and abide by the restoration and woody material placement plan shown on sheets 14 through 26 of 26 in the approved project drawings dated October 2021. An as-built report and as-built drawings and photographs of the planted stream banks and woody material placement shall be submitted within

13 months from the date of this authorization. This report must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch at nws.compliance@usace.army.mil and must prominently display the reference number NWS-2021-902-DOT.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone Management (CZM) consistency determination response for this NWP. No further coordination with Ecology for WQC and CZM is required.

You have not requested a jurisdictional determination for this proposed project. If you believe the U.S. Army Corps of Engineers does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this 2017 NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the 2017 NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at nws.compliance@usace.army.mil. Thank you for your cooperation during the permitting process. We are interested in your experience with

our Regulatory Program and encourage you to complete a customer service survey. Referenced documents and information about our program are available on our website at www.nws.usace.army.mil, select “Regulatory Permit Information”. If you have any questions, please contact the project manager, Ms. Jennifer Lang at jennifer.w.lang@usace.army.mil or (206) 764-6071.

Sincerely,

For Daniel A. Krenz, Section Chief
Regulatory Branch

Enclosures

US Army Corps of Engineers ®
Seattle District

NATIONWIDE PERMIT 14
Terms and Conditions

Effective Date: March 19, 2017

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d). Note 2: Some discharges for the construction of farm roads or forest

roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4). Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management

responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer

determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment. (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum

extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs

to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a

road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____
(Transferee)

_____
(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not

commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame

concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.
(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision: 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre. 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns. 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than

minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer. 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information: 1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP. 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law. 3. NWPs do not grant any property rights or exclusive privileges. 4. NWPs do not authorize any injury to the property or rights of others. 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to all NWPs for the Seattle District in Washington State, unless specified.

1. <u>Project Drawings</u>: Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the U.S. will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

2. <u>Aquatic Resources Requiring Special Protection</u>: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali

wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

NWP 3 – Maintenance
NWP 20 – Response Operations for Oil and Hazardous Substances
NWP 32 – Completed Enforcement Actions
NWP 38 – Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWPs in any of the aquatic resources requiring special protection, prospective permittees must submit a PCN to the Corps of Engineers (see NWP general condition 32) and obtain written authorization before commencing work.

3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.

4. Commencement Bay: The following NWPs may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 2 on Corps website):

NWP 12 – Utility Line Activities (substations)
NWP 13 – Bank Stabilization
NWP 14 – Linear Transportation Projects
NWP 23 – Approved Categorical Exclusions
NWP 29 – Residential Developments
NWP 39 – Commercial and Institutional Developments
NWP 40 – Agricultural Activities
NWP 41 – Reshaping Existing Drainage Ditches
NWP 42 – Recreational Facilities
NWP 43 – Stormwater and Wastewater Management Facilities

5. Bank Stabilization: All projects including new or maintenance bank stabilization activities require PCN to the Corps of Engineers (see NWP general condition 32). For new bank stabilization projects only, the following must be submitted to the Corps of Engineers:

a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
b. The type and length of existing bank stabilization within 300 feet of the proposed project.
c. A description of current conditions and expected post-project conditions in the waterbody.
d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

6. Crossings of Waters of the United States: Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the Corps of Engineers (see NWP general condition 32). If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

a. The existence of extraordinary site conditions.

b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, project proponents must provide a monitoring plan with the PCN that specifies how the proposed culvert will be assessed over a five-year period from the time of construction completion to ensure its effectiveness in providing passage at all life stages at all flows where the salmonid species would naturally seek passage. Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

7. Stream Loss: A PCN is required for all activities that result in the loss of any linear feet of stream beds. No activity shall result in the loss of any linear feet of perennial stream beds or the loss of greater than 300 linear feet of intermittent and/or ephemeral stream beds. A stream may be rerouted if it is designed in a manner that maintains or restores hydrologic, ecologic, and geomorphic stream processes, provided there is not a reduction in the linear feet of stream bed. Streams include brooks, creeks, rivers, and historical waters of the U.S. that have been channelized into ditches. This condition does not apply to ditches constructed in uplands. Stream loss restrictions may be waived by the district engineer on a case-by-case basis provided the activities result in net increases of aquatic resource functions and services.

8. Mitigation: Pre-construction notification is required for any project that will result in permanent wetland losses that exceed 1,000 square feet. In addition to the requirements of General Condition 23 (Mitigation), compensatory mitigation at a minimum one-to-one ratio will be required for all permanent wetland losses that exceed 1,000 square feet. When a PCN is required for wetland losses less than 1,000 square feet, the Corps of Engineers may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation for impacts to marine waters, lakes, and streams will be determined on a case-by-case basis. If temporary impacts to waters of the U.S. exceed six months, the Corps of Engineers may require compensatory mitigation for temporal effects.

9. Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat

Essential Fish Habitat (EFH) is defined as those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. If EFH may be adversely affected by a proposed activity, the prospective permittee must provide a written EFH assessment with an analysis of the effects of the proposed action on EFH. The assessment must identify the type(s) of essential fish habitat (i.e., Pacific salmon, groundfish, and/or coastal-pelagic species) that may be affected. If the Corps of Engineers determines the project will adversely affect EFH, consultation with NOAA Fisheries will be required. Federal agencies should follow their own procedures for complying with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act. If PCN is required for the proposed activity, Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

10. Forage Fish: For projects in forage fish spawning habitat, in-water work must occur within designated forage fish work windows, or when forage fish are not spawning. If working outside of a designated work window, or if forage fish work windows are closed year round, work may occur if the work window restriction is released for a period of time after a forage fish spawning survey has been conducted by a biologist approved by the Washington State Department of Fish and Wildlife (WDFW). Forage fish species with designated in-water work windows include Pacific sand lance (*Ammodytes hexapterus*), Pacific herring (*Clupea pallasi*), and surf smelt (*Hypomesus pretiosus*). This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

11. Notification of Permit Requirements: The permittee must provide a copy of the nationwide permit authorization letter, conditions, and permit drawings to all contractors and any other parties performing the authorized work prior to the commencement of any work in waters of the U.S. The permittee must ensure all appropriate contractors and any other parties performing the authorized work at the project site have read and understand relevant NWP conditions as well as plans, approvals, and documents referenced in the NWP letter. A copy of these documents must be maintained onsite throughout the duration of construction.

12. Construction Boundaries: Permittees must clearly mark all construction area boundaries before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

13. Temporary Impacts and Site Restoration

a. Temporary impacts to waters of the U.S. must not exceed six months unless the prospective permittee requests and receives a waiver by the district engineer. Temporary impacts to waters of the U.S. must be identified in the PCN.
b. No more than 1/2 acre of waters of the U.S. may be temporarily filled unless the prospective permittee requests and receives a waiver from the district engineer (temporary fills do not affect specified limits for loss of waters associated with specific nationwide permits).
c. Native soils removed from waters of the U.S. for project construction should be stockpiled and used for site restoration. Restoration of temporarily disturbed areas must include returning the area to pre-project ground surface contours. If native soil is not available from the project site for restoration, suitable clean soil of the same textural class may be used. Other soils may be used only if identified in the PCN.
d. The permittee must revegetate disturbed areas with native plant species sufficient in number, spacing, and diversity to restore affected functions. A maintenance and monitoring plan commensurate with the impacts, may be required. Revegetation must begin as soon as site conditions allow within the same growing season as the disturbance unless the schedule is approved by the Corps of Engineers. Native plants removed from waters of the U.S. for project construction should be stockpiled and used for revegetation when feasible. Temporary Erosion and Sediment Control measures must be removed as soon as the area has established vegetation sufficient to control erosion and sediment.
e. If the Corps determines the project will result in temporary impacts of submerged aquatic vegetation (SAV) that are more than minimal, a monitoring plan must be submitted. If recovery is not achieved by the end of the monitoring period, contingencies must be implemented, and additional monitoring will be required.

This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

1. Private residential driveways in waters of the U.S. with footprints wider than 22 feet or longer than 200 feet are not authorized by this NWP. For this requirement, "footprint" refers to the bottom width of the roadway fill prism.

2. A pre-construction notification must be submitted to the district engineer (see NWP general condition 32) for linear transportation project crossings in tidal waters.

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

In addition to all the Corps National and Seattle Districts' Regional permit conditions, the following State General Section 401 Water Quality Certification (Section 401) conditions apply to all Nationwide Permits whether **certified** or **partially certified** in the State of Washington.

1. **For in-water construction activities**. Ecology Section 401 review is required for projects or activities authorized under NWPs that will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC). State water quality standards and sediment management standards are available on Ecology's website. Note: In-water activities include any activity within a wetland and/or activities below the ordinary high water mark (OHWM).

2. **Projects or Activities Discharging to Impaired Waters**. Ecology Section 401 review is required for projects or activities authorized under NWPs if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter. To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. **Application**. For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32, Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above **and** a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of **both** of these documents, Section 401 is presumed waived.

4. **Aquatic resources requiring special protection**. Certain aquatic resources are unique, difficult-to-replace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings. Ecology Section 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Seattle District Regional General Condition): (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):

- Estuarine wetlands.
- Wetlands of High Conservation Value.
- Bogs.
- Old-growth and mature forested wetlands.
- Wetlands in coastal lagoons.
- Interdunal wetlands.

- Vernal pools.
- Alkali wetlands.

(b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (*Zostera marina*) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score ≥ 8 points. This State General Condition does not apply to the following Nationwide Permits: NWP 20 – *Response Operations for Oil and Hazardous Substances,* NWP 32 – *Completed Enforcement Actions*

5. Mitigation. Applicants are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology Section 401 review with unavoidable impacts to aquatics resources, adequate compensatory mitigation must be provided.

(a) Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:

i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
iii. The rationale for the mitigation site that was selected.
iv. The goals and objectives of the compensatory mitigation project.
v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans. Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approach such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

(b) Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

6. Temporary Fills. Ecology Section 401 review is required for any project or activity with temporary fill in wetlands or other waters of the state for more than 90 days, unless the applicant has received written approval from Ecology. Note: This State General Condition does not apply to projects or activities authorized under NWP 33, *Temporary Construction, Access, and Dewatering*

7. Stormwater pollution prevention: All projects that involve land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the State.

(a) For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.

(b) Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

8. State Section 401 Review for PCNs not receiving 45-day response from the Seattle District. In the event the Seattle District Corps does not issue a NWP authorization letter within 45 calendar days of receipt of a **complete** pre-construction notification, the applicant must contact Ecology for Section 401 review prior to commencing work.

F. ECOLOGY 401 CERTIFICATION: SPECIFIC CONDITIONS FOR THIS NWP:

Certified subject to conditions. Ecology Section 401 review is required for projects or activities authorized under this NWP if:

1. The project or activity impacts more than more than 1/3 acre of waters of the state.

2. The project includes fill related to a residential and/or commercial development.

3. The project or activity is in or adjoining a known contaminated or cleanup site.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:
(Note: This is only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

Response: Ecology concurs that this NWP is consistent with the CZMP, subject to the following condition: An individual Coastal Zone Management Consistency Determination is required for project or activities under this NWP if State Section 401 review is required.

General Conditions: For Non-Federal Permittees
1. Necessary Data and Information. A Coastal Zone Management Program "Certification of Consistency" form is required for projects located within a coastal county. "Certification of Consistency" forms are available on Ecology's website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.
2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)
1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.
2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.

APPENDIX D

Hydraulic Project Approval

Permit 2021-4-820+01

HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: November 18, 2021
Project End Date: November 17, 2026

Permit Number: 2021-4-820+01
FPA/Public Notice Number: N/A
Application ID: 26524

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
WSDOT	WSDOT
ATTENTION: Jeff Kamps	ATTENTION: Sam Merrick
1019 Andis Rd	1019 Andis Rd
Burlington, WA 98233	Burlington, WA 98233-3432

Project Name: SR 534 Tributary to Carpenter Creek Fish Passage

Project Description: The Washington State Department of Transportation (WSDOT) proposes to correct two fish barriers on a tributary to Carpenter Creek at State Route (SR) 534 in Skagit County. The project will replace one 36-inch diameter, 35-foot long cement pipe (Barrier Site ID: CR2) with a 12-foot concrete box culvert that is 12.8 feet high and daylight a 229-foot long culvert (Barrier Site ID: 995265) into a newly constructed stream channel.

In addition, a stormwater drainage pipe (Barrier Site ID: 995365) will be reconfigured to drain above the Ordinary High Water Mark (OHWM) of the new stream channel which will include construction of an outfall dissipation pad. The new stream alignment will cross over an existing liquid petroleum pipeline corridor currently buried eight feet underground; however, no changes to the liquid petroleum pipeline corridor are proposed.

PROVISIONS

1. TIMING LIMITATION: Work below the ordinary high water line of the unnamed tributary to Carpenter Creek must only occur between July 1st and September 30th of calendar years 2022 through 2026.

2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled, "SR 534 Unnamed Tributary to Carpenter Creek - Fish Passage," dated October 2021. You must have a copy of these plans available on site during all phases of the project construction.

3. PRE-, DURING, AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, one day before removing the temporary bypass and again within seven days after completing the HPA-related activities. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

4. PRE-CONSTRUCTION CONTRACTOR MEETING: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least fourteen business days before starting work to arrange a pre-construction contractor meeting onsite. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.

5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and

Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

6. RE-VEGETATION: Replace native riparian zone vegetation (except noxious weeds) damaged or destroyed by construction with similar native species according to the proposed landscape planting plan. Complete replanting of woody riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

7. INVASIVE SPECIES CONTROL: Before arriving to the work site, thoroughly remove all visible dirt and organic debris from equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) to prevent the introduction of invasive species to the job site. Before leaving the work site, employ Level 1 Decontamination Protocols to prevent the spread of invasive species from the job site. If water is used to clean, properly dispose of the water and chemicals. The Level 2 Decontamination Protocol is required at sites that are known or suspected to contain invasive species. See Washington Department of Fish and Wildlife's Invasive Species Management Protocols, available online at http://wdfw.wa.gov/publications/search.php?Cat=Aquatic Invasive Species.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Establish staging areas (used for equipment storage, construction and deconstruction material, vehicle storage, fueling, servicing, and hazardous material storage) and temporary access roads in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

9. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

10. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line prior to bypassing flow out of the work area.

11. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

12. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the channel. This applies to existing channels and any new channels that are being constructed.

IN-WATER WORK AREA ISOLATION USING BLOCK NETS

13. Install the downstream and upstream block nets and work site isolation components within the approximate locations and with the configurations detailed on sheets 23 and 24 of the approved plans.

14. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility,

15. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets.

16. Install a downstream block net if fish may reenter the work areas from downstream.

17. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking.

18. Block nets must be checked frequently throughout the day to ensure they remain installed along the banks and stream bottom, that there are no entangled fish, and that they are clear of accumulated debris. Natural debris may be released into free-flowing water downstream of the bypass.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

19. Submit final bypass plan to the Washington Department of Fish and Wildlife prior to installation. Install the temporary bypass before starting construction work in the wetted perimeter

20. Sequence the work to minimize the duration of dewatering and design the temporary bypass to minimize the length of the dewatered stream channels.

21. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area. The hydraulic capacity of the stream bypass must be equal to or greater than the peak flow event expected when the bypass will be operated.

22. Install a cofferdam or similar device at the upstream and downstream end of each bypass to prevent backwater from entering the work area.

23. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.

24. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.

25. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following: a) Perforated plate: 0.094 inch (maximum opening diameter); b) Profile bar: 0.069 inch (maximum width opening); or c) Woven wire: 0.094 inch (maximum opening measured on the diagonal). The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.33 feet per second. Maintain fish screens to prevent injury or entrapment of fish. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.

26. Upon completion of the project, all material used in the temporary bypass must be removed from the site and the site returned to previously existing or improved conditions.

FISH LIFE REMOVAL

27. The permittee or authorized personnel must capture and safely move food fish, game fish, and other fish life from the job site. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life. Captured fish must be immediately and safely transferred to free-flowing water downstream of the project sites.

28. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

WATER CROSSING: REPLACEMENT STRUCTURE

29. Establish the water crossing structure invert elevation with survey monuments or benchmarks created prior to starting work on this project. Clearly mark and preserve the survey monuments for post-project compliance. Before backfilling, confirm the invert elevations, as stated on the plans, relative to the survey monument with at least a construction-grade leveling device (such as an optical auto-level or laser level).

30. The length of the water crossing structure on the unnamed tributary to Carpenter creek must not exceed 60 feet, have a minimum internal span of 12 feet, and a minimum internal rise of 12.2 feet.

31. The width, side slopes, and configuration of the channel-beds inside the water crossing structures must match what is shown in the approved plans.

32. Countersink the structures a minimum of thirty percent and a maximum of fifty percent structure rise, but not less than two feet. This criterion applies through the full length of the culvert.

33. Protect structural fill associated with the water crossing structure installation from erosion to the 100-year peak flow.

34. Minimize damage to the bed and banks when placing the water crossing structure.

35. Install the water crossing structures in isolation from stream flow by using a gravity bypass or by pumping the stream flow around the work area.

OUTFALL

36. Remove all structural components of the repositioned culvert crossing and outfall structure such that there is no interaction with the realigned stream channel.

37. To prevent the entry of adult or juvenile fish, construct the outfall structure according to the approved plans and specifications.

38. As shown on sheet 2 of the approved plans and detailed in the uploaded correspondence, the dissipation pad associated with the relocated stormwater outfall may consist of angular material but will not be placed below the 100 year water surface elevation of the realigned stream.

CHANNEL DAYLIGHTING AND REALIGNMENT

39. Permanent new stream channels must be similar in length, width, depth, and flood plain configuration to the reference channels. The new channel must incorporate habitat components, channel morphology, and native or other approved vegetation to provide equal or better habitat compared to that which previously existed.

40. The streambed must include a sinuous low-flow channel expected under common conditions in the reach and high-flow benches on both sides of the channel. Upon completion, the streambed must match the existing grade at the upstream and downstream tie in's.

41. Streambed material, streambed cobbles, streambed boulders, streambed fine sediment, and streambed sediment must match the specifications and gradations as detailed on sheet 8 of 26 of the approved plans.

42. Angular rock is not permitted to be placed within the channel.

43. Use native fir, cedar, or other coniferous species to construct the instream log or rootwad fish habitat structure(s). The wood structures placed in the channel must follow the specifications listed in the approved plans as shown on sheets 14 through 22. Deciduous tree species can be used at this project location for additional wood beyond what is shown in the approved plans. Wood structure placement should be directed by a stream restoration professional.

44. Place spoils from the excavation and relocation of the new channels in an upland area above the limits of anticipated floodwater.

45. Do not release overburden material into the waters of the state when resloping banks.

46. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed other than preformed pools that may entrain fish during high water. Disturbed floodplain areas must have a positive return to the stream in order to avoid stranding of fish.

47. If, following project completion and the return of flow to the constructed stream, the water goes subsurface at any point, the owner(s) will take steps to address the problem, including the addition of fines or small, rounded gravels, to the extent necessary to seal the bed and return the flow to the surface.

48. The owner must maintain the water crossing structure and the daylighted, realigned channel to ensure they provide continued, unimpeded fish passage. If either become a hindrance to fish passage, the owner must obtain an Hydraulic Project Approval and provide prompt repair.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

49. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

50. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

51. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

52. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that

will result in erosion or siltation of waters of the state.

53. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

54. Deposit waste material and trash from the project, such as construction debris, replaced structures, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

55. Existing angular rock and other non-native materials within the limits of stream grading must be removed and disposed of at an appropriate upland disposal location unless being reused for roadway work. If material is being reused, it must be placed landward of the 100-year flood elevation.

CONSTRUCTION MATERIALS

56. Store all construction and deconstruction materials in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

57. Do not stockpile any construction material waterward of the ordinary high water line.

DEMOBILIZATION AND CLEANUP

58. Diversion of flow into the new channel must be accomplished so that water is returned slowly to the in-water work area (standard rate is 2 inches per hour). Prevent the downstream release of sediment laden water. If necessary, install filtration fabric or something similar above the bypass outlet to capture sediment during re-watering of the channel.

59. Remove temporary erosion and sediment control BMP's after job site is stabilized or prior to the expiration of this permit, whichever is sooner.

60. Upon completion of the project, remove all materials, temporary access roads, and equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

LOCATION #1:	Site Name: SR 534 Tributary to Carpenter Creek Fish Passage SR 534 Mileposts 0.49 to 0.69, Cedardale, WA					
WORK START:	May 1, 2022			WORK END:	December 31, 2022	
WRIA		Waterbody:			Tributary to:	
03 - Skagit Lower - Samish		Carpenter Creek (lb)			Skagit River	
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
	17	33 N	03 E	48.34091737	-122.322040705	Skagit
Location #1 Driving Directions						
Drive North on I-5 to Conway Exit 221 Take exit and turn right (east) onto SR 534. Drive for 0.49 miles and project is located north and south of the highway.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

HYDRAULIC PROJECT APPROVAL

Issued Date: November 18, 2021
Project End Date: November 17, 2026

Permit Number: 2021-4-820+01
FPA/Public Notice Number: N/A
Application ID: 26524

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

HYDRAULIC PROJECT APPROVAL

Issued Date: November 18, 2021
Project End Date: November 17, 2026

Permit Number: 2021-4-820+01
FPA/Public Notice Number: N/A
Application ID: 26524

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

HYDRAULIC PROJECT APPROVAL

Issued Date: November 18, 2021
Project End Date: November 17, 2026

Permit Number: 2021-4-820+01
FPA/Public Notice Number: N/A
Application ID: 26524

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist	Casey.costello@dfw.wa.gov		for Director
Casey Costello	360-870-6666		WDFW

APPENDIX E

Skagit County

Floodplain Development Permit FP21-0063

Skagit County
Planning & Development Services

1800 Continental Place ◆ Mount Vernon, WA 98273
360- 416-1320 ◆ pds@co.skagit.wa.us ◆ www.skagitcounty.net/planning

Skagit County Floodplain Development Permit

Issue date: **08/01/2022**

Floodplain development permit#: **FP21-0063**

Issued for permit #: **n/a**

FIRM designation: **AO**
Source description:

Water velocity (fps), if any: **0**

Elevation certificate or exempt?: **EXMT**

Base flood elevation: **3' above mean sea level**

Minimum floor elevation: **4' above mean sea level; or, height above adjacent grade in Zones A or AO, or height to bottom of lowest horizontal member in Zone V4.**

Description: Correct Fish Barriers on SR 534 at Mile post 0.6

Parcel No: p1

Job address:
0.6 Mile Post on SR 534

Applicant: WSDOT
Kamps Jeff
1019 Andis Rd
98233

Owner: Skagit County Or State Of Washington

This document was issued electronically to the owner or agent authorized at the above location.

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: 11/30/2022

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Skagit	Asbestos Abatement Workers	Journey Level	$56.80	5D	1H		View
Skagit	Boilermakers	Journey Level	$72.54	5N	1C		View
Skagit	Brick Mason	Journey Level	$66.32	7E	1N		View
Skagit	Brick Mason	Pointer-Caulker-Cleaner	$66.32	7E	1N		View
Skagit	Building Service Employees	Janitor	$14.49		1		View
Skagit	Building Service Employees	Shampooer	$14.49		1		View
Skagit	Building Service Employees	Waxer	$14.49		1		View
Skagit	Building Service Employees	Window Cleaner	$14.49		1		View
Skagit	Cabinet Makers (In Shop)	Journey Level	$18.85		1		View
Skagit	Carpenters	Acoustical Worker	$71.53	15J	4C		View
Skagit	Carpenters	Bridge, Dock And Wharf Carpenters	$71.53	15J	4C		View
Skagit	Carpenters	Floor Layer & Floor Finisher	$71.53	15J	4C		View
Skagit	Carpenters	Journey Level	$71.53	15J	4C		View
Skagit	Carpenters	Scaffold Erector	$71.53	15J	4C		View
Skagit	Cement Masons	Application of all Composition Mastic	$70.09	15J	4U		View
Skagit	Cement Masons	Application of all Epoxy Material	$69.59	15J	4U		View
Skagit	Cement Masons	Application of all Plastic Material	$70.09	15J	4U		View
Skagit	Cement Masons	Application of Sealing Compound	$69.59	15J	4U		View
Skagit	Cement Masons	Application of Underlayment	$70.09	15J	4U		View
Skagit	Cement Masons	Building General	$69.59	15J	4U		View
Skagit	Cement Masons	Composition or Kalman Floors	$70.09	15J	4U		View
Skagit	Cement Masons	Concrete Paving	$69.59	15J	4U		View
Skagit	Cement Masons	Curb & Gutter Machine	$70.09	15J	4U		View
Skagit	Cement Masons	Curb & Gutter, Sidewalks	$69.59	15J	4U		View
Skagit	Cement Masons	Curing Concrete	$69.59	15J	4U		View
Skagit	Cement Masons	Finish Colored Concrete	$70.09	15J	4U		View

Skagit	Cement Masons	Floor Grinding	$70.09	15J	4U		View
Skagit	Cement Masons	Floor Grinding/Polisher	$69.59	15J	4U		View
Skagit	Cement Masons	Green Concrete Saw, self-powered	$70.09	15J	4U		View
Skagit	Cement Masons	Grouting of all Plates	$69.59	15J	4U		View
Skagit	Cement Masons	Grouting of all Tilt-up Panels	$69.59	15J	4U		View
Skagit	Cement Masons	Gunite Nozzleman	$70.09	15J	4U		View
Skagit	Cement Masons	Hand Powered Grinder	$70.09	15J	4U		View
Skagit	Cement Masons	Journey Level	$69.59	15J	4U		View
Skagit	Cement Masons	Patching Concrete	$69.59	15J	4U		View
Skagit	Cement Masons	Pneumatic Power Tools	$70.09	15J	4U		View
Skagit	Cement Masons	Power Chipping & Brushing	$70.09	15J	4U		View
Skagit	Cement Masons	Sand Blasting Architectural Finish	$70.09	15J	4U		View
Skagit	Cement Masons	Screed & Rodding Machine	$70.09	15J	4U		View
Skagit	Cement Masons	Spackling or Skim Coat Concrete	$69.59	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator	$70.09	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator on Colored Slabs	$70.09	15J	4U		View
Skagit	Cement Masons	Tunnel Workers	$70.09	15J	4U		View
Skagit	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	$126.05	15J	4C		View
Skagit	Divers & Tenders	Diver	$126.05	15J	4C	8V	View
Skagit	Divers & Tenders	Diver On Standby	$84.94	15J	4C		View
Skagit	Divers & Tenders	Diver Tender	$77.16	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$89.09	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	$94.09	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$107.09	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$103.09	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$105.59	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$110.59	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$112.59	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$114.59	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 -	$116.59	15J	4C		View

		74.00 PSI					
Skagit	Divers & Tenders	Manifold Operator	$77.16	15J	4C		View
Skagit	Divers & Tenders	Manifold Operator Mixed Gas	$82.16	15J	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Operator/Technician	$77.16	15J	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Tender	$71.98	15J	4C		View
Skagit	Dredge Workers	Assistant Engineer	$76.56	5D	3F		View
Skagit	Dredge Workers	Assistant Mate (Deckhand)	$75.97	5D	3F		View
Skagit	Dredge Workers	Boatmen	$76.56	5D	3F		View
Skagit	Dredge Workers	Engineer Welder	$78.03	5D	3F		View
Skagit	Dredge Workers	Leverman, Hydraulic	$79.59	5D	3F		View
Skagit	Dredge Workers	Mates	$76.56	5D	3F		View
Skagit	Dredge Workers	Oiler	$75.97	5D	3F		View
Skagit	Drywall Applicator	Journey Level	$71.53	15J	4C		View
Skagit	Drywall Tapers	Journey Level	$70.61	5P	1E		View
Skagit	Electrical Fixture Maintenance Workers	Journey Level	$21.48		1		View
Skagit	Electricians - Inside	Cable Splicer	$86.71	7H	1E		View
Skagit	Electricians - Inside	Construction Stock Person	$41.31	7H	1D		View
Skagit	Electricians - Inside	Journey Level	$81.23	7H	1E		View
Skagit	Electricians - Motor Shop	Craftsman	$15.37		1		View
Skagit	Electricians - Motor Shop	Journey Level	$14.69		1		View
Skagit	Electricians - Powerline Construction	Cable Splicer	$88.89	5A	4D		View
Skagit	Electricians - Powerline Construction	Certified Line Welder	$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Groundperson	$52.91	5A	4D		View
Skagit	Electricians - Powerline Construction	Heavy Line Equipment Operator	$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Journey Level Lineperson	$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Line Equipment Operator	$70.02	5A	4D		View
Skagit	Electricians - Powerline Construction	Meter Installer	$52.91	5A	4D	8W	View
Skagit	Electricians - Powerline Construction	Pole Sprayer	$81.65	5A	4D		View
Skagit	Electricians - Powerline Construction	Powderperson	$60.75	5A	4D		View
Skagit	Electronic Technicians	Electronic Technicians Journey Level	$51.68	5B	1B		View
Skagit	Elevator Constructors	Mechanic	$103.81	7D	4A		View
Skagit	Elevator Constructors	Mechanic In Charge	$112.09	7D	4A		View
Skagit	Fabricated Precast Concrete Products	Journey Level	$14.49		1		View
Skagit	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$14.49		1		View
Skagit	Fence Erectors	Fence Erector	$48.14	15J	4V	8Y	View

Skagit	Fence Erectors	Fence Laborer	$48.14	15J	4V	8Y	View
Skagit	Flaggers	Journey Level	$48.14	15J	4V	8Y	View
Skagit	Glaziers	Journey Level	$75.91	7L	1Y		View
Skagit	Heat & Frost Insulators And Asbestos Workers	Journey Level	$84.58	15H	11C		View
Skagit	Heating Equipment Mechanics	Mechanic	$88.45	7F	1E		View
Skagit	Hod Carriers & Mason Tenders	Journey Level	$59.85	15J	4V	8Y	View
Skagit	Industrial Power Vacuum Cleaner	Journey Level	$14.49		1		View
Skagit	Inland Boatmen	Boat Operator	$61.41	5B	1K		View
Skagit	Inland Boatmen	Cook	$56.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand	$57.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand Engineer	$58.81	5B	1K		View
Skagit	Inland Boatmen	Launch Operator	$58.89	5B	1K		View
Skagit	Inland Boatmen	Mate	$57.31	5B	1K		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$14.49		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$14.49		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$14.49		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$14.49		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$14.49		1		View
Skagit	Insulation Applicators	Journey Level	$71.53	15J	4C		View
Skagit	Ironworkers	Journeyman	$82.03	7N	1O		View
Skagit	Laborers	Air, Gas Or Electric Vibrating Screed	$56.80	15J	4V	8Y	View
Skagit	Laborers	Airtrac Drill Operator	$58.56	15J	4V	8Y	View
Skagit	Laborers	Ballast Regular Machine	$56.80	15J	4V	8Y	View
Skagit	Laborers	Batch Weighman	$48.14	15J	4V	8Y	View
Skagit	Laborers	Brick Pavers	$56.80	15J	4V	8Y	View
Skagit	Laborers	Brush Cutter	$56.80	15J	4V	8Y	View
Skagit	Laborers	Brush Hog Feeder	$56.80	15J	4V	8Y	View
Skagit	Laborers	Burner	$56.80	15J	4V	8Y	View
Skagit	Laborers	Caisson Worker	$58.56	15J	4V	8Y	View
Skagit	Laborers	Carpenter Tender	$56.80	15J	4V	8Y	View
Skagit	Laborers	Cement Dumper-paving	$57.84	15J	4V	8Y	View
Skagit	Laborers	Cement Finisher Tender	$56.80	15J	4V	8Y	View
Skagit	Laborers	Change House Or Dry Shack	$56.80	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (30 Lbs. And Over)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (Under 30 Lbs.)	$56.80	15J	4V	8Y	View
Skagit	Laborers	Choker Setter	$56.80	15J	4V	8Y	View

Skagit	Laborers	Chuck Tender	$56.80	15J	4V	8Y	View
Skagit	Laborers	Clary Power Spreader	$57.84	15J	4V	8Y	View
Skagit	Laborers	Clean-up Laborer	$56.80	15J	4V	8Y	View
Skagit	Laborers	Concrete Dumper/Chute Operator	$57.84	15J	4V	8Y	View
Skagit	Laborers	Concrete Form Stripper	$56.80	15J	4V	8Y	View
Skagit	Laborers	Concrete Placement Crew	$57.84	15J	4V	8Y	View
Skagit	Laborers	Concrete Saw Operator/Core Driller	$57.84	15J	4V	8Y	View
Skagit	Laborers	Crusher Feeder	$48.14	15J	4V	8Y	View
Skagit	Laborers	Curing Laborer	$56.80	15J	4V	8Y	View
Skagit	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$56.80	15J	4V	8Y	View
Skagit	Laborers	Ditch Digger	$56.80	15J	4V	8Y	View
Skagit	Laborers	Diver	$58.56	15J	4V	8Y	View
Skagit	Laborers	Drill Operator (Hydraulic, Diamond)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Dry Stack Walls	$56.80	15J	4V	8Y	View
Skagit	Laborers	Dump Person	$56.80	15J	4V	8Y	View
Skagit	Laborers	Epoxy Technician	$56.80	15J	4V	8Y	View
Skagit	Laborers	Erosion Control Worker	$56.80	15J	4V	8Y	View
Skagit	Laborers	Faller & Bucker Chain Saw	$57.84	15J	4V	8Y	View
Skagit	Laborers	Fine Graders	$56.80	15J	4V	8Y	View
Skagit	Laborers	Firewatch	$48.14	15J	4V	8Y	View
Skagit	Laborers	Form Setter	$57.84	15J	4V	8Y	View
Skagit	Laborers	Gabian Basket Builders	$56.80	15J	4V	8Y	View
Skagit	Laborers	General Laborer	$56.80	15J	4V	8Y	View
Skagit	Laborers	Grade Checker & Transit Person	$59.85	15J	4V	8Y	View
Skagit	Laborers	Grinders	$56.80	15J	4V	8Y	View
Skagit	Laborers	Grout Machine Tender	$56.80	15J	4V	8Y	View
Skagit	Laborers	Groutmen (Pressure) Including Post Tension Beams	$57.84	15J	4V	8Y	View
Skagit	Laborers	Guardrail Erector	$56.80	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level A)	$58.56	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level B)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level C)	$56.80	15J	4V	8Y	View
Skagit	Laborers	High Scaler	$58.56	15J	4V	8Y	View
Skagit	Laborers	Jackhammer	$57.84	15J	4V	8Y	View
Skagit	Laborers	Laserbeam Operator	$57.84	15J	4V	8Y	View
Skagit	Laborers	Maintenance Person	$56.80	15J	4V	8Y	View
Skagit	Laborers	Manhole Builder-Mudman	$57.84	15J	4V	8Y	View
Skagit	Laborers	Material Yard Person	$56.80	15J	4V	8Y	View
Skagit	Laborers	Mold Abatement Worker	$56.80	15J	4V	8Y	View
Skagit	Laborers	Motorman-Dinky Locomotive	$59.95	15J	4V	8Y	View
Skagit	Laborers	nozzleman (concrete pump, green cutter when using	$59.85	15J	4V	8Y	View

		combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)					
Skagit	Laborers	Pavement Breaker	$57.84	15J	4V	8Y	View
Skagit	Laborers	Pilot Car	$48.14	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer (Lead)	$59.85	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer/Tailor	$57.84	15J	4V	8Y	View
Skagit	Laborers	Pipe Pot Tender	$57.84	15J	4V	8Y	View
Skagit	Laborers	Pipe Reliner	$57.84	15J	4V	8Y	View
Skagit	Laborers	Pipe Wrapper	$57.84	15J	4V	8Y	View
Skagit	Laborers	Pot Tender	$56.80	15J	4V	8Y	View
Skagit	Laborers	Powderman	$58.56	15J	4V	8Y	View
Skagit	Laborers	Powderman's Helper	$56.80	15J	4V	8Y	View
Skagit	Laborers	Power Jacks	$57.84	15J	4V	8Y	View
Skagit	Laborers	Railroad Spike Puller - Power	$57.84	15J	4V	8Y	View
Skagit	Laborers	Raker - Asphalt	$59.85	15J	4V	8Y	View
Skagit	Laborers	Re-timberman	$58.56	15J	4V	8Y	View
Skagit	Laborers	Remote Equipment Operator	$57.84	15J	4V	8Y	View
Skagit	Laborers	Rigger/Signal Person	$57.84	15J	4V	8Y	View
Skagit	Laborers	Rip Rap Person	$56.80	15J	4V	8Y	View
Skagit	Laborers	Rivet Buster	$57.84	15J	4V	8Y	View
Skagit	Laborers	Rodder	$57.84	15J	4V	8Y	View
Skagit	Laborers	Scaffold Erector	$56.80	15J	4V	8Y	View
Skagit	Laborers	Scale Person	$56.80	15J	4V	8Y	View
Skagit	Laborers	Sloper (Over 20")	$57.84	15J	4V	8Y	View
Skagit	Laborers	Sloper Sprayer	$56.80	15J	4V	8Y	View
Skagit	Laborers	Spreader (Concrete)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Stake Hopper	$56.80	15J	4V	8Y	View
Skagit	Laborers	Stock Piler	$56.80	15J	4V	8Y	View
Skagit	Laborers	Swinging Stage/Boatswain Chair	$48.14	15J	4V	8Y	View
Skagit	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$57.84	15J	4V	8Y	View
Skagit	Laborers	Tamper (Multiple & Self-propelled)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Toolroom Person (at Jobsite)	$56.80	15J	4V	8Y	View
Skagit	Laborers	Topper	$56.80	15J	4V	8Y	View
Skagit	Laborers	Track Laborer	$56.80	15J	4V	8Y	View
Skagit	Laborers	Track Liner (Power)	$57.84	15J	4V	8Y	View
Skagit	Laborers	Traffic Control Laborer	$51.48	15J	4V	9C	View
Skagit	Laborers	Traffic Control Supervisor	$54.55	15J	4V	9C	View
Skagit	Laborers	Truck Spotter	$56.80	15J	4V	8Y	View
Skagit	Laborers	Tugger Operator	$57.84	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$158.87	15J	4V	9B	View

Skagit	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$163.90	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$167.58	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$173.28	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$175.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$180.50	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$182.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$184.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$186.40	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Guage and Lock Tender	$59.95	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	$59.95	15J	4V	8Y	View
Skagit	Laborers	Vibrator	$57.84	15J	4V	8Y	View
Skagit	Laborers	Vinyl Seamer	$56.80	15J	4V	8Y	View
Skagit	Laborers	Watchman	$43.76	15J	4V	8Y	View
Skagit	Laborers	Welder	$57.84	15J	4V	8Y	View
Skagit	Laborers	Well Point Laborer	$57.84	15J	4V	8Y	View
Skagit	Laborers	Window Washer/Cleaner	$43.76	15J	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	General Laborer & Topman	$56.80	15J	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	Pipe Layer	$57.84	15J	4V	8Y	View
Skagit	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$43.76	15J	4V	8Y	View
Skagit	Landscape Construction	Landscape Operator	$78.80	15J	11G	8X	View
Skagit	Landscape Maintenance	Groundskeeper	$14.49		1		View
Skagit	Lathers	Journey Level	$71.53	15J	4C		View
Skagit	Marble Setters	Journey Level	$66.32	7E	1N		View
Skagit	Metal Fabrication (In Shop)	Fitter	$15.16		1		View
Skagit	Metal Fabrication (In Shop)	Laborer	$14.49		1		View
Skagit	Metal Fabrication (In Shop)	Machine Operator	$14.49		1		View
Skagit	Metal Fabrication (In Shop)	Painter	$14.49		1		View
Skagit	Metal Fabrication (In Shop)	Welder	$15.16		1		View
Skagit	Millwright	Journey Level	$73.08	15J	4C		View
Skagit	Modular Buildings	Journey Level	$14.49		1		View
Skagit	Painters	Journey Level	$49.46	6Z	11J		View
Skagit	Pile Driver	Crew Tender	$77.16	15J	4C		View
Skagit	Pile Driver	Journey Level	$71.98	15J	4C		View
Skagit	Plasterers	Journey Level	$67.49	7Q	1R		View
Skagit	Plasterers	Nozzleman	$71.49	7Q	1R		View
Skagit	Playground & Park Equipment Installers	Journey Level	$14.49		1		View

Skagit	Plumbers & Pipefitters	Journey Level	$83.47	5A	1G		View
Skagit	Power Equipment Operators	Asphalt Plant Operators	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Assistant Engineer	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Barrier Machine (zipper)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Batch Plant Operator: concrete	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Boat Operator	$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators	Bobcat	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Brokk - Remote Demolition Equipment	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Brooms	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Bump Cutter	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Cableways	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Chipper	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Compressor	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Finish Machine - Laser Screed	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Conveyors	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Cranes Friction: 200 tons and over	$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes, A-frame: 10 tons and under	$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments	$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 300 tons and over or 300’ of boom including jib with attachments	$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150’ of boom(including jib with attachments)	$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: Friction cranes through 199 tons	$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Crusher	$79.41	15J	11G	8X	View

Skagit	Power Equipment Operators	Deck Engineer/Deck Winches (power)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Derricks, On Building Work	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Dozers D-9 & Under	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Drilling Machine	$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Gradechecker/Stakeman	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Guardrail Punch	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Locator	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Operator	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators	Leverman	$81.75	15J	11G	8X	View
Skagit	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Overhead Under 6 Yards	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Plant Feed	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders: Elevating Type Belt	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Locomotives, All	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Material Transfer Device	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators	Motor Patrol Graders	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Outside Hoists (Elevators and	$78.80	15J	11G	8X	View

		Manlifts), Air Tuggers, Strato					
Skagit	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 100 tons and over	$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators	Pavement Breaker	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Pile Driver (other Than Crane Mount)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Posthole Digger, Mechanical	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Power Plant	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Pumps - Water	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Rigger and Bellman	$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Rollagon	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Roller, Other Than Plant Mix	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Roto-mill, Roto-grinder	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Saws - Concrete	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Scrapers - Concrete & Carry All	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Service Engineers: Equipment	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Shotcrete/Gunite Equipment	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$81.75	15J	11G	8X	View
Skagit	Power Equipment Operators	Slipform Pavers	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Spreader, Topsider &	$80.12	15J	11G	8X	View

		Screedman					
Skagit	Power Equipment Operators	Subgrader Trimmer	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Tower Bucket Elevators	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators	Tower crane: up to 175' in height base to boom	$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators	Tower Cranes: over 250’ in height from base to boom	$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators	Transporters, All Track Or Truck Type	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Trenching Machines	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck Mount Portable Conveyor	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators	Welder	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators	Wheel Tractors, Farmall Type	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators	Yo Yo Pay Dozer	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Boat Operator	$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bobcat	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brooms	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cableways	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Chipper	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Compressor	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-	Concrete Pump: Truck Mount	$80.12	15J	11G	8X	View

	Underground Sewer & Water	With Boom Attachment Over 42 M					
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Conveyors	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments	$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300’ of boom including jib with attachments	$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150’ of boom(including jib with attachments)	$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Crusher	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$75.35	15J	11G	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Leverman	$81.75	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$80.33	7A	11H	8X	View
Skagit	Power Equipment Operators-	Pavement Breaker	$75.35	15J	11G	8X	View

	Underground Sewer & Water						
Skagit	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Power Plant	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	$75.55	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rollagon	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$80.92	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$81.75	15J	11G	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$81.97	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$81.12	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250’ in height from base to boom	$82.76	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	$78.80	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$79.62	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$79.00	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$79.41	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Welder	$80.12	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	$75.35	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	$79.41	15J	11G	8X	View
Skagit	Power Line Clearance Tree Trimmers	Journey Level In Charge	$57.22	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Spray Person	$54.32	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$57.22	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer	$51.18	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$38.99	5A	4A		View
Skagit	Refrigeration & Air Conditioning Mechanics	Journey Level	$83.96	5A	1G		View
Skagit	Residential Brick Mason	Journey Level	$32.30		1		View
Skagit	Residential Carpenters	Journey Level	$32.48		1		View
Skagit	Residential Cement Masons	Journey Level	$20.67		1		View
Skagit	Residential Drywall Applicators	Journey Level	$49.92	15J	4C		View
Skagit	Residential Drywall Tapers	Journey Level	$34.10		1		View
Skagit	Residential Electricians	Journey Level	$44.85	7F	1D		View

Skagit	Residential Glaziers	Journey Level	$49.80	7L	1H		View
Skagit	Residential Insulation Applicators	Journey Level	$23.91		1		View
Skagit	Residential Laborers	Journey Level	$23.64		1		View
Skagit	Residential Marble Setters	Journey Level	$32.30		1		View
Skagit	Residential Painters	Journey Level	$24.50		1		View
Skagit	Residential Plumbers & Pipefitters	Journey Level	$83.47	5A	1G		View
Skagit	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$48.70	5A	1G		View
Skagit	Residential Sheet Metal Workers	Journey Level	$24.60		1		View
Skagit	Residential Soft Floor Layers	Journey Level	$30.31		1		View
Skagit	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$32.87		1		View
Skagit	Residential Stone Masons	Journey Level	$32.30		1		View
Skagit	Residential Terrazzo Workers	Journey Level	$32.30		1		View
Skagit	Residential Terrazzo/Tile Finishers	Journey Level	$35.85		1		View
Skagit	Residential Tile Setters	Journey Level	$32.30		1		View
Skagit	Roofers	Journey Level	$59.05	5A	3H		View
Skagit	Roofers	Using Irritable Bituminous Materials	$62.05	5A	3H		View
Skagit	Sheet Metal Workers	Journey Level (Field or Shop)	$88.45	7F	1E		View
Skagit	Shipbuilding & Ship Repair	New Construction Boilermaker	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Carpenter	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Crane Operator	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Electrician	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$84.58	15H	11C		View
Skagit	Shipbuilding & Ship Repair	New Construction Laborer	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Machinist	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Operating Engineer	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Painter	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Pipefitter	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Rigger	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Sheet Metal	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Shipfitter	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Welder / Burner	$39.58	7V	1		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Boilermaker	$50.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Carpenter	$50.95	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Crane Operator	$45.06	7Y	4K		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Electrician	$50.42	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$84.58	15H	11C		View

Skagit	Shipbuilding & Ship Repair	Ship Repair Laborer	$50.95	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Machinist	$50.95	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	7Y	4K		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Painter	$50.95	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Pipefitter	$50.95	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Rigger	$50.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$50.35	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Shipwright	$50.95	7X	4J		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	$45.06	7Y	4K		View
Skagit	Sign Makers & Installers (Electrical)	Journey Level	$16.03		1		View
Skagit	Sign Makers & Installers (Non-Electrical)	Journey Level	$14.49		1		View
Skagit	Soft Floor Layers	Journey Level	$55.56	5A	3J		View
Skagit	Solar Controls For Windows	Journey Level	$14.49		1		View
Skagit	Sprinkler Fitters (Fire Protection)	Journey Level	$90.99	5C	1X		View
Skagit	Stage Rigging Mechanics (Non Structural)	Journey Level	$14.49		1		View
Skagit	Stone Masons	Journey Level	$66.32	7E	1N		View
Skagit	Street And Parking Lot Sweeper Workers	Journey Level	$15.00		1		View
Skagit	Surveyors	Assistant Construction Site Surveyor	$79.62	7A	11H	8X	View
Skagit	Surveyors	Chainman	$75.55	7A	11H	8X	View
Skagit	Surveyors	Construction Site Surveyor	$80.33	7A	11H	8X	View
Skagit	Surveyors	Drone Operator (when used in conjunction with survey work only)	$75.55	7A	11H	8X	View
Skagit	Surveyors	Ground Penetrating Radar Operator	$75.55	7A	11H	8X	View
Skagit	Telecommunication Technicians	Telecom Technician Journey Level	$51.68	5B	1B		View
Skagit	Telephone Line Construction - Outside	Cable Splicer	$39.15	5A	2B		View
Skagit	Telephone Line Construction - Outside	Hole Digger/Ground Person	$26.29	5A	2B		View
Skagit	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$32.72	5A	2B		View
Skagit	Telephone Line Construction - Outside	Telephone Lineperson	$37.00	5A	2B		View
Skagit	Terrazzo Workers	Journey Level	$60.36	7E	1N		View
Skagit	Tile Setters	Journey Level	$60.36	7E	1N		View
Skagit	Tile, Marble & Terrazzo Finishers	Finisher	$51.19	7E	1N		View
Skagit	Traffic Control Stripers	Journey Level	$51.90	7A	1K		View
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards	$71.70	15J	11M	8L	View
Skagit	Truck Drivers	Asphalt Mix To 16 Yards	$70.86	15J	11M	8L	View
Skagit	Truck Drivers	Dump Truck	$70.86	15J	11M	8L	View

Skagit	Truck Drivers	Dump Truck & Trailer	$71.70	15J	11M	8L	View
Skagit	Truck Drivers	Other Trucks	$71.70	15J	11M	8L	View
Skagit	Truck Drivers - Ready Mix	Transit Mix	$71.70	15J	11M	8L	View
Skagit	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$14.49		1		View
Skagit	Well Drillers & Irrigation Pump Installers	Oiler	$14.49		1		View
Skagit	Well Drillers & Irrigation Pump Installers	Well Driller	$14.49		1		View

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

	ITEM DESCRIPTION	YES	NO
1.	Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2.	Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3.	Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6.	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7.	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

	ITEM DESCRIPTION	YES	NO
8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13.	Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14.	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15.	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16.	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

	ITEM DESCRIPTION	YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A .	X	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33.	Monument Case and Cover See Std. Plan.		X

	ITEM DESCRIPTION	YES	NO
34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36.	Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia Provisions for pre-approved drawings.	X	
40.	Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
42.	Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. **NOTE:** *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44.	Guardrail components	X	X
		Custom End Sec	Standard Sec
45.	Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46.	Asphalt	Covered by WAC 296-127-018	
47.	Fiber fabrics		X
48.	Electrical wiring/components		X
49.	treated or untreated timber pile		X
50.	Girder pads (elastomeric bearing)	X	
51.	Standard Dimension lumber		X
52.	Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010
(The definition of "locality" in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.
The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.
When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

   O. All hours worked on Sundays and holidays shall be paid at one and one-half 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.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

   J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

   After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

W. 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.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

   The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

   When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

   When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

   Y. 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. 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.

   Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift.

   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.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

   C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar ($2.00) per hour for all hours worked that shift.

J. All hours worked on holidays shall be paid at double the hourly rate of wage.

K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.

L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).

H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

Holiday Codes Continued

6. L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, 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.

Holiday Codes Continued

7. L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year’s Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year’s Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

15. G. New Year's Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year’s Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

15. I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

Note Codes Continued

8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Z. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid $0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – $0.50 per hour over their classification rate.
(B) – 200’ to 299’ – $0.80 per hour over their classification rate.
(C) – 300’ and over – $1.00 per hour over their classification rate.

B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

Proposal
For
Bidding Purposes

For Construction of:

SR 534, MP 0.49 to MP 0.69

UNNAMED TRIBUTARY TO CARPENTER CREEK FISH PASSAGE

A State Project

Skagit County

Sealed bids will be received by the Department of Transportation at the Transportation Building (Room 2D20), 310 Maple Park Avenue SE, Olympia, Washington 98504-7360, until 11:00:59 AM, or via AASHTOWare Project Bids™ software and BidExpress® until 11:00:59 AM Pacific Time, on the date scheduled for opening bids.

Washington State Department of Transportation

IS YOUR SUBCONTRACTOR LIST INCLUDED???

IF NOT

YOUR BID WILL BE CONSIDERED IRREGULAR

AND WILL BE REJECTED!!!

SUBMIT THE ENCLOSED PROPOSAL BOND FORM WITH YOUR PROPOSAL.

USE OF OTHER FORMS MAY SUBJECT YOUR BID TO REJECTION.

NOTE: Use of other forms may limit the bond below an amount equal to five percent of the bid total.

Washington State Department of Transportation

Proposal Bond

of as principal, and the

a corporation duly organized under the laws of the state of , and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish a contract bond as required by the Department of Transportation and RCW 39.08 et seq. then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

_____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

TO THE SECRETARY OF
TRANSPORTATION
OLYMPIA, WASHINGTON

DATE: 10/21/2022
TIME: 07:34
DOT_RGG600

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION (STANDARD ITEM NUMBER)	PRICE PER UNIT DOLLARS	TOTAL AMOUNT DOLLARS
		PREPARATION		
1	LUMP SUM	MOBILIZATION (0001)	LUMP SUM	
2	0.63 ACRE	CLEARING AND GRUBBING (0025)	AT PER. ACRE	
3	LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (0050)	LUMP SUM	
4	25. LIN. FT.	REMOVING GUARDRAIL (0170)	AT PER. LIN. FT.	
5	1. EACH	REMOVING GUARDRAIL ANCHOR (0182)	AT PER. EACH	
		GRADING		
6	LUMP SUM	EARTHWORK ( )	LUMP SUM	
		DRAINAGE		
7	100. TON	STREAMBED SAND ( )	AT PER. TON	
8	1,340. TON	STREAMBED SEDIMENT (1093)	AT PER. TON	
9	770. TON	STREAMBED COBBLES 12 IN. (0904)	AT PER. TON	
10	50. TON	STREAMBED BOULDER TYPE ONE (0906)	AT PER. TON	
11	10. TON	AQUITARD ( )	AT PER. TON	
12	LUMP SUM	STREAMBED TEST SECTION ( )	LUMP SUM	

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION (STANDARD ITEM NUMBER)	PRICE PER UNIT DOLLARS	TOTAL AMOUNT DOLLARS
		DRAINAGE		
13	6. TON	QUARRY SPALLS (1086)	AT PER. TON	
14	1. EACH	FLARED END SECTION 30 IN. DIAM. (1105)	AT PER. EACH	
15	LUMP SUM	TEMPORARY STREAM DIVERSION (3075)	LUMP SUM	
16	ESTIMATED	FISH EXCLUSION (3076)	ESTIMATED	5,000.00
17	4. EACH	WOODY MATERIAL - LOG WITHOUT ROOTWAD DBH 1.5 FT. ( )	AT PER. EACH	
18	19. EACH	WOODY MATERIAL - LOG WITH ROOTWAD DBH 2.0 FT. ( )	AT PER. EACH	
19	40. EACH	WOODY MATERIAL - LOG WITH ROOTWAD DBH 1.5 FT. ( )	AT PER. EACH	
20	10. CU. YD.	SLASH ( )	AT PER. CU. YD.	
21	ESTIMATED	FORCE ACCOUNT - ADDITIONAL STREAMBED GRADING ( )	ESTIMATED	5,000.00
		STRUCTURE		
22	LUMP SUM	SHORING OR EXTRA EXCAVATION CL. A FOR CDBS NO. 1 (4013)	LUMP SUM	
23	CALCULATED	DEFICIENT STRENGTH CONC. PRICE ADJUSTMENT (4219)	CALCULATED	-1.00
24	LUMP SUM	CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1 (4335)	LUMP SUM	
25	55. SQ. YD.	WATERPROOF MEMBRANE BR. NO. CDBS NO.1 (4455)	AT PER. SQ. YD.	

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION (STANDARD ITEM NUMBER)	PRICE PER UNIT DOLLARS	TOTAL AMOUNT DOLLARS
		SURFACING		
26	107. TON	CRUSHED SURFACING BASE COURSE (5100)	AT PER. TON	
		HOT MIX ASPHALT		
27	140. SQ. YD.	PLANING BITUMINOUS PAVEMENT (5711)	AT PER. SQ. YD.	
28	194. TON	HMA CL. 1/2 IN. PG 58H-22 (5767)	AT PER. TON	
29	CALCULATED	JOB MIX COMPLIANCE PRICE ADJUSTMENT (5830)	CALCULATED	1,746.00
30	CALCULATED	COMPACTION PRICE ADJUSTMENT (5835)	CALCULATED	2,910.00
31	CALCULATED	ASPHALT COST PRICE ADJUSTMENT (5837)	CALCULATED	965.00
		EROSION CONTROL AND ROADSIDE PLANTING		
32	3,025. LIN. FT.	COMPOST SOCK FOR SOIL STABILIZATION ( )	AT PER. LIN. FT.	
33	63. LIN. FT.	PLANTED COMPOST SOCK ( )	AT PER. LIN. FT.	
34	LUMP SUM	EROSION CONTROL AND WATER POLLUTION PREVENTION (6488)	LUMP SUM	
35	1,462. SQ. YD.	SEEDING, FERTILIZING AND MULCHING (6431)	AT PER. SQ. YD.	
36	35. EACH	PLANT SELECTION SMALL FRUITED BULRUSH (3-4 IN. PLUG) (6550)	AT PER. EACH	
37	35. EACH	PLANT SELECTION SLOUGH SEDGE (3-4 IN. PLUG) (6550)	AT PER. EACH	
38	35. EACH	PLANT SELECTION SALMONBERRY (NO. 1 CONT.) (6550)	AT PER. EACH	

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION (STANDARD ITEM NUMBER)	PRICE PER UNIT DOLLARS	TOTAL AMOUNT DOLLARS
		EROSION CONTROL AND ROADSIDE PLANTING		
39	35. EACH	PLANT SELECTION PACIFIC NINEBARK (NO. 1 CONT.) (6550)	AT PER. EACH	
40	35. EACH	PLANT SELECTION DOUGLAS SPIREA (NO. 1 CONT.) (6550)	AT PER. EACH	
41	868. LIN. FT.	BRUSH LAYER (6558)	AT PER. LIN. FT.	
42	632. LIN. FT.	FASCINES (6553)	AT PER. LIN. FT.	
43	1,462. SQ. YD.	FINE COMPOST (6483)	AT PER. SQ. YD.	
44	274. SQ. YD.	SOIL AMENDMENT (6530)	AT PER. SQ. YD.	
45	268. SQ. YD.	BARK OR WOOD CHIP MULCH (6580)	AT PER. SQ. YD.	
46	6. EACH	BARK OR WOOD CHIP MULCH RINGS (6578)	AT PER. EACH	
47	140. LIN. FT.	HIGH VISIBILITY FENCE (6630)	AT PER. LIN. FT.	
48	910. LIN. FT.	HIGH VISIBILITY SILT FENCE (6635)	AT PER. LIN. FT.	
49	LUMP SUM	ENVIRONMENTAL COMPLIANCE LEAD (6404)	LUMP SUM	
50	268. SQ. YD.	SOIL DECOMPACTION ( )	AT PER. SQ. YD.	
51	158. LIN. FT.	TRENCH PLANTINGS ( )	AT PER. LIN. FT.	
52	ESTIMATED	FORCE ACCOUNT SELECTIVE CLEARING AND PRUNING ( )	ESTIMATED	10,000.00

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION (STANDARD ITEM NUMBER)	PRICE PER UNIT DOLLARS	TOTAL AMOUNT DOLLARS
		TRAFFIC		
53	25. LIN. FT.	BEAM GUARDRAIL TYPE 31 - 9 FT. LONG POST (6712)	AT PER. LIN. FT.	
54	75. LIN. FT.	BEAM GUARDRAIL TYPE 31 (6757)	AT PER. LIN. FT.	
55	4. EACH	BEAM GUARDRAIL TRANSITION SECTION TYPE 24 (6760)	AT PER. EACH	
56	3. EACH	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL (6719)	AT PER. EACH	
57	430. LIN. FT.	PAINT LINE (6806)	AT PER. LIN. FT.	
58	2. EACH	PLASTIC DRAINAGE MARKING (6881)	AT PER. EACH	
59	0.03 HUNDRED	RAISED PAVEMENT MARKER TYPE 2 (6884)	AT PER. HUNDRED	
60	150. LIN. FT.	TEMPORARY PAVEMENT MARKING-SHORT DURATION (6895)	AT PER. LIN. FT.	
61	LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL (6971)	LUMP SUM	
62	72. SQ. FT.	CONSTRUCTION SIGNS CLASS A (6982)	AT PER. SQ. FT.	
		OTHER ITEMS		
63	LUMP SUM	TYPE B PROGRESS SCHEDULE (7003)	LUMP SUM	
64	1. EACH	PLUGGING EXISTING PIPE (7029)	AT PER. EACH	
65	LUMP SUM	STRUCTURE SURVEYING (7037)	LUMP SUM	
66	LUMP SUM	ROADWAY SURVEYING (7038)	LUMP SUM	

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION (STANDARD ITEM NUMBER)	PRICE PER UNIT DOLLARS	TOTAL AMOUNT DOLLARS
	OTHER ITEMS			
67	ESTIMATED	ROADSIDE CLEANUP (7480)	ESTIMATED	1,000.00
68	ESTIMATED	REIMBURSEMENT FOR THIRD PARTY DAMAGE (7725)	ESTIMATED	5.00
69	CALCULATED	MINOR CHANGE (7728)	CALCULATED	-1.00
70	CALCULATED	AGGREGATE COMPLIANCE PRICE ADJUSTMENT (7732)	CALCULATED	-1.00
71	LUMP SUM	SPCC PLAN (7736)	LUMP SUM	
72	150. SQ. YD.	GEOMEMBRANE LINER ( )	AT PER. SQ. YD.	
73	LUMP SUM	DEWATERING PLAN ( )	LUMP SUM	
74	LUMP SUM	TEMPORARY DEWATERING SYSTEM ( )	LUMP SUM	
			CONTRACT TOTAL:	$

Washington State Department of Transportation

Small and Veteran-Owned Business Plan

To be eligible for Award of this Contract, the Bidder shall fill out and submit, a Small and Veteran-Owned Business Plan (SVB Plan) no later than the time specified for the Delivery of Proposals in accordance with 1-02.9. The SVB Plan shall indicate Small Business Enterprise (SBE) and Veteran-Owned-Business (VOB) Participation. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain this SVB Plan which documents the SVBE firms to be used to meet the SVBE participation requirements. **Read the instructions fully prior to filling out this form.**

Box 1: _____ certifies that the SVB firm(s) listed below have been contacted regarding participation on this project. If the Bidder listed here is successful in being awarded the Contract, the Bidder shall assure that subcontracts are executed with those firms listed below for the dollar amounts and scope shown.

Project Name: _____

Column 1A **Name of Small Business Enterprise**	Column 2A **Project Role**	Column 3A **Bid Items**	Column 4A **Type of Work to be Performed**	Column 5A **Dollar Amount to be Applied to Small Business Enterprise COA Goal**

Column 1B **Name of Veteran-Owned Business**	Column 2B **Project Role**	Column 3B **Bid Items**	Column 4B **Type of Work to be Performed**	Column 5B **Dollar Amount to be Applied to Veteran Owned Business COA Goal**

Box 3: Small Business Enterprise Condition of Award Goal Amount

Box 4: Total Small Business Enterprise Commitment Dollar Amount

Box 5: Veteran-Owned Business Condition of Award Goal Amount

Box 6: Total Veteran-Owned Business Commitment Dollar Amount

Box 7: ☐ By checking Box 7, the Bidder is stating that they were unsuccessful in attaining enough Small or Veteran-Owned Business participation to meet the Condition of Award goal. If this box is checked the Bidder will be required to submit good faith effort documentation and a SVB participation plan as outlined in Section 1-07 of the Contract.

Small and Veteran Business Plan Instructions

Box 1: Name of Bidder

Box 2: Project Name

Column 1: Name of the SBE or VOB. SBE or VOB firms can be located by searching the directories at: https://pr-webs-vendor.des.wa.gov/.

Repeat the name of the SVBE for each Project Role that will be performed.

***NOTE* THE WORK COMMITTED TO A SMALL OR VETERAN-OWNED BUSINESS IS ONLY APPLICABLE TOWARD ONE SVB GOAL. THE SAME COMMITMENT MAY NOT BE APPLIED TOWARD BOTH GOALS.**

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

- Prime Contractor
- Subcontractor
- Manufacturer / Supplier
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single SVBE individually on a separate row.

Column 3: This is the Bid Item Number(s). Multiple Bid Items may be listed on a single line.

Column 4: Provide a description of work to be performed by the SVBE.

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".

Column 5: List the total dollar value of work to be performed by the SVBE firm toward the relevant goal.

Note 1: Work sublet to a Manufacturer / Supplier can count 100% toward the goal for all work for which the firm is certified.

Note 2: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal not to exceed 5% of the cost of goods or services provided by the SVB Broker.

Note 3: For force account items, up to 50% of the Bid item amount may be committed toward the goal.

Box 3: Box 3 is the Small Business Enterprise COA Goal Amount which is the minimum **required Small Business participation** based on the goal stated in the specifications multiplied by the Bidder's Proposal price. The goal stated in the Contract is listed as a percentage. The COA goal amount is the SBE COA Goal percentage times the sum total of all bid items as submitted in the Bidder's Proposal. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5A entered in conjunction with those firms listed as Small Businesses. **This value must equal or exceed the SBE COA Goal amount written in Box 3 or you must select Box 7 to indicate a good faith effort submission;**

Box 5: Box 5 is the Veteran-Owned Business COA Goal Amount which is the minimum **required Veteran-Owned Business participation** based on the goal stated in the specifications multiplied by the Bidders Proposal price. The goal stated in the Contract will be listed as a percentage. The COA Goal amount is the VOB COA Goal percentage times the sum total of all bid items as submitted in the Bidder's Proposal. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 6: Box 6 is the sum of the values in column 5B entered in conjunction with those firms listed as Veteran-Owned Businesses. **This value must equal or exceed the Veteran-Owned Business COA Goal amount written in Box 5 or you must select Box 7 to indicate a good faith effort submission;**

Box 7: Check Box 7 if insufficient Small or Veteran-Owned Business Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

Additional Small Business pages (use as needed)

Column 1A **Name of Small Business Enterprise**	Column 2A **Project Role**	Column 3A **Bid Items**	Column 4A **Type of Work to be Performed**	Column 5A **Dollar Amount to be Applied to Small Business Enterprise COA Goal**

Additional Veteran-Owned Business pages (use as needed)

Column 1B **Name of Veteran-Owned Business**	Column 2B **Project Role**	Column 3B **Bid Items**	Column 4B **Type of Work to be Performed**	Column 5B **Dollar Amount to be Applied to Veteran Owned Business COA Goal**

Washington State Department of Transportation

SVBE Subcontractor Written Confirmation Form

Contract Number	Contract Name	Bidder's Business Name	SVBE Company Name

This section to be completed by SVBE firm.

The above listed Bidder has contacted my business about performing work on the above listed contract. The type of work to be performed by my firm is

_____

for a total contract value of _____ If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in this form.

I certify that the above statement is true and correct.

SVBE Company Name: _____

SVBE Company Representative Name: _____

SVBE Company Representative Signature: _____ Date: _____

Washington State Department of Transportation

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

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

Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts

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

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

BIDDER NAME: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____ _____
Signature of authorized person | Print name of person making certifications for firm

Title: _____ Place: _____
Title of person signing certificate | Print city and state where signed

Date: _____

Washington State Department of Transportation

Proposal - Signature Page

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 State Treasurer
Proposal Bond	☐	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____ , _____ & _____

Signature of Authorized Official(s)

→ _____

_____

Firm Name _____

Address _____

_____

_____

State of Washington Contractor's License No. _____

Federal ID No. _____

Note:

(1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Secretary of Transportation will be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.