

Lewis County  
Department of Public Works  
Engineering Division

**CONTRACT  
PROVISIONS AND PLANS  
FOR CONSTRUCTION OF:  
REBID HIGHWAY 603  
STABILIZATION PROJECT**

**FEDERAL AID PROJECT NO. STPR-G211(001)**

**F.A. Contract No. TA-5900**

**RAP Project No. 2108-01**

**COUNTY ROAD PROJECT NO. 2144**

January, 2017

**BOOK 2 OF 3**

Lewis County Public Works  
2025 NE Kresky Ave.  
Chehalis, WA 98532-2626



BOARD OF COUNTY COMMISSIONERS

Edna J. Fund, District No. 1  
Bobby Jackson, District No. 2  
Gary Stamper, District No. 3



# **APPENDIX A**

## **WASHINGTON STATE PREVAILING WAGE RATES**

### **INCLUDING:**

**State Wage Rates**

**Wage Rate Supplements**

**Wage Rate Benefit Codes**

**Federal Wage Rates**



State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 1/5/2017

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Lewis	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$45.25	<u>5D</u>	<u>1H</u>	
Lewis	<a href="#">Boilermakers</a>	Journey Level	\$64.29	<u>5N</u>	<u>1C</u>	
Lewis	<a href="#">Brick Mason</a>	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Building Service Employees</a>	Janitor	\$9.47		<u>1</u>	
Lewis	<a href="#">Building Service Employees</a>	Shampooer	\$9.47		<u>1</u>	
Lewis	<a href="#">Building Service Employees</a>	Waxer	\$9.47		<u>1</u>	
Lewis	<a href="#">Building Service Employees</a>	Window Cleaner	\$13.22		<u>1</u>	
Lewis	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$23.17		<u>1</u>	
Lewis	<a href="#">Carpenters</a>	Acoustical Worker	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Carpenter	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Carpenters on Stationary Tools	\$55.64	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Creosoted Material	\$55.61	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Floor Finisher	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Floor Layer	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Scaffold Erector	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Cement Masons</a>	Journey Level	\$55.56	<u>7A</u>	<u>1M</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Diver	\$108.77	<u>5D</u>	<u>4C</u>	<u>8A</u>
Lewis	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$66.05	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$59.88	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Surface Rcv & Rov Operator	\$59.88	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Surface Rcv & Rov Operator Tender	\$55.76	<u>5A</u>	<u>4C</u>	
Lewis	<a href="#">Dredge Workers</a>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	

Lewis	<a href="#">Dredge Workers</a>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Drywall Applicator</a>	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>	
Lewis	<a href="#">Drywall Tapers</a>	Journey Level	\$23.26		<u>1</u>	
Lewis	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$9.47		<u>1</u>	
Lewis	<a href="#">Electricians - Inside</a>	Cable Splicer	\$63.44	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Inside</a>	Journey Level	\$59.79	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Inside</a>	Lead Covered Cable Splicer	\$67.09	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Inside</a>	Welder	\$63.44	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$15.37		<u>1</u>	
Lewis	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$14.69		<u>1</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$71.85	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$65.71	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$44.12	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$65.71	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$65.71	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$55.34	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$65.71	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$49.16	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electronic Technicians</a>	Journey Level	\$28.46		<u>1</u>	
Lewis	<a href="#">Elevator Constructors</a>	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>	
Lewis	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>	
Lewis	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	
Lewis	<a href="#">Fence Erectors</a>	Fence Erector	\$13.80		<u>1</u>	
Lewis	<a href="#">Fence Erectors</a>	Fence Laborer	\$11.60		<u>1</u>	
Lewis	<a href="#">Flaggers</a>	Journey Level	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Glaziers</a>	Journey Level	\$23.50		<u>1</u>	
Lewis	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journeyman	\$65.43	<u>5J</u>	<u>1S</u>	
Lewis	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$75.46	<u>7F</u>	<u>1E</u>	
Lewis	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$9.47		<u>1</u>	
Lewis	<a href="#">Inland Boatmen</a>	Boat Operator	\$56.78	<u>5B</u>	<u>1K</u>	
Lewis	<a href="#">Inland Boatmen</a>	Cook	\$53.30	<u>5B</u>	<u>1K</u>	
Lewis	<a href="#">Inland Boatmen</a>	Deckhand	\$53.30	<u>5B</u>	<u>1K</u>	
Lewis	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$54.32	<u>5B</u>	<u>1K</u>	

Lewis	<a href="#">Inland Boatmen</a>	Launch Operator	\$55.57	<u>5B</u>	<u>1K</u>	
Lewis	<a href="#">Inland Boatmen</a>	Mate	\$55.57	<u>5B</u>	<u>1K</u>	
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$11.48		<u>1</u>	
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$12.78		<u>1</u>	
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$9.47		<u>1</u>	
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$10.53		<u>1</u>	
Lewis	<a href="#">Insulation Applicators</a>	Journey Level	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Ironworkers</a>	Journeyman	\$65.53	<u>7N</u>	<u>10</u>	
Lewis	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Airtrac Drill Operator	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Ballast Regular Machine	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Batch Weighman	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Brick Pavers	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Brush Cutter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Brush Hog Feeder	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Burner	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Caisson Worker	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Carpenter Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Caulker	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Cement Dumper-paving	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Cement Finisher Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Change House Or Dry Shack	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Chipping Gun (under 30 Lbs.)	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Chipping Gun(30 Lbs. And Over)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Choker Setter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Chuck Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Clary Power Spreader	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Clean-up Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Concrete Dumper/chute Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Concrete Form Stripper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Concrete Placement Crew	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Concrete Saw Operator/core Driller	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Crusher Feeder	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Curing Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Demolition: Wrecking &	\$45.25	<u>7A</u>	<u>3I</u>	

		Moving (incl. Charred Material)			
Lewis	<a href="#">Laborers</a>	Ditch Digger	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Diver	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Drill Operator (hydraulic, diamond)	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Dry Stack Walls	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Dump Person	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Epoxy Technician	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Erosion Control Worker	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Fine Graders	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Firewatch	\$38.36	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Form Setter	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Gabian Basket Builders	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	General Laborer	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Grinders	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Grout Machine Tender	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Groutmen (pressure)including Post Tension Beams	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Guardrail Erector	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Hazardous Waste Worker (level A)	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Hazardous Waste Worker (level B)	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Hazardous Waste Worker (level C)	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	High Scaler	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Jackhammer	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Laserbeam Operator	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Maintenance Person	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Manhole Builder-mudman	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Material Yard Person	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Motorman-dinky Locomotive	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pavement Breaker	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pilot Car	\$38.36	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pipe Layer Lead	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pipe Layer/tailor	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pipe Pot Tender	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pipe Reliner	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Pipe Wrapper	\$46.09	<u>7A</u>	<u>3I</u>



Lewis	<a href="#">Laborers</a>	Pot Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Powderman	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Powderman's Helper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Power Jacks	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Raker - Asphalt	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Re-timberman	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Remote Equipment Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rigger/signal Person	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rip Rap Person	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rivet Buster	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rodder	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Scaffold Erector	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Scale Person	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Sloper (over 20")	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Sloper Sprayer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Spreader (concrete)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Stake Hopper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Stock Piler	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tamper (multiple & Self-propelled)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Topper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Track Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Track Liner (power)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Traffic Control Laborer	\$41.02	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	<a href="#">Laborers</a>	Traffic Control Supervisor	\$41.02	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	<a href="#">Laborers</a>	Truck Spotter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tugger Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$83.12	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$88.15	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$91.83	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$97.53	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$99.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$104.75	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$106.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$108.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>

Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$110.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$46.76	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Miner	\$46.76	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Vibrator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Vinyl Seamer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Watchman	\$34.86	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Welder	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Well Point Laborer	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Window Washer/cleaner	\$34.86	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Landscape Construction</a>	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Lewis	<a href="#">Landscape Construction</a>	Landscape Equipment Operators Or Truck Drivers	\$10.77		<u>1</u>	
Lewis	<a href="#">Landscape Construction</a>	Landscaping Or Planting Laborers	\$10.77		<u>1</u>	
Lewis	<a href="#">Lathers</a>	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>	
Lewis	<a href="#">Marble Setters</a>	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$15.16		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$11.13		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$10.66		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Painter	\$11.41		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$15.16		<u>1</u>	
Lewis	<a href="#">Millwright</a>	Journey Level	\$57.01	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Modular Buildings</a>	Cabinet Assembly	\$9.98		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Electrician	\$9.98		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Equipment Maintenance	\$9.98		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Plumber	\$9.98		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Production Worker	\$9.75		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Tool Maintenance	\$9.98		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Utility Person	\$9.98		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Welder	\$9.98		<u>1</u>	
Lewis	<a href="#">Painters</a>	Journey Level	\$40.60	<u>6Z</u>	<u>2B</u>	
Lewis	<a href="#">Pile Driver</a>	Journey Level	\$55.76	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Plasterers</a>	Journey Level	\$53.20	<u>7Q</u>	<u>1R</u>	
Lewis	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$9.47		<u>1</u>	
Lewis	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$65.52	<u>5A</u>	<u>1G</u>	
Lewis	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operator	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Assistant Engineers	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators</a>	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Compressor	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine - laser Screed	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators</a>	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Guardrail punch/Auger	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Motor patrol graders	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 100	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Tons And Over				
Lewis	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Power Plant	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Quad 9, HD 41, D10 And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Rigger And Bellman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman (Certified)	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Rollagon	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Service Engineers - Equipment	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Tower crane over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Tower Crane Up: To 175' In Height, Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operator	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineers	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator: Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Finish Machine - laser Screed	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-</a>	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Underground Sewer &amp; Water</a>					
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Guardrail punch/Auger	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/directional Drill Locator	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/directional Drill Operator	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/Boom Trucks Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Locomotives, All	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Material Transfer Device	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Motor patrol graders	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 100 Tons And Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pavement Breaker	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-</a>	Pile Driver (other Than Crane	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>



	<a href="#">Underground Sewer &amp; Water</a>	Mount)				
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Power Plant	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pumps - Water	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Quad 9, HD 41, D10 And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Rigger And Bellman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman (Certified)	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Rollagon	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Saws - Concrete	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Service Engineers - Equipment	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shotcrete/gunite Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower crane over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: Up To 175' In Height, Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$47.08	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$44.64	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$47.08	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$42.01	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$31.65	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$23.96		<u>1</u>	
Lewis	<a href="#">Residential Brick Mason</a>	Journey Level	\$17.00		<u>1</u>	
Lewis	<a href="#">Residential Carpenters</a>	Journey Level	\$21.90		<u>1</u>	
Lewis	<a href="#">Residential Cement Masons</a>	Journey Level	\$13.00		<u>1</u>	
Lewis	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$31.73		<u>1</u>	
Lewis	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$18.95		<u>1</u>	
Lewis	<a href="#">Residential Electricians</a>	Journey Level	\$30.28	<u>5A</u>	<u>1B</u>	
Lewis	<a href="#">Residential Glaziers</a>	Journey Level	\$19.66		<u>1</u>	
Lewis	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$15.00		<u>1</u>	

Lewis	<a href="#">Residential Laborers</a>	Journey Level	\$20.32		1	
Lewis	<a href="#">Residential Marble Setters</a>	Journey Level	\$17.00		1	
Lewis	<a href="#">Residential Painters</a>	Journey Level	\$16.50		1	
Lewis	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$20.40		1	
Lewis	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$24.88		1	
Lewis	<a href="#">Residential Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$29.28		1	
Lewis	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$9.47		1	
Lewis	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$15.70		1	
Lewis	<a href="#">Residential Stone Masons</a>	Journey Level	\$17.00		1	
Lewis	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$9.47		1	
Lewis	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$9.47		1	
Lewis	<a href="#">Residential Tile Setters</a>	Journey Level	\$9.47		1	
Lewis	<a href="#">Roofers</a>	Journey Level	\$46.46	5A	3H	
Lewis	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$49.46	5A	3H	
Lewis	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$75.46	7E	1E	
Lewis	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$18.04		1	
Lewis	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$45.25	7A	3I	
Lewis	<a href="#">Soft Floor Layers</a>	Journey Level	\$22.87		1	
Lewis	<a href="#">Solar Controls For Windows</a>	Journey Level	\$10.31		1	
Lewis	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$56.81	7J	1R	
Lewis	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$13.23		1	
Lewis	<a href="#">Stone Masons</a>	Journey Level	\$54.32	5A	1M	
Lewis	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$16.00		1	
Lewis	<a href="#">Surveyors</a>	All Classifications	\$55.51	5D	4C	
Lewis	<a href="#">Surveyors</a>	Construction Site Surveyor	\$55.51	5D	4C	
Lewis	<a href="#">Telecommunication Technicians</a>	Journey Level	\$31.72		1	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$37.60	5A	2B	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$20.79	5A	2B	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Installer (Repairer)	\$36.02	5A	2B	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Special Aparatus Installer I	\$37.60	5A	2B	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Special Apparatus Installer II	\$36.82	5A	2B	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Heavy)	\$37.60	5A	2B	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$34.94	5A	2B	

Lewis	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$34.93	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television Groundperson	\$19.73	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television Lineperson/Installer	\$26.31	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television System Technician	\$31.50	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television Technician	\$28.23	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Tree Trimmer	\$34.93	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Terrazzo Workers</a>	Journey Level	\$48.86	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Tile Setters</a>	Journey Level	\$21.65		<u>1</u>	
Lewis	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$39.69	<u>5A</u>	<u>1B</u>	
Lewis	<a href="#">Traffic Control Stripers</a>	Journey Level	\$44.35	<u>7A</u>	<u>1K</u>	
Lewis	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$51.25	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$50.41	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	<a href="#">Truck Drivers</a>	Dump Truck	\$21.08		<u>1</u>	
Lewis	<a href="#">Truck Drivers</a>	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	<a href="#">Truck Drivers</a>	Other Trucks	\$32.52		<u>1</u>	
Lewis	<a href="#">Truck Drivers</a>	Transit Mixer	\$29.67	<u>6L</u>	<u>2H</u>	
Lewis	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$9.47		<u>1</u>	
Lewis	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<u>1</u>	

**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.

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		<b>X</b>
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		<b>X</b>
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	<b>X</b>	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		<b>X</b>
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		<b>X</b>
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	<b>X</b>	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	<b>X</b>	



ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	<b>X</b>	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	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		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

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.]

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

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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.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- 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.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - 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.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
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.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. 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. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - C. 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 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 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.

**Overtime Codes Continued**

3.
  - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.
  - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - 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.
  - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) 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 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.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
  - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

**Overtime Codes Continued**

4. 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.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at 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.

**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).

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

**Holiday Codes Continued**

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- 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).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

Benefit Code Key – Effective 8/31/2016 thru 3/2/2017

**Holiday Codes Continued**

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

**Holiday Codes Continued**

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- 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.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- 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.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Note Codes**

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:  
Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet  
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet  
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

**Note Codes Continued**

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:  
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet  
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet  
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. 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.
- 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.



General Decision Number: WA160001 12/16/2016 WA1

Superseded General Decision Number: WA20150001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.  Modification Number	Publication Date	Modification Number	Publication Date
0	01/08/2016	12	08/26/2016
1	02/19/2016	13	09/02/2016
2	02/26/2016	14	11/04/2016
3	03/04/2016	15	11/25/2016
4	04/22/2016	<b>16</b>	<b>12/16/2016</b>
5	05/20/2016		
6	06/03/2016		
7	06/24/2016		
8	07/08/2016		
9	07/15/2016		
10	07/29/2016		
11	08/19/2016		

CARP0001-008 06/01/2015

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 27.61	14.00
GROUP 2.....	\$ 41.86	14.49
GROUP 3.....	\$ 32.97	14.00
GROUP 4.....	\$ 31.94	14.00
GROUP 5.....	\$ 73.44	14.00
GROUP 6.....	\$ 35.02	14.00
GROUP 7.....	\$ 36.72	14.00
GROUP 8.....	\$ 33.27	14.00
GROUP 9.....	\$ 35.02	14.00

## CARPENTER &amp; DIVER CLASSIFICATIONS:

GROUP 1: Carpenter  
 GROUP 2: Millwright, machine erector  
 GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling  
 GROUP 4: Bridge carpenters  
 GROUP 5: Diver Wet  
 GROUP 6: Diver Tender, Manifold Operator, ROV Operator  
 GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator Not Under Pressure  
 GROUP 8: Assistant Tender, ROV Tender/Technician  
 GROUP 9: Manifold Operator-Mixed Gas

## ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

## DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot  
101-150 feet \$3.00 per foot  
151-220 feet \$4.00 per foot  
221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free  
26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0003-006 10/01/2011

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.04	14.18
DIVERS TENDERS.....	\$ 36.34	14.18
DIVERS.....	\$ 77.08	14.18
DRYWALL.....	\$ 27.56	14.18
MILLWRIGHTS.....	\$ 32.19	14.18
PILEDRIVERS.....	\$ 33.04	14.18

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET  
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET  
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85  
 Zone 3 - 1.25  
 Zone 4 - 1.70  
 Zone 5 - 2.00  
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities  
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities  
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities  
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.  
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities  
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

CARP0770-003 06/01/2015

	Rates	Fringes
CARPENTER		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF		
THE 120TH MERIDIAN),		
KITTTITAS, OKANOGAN (WEST		
OF THE 120TH MERIDIAN) AND		
YAKIMA COUNTIES		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 40.46	13.66
CARPENTERS.....	\$ 40.36	13.66
DIVERS TENDER.....	\$ 35.02	14.00
DIVERS.....	\$ 73.44	14.00
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 41.86	13.66
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 40.61	13.66

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

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 CARP0770-006 06/01/2015

	Rates	Fringes
CARPENTER		
WESTERN WASHINGTON: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS (excludes piledrivers only), MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		

BRIDGE CARPENTERS.....	\$ 40.36	13.66
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 40.46	13.66
CARPENTERS.....	\$ 40.36	13.66
DIVERS TENDER.....	\$ 44.67	13.66
DIVERS.....	\$ 93.56	13.66
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 41.86	13.66
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 40.61	13.66

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIEVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

WA160001 Modification 16  
 Federal Wage Determinations for Highway Construction

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 ELEC0046-001 02/01/2016

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 46.87	3%+15.96
ELECTRICIAN.....	\$ 45.77	3%+17.91

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ELEC0048-003 01/01/2016

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.11

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour  
 Zone 2: 51-70 miles \$3.50/hour  
 Zone 3: 71-90 miles \$5.50/hour  
 Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

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 ELEC0048-029 01/01/2016

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.11

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ELEC0073-001 07/01/2016

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 31.50	17.60

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ELEC0076-002 09/01/2016

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.05	24.49
ELECTRICIAN.....	\$ 36.41	24.38

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ELEC0112-005 06/01/2016

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA  
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.32	18.95
ELECTRICIAN.....	\$ 40.30	18.89

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**\* ELEC0191-003 06/01/2016**

**ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES**

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
<b>ELECTRICIAN.....</b>	<b>\$ 42.30</b>	<b>18.89</b>

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ELEC0191-004 06/01/2016

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 39.40	18.80



ENGI0302-003 06/01/2014

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 38.39	17.39
Group 1AA.....	\$ 38.96	17.39
Group 1AAA.....	\$ 39.52	17.39
Group 1.....	\$ 37.84	17.39
Group 2.....	\$ 37.35	17.39
Group 3.....	\$ 36.93	17.39
Group 4.....	\$ 34.57	17.39

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

WA160001 Modification 16

Federal Wage Determinations for Highway Construction

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

Category B Projects: 95% of the basic hourly reate for each group plus full fringe benefits applicable to category A projects shall apply to the following projects. A Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$ .25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$ .50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$ .75 per hour.

#### Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$ .70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom  
(including jib with attachments); Tower crane over 175 ft in  
height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Loaders-overhead, 8 yards and over; Shovels,  
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft  
of boom (including jib with attachments); Crane-overhead,  
bridge type, 45 tons thru 99 tons; Derricks on building work;  
Excavator, shovel, backhoes over 3 yards and under 6 yards;  
Hard tail end dump articulating off-road equipment 45 yards  
and over; Loader- overhead 6 yards to, but not including 8  
yards; Mucking machine, mole, tunnel, drill and/or shield;  
Quad 9, HD 41, D-10; Remote control operator on rubber tired  
earth moving equipment; Rollagon; Scrapers-self propelled 45  
yards and over; Slipform pavers; Transporters, all truck or  
track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-  
Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with  
attachments; Crane-overhead, bridge type-20 tons through 44  
tons; Chipper; Concrete Pump-truck mount with boom  
attachment; Crusher; Deck Engineer/Deck Winches (power);  
Drilling machine; Excavator, shovel, backhoe-3 yards and  
under; Finishing Machine, Bidwell, Gamaco and similar  
equipment; Guardrail punch; Horizontal/directional drill  
operator; Loaders-overhead under 6 yards; Loaders-plant feed;  
Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor  
patrol graders-finishing; Piledriver (other than crane  
mount); Roto-mill, roto-grinder; Screedman, spreader, topside  
operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar  
Green; Scraper-self propelled, hard tail end dump,  
articulating off-road equipment-under 45 yards; Subgrade  
trimmer; Tractors, backhoes-over 75 hp; Transfer material  
service machine-shuttle buggy, blaw knox-roadtec; Truck crane  
oiler/driver-100 tons and over; Truck Mount portable  
conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0370-002 06/01/2016

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),  
COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,  
FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH  
MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN  
AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 26.66	14.55
GROUP 2.....	\$ 26.98	14.55
GROUP 3.....	\$ 27.59	14.55
GROUP 4.....	\$ 27.75	14.55
GROUP 5.....	\$ 27.91	14.55
GROUP 6.....	\$ 28.19	14.55
GROUP 7.....	\$ 28.46	14.55
GROUP 8.....	\$ 29.56	14.55

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;  
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,  
Washington; Lewiston, Idaho

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors  
(under 2000 CFM, gas, diesel, or electric power); Deck  
Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher,  
Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine;  
Pumpman; Rollers, all types on subgrade, including seal and  
chip coatings (farm type, Case, John Deere & similar, or  
Compacting Vibrator), except when pulled by Dozer with  
operable blade; Welding Machine; Crane Oiler-Driver (CLD  
required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatoer (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator



GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$ .50 over scale  
 Over 250 ft \$ .80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

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 ENGI0612-012 06/01/2014

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 38.39	17.40
GROUP 1AA.....	\$ 38.96	17.40
GROUP 1AAA.....	\$ 39.52	17.40
GROUP 1.....	\$ 37.84	17.40
GROUP 2.....	\$ 37.35	17.40
GROUP 3.....	\$ 36.93	17.40
GROUP 4.....	\$ 34.57	17.40

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00  
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom  
(including jib with attachments; Tower crane over 175 ft in  
height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Loaders-overhead, 8 yards and over; Shovels,  
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft  
of boom (including jib with attachments); Crane-overhead,  
bridge type, 45 tons thru 99 tons; Derricks on building  
work; Excavator, shovel, backhoes over 3 yards and under 6  
yards; Hard tail end dump articulating off-road equipment  
45 yards and over; Loader- overhead, 6 yards to, but not  
including, 8 yards; Mucking machine, mole, tunnel, drill  
and/or shield; Quad 9 HD 41, D-10; Remote control operator  
on rubber tired earth moving equipment; Rollagon; Scrapers-  
self-propelled 45 yards and over; Slipform pavers;  
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-  
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with  
attachments; Crane-Overhead, bridge type, 20 tons through  
44 tons; Chipper; Concrete pump-truck mount with boom  
attachment; Crusher; Deck engineer/deck winches (power);  
Drilling machine; Excavator, shovel, backhoe-3 yards and  
under; Finishing machine, Bidwell, Gamaco and similar  
equipment; Guardrail punch; Loaders, overhead under 6  
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;  
Mixers, asphalt plant; Motor patrol graders, finishing;  
Piledriver (other than crane mount); Roto-mill, roto-  
grinder; Screedman, spreader, topside operator-Blaw Knox,  
Cedar Rapids, Jaeger, Caterpillar, Barbar Green;  
Scraper-self- propelled, hard tail end dump, articulating  
off-road equipment- under 45 yards; Subgrader trimmer;  
Tractors, backhoe over 75 hp; Transfer material service  
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane  
oiler/driver-100 tons and over; Truck Mount Portable  
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$ .50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2015

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND  
WAHAKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;  
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;  
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS  
INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;  
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1 Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2 Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3 Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris);

Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine;  
 Ultra High Pressure Water Jet Cutting Tool System Operator;  
 Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5 Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6 Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver



IRON0014-005 07/01/2016

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,  
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,  
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.89	24.56

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IRON0029-002 07/01/2015

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.12	23.04

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IRON0086-002 07/01/2016

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.89	24.56

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IRON0086-004 07/01/2016

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,  
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.52	24.71

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LABO0001-002 06/01/2014

ZONE 1:

	Rates	Fringes
Laborers:		
CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHAKIACUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		

GROUP 1.....	\$ 22.49	10.30
GROUP 2.....	\$ 25.79	10.30
GROUP 3.....	\$ 32.29	10.30
GROUP 4.....	\$ 33.08	10.30
GROUP 5.....	\$ 33.62	10.30

CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES

GROUP 1.....	\$ 18.95	10.30
GROUP 2.....	\$ 21.76	10.30
GROUP 3.....	\$ 23.85	10.30
GROUP 4.....	\$ 24.43	10.30
GROUP 5.....	\$ 24.85	10.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

## LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0238-004 06/01/2016

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 23.51	11.40
GROUP 2.....	\$ 25.61	11.40
GROUP 3.....	\$ 25.88	11.40
GROUP 4.....	\$ 26.15	11.40
GROUP 5.....	\$ 26.43	11.40
LABORER (SPOKANE)		
GROUP 1.....	\$ 23.51	11.40
GROUP 2.....	\$ 25.61	11.40
GROUP 3.....	\$ 25.88	11.40
GROUP 4.....	\$ 26.15	11.40
GROUP 5.....	\$ 26.43	11.40

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

## LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunitite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzle man for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzle man (to include jet blasting nozzle man, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

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LABO0238-006 06/01/2016

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 25.61	11.40

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LABO0335-001 06/01/2013

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 28.65	10.05
GROUP 2.....	\$ 29.25	10.05
GROUP 3.....	\$ 29.69	10.05
GROUP 4.....	\$ 30.07	10.05
GROUP 5.....	\$ 26.15	10.05
GROUP 6.....	\$ 23.73	10.05
GROUP 7.....	\$ 20.53	10.05

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.  
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall.

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Guniting Nozzlemans; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemans; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LABO0335-019 09/01/2013

	Rates	Fringes
Hod Carrier.....	\$ 30.47	10.05

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PAIN0005-002 07/01/2016

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 29.19	15.16

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PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

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PAIN0005-006 07/01/2015

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);  
 CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,  
 LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,  
 WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 28.15	10.85
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 23.05	10.85
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

\*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

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 PAIN0055-003 07/01/2016

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM  
 COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 23.47	10.10
High work - All work 60 ft. or higher.....	\$ 23.47	10.10
Spray and Sandblasting.....	\$ 23.47	10.10

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 PAIN0055-006 11/01/2014

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 33.43	11.08

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PLAS0072-004 07/01/2016

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,  
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND  
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA  
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 27.13	13.67

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee  
Zone 1: 0 - 45 radius miles from the main post office  
Zone 2: Over 45 radius miles from the main post office

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PLAS0528-001 06/01/2016

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,  
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,  
SNOHOMISH, THURSTON, WAHAKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 39.52	16.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 40.02	16.04
TROWLING MACHINE OPERATOR ON COMPOSITION.....	\$ 40.02	16.04

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PLAS0555-002 06/01/2015

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 30.58	18.18
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 30.58	18.18
CEMENT MASONS.....	\$ 29.98	18.18
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 31.18	18.18

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall  
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall

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 \* TEAM0037-002 06/01/2016

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
<b>Truck drivers:</b>		
<b>ZONE 1</b>		
GROUP 1.....	\$ 27.60	14.37
GROUP 2.....	\$ 27.72	14.37
GROUP 3.....	\$ 27.85	14.37
GROUP 4.....	\$ 28.12	14.37
GROUP 5.....	\$ 28.34	14.37
GROUP 6.....	\$ 28.51	14.37
GROUP 7.....	\$ 28.71	14.37

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.  
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall.

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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TEAM0174-001 01/01/2016

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 33.38	17.87
GROUP 2:.....	\$ 32.54	17.87
GROUP 3:.....	\$ 29.73	17.87
GROUP 4:.....	\$ 24.76	17.87
GROUP 5:.....	\$ 31.44	17.87

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVEUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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TEAM0690-004 07/01/2016

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,  
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND  
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA  
COUNTIES

Rates Fringes

Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams,Chelan, Douglas, Ferry,  
Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and  
Whitman Counties

AREA 1: LEWISTON ZONE CENTER:  
Asotin, Columbia, and Garfield Counties

AREA 2: PASCO ZONE CENTER:  
Benton, Franklin, Walla Walla and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 20.97	16.79
GROUP 2.....	\$ 23.24	16.79
GROUP 3.....	\$ 23.74	16.79
GROUP 4.....	\$ 24.07	16.79
GROUP 5.....	\$ 24.18	16.79
GROUP 6.....	\$ 24.35	16.79
GROUP 7.....	\$ 24.88	16.79
GROUP 8.....	\$ 25.24	16.79
AREA 2:		
GROUP 1.....	\$ 23.11	16.79
GROUP 2.....	\$ 25.75	16.79
GROUP 3.....	\$ 25.86	16.79
GROUP 4.....	\$ 26.19	16.79
GROUP 5.....	\$ 26.30	16.79
GROUP 6.....	\$ 26.30	16.79
GROUP 7.....	\$ 27.20	16.79
GROUP 8.....	\$ 27.16	16.79

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston  
Zone 1: 0-45 radius miles from the main post office.  
Zone 2: Outside 45 radius miles from the main post office

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);



GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# **APPENDIX B**

## **FEDERAL CONTRACT PROVISIONS**

### **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS – FHWA 1273**



**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**  
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this



contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,



after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;



(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**AMENDMENT**  
**REQUIRED CONTRACT PROVISIONS**  
(Exclusive of Appalachian Contracts)

**FEDERAL-AID CONSTRUCTION CONTRACTS**

**The Federal–Aid provisions are supplemented with the following:**

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

# **APPENDIX C**

## **BID PROPOSAL DOCUMENTS**

### **INCLUDING:**

**Notice to Contractor**

**Proposal Form**

**Certification for Federal-Aid Contracts**

**Non-Collusion Declaration**

**Proposal Signature Page**

**Local Agency Disadvantaged Business Enterprise Utilization Certification**

**Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document**

**Local Agency Subcontractor List**





## Lewis County Department of Public Works

Erik P. Martin, PE, Director / County Engineer

Tim Fife, PE, Assistant County Engineer

### NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:15 a.m. on **Tuesday, January 31, 2017**, at the Lewis County Courthouse in Chehalis, Washington for the Rebid Highway 603 Stabilization Project, F. A. Project No. STPR-G211(001), CRP 2144.

#### **SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, January 31, 2017**

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.  
**Bids submitted after 11:00 AM will not be considered for this project.**)

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope clearly marked: **"SEALED BID FOR THE REBID HIGHWAY 603 STABILIZATION PROJECT, F.A. PROJECT NO. STPR-G211(001), CRP 2144, TO BE OPENED ON OR AFTER 11:15 A.M. ON TUESDAY, JANUARY 31, 2017."**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ [www.lewiscountywa.gov](http://www.lewiscountywa.gov) or you may call the Lewis County Engineers office @ (360)740-2612 and request a copy be mailed to you. All Contractor questions and Lewis County clarifying answers will be posted on our website and emailed to all Contractors registered on Lewis County's Planholder List. Plan or specification changes shall be accomplished through official project addendums.

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.





## PROPOSAL

TO: BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY  
CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the location of the Rebid Highway 603 Stabilization Project - F. A. Project No. STPR-G211(001), CRP No. 2144, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	MOBILIZATION	LUMP SUM	\$
2	14.1 ACRE	CLEARING AND GRUBBING	\$	\$
3	1 L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTION	LUMP SUM	\$
4	1,137 L.F.	REMOVING GUARDRAIL	\$	\$
5	606 L.F.	REMOVING WIRE FENCE	\$	\$
6	34,283 C.Y.	ROADWAY EXCAVATION INCL. HAUL	\$	\$
7	39,868 TON	SELECT BORROW INCL. HAUL	\$	\$
8	2,945 C.Y.	EMBANKMENT COMPACTION	\$	\$
9	575 TON	ROCK FOR EROSION AND SCOUR PROTECTION CL. A	\$	\$
10	13 C.Y.	DITCH EXCAVATION INCL. HAUL	\$	\$
11	1,963 C.Y.	CHANNEL EXCAVATION INCL. HAUL	\$	\$
12	2 EA.	DROP INLET TYPE 1	\$	\$
13	1 EA.	DROP INLET TYPE 2	\$	\$
14	2 EA.	COMBINATION INLET	\$	\$
15	2,917 TON	QUARRY SPALLS	\$	\$
16	547 L.F.	UNDERDRAIN PIPE 4 IN. DIAM.	\$	\$
17	31 L.F.	DRAIN PIPE 4 IN. DIAM.	\$	\$
18	13 L.F.	DRAIN PIPE 8 IN. DIAM.	\$	\$
19	504 L.F.	SCHEDULE A CULV. PIPE 18 IN. DIAM. (FROM STOCKPILE)	\$	\$
20	24 L.F.	SCHEDULE A CULV. PIPE 24 IN. DIAM. (FROM STOCKPILE)	\$	\$
21	54 L.F.	PLAIN CONC. CULV. PIPE 18 IN. DIAM. (FROM STOCKPILE)	\$	\$
22	64 L.F.	CL. III REINF. CONC. CULV. PIPE 36 IN. DIAM.	\$	\$
23	252 L.F.	CL. IV REINF. CONC. CULV. PIPE 12 IN. DIAM.	\$	\$
24	152 L.F.	CL. IV REINF. CONC. CULV. PIPE 18 IN. DIAM. (FROM STOCKPILE)	\$	\$
25	176 L.F.	CL. V REINF. CONC. CULV. PIPE 18 IN. DIAM. (FROM STOCKPILE)	\$	\$
26	61 L.F.	CL. V REINF. CONC. CULV. PIPE 24 IN. DIAM.	\$	\$
27	64 L.F.	PLAIN ST. CULV. PIPE ARCH 0.064 IN. TH. 21 IN. SPAN	\$	\$
28	1 L.S.	PRECAST REINF. CONC. SPLIT BOX CULV. 8' SPAN x 1' RISE	LUMP SUM	\$

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
29	1 EA.	MANHOLE RING & COVER AND ADJUSTMENT	\$	\$
30	18 EA.	CATCH BASIN TYPE 1L	\$	\$
31	15 EA.	CATCH BASIN TYPE 2, 48 IN. DIAM.	\$	\$
32	3 EA.	CATCH BASIN TYPE 2, 54 IN. DIAM. (POND OUTLET STRUCTURE)	\$	\$
33	1 EA.	CATCH BASIN TYPE 2, 72 IN. DIAM. (POND OUTLET STRUCTURE)	\$	\$
34	3 EA.	CATCH BASIN TYPE 2, 60 IN. DIAM. (2-FLOW SPLITTER)	\$	\$
35	4,462 L.F.	TESTING STORM SEWER PIPE	\$	\$
36	48 L.F.	PLAIN CONC. STORM SEWER PIPE 24 IN. DIAM.	\$	\$
37	351 L.F.	CL. V REINF. CONC. STORM SEWER PIPE 12 IN. DIAM.	\$	\$
38	2,072 L.F.	CL. V REINF. CONC. STORM SEWER PIPE 18 IN. DIAM. (FROM STOCKPILE)	\$	\$
39	83 L.F.	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	\$	\$
40	1,830 L.F.	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM. (FROM STOCKPILE)	\$	\$
41	78 L.F.	SCHEDULE A STORM SEWER PIPE 24 IN. DIAM. (FROM STOCKPILE)	\$	\$
42	3 EA.	GRATE INLET TYPE 1	\$	\$
43	1 L.S.	BIOSWALE SPECIAL STRUCTURES	LUMP SUM	
44	2,242 S.F.	STRUCTURAL EARTH WALL	\$	\$
45	31,794 TON	CRUSHED SURFACING BASE COURSE	\$	\$
46	8,451 TON	CRUSHED SURFACING TOP COURSE	\$	\$
47	3.47 MILE	SHOULDER FINISHING	\$	\$
48	7,435 TON	HMA CL. 1/2 IN. PG 64-22	\$	\$
49	491 TON	HMA FOR APPROACH CL. 1/2 IN. PG 64-22	\$	\$
50	10,245 L.F.	SILT FENCE	\$	\$
51	30 DAY	ESC LEAD	\$	\$
52	142 C.Y.	TOPSOIL TYPE A	\$	\$
53	14.1 ACRE	SEEDING, FERTILIZING, AND MULCHING	\$	\$
54	8,450 S.Y.	BIODEGRADABLE EROSION CONTROL BLANKET	\$	\$
55	1,140 L.F.	CHECKDAM	\$	\$
56	1,610 L.F.	WATTLE	\$	\$
57	255 S.Y.	SOD INSTALLATION		
58	14 EA.	EROSION CONTROL AT CULVERT ENDS	\$	\$
59	1 L.S.	MITIGATION PLANTING	LUMP SUM	\$
60	5,308 S.Y.	COMPOST AMENDED VEGETATED FILTER STRIPS		
61	5,130.75 L.F.	BEAM GUARDRAIL TYPE 31 - 9 FT. LONG POST	\$	\$
62	275 L.F.	BEAM GUARDRAIL TYPE 31 - 11 FT. LONG POST	\$	\$
63	8 EA.	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	\$	\$

ITEM NO.	PLAN QUANTITY		ITEM DESCRIPTION	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
64	4,052	L.F.	EXTRUDED CURB	\$		\$	
65	112.50	L.F.	BEAM GUARDRAIL TYPE 31	\$		\$	
66	2	EA.	BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21	\$		\$	
67	12	EA.	BEAM GUARDRAIL TYPE 31 ANCHOR TYPE 10	\$		\$	
68	23,740	L.F.	PAINT LINE	\$		\$	
69	125	EA.	FLEXIBLE GUIDE POST (WW)	\$		\$	
70	95	L.F.	PLASTIC STOP LINE	\$		\$	
71	1.2	HUND.	RECESSED PAVEMENT MARKER (2YY)	\$		\$	
72	1	L.S.	PERMANENT SIGNING		LUMP SUM	\$	
73	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		LUMP SUM	\$	
74	409	S.F.	CONSTRUCTION SIGNS CLASS A	\$		\$	
75	609	C.Y.	STRUCTURE EXCAVATION CLASS A INCL. HAUL	\$		\$	
76	21,153	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	\$		\$	
77	15,544	S.F.	SHORING OR EXTRA EXCAVATION CLASS B	\$		\$	
78	105	C.Y.	GRAVEL BACKFILL FOR DRAIN	\$		\$	
79	2,400	MGAL	WATER	\$		\$	
80	3	C.Y.	COMMERCIAL CONCRETE	\$		\$	
81	53	L.B.	ST. REINF. BAR	\$		\$	
82	1,110	L.F.	WIRE FENCE TYPE 2	\$		\$	
83	1	EA.	DOUBLE WIRE GATE 20 FT.	\$		\$	
84	3	EA.	ACCESS CONTROL GATE	\$		\$	
85	1	L.S.	TRIMMING AND CLEANUP		LUMP SUM	\$	
86	4,130	S.Y.	CONSTRUCTION GEOTEXTILE FOR SEPARATION	\$		\$	
87	110	S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	\$		\$	
88	15	E.A.	MAILBOX SUPPORT TYPE 1	\$		\$	
89	1,000	TON	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INC.HAUL	\$		\$	
90	0	EST.	FORCE ACCOUNT UNSUITABLE SUBGRADE REMOVAL		ESTIMATED		\$0.00
91	0	EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE		ESTIMATED		\$0.00
92	1	CALC.	MINOR CHANGE		CALCULATED	\$	25,000.00
93	1	L.S.	SPCC PLAN		LUMP SUM	\$	
					TOTAL BID	\$	



## Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

SR

DOT Form 272-040A EF  
07/2011



## **NON-COLLUSION DECLARATION**

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities

**1-800-424-9071**

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H  
Revised 10/94



**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 LEWIS COUNTY 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)

***Proposal Must be Signed***

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Washington Contractor's License No.

\_\_\_\_\_

Unified Business Identifier (U.B.I.) No.

\_\_\_\_\_

Telephone No.

\_\_\_\_\_

Federal ID No.

\_\_\_\_\_

**Note:**

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Lewis County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.

\* Attach Power of Attorney



**Disadvantaged Business  
Enterprise Utilization Certification**

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

Box 1: \_\_\_\_\_ certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: \_\_\_\_\_

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Amount Subcontracted to DBE (See instructions)	Column 5 Amount to be Applied Towards Goal (See instructions)

Disadvantaged Business Enterprise \_\_\_\_\_  
Condition of Award Contract Goal Box 3

Total DBE Commitment \_\_\_\_\_  
Box 4

5  By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

## Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row(s). The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: A description of the Work to be performed by the DBE must be consistent with the certified/eligible Description of Work in the OMWBE Directory of Certified DBE firms. The bidder may rely upon the descriptors listed in the Directory of Certified DBE Firms available from OMWBE, online at: <http://www.omwbe.wa.gov> or Toll Free 1-866-208-1064.

- A Bidder subletting a portion of a bid item shall state "**Partial**" and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

**Note 1:** For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to  $(\$100,000 \times 50\%) = \$50,000$  (Column 5) to be applied towards the goal.

**Note 2:** For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to  $(\$100,000 \times 60\%) = \$60,000$  (Column 5) to be applied towards the goal.

**Note 3:** For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to  $(\$100,000 \times \text{reasonable fee \%}) = \$$  (Column 5) to be applied towards the goal.

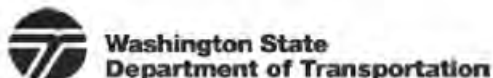
Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

**See Crediting DBE Participation toward Meeting the Goal as described in the Disadvantaged Business Enterprise Condition of Award Participation specification in the Contract for more information.**

DOT Form 272-056  
Revised 07/2016



## Disadvantaged Business Enterprise Utilization Certification

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

Box 1: A-Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Amount Subcontracted to DBE (See instructions)	Column 5 Amount to be Applied Towards Goal (See instructions)
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	\$100,000.00	\$60,000.00
In The Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	\$200,000.00	\$200,000.00
In The Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	\$20,000.00	\$10,000.00
Optimus Prime Trucking, Inc.	Subcontractor	Dump trucking	\$50,000.00	\$50,000.00
Metalheads, Inc.	Manufacturer	Dowel bars	\$75,000.00	\$75,000.00
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	\$15,000.00	\$250.00
		<h1>EXAMPLE</h1>		

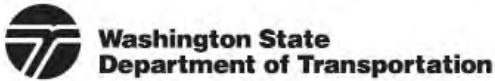
Disadvantaged Business Enterprise 356,968.16  
Condition of Award Contract Goal Box 3

Total DBE Commitment \$395,250.00  
Box 4

5  By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted within 48 hours of Bid opening

DOT Form 272-058  
Revised 03/2016





# Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions: *DBE Document Submittal Requirements*  
*Disadvantaged Business Enterprise Condition of Award Participation*

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

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

### **PART A: To be completed by the bidder**

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: \_\_\_\_\_

Bidder's Business Name: \_\_\_\_\_

DBE's Business Name: \_\_\_\_\_

Description of DBE's Work: \_\_\_\_\_

Amount to be Applied Towards DBE Goal: \_\_\_\_\_

Amount to be Subcontracted to DBE\*: \_\_\_\_\_  
\*Optional Field

### **PART B: To be completed by the Disadvantaged Business Enterprise**

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in the Bidder's Disadvantaged Business Enterprise Utilization Certification.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



Local Agency Name Lewis County Public Works
Local Agency Address 2025 NE Kresky Ave. Chehalis, WA 98532

# Local Agency Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

## To Be Submitted with the Bid Proposal

Project Name Highway 603 stabilization Project

**Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of 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 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 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.





## **APPENDIX D**

### **CONTRACT DOCUMENTS**

#### **INCLUDING:**

**Contract Form**

**Contract Bond**

**Power Equipment List**



**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and \_\_\_\_\_ of \_\_\_\_\_

for \_\_\_sel\_\_\_, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

**WITNESSETH:**

That in consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

**DESCRIPTION OF WORK:**

1. The Contractor shall do all work and furnish all material necessary to improve 1.72 miles of Highway 603 in Lewis County by widening and reconstructing roadway, crushed surfacing base and top course, hot mix asphalt overlays, shoulder finishing, placing pavement markers, installing flexible guide posts, traffic control, constructing culverts, placing guardrail, and other work, all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

3. The Contractor for himself, and for his heirs, executors administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. It is further provided that no liability shall attach to the County be reason of entering into this contract, except as expressly provided herein.

**Contract - 1**

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

Performance of foregoing contract assured  
in accordance with the terms of the  
accompanying bond.

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN MEYER Prosecuting Attorney

By: \_\_\_\_\_  
Civil Deputy

APPROVED:

\_\_\_\_\_  
County Engineer

Contract – 2

**CONTRACT BOND FOR  
LEWIS COUNTY, WASHINGTON**

**Bond No.** \_\_\_\_\_

WE, \_\_\_\_\_, d/b/a \_\_\_\_\_  
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and \_\_\_\_\_ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. **CRP 2144, Federal Aid Project No. STPR-G211(001)** between Principal and County, which total is *initially* \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for the **Rebid Highway 603 Stabilization Project** and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. **CRP 2144, Federal Aid Project No. STPR-G211(001)**, between the below-named Contractor and County for the **Rebid Highway 603 Stabilization Project**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

**THE CONDITION OF THIS OBLIGATION** is such that if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:**

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. And such provisions are incorporated by reference. A copy may be viewed at WSDOT's website [www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/](http://www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/).
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
  - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
  - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
  - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
  - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

**SURETY'S QUALIFICATIONS:** Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

**INSTRUCTIONS FOR SIGNATURES:** This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

**FOR THE SURETY:**

**FOR THE PRINCIPAL:**

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature of authorized signer for Contractor)

\_\_\_\_\_  
(Type or print name of Attorney-in-Fact)

\_\_\_\_\_  
(Type or print name of signer for Contractor)

\_\_\_\_\_  
(Type or print telephone number for Attorney-in-Fact)

\_\_\_\_\_  
(Type or print title of signer for Contractor)

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT FOR CONTRACTOR**

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, the person described in and who executed the foregoing bond, and acknowledged to me that \_\_\_\_\_ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print or type name of Notary Public)

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.

**SEAL →**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT FOR SURETY**

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me a notary public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print or type name of Notary Public)

Notary Public in and for the State of \_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_.

**SEAL →**



## Purchaser Certification for Exported Restricted Timber

Contracting Agency Lewis County Public Works		Contract Number STPR-G211(001)	
Project Title Highway 603 Stabilization Project		Project Engineer Don Carney	
<p>The purchaser hereby affirms and agrees, under penalty of law, to comply with the following:</p> <p>A. Export restricted unprocessed timber will not be:</p> <ol style="list-style-type: none"> <li>1. Exported by the purchaser or used in substitution by the purchaser; or</li> <li>2. Transferred to any other person for the purpose of export or substitution.</li> </ol> <p>B. Hammer brands and red paint applied to such timber as required by WAC 240-15-025 shall remain on such timber until it is domestically processed.</p> <p>C. Prior to selling, trading, exchanging, or otherwise conveying export restricted timber to any other person, the purchaser (transferor) shall require the transferee to provide to the transferor two (2) signed copies of a completed Transferee Certification, and that the transferor shall provide the Department of Revenue with one copy no later than five (5) days after receipt from the transferee.</p> <p>D. The transferor shall not sell, trade, or exchange or otherwise convey export restricted timber to any person on the Department of Revenue Ineligible List.</p>			
<p><b><i>Making false statements on the Purchaser Certificate is punishable as a gross misdemeanor - RCW 9A.72.040.</i></b></p>			
Company Name (Purchaser)			
Address			
City	State	Zip	Phone
United Business Identifier (UBI)		Federal Employer ID Number	
Representative's Name		Title	
Representative's Signature			Date

**Mail Original (signed copy) to:**

Washington State Department of Revenue, Forest Tax Division  
 PO Box 47472  
 Olympia, WA 98504-7472  
 1-800-548-8829

Distribution: Original (signed copy) and 1 copy (initial) - Dept. of Revenue  
 Copy to Contractor  
 Copy to Project Engineer

DOT Form 410-100 EF  
 Revised 04/2011





**POWER EQUIPMENT LIST**

The undersigned furthermore certifies that he/she is thoroughly aware that time is of the essence for the completion of this contract within the time specified in the special provisions, and hereby agrees to provide the Engineer a list of his power equipment to be used on this project.

This equipment list will be used in computing any Force Account that may be performed within this contract.

**The Contractor must complete this form in its entirety.**

**POWER EQUIPMENT**

Type of Equipment	Make	Model Number	Serial Number	* Capacity	Year Built



# APPENDIX E

## PERMIT DOCUMENTS

### TESC PLAN





WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

**Forest Practices Application/Notification  
NOTICE OF TRANSFER**

I/we transfer my/our rights, privileges, and obligations under this approved Forest Practices Application or Notification. I/we affirm that the information contained below is true and agree to comply with the rules authorized by the Forest Practices Act and to be bound by all conditions on the approved application or notification.

FPA/N Number: \_\_\_\_\_ Section(s): \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Original Landowner (Signature): \_\_\_\_\_

Original Landowner (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

<b>New Operator</b> – Fill out this section <u>only</u> if you are changing or adding an operator	
Legal Name of New Operator: (Print)	Mailing Address:
Phone:	
Email:	
Date:	
<b>New Operator Signature:</b>	

<b>New Landowner</b> – Fill out this section <u>only</u> if you are transferring your FPA to a new landowner	
Legal Name of New Landowner: (Print)	Mailing Address:
Phone:	
Email:	
Date:	
<b>New Landowner Signature:</b>	

<b>New Timber Owner</b> – Fill out this section <u>only</u> if you are transferring your timber rights	
Legal Name of Timber Owner: (Print)	Mailing Address:
Phone:	
Email:	
Forest Tax Reporting Account Number: (Contact Dept. of Revenue to get this number: 1-800-548-8829)	
Date:	
<b>New Timber Owner Signature:</b>	

[ ] Received by: _____	Date: ____/____/____
(DNR Forest Practices Staff Signature)	





WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
 Peter Goldmark - Commissioner of Public Lands

FPA/N No: 2931247  
 Effective Date: 01/26/2016  
 Expiration Date: 01/26/2019  
 Shut Down Zone: 655  
 EARR Tax Credit:  Eligible  Non-eligible  
 Reference: 21-12-2W  
 Highway 603 Stabilization

**Forest Practices Application/Notification  
 Notice of Decision**

Decision

- Notification Operations shall not begin before the effective date.
- Approved This Forest Practices Application is subject to the conditions listed below.
- Disapproved This Forest Practices Application is disapproved for the reasons listed below.
- Closed Applicant has withdrawn approved FPA/N

FPA/N Classification

Number of Years Granted on Multi-Year Request

- Class II  Class III  Class IVG  Class IVS
- 3 yrs  4 yrs  5 yrs

Conditions on Approval / Reasons for Disapproval

No additional conditions.

Issued By: Meg Wallmow Region: Pacific Cascade

Title: Forest Practices Forester Date: 01/26/2016

Copies to:  Landowner, Timber Owner and Operator.

Issued in person:  Landowner  Timber Owner  Operator By: \_\_\_\_\_



**Appeal Information**

You have thirty (30) days to appeal this Decision and any related State Environmental Policy Act determinations to the Pollution Control Hearings Board in writing at the following addresses:

**Physical address: 1111 Israel Rd. SW, Ste 301, Tumwater, WA 98501**

**Mailing address: P.O. BOX 40903, OLYMPIA, WA 98504-0903**

Information regarding the Pollution Control Hearings Board can be found at: <http://www.eho.wa.gov/>

At the same time you file an appeal with the Pollution Control Hearings Board, also send a copy of the appeal to the Department of Natural Resources' region office and the Office of the Attorney General at the following addresses:

Office of the Attorney General  
Natural Resources Division  
1125 Washington Street SE  
PO Box 40100  
Olympia, WA 98504-0100

And

Department Of Natural Resources  
Pacific Cascade Region  
601 Bond Road  
PO Box 280  
Castle Rock, WA 98611

**Other Applicable Laws**

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

**Hydraulic Project Approval (HPA) (Chapter 77.55RCW and WAC 222-50-020(2))**

The Department of Fish and Wildlife (WDFW), as the jurisdictional agency issuing HPAs, has final authority for approving water crossing structures in Type S and F waters. WDFW continues to have authority on Type N waters and may exercise that authority on some Type N waters.

Notice: The HPA water crossing requirements supersede what is indicated on the FPA. Landowners are required by law to follow the provisions as directed on the HPA.

**Transfer of Forest Practices Application/Notification (WAC 222-20-010)**

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website: <http://www.dnr.wa.gov/businesspermits/forestpractices>. Notify DNR of new Operators within 48 hours.

**Continuing Forest Land Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)**

Obligations include reforestation, road maintenance and abandonment plans, conversions of forest land to non-forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest land obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forest land obligation, the seller must pay the buyer's costs related to continuing forest land obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forest land obligation against the seller.

Failure by the seller to send the required notice to the DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forest land obligation prior to sale.

**DNR affidavit of mailing:**

On this day <u>01/26/2016</u>	I placed in the United States mail at <u>Castle Rock</u> , WA,
(date mm/dd/yyyy)	(post office location)
postage paid, a true and accurate copy of this document, Notice of Decision EPA # <u>2931247</u>	
<u>Jacqui Spahr</u>	<u>Jacqui Spahr</u>
(Printed name)	(Signature)



## Silvicultural and Outdoor Burning

### Is Your Proposed Burning Regulated by DNR?

DNR regulates outdoor burning on all forest lands where DNR provides fire protection. DNR provides fire protection to approximately 12 million acres of undeveloped non-federal forest land across the state.

Forest land means any unimproved lands which have enough trees, standing or down, or flammable material, to constitute in the judgment of the department a fire menace to life or property. Sagebrush and grass areas east of the summit of the Cascade Mountains may be considered forest lands when such areas are adjacent to or intermingled with areas supporting tree growth.

Unimproved lands means those lands that will support grass, brush and tree growth, or other flammable material when such lands are not cleared or cultivated and, in the opinion of the department, are a fire menace to life and property.

Your property is within DNR protection if you pay or should pay a forest protection assessment as part of your property tax.

### Is Burning Allowed?

Burning on DNR protected lands may be allowed if:

- You are the landowner of the property where the burning will occur, or you have obtained written permission to burn on the property from the landowner or the landowner's designated representative, and
- Prohibited materials are not burned. Prohibited materials include: Garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, treated wood, metal or any substance other than natural vegetation, which when burned releases toxic emissions, dense smoke, or odors, and
- The burning will not occur within the boundary of an Urban Growth Area unless the purpose of burning is to improve or maintain fire dependent ecosystems for rare plants or animals.

### Do You Need a Burn Permit From DNR?

Burning that is regulated by DNR requires a burn permit UNLESS your burning meets the requirement of a "Rule Burn". For Information, please visit <http://www.dnr.wa.gov> and click on Fire Information and Prevention.

- If you have forest slash that was generated from timber harvest activities, and are considering burning as a method of disposal, it may require that you to apply for a **DNR burn permit**. Contact the PC Region Office if you have are unsure, or have any questions regarding your proposed burn.
- **DNR Forest Practice Permits** are not intended to be used for slash burning. You must have a valid **DNR Burn Permit** on site while burning forest slash debris.

## What is the Cost of a DNR Burn Permit?

DNR permit fees are based on the tonnage of forest material to be burned. The fee schedule is provided in WAC 332-24-221.

## Know the laws and rules before you burn.

If you plan to burn, it is your responsibility to know the rules.

- For state laws governing DNR regulated burning see Chapter 76.04 RCW
- For DNR administrative rules see Chapter 332-24 WAC.

## How do you apply for a burn permit?

You must complete the appropriate burn permit application (see choices below) and submit the application including the permit fee to the DNR Region Office with jurisdiction for the county where the burning will occur.

### Burn Permit Applications:

#### **Application – Short Form (Permit Fee is \$105.50)**

Use this application if you are requesting a permit to burn:

- piled forest material, and
- The piled forest material is generated from an area that is ten acres or less in size.

#### **Application – Long Form (Permit Fee is based on landowner calculated tonnage)**

Use this application if you are requesting a permit to burn:

- piled forest material generated from an area that is greater than ten acres in size, or
- you plan to conduct a “broadcast burn” or “understory burn”

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### **For More Information Please Call:**

#### **Pacific Cascade Region**

**Pacific Cascade Region**

**601 Bond Road, Castle Rock 98611-0280**

**360-575-5089**

Counties Included:

Clark, Cowlitz, Lewis, Grays Harbor (south portion),  
Pacific, Skamania, Thurston, and Wahkiakum



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: July 15, 2014  
Project End Date: July 14, 2019

Permit Number: 2014-5-3+01  
FPA/Public Notice Number: N/A  
Application ID: 142

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Lewis County Public Works ATTENTION: Ann Weckback 2025 NE Kresky Ave Chehalis, WA 98532-2308	

**Project Name:** 5 Year Maintenance for Water Crossing Structures on Non-Fishbearing Streams

**Project Description:** Lewis County request coverage for the repair/replacement of water crossing structures over or adjacent to non-fishbearing waters as determined by DNR hydro layer mapping or the WDFW Area Habitat Biologist. Repair work may include the following: inlet/outlet repair; placement of riprap material at inlet/outlet and extension of existing culvert at the inlet/outlet. County maintenance crews or a Contractor will repair/replace the existing water crossing structures within tributaries of the following drainages: Nisqually drainage, Deschutes drainage, Upper Chehalis drainage, and Cowlitz drainage. All work will take place within the County right of way.

## PROVISIONS

1. The project may begin July 15, 2014 and shall be completed by July 14, 2019.
2. Work below the ordinary high water line shall only occur between June 15 and September 30.
3. The culvert shall consist of a single barrel.
4. Approach material shall be structurally stable and be composed of material that, if eroded into the stream, shall not be detrimental to fish life.
5. The culvert width at the streambed shall be equal to or greater than the average width of the streambed.
6. The width between the culvert footings for a bottomless culvert shall be equal to or greater than the average width of the streambed.
7. Footings of the bottomless culvert shall be buried sufficiently deep so they will not become exposed by scour within the culvert.
8. The culvert shall be installed to maintain structural integrity to the 100-year peak flow with consideration of the debris likely to be encountered.
9. Fill associated with the culvert installation shall be protected from erosion to the 100-year peak flow.
10. The culvert shall be installed and maintained to avoid inlet scouring and to prevent erosion of stream banks downstream of the project.
11. The culvert shall be installed in the dry or in isolation from the stream flow by the installation of a bypass flume or culvert, or by pumping the stream flow around the work area.
12. Equipment used for this project may operate below the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) shall not enter or operate below the ordinary high water line.



## HYDRAULIC PROJECT APPROVAL

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Issued Date: July 15, 2014

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FPA/Public Notice Number: N/A

Application ID: 142

13. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.
14. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.
15. Wastewater from project activities and water removed from within the work area shall be routed to an area landward of the ordinary high water line to allow removal of fine sediment and other contaminants prior to being discharged to the stream.
16. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.
17. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.
18. Bank protection work shall be restricted to work necessary to protect the culvert crossing or inlet / outlet.
19. Bank protection material shall be clean, angular rock, and shall be installed to withstand 100-year peak flows. River gravels or other round cobbles shall not be used as exterior armor.
20. Bank protection material shall not constrict the flow and cause any appreciable increase (not to exceed 0.2 feet) in backwater elevation (calculated at the 100-year flood) or channel-wide scour, and shall be aligned to cause the least effect on the hydraulics of the stream.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: July 15, 2014  
Project End Date: July 14, 2019

Permit Number: 2014-5-3+01  
FPA/Public Notice Number: N/A  
Application ID: 142

LOCATION #1: , , WA						
WORK START: July 15, 2014				WORK END: July 14, 2019		
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
						Lewis
<u>Location #1 Driving Directions</u>						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



## HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: July 15, 2014

Permit Number: 2014-5-3+01

Project End Date: July 14, 2019

FPA/Public Notice Number: N/A

Application ID: 142

**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. A minor modification to the required work timing means up to a one-week deviation from the timing window in the HPA when there are no spawning or incubating fish 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. Minor modifications do not require you to pay additional application fees or be issued a new HPA. 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 do not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Include the HPA number and a description of the requested change and 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](mailto:HPAapplications@dfw.wa.gov). Do not include payment with your request. You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must pay an additional \$150 for the major modification. If you did not pay an application fee for the original HPA, no fee is required for a change to it. 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 do not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Include the HPA number, check, and a descriptor of the requested change. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. 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 220-110-340 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: July 15, 2014  
Project End Date: July 14, 2019

Permit Number: 2014-5-3+01  
FPA/Public Notice Number: N/A  
Application ID: 142

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-110-350 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

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Habitat Biologist            Scott.Brummer@dfw.wa.gov  
Scott Brummer            360-785-0472

for Director  
WDFW





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**LEWIS COUNTY – STATE ENVIRONMENTAL POLICY ACT  
THRESHOLD DETERMINATION  
DETERMINATION OF NONSIGNIFICANCE (DNS)**

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**LEAD AGENCY:** Lewis County--Community Development Department

**PROPONENT:** Lewis County – Department of Public Works

**FILE NUMBERS:** SEP15-0003

**DESCRIPTION OF PROPOSAL:** Highway 603 Stabilization Project to improve horizontal alignment, widen and reconstruct the roadway base, add safety improvements and overlay with hot mix asphalt along Highway 603 from MP 11.7 to MP 13.43. The project area encompasses approximately 45.62 acres of which 14.42 acres are dedicated to staging. The realignment of Highway 603 will result in the filling and grading of wetlands, jurisdictional drainages and their buffers. Additional impacts will occur due to the installation of detention ponds and the replacement of culverts. These activities will result in permanent, unavoidable impacts to 0.044 acres of existing wetland, 0.016 acres of wetland buffer, 0.025 acres of jurisdictional drainages and 0.392 acres of jurisdictional drainage buffer. A wetland mitigation report is on file with the County.

**LOCATION OF PROPOSAL:** The project is located at along Highway 603 between MP 11.7 and MP 13.43 just north of the City of Winlock in Lewis County. Within Sections 16, 21 and 28, Township 12N, Range 02W, WM.


**THRESHOLD DETERMINATION:**

The lead agency for this proposal has determined that it does not have a probable, significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by Lewis County of a completed environmental checklist and other information on file with this agency and such information is adopted herein by reference. This information is available for public review upon request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the issue date below. Comments may be submitted during the 14 day period.

**Responsible Official:** **Lee Napier, Director**  
Lewis County Community Development  
2025 NE Kresky Avenue  
Chehalis, Washington 98532

**Contact Person:** **Karen A. Witherspoon, AICP, Senior Project Planner**

  
for Responsible Official

**Date of Issue:** **December 23, 2015**

*This SEPA determination may be appealed to the Lewis County Hearings Examiner until close of business on January 13, 2016. Appellants should be prepared to make **specific factual objections**. Details regarding the appeal procedure may be obtained from the Responsible Official.*





REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
SEATTLE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 3755  
SEATTLE, WASHINGTON 98124-3755  
MAY 29 2015

Regulatory Branch

Ms. Ann Weckback  
Lewis County Public Works  
2025 Northeast Kresky Avenue  
Chehalis, Washington 98532

Reference: NWS-2015-18  
Lewis County Public Works

Dear Ms. Weckback:

We have reviewed your application to improve 1.73 miles of Highway 603 near Winlock, Lewis County, Washington. The work would include placing fill material into 0.044 acre of roadside wetlands and impacting 0.025 acre of unnamed tributaries to Olequa Creek. Based on the information you provided to us, Nationwide Permit (NWP) 14, *Linear Transportation Projects* (Federal Register February 21, 2012, Vol. 77, No. 34), authorizes your proposal as depicted on the enclosed drawings dated August 29, 2014, provided you implement the *Wetland Mitigation Report (Highway 603 Stabilization)* dated November 20, 2014.

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. You shall implement and abide by the *Wetland Mitigation Report (Highway 603 Stabilization)* dated November 20, 2014, and obtain mitigation bank credits from the Chehalis Basin Mitigation Bank in accordance with Sections 9 and 10 of the Bank Use Plan.
- b. You shall obtain from the Chehalis Basin Mitigation Bank sponsor documentation of the completed mitigation bank transaction. You shall submit to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch documentation on the completed mitigation bank transaction prior to performing work in waters of the United States authorized by this permit. All submittals must prominently display the reference number NWS-2015-18.

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.



We are unable to determine whether or not your project requires individual Water Quality Certification (WQC) and a Coastal Zone Management (CZM) consistency determination response from the Washington State Department of Ecology (Ecology). Before you may proceed with the work authorized by this NWP, you must contact Ecology regarding these requirements at: Washington Department of Ecology, Federal Permit Coordinator, P.O. Box 47600, Olympia, Washington 98504-7660; telephone: (360) 407-6068; or email: [ecyrefedpermits@ecy.wa.gov](mailto:ecyrefedpermits@ecy.wa.gov).

If more than 180 days pass from when you provide Ecology a copy of this letter and request your individual WQC and CZM consistency determination concurrence review, your requirement to obtain an individual WQC and CZM consistency determination response becomes waived. You may then proceed to construction.

We have prepared and enclosed a *Preliminary Jurisdictional Determination (JD)* dated April 8, 2015, which is a written indication that wetlands and waterways within your project area may be waters of the U.S. Such waters will be treated as jurisdictional waters of the U.S. for purposes of computation of impact area and compensatory mitigation requirements associated with your permit application. If you believe the Preliminary JD is inaccurate, you may request an Approved JD, which is an official determination regarding the presence or absence of waters of the United States. If one is requested, please be aware that we may require the submittal of additional information to complete an approved JD and work authorized in this letter may not occur until the approved JD has been finalized.

Our verification of this NWP authorization is valid until March 18, 2017, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2017, you will have until March 18, 2018, 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. 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* form. 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 form. This form and information about our program is available on our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil) select "Regulatory Branch, Permit Information" and then "Contact Us."

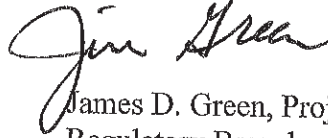
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If you have any questions, please contact me at [james.d.green@usace.army.mil](mailto:james.d.green@usace.army.mil) or (206) 316-3037.

Sincerely,

A handwritten signature in cursive script that reads "Jim Green".

James D. Green, Project Manager  
Regulatory Branch

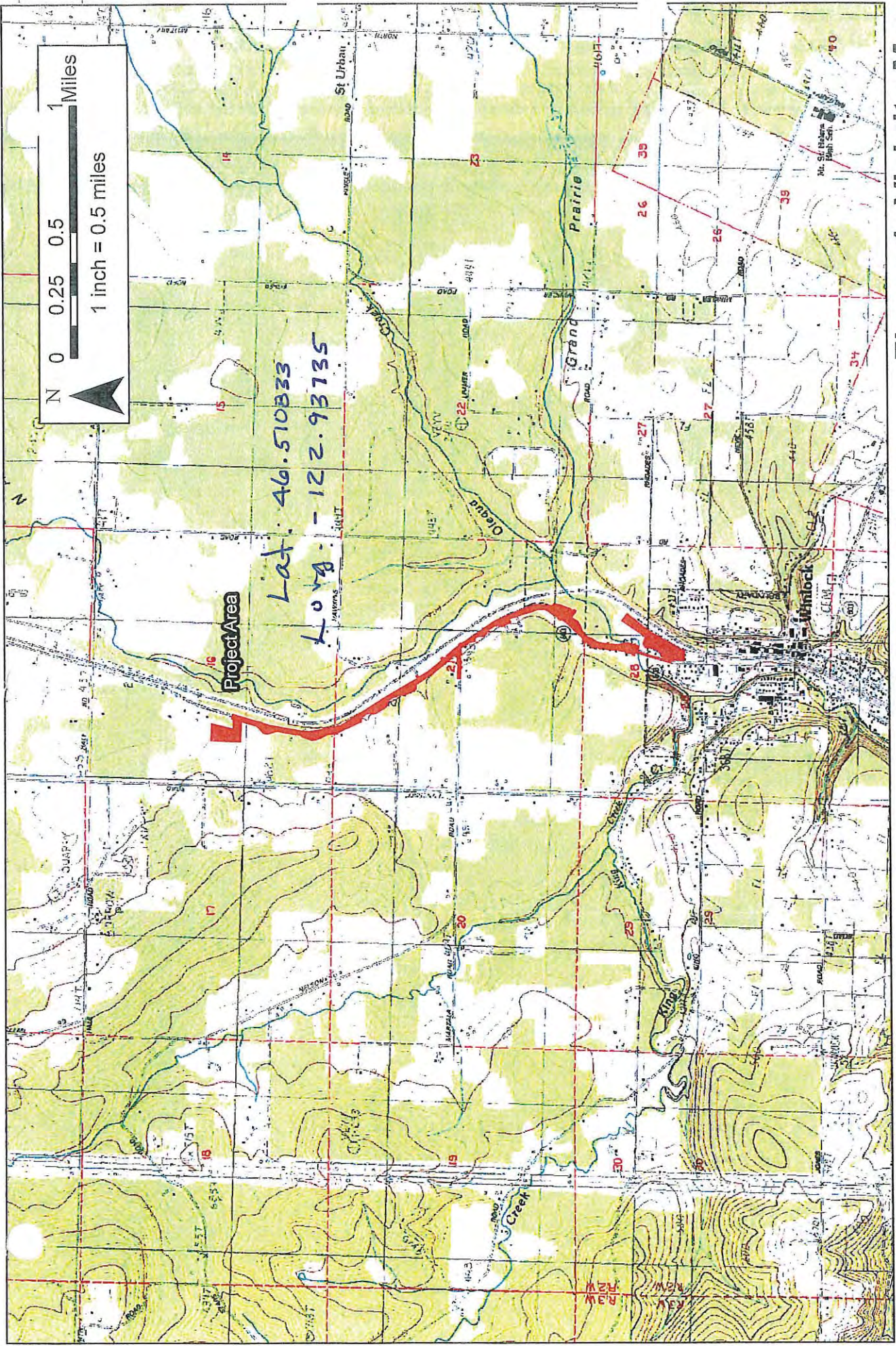
Enclosures



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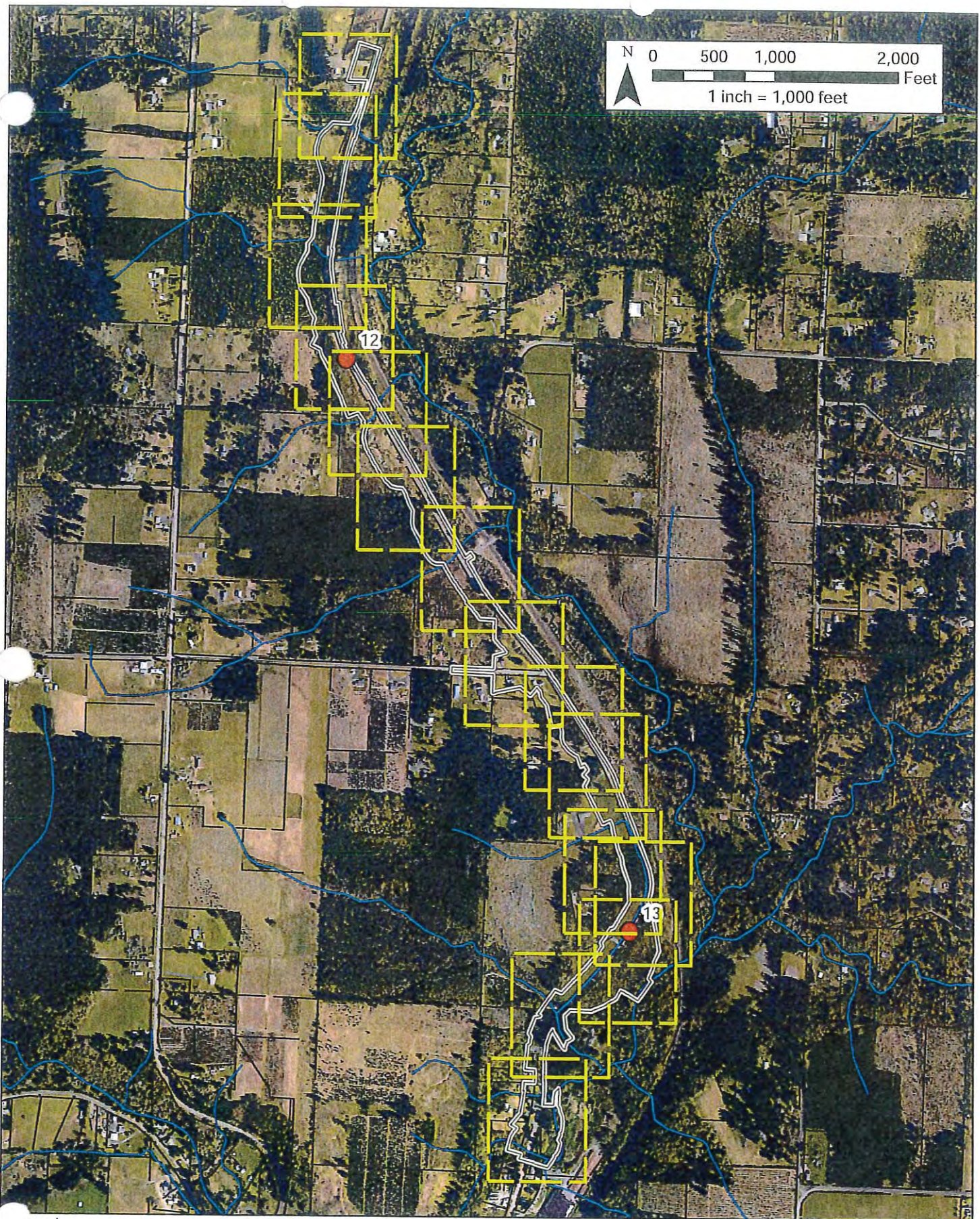


**Figure 1: Vicinity Map**  
 Highway 603 Stabilization Project  
 Section 21, Township 12 North, Range 2 West

NWS-2015-18  
 Sheet 1 of 16

29 Aug 14





N 0 500 1,000 2,000 Feet  
1 inch = 1,000 feet

- end
- Study Area Boundary
- DNR Mapped Rivers and Streams
- Parcels
- Mileposts

Figure 2 Index of Wetlands and Waters Maps

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Sheet 2 of 16

Highway 603 Stabilization - CRP 2144  
Delineation of Waters of the US  
Section 21, Township 12 N, Range 2 W

29 Aug 14





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- Study Area Boundary
- Delineated Wetland
- Wetland Buffer
- Permanent Wetland Impact
- Delineated Jurisdictional Drainage
- Permanent JD Impact
- Buffer of Jurisdictional Drainage
- Permanent JD Buffer Impact
- DNR Mapped Rivers and Streams
- Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

Figure 3A Wetlands and Waters Impact Map

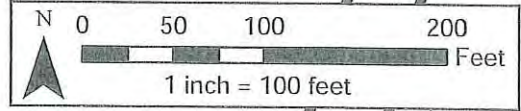
Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

August 29, 2014

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015171003004



Intermittent Stream 1  
0.014 ac.  
75 ft Buffer

Wetland A  
(Category IV Wetland)  
0.124 ac.  
Wetland Buffer 40 ft

015171003003

BNSF ROW

015172000000

NWS-2015-18

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### Figure 3B Wetlands and Waters Impact Map

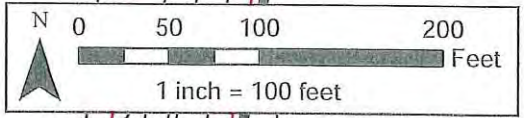
Highway 603 Stabilization - CRP 2144  
Delineation of Waters of the US  
Section 21, Township 12 N, Range 2 W

August 29, 2014

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Intermittent Stream 2  
 0.028 ac.  
 Permanent JD Impact 0.009 ac.  
 75 ft Buffer  
 Permanent JD Buffer Impact 0.107 ac.

015172000000

BNSF ROW

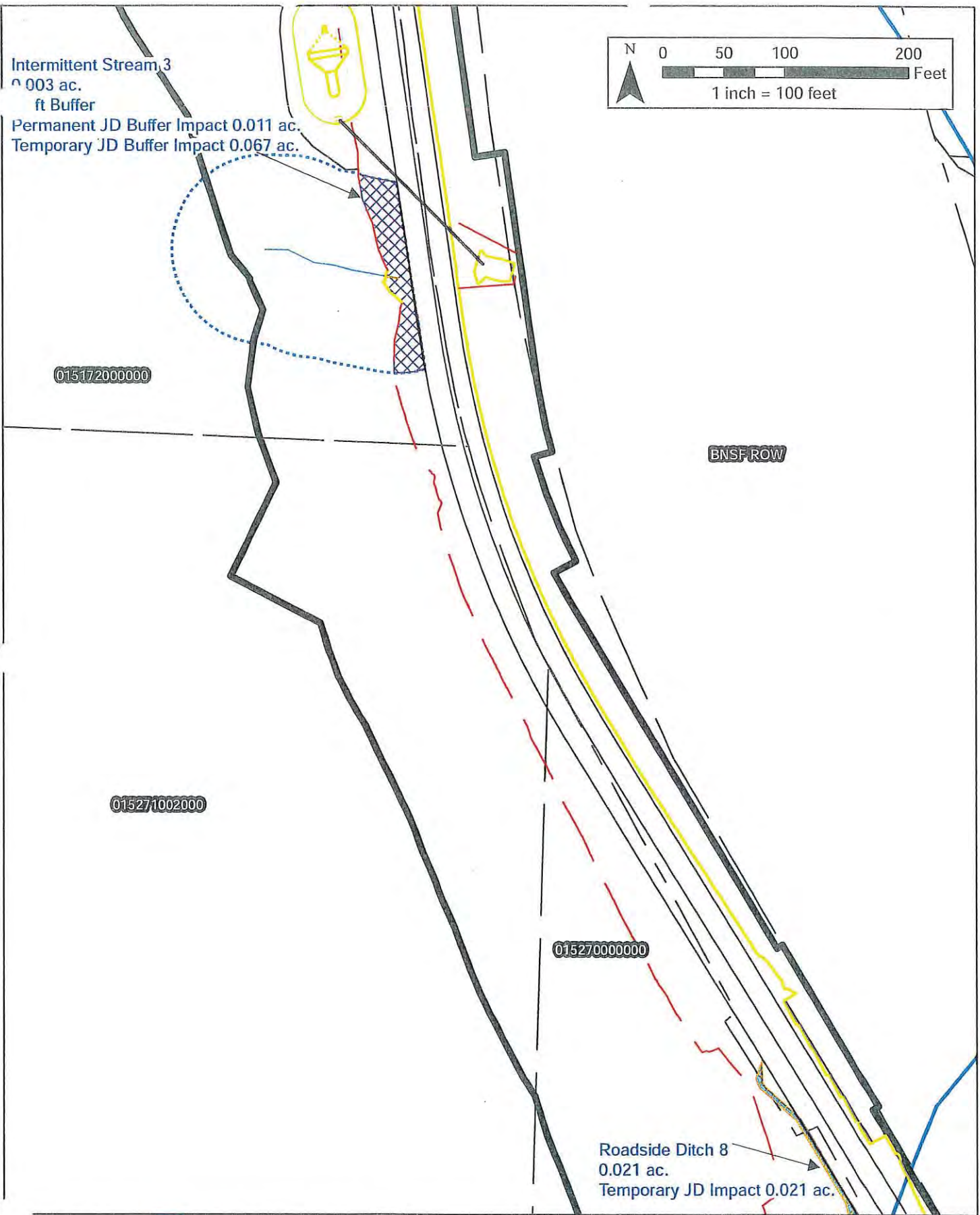
Intermittent Stream 3  
 0.003 ac.  
 75 ft Buffer  
 Permanent JD Buffer Impact 0.011 ac.  
 Temporary JD Buffer Impact 0.067 ac.

015270000000

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**Figure 3C Wetlands and Waters Impact Map**  
 Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W





- Study Area Boundary
- Delineated Wetland
- Wetland Buffer
- Wetland Impacts
- Delineated Jurisdictional Drainage
- Buffer of Jurisdictional Drainage
- JD Impacts
- JD Buffer Impacts
- Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading
- DNR Mapped Rivers and Streams

Figure 3D Wetlands and Waters Impact Map

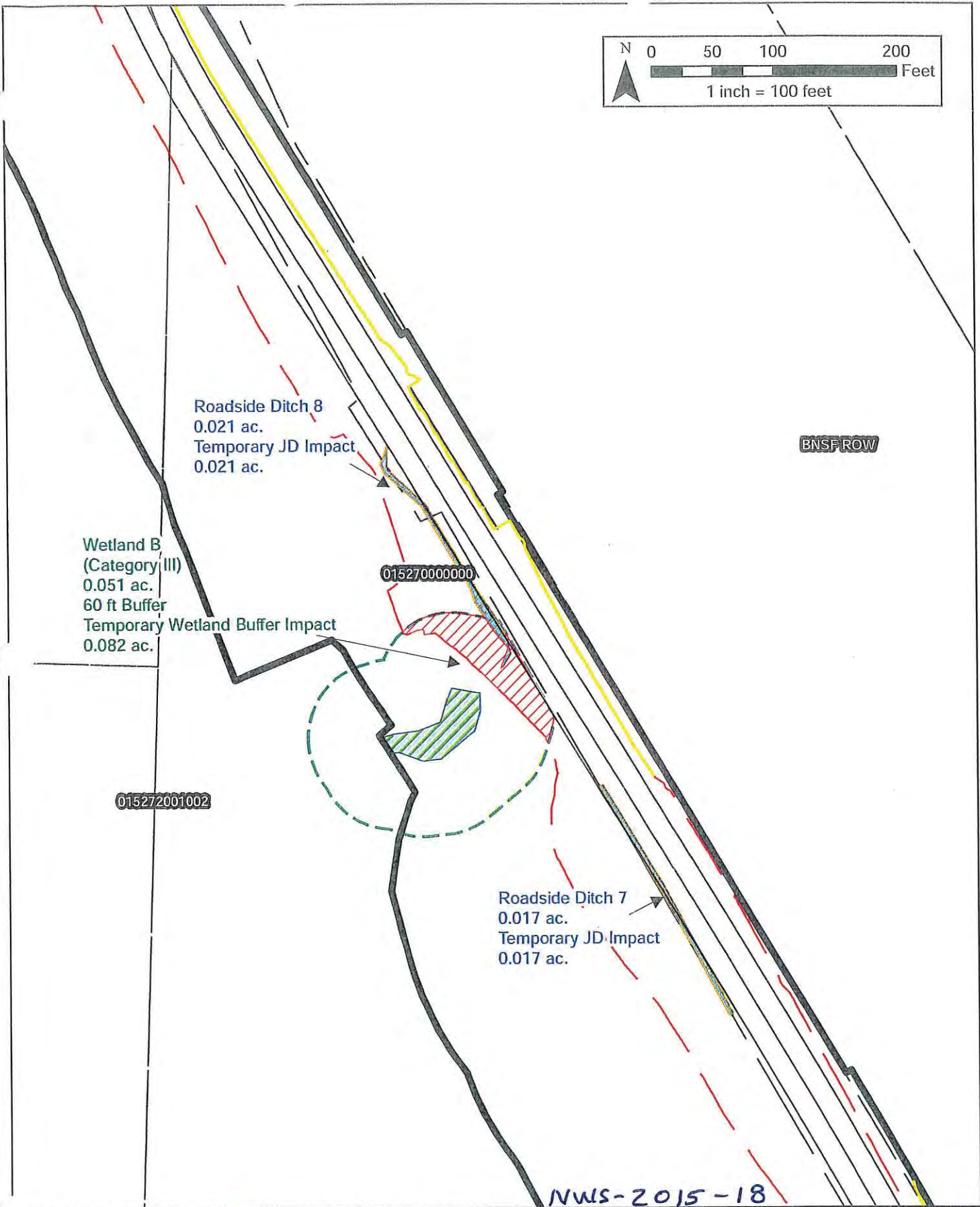
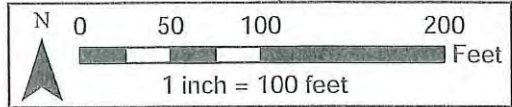
Highway 603 Stabilization - CRP 2144  
Delineation of Waters of the US  
Section 21, Township 12 N, Range 2 W

NWS-2015-18

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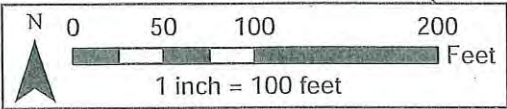


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Figure 3E Wetlands and Waters Impact Map

Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W





Roadside Ditch 7  
0.017 ac.  
Temporary JD Impact 0.017 ac.

BNSF ROW

015270000000

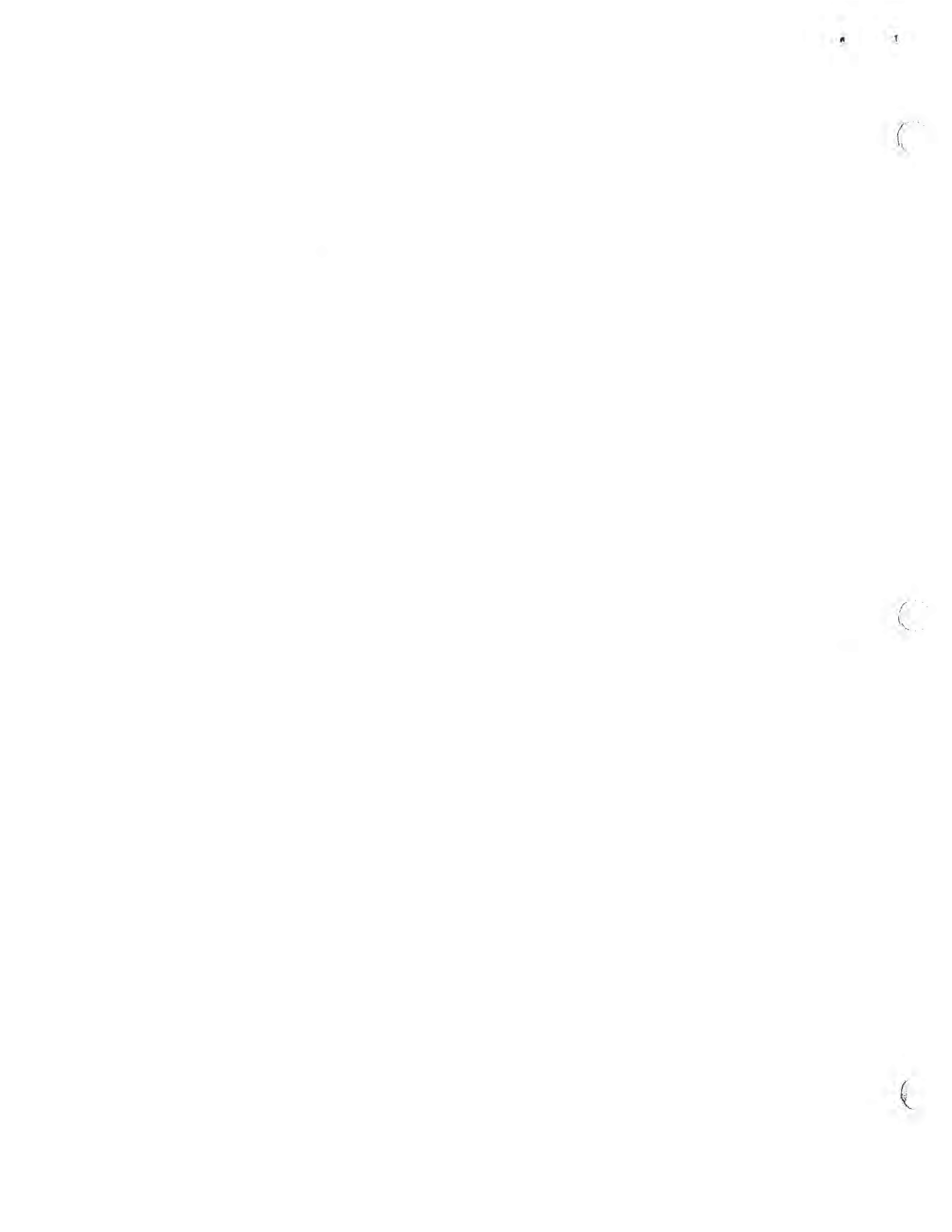
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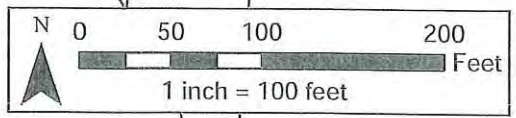
NWIS-2015-18

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|------------------------------------|-----------------------------------|--------------------|
| Study Area Boundary                | Permanent JD Impact               | Parcels            |
| Delineated Wetland                 | Temporary JD Impact               | Proposed Alignment |
| Wetland Buffer                     | Buffer of Jurisdictional Drainage | Cut Line           |
| Permanent Wetland Impact           | Permanent JD Buffer Impact        | Fill Line          |
| Delineated Jurisdictional Drainage | Temporary JD Buffer Impact        | Pond Grading       |

**Figure 3F Wetlands and Waters Impact Map**  
Highway 603 Stabilization - CRP 2144  
Delineation of Waters of the US  
Section 21, Township 12 N, Range 2 W







BNSF ROW

Intermittent Stream 4  
 0.002 ac.  
 75 ft Buffer  
 Permanent JD Buffer Impact 0.007 ac.

Wetland C  
 (Category IV)  
 0.024 ac.  
 Permanent Wetland Impact 0.001 ac.  
 Temporary Wetland Impact 0.009 ac.  
 Wetland Buffer 50 ft  
 Permanent Wetland Buffer Impact 0.016 ac.  
 Temporary Wetland Buffer Impact 0.017 ac.

015272001002

015273002003

015273002004

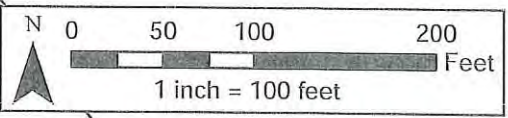
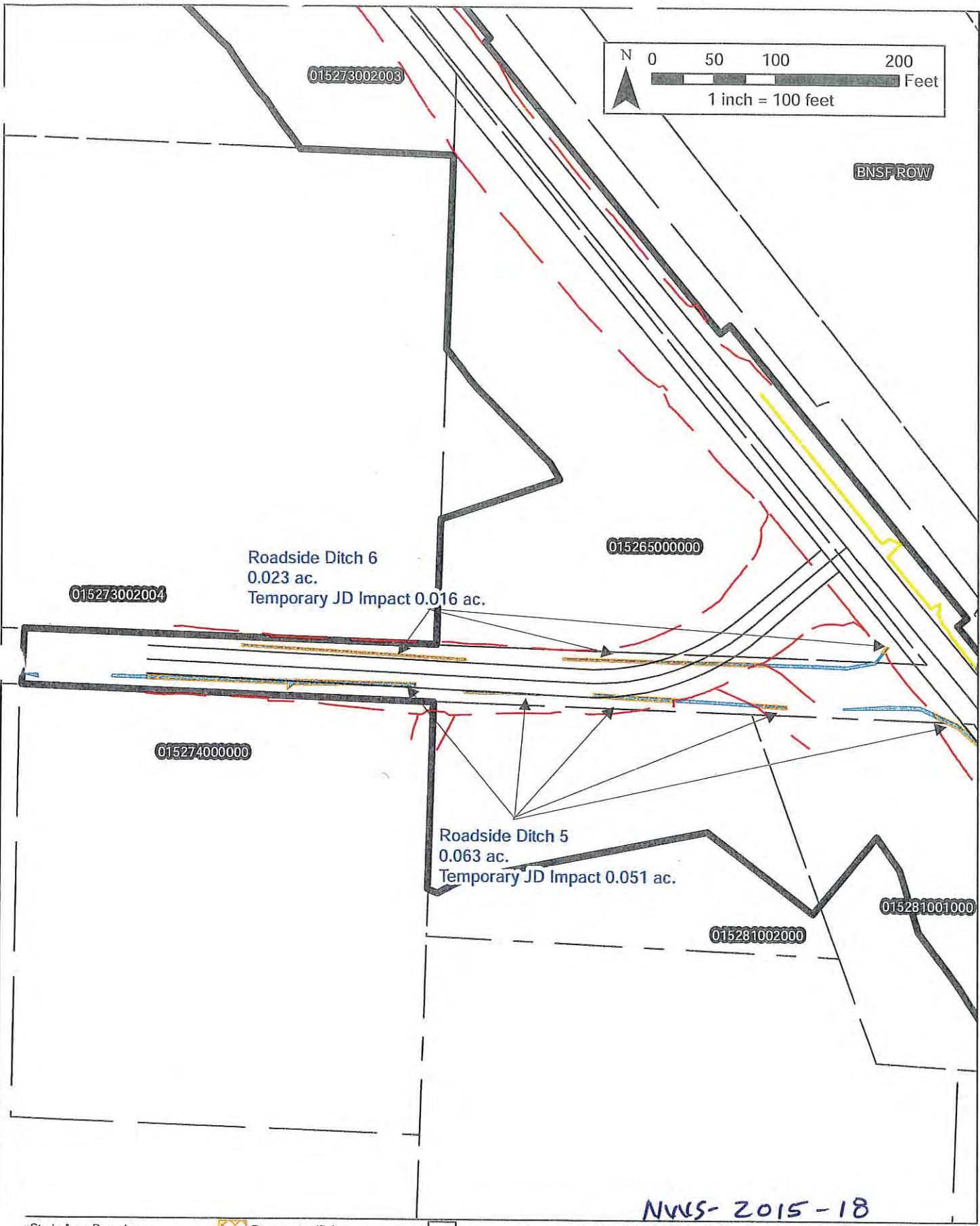
- ▲ Study Area Boundary
- ▨ Delineated Wetland
- ▨ Permanent Wetland Impact
- ▨ Temporary Wetland Impact
- ▨ Wetland Buffer
- ▨ Permanent Wetland Buffer Impact
- ▨ Temporary Wetland Buffer Impact
- ▨ Delineated Jurisdictional Drainage
- ▨ Buffer of Jurisdictional Drainage
- ▨ Permanent JD Buffer Impact
- ▭ Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

Figure 3G Wetlands and Waters Impact Map

Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

NWS-2015-18





Roadside Ditch 6  
0.023 ac.  
Temporary JD Impact 0.016 ac.

Roadside Ditch 5  
0.063 ac.  
Temporary JD Impact 0.051 ac.

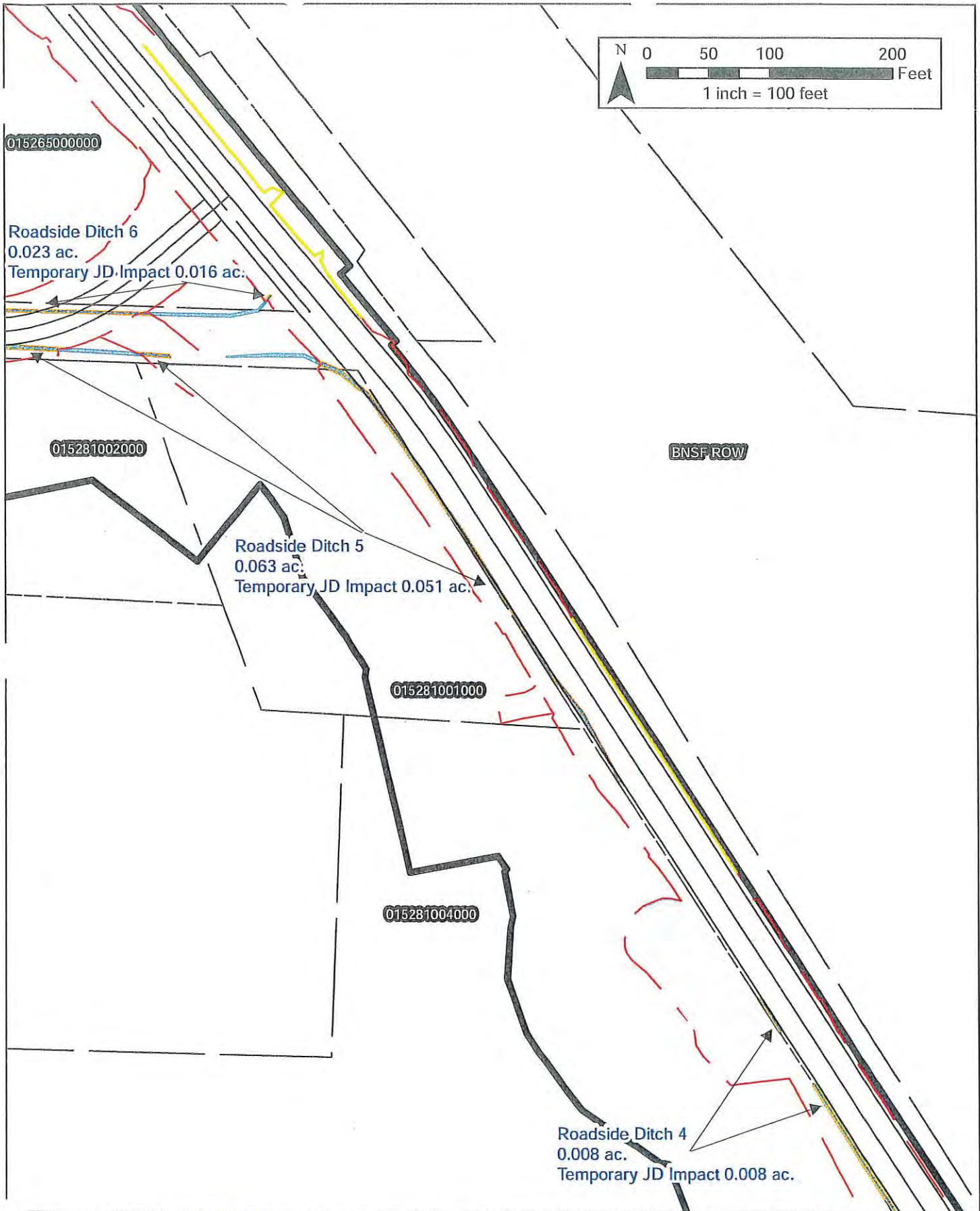
NWIS-2015-18

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|------------------------------------|-----------------------------------|--------------------|
| Study Area Boundary                | Permanent JD Impact               | Parcels            |
| Delineated Wetland                 | Temporary JD Impact               | Proposed Alignment |
| Wetland Buffer                     | Buffer of Jurisdictional Drainage | Cut Line           |
| Permanent Wetland Impact           | Permanent JD Buffer Impact        | Fill Line          |
| Delineated Jurisdictional Drainage | Temporary JD Buffer Impact        | Pond Grading       |

**Figure 3H Wetlands and Waters Impact Map**  
Highway 603 Stabilization - CRP 2144  
Delineation of Waters of the US  
Section 21, Township 12 N, Range 2 W

29 Aug 14  
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- Study Area Boundary
- ▨ Delineated Wetland
- ▨ Wetland Buffer
- ▨ Permanent Wetland Impacts
- ▨ Delineated Jurisdictional Drainage
- ▨ Permanent JD Impact
- ▨ Temporary JD Impact
- ▨ Buffer of Jurisdictional Drainage
- ▨ Permanent JD Buffer Impact
- ▨ Temporary JD Buffer Impact
- ▭ Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

**Figure 31 Wetlands and Waters Impact Map**

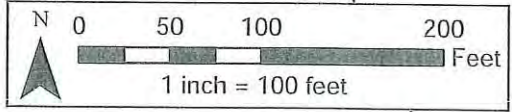
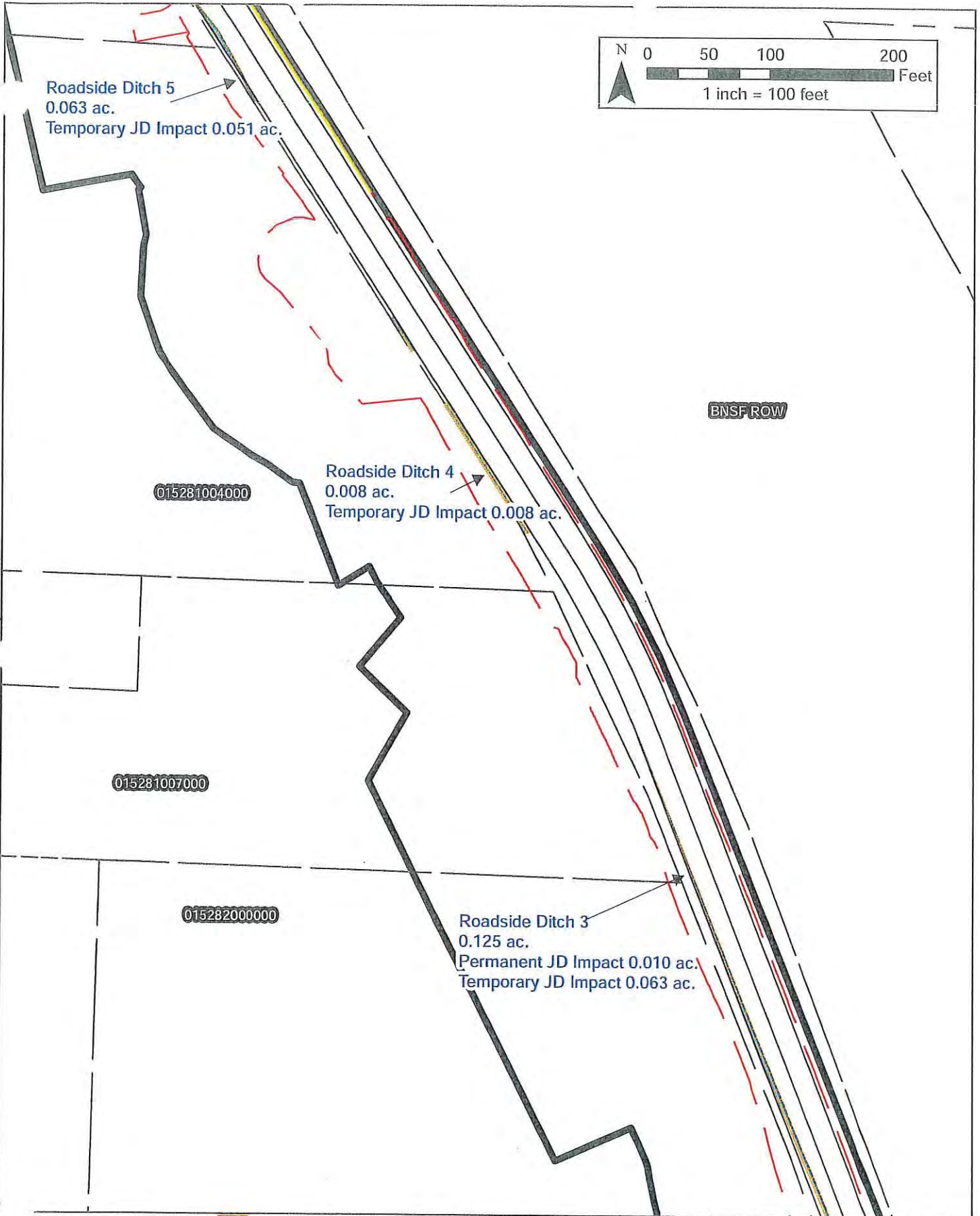
Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

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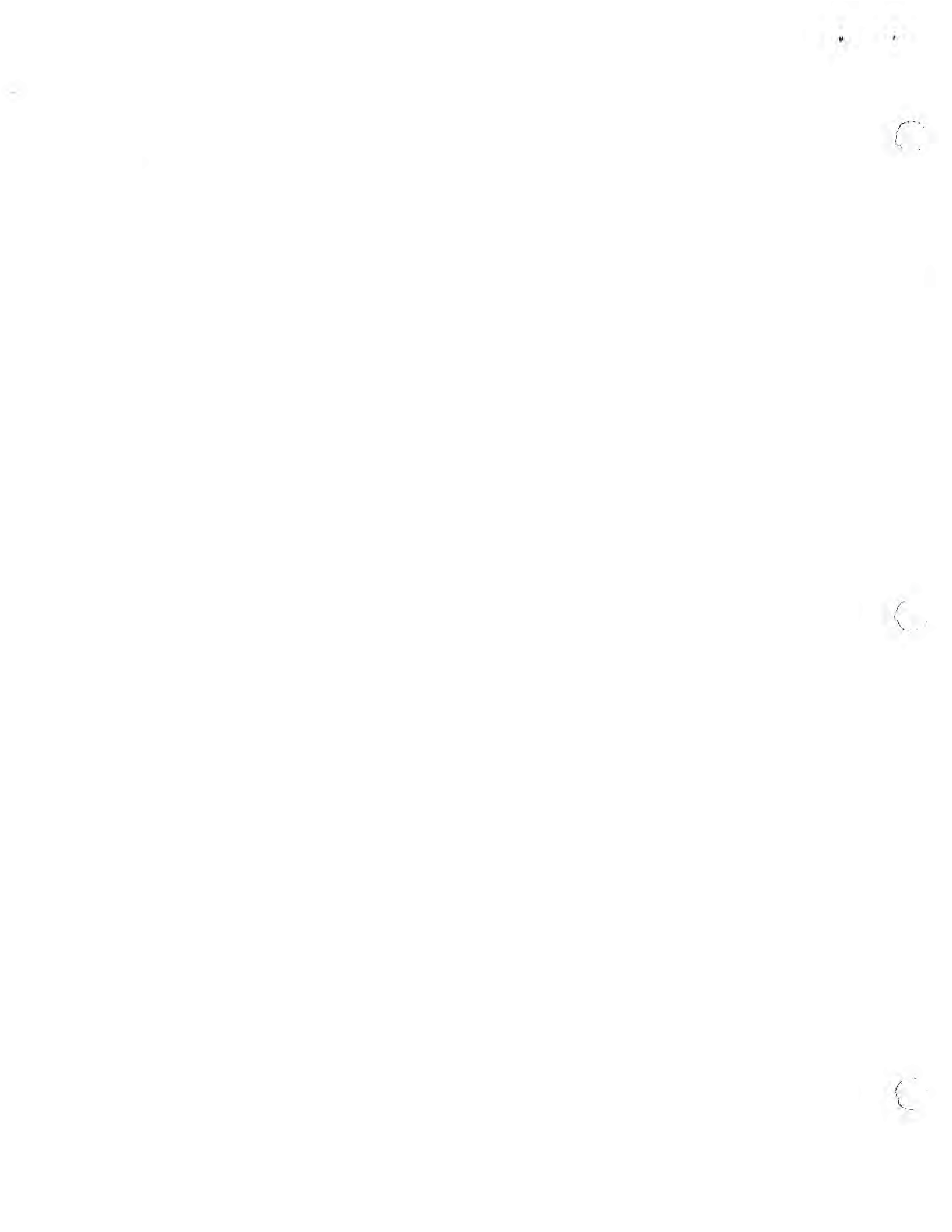


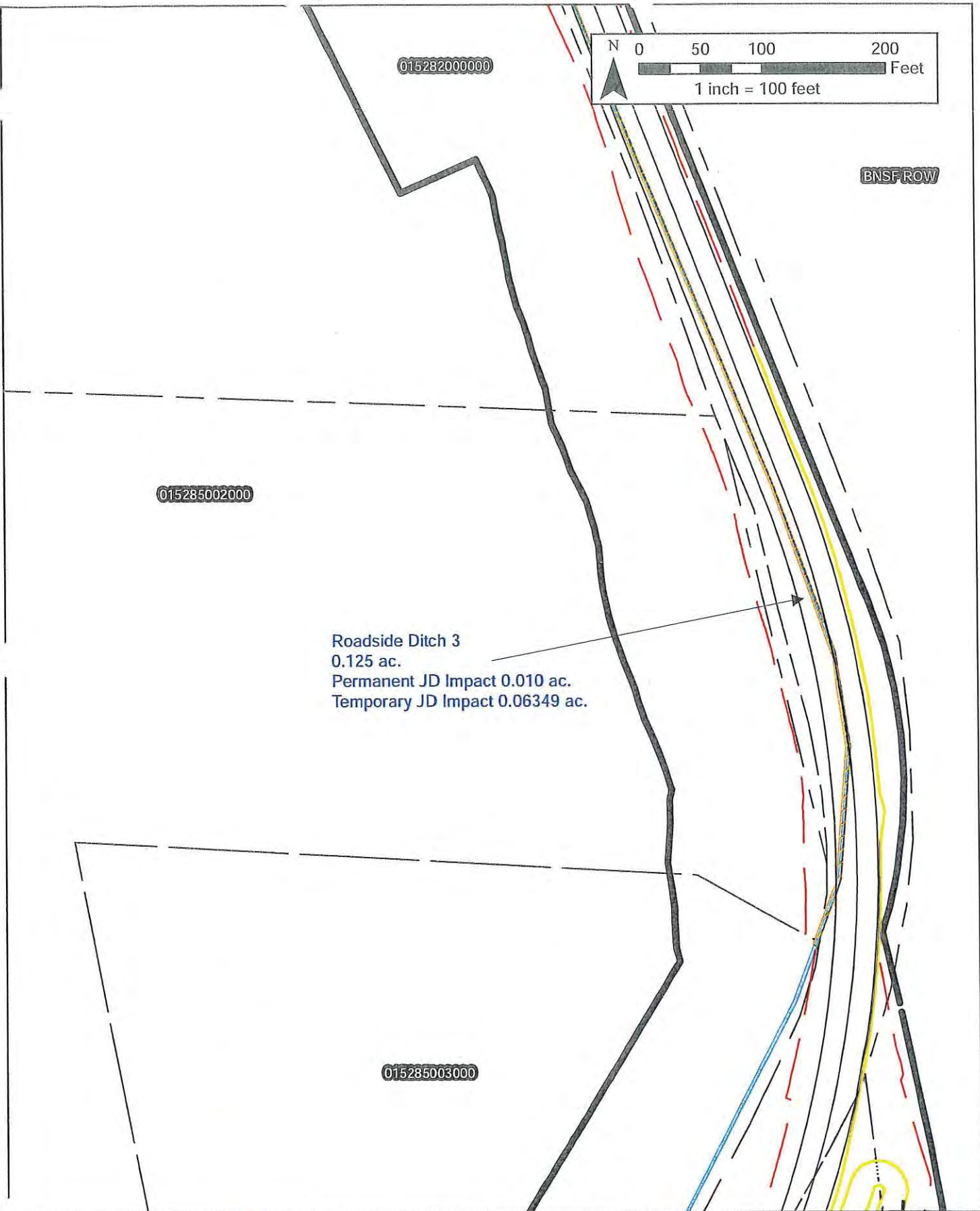
- Study Area Boundary
- Delineated Wetland
- Wetland Buffer
- Permanent Wetland Impact
- Delineated Jurisdictional Drainage
- Permanent JD Impact
- Temporary JD Impact
- Buffer of Jurisdictional Drainage
- Permanent JD Buffer Impact
- Temporary JD Buffer Impact
- Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

**Figure 3J Wetlands and Waters Impact Map**  
Highway 603 Stabilization - CRP 2144  
Delineation of Waters of the US  
Section 21, Township 12 N. Range 2 W

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Sheet 12 of 16







Roadside Ditch 3  
 0.125 ac.  
 Permanent JD Impact 0.010 ac.  
 Temporary JD Impact 0.06349 ac.

- Study Area Boundary
- ▨ Delineated Wetland
- ▨ Wetland Buffer
- ▨ Permanent Wetland Impact
- ▨ Delineated Jurisdictional Drainage
- ▨ Permanent JD Impact
- ▨ Temporary JD Impact
- ▨ Buffer of Jurisdictional Drainage
- ▨ Permanent JD Buffer Impact
- ▨ Temporary JD Buffer Impact
- ▭ Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

Figure 3K Wetlands and Waters Impact Map

Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

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015285003000

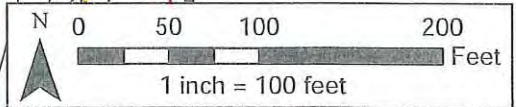
Roadside Ditch 3  
0.125 ac.

015285002000

BNSF ROW

006400003000

015397000000



Perennial Stream 1  
(Olequa Creek)  
0.732 ac.  
250 ft Buffer  
Permanent JD Buffer Impact  
0.472 ac.  
Temporary JD Buffer Impact  
0.165 ac.

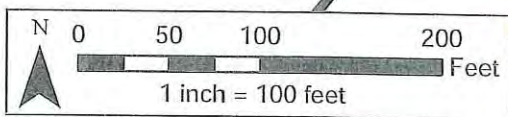
NWS-2015-18

- Study Area Boundary
- Delineated Wetland
- Wetland Buffer
- Permanent Wetland Impact
- Delineated Jurisdictional Drainage
- Permanent JD Impact
- Temporary JD Impact
- Buffer of Jurisdictional Drainage
- Permanent JD Buffer Impact
- Temporary JD Buffer Impact
- Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

**Figure 3L Wetlands and Waters Impact Map**  
 Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

29 Aug 14  
 Sheet 14 of 16





015285002000

Roadside Ditch 3  
 0.125 ac.  
 Permanent JD Impact 0.010 ac.  
 Temporary JD Impact 0.063 ac.

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015401002001

Perennial Stream 2  
 0.041 ac.  
 200 ft Buffer  
 Permanent JD Buffer Impact 0.105 ac.  
 Temporary JD Buffer Impact 0.026 ac.

015394000000

Wetland E  
 (Category III Wetland)  
 0.003 ac.  
 Wetland Buffer 80 ft

015397000000

- |                                    |                                   |                    |
|------------------------------------|-----------------------------------|--------------------|
| Study Area Boundary                | Permanent JD Impact               | Parcels            |
| Delineated Wetland                 | Temporary JD Impact               | Proposed Alignment |
| Wetland Buffer                     | Buffer of Jurisdictional Drainage | Cut Line           |
| Permanent Wetland Impacts          | Permanent JD Buffer Impact        | Fill Line          |
| Delineated Jurisdictional Drainage | Temporary JD Buffer Impact        | Pond Grading       |

**Figure 3M Wetlands and Waters Impact Map**

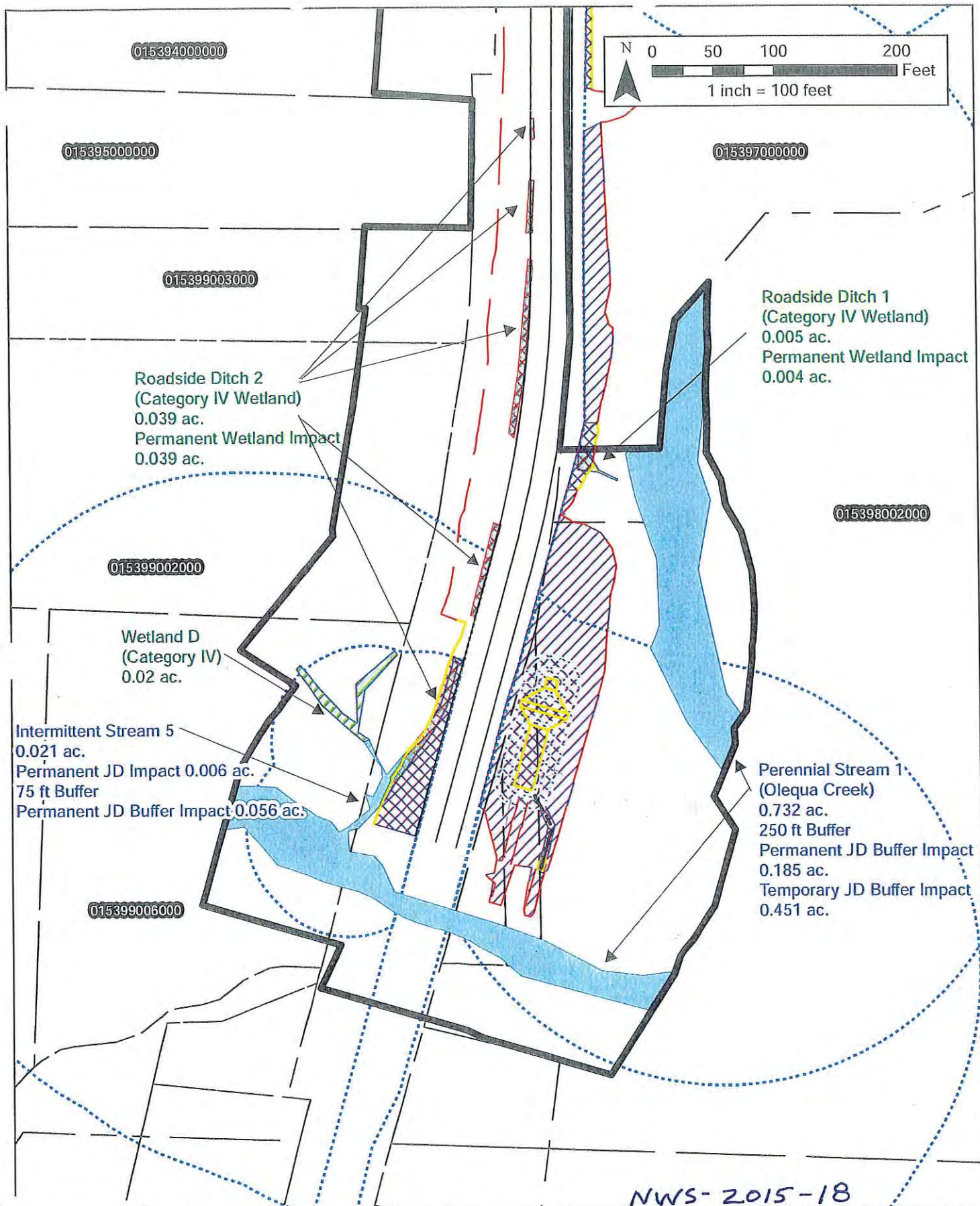
Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

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NWS-2015-18

- Study Area Boundary
- Delineated Wetland
- Wetland Buffer
- Permanent Wetland Impacts
- Delineated Jurisdictional Drainage
- Permanent JD Impact
- Temporary JD Impact
- Buffer of Jurisdictional Drainage
- Permanent JD Buffer Impact
- Temporary JD Buffer Impact
- Parcels
- Proposed Alignment
- Cut Line
- Fill Line
- Pond Grading

Figure 3N Wetlands and Waters Impact Map

Highway 603 Stabilization - CRP 2144  
 Delineation of Waters of the US  
 Section 21, Township 12 N, Range 2 W

August 29, 2014



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US Army Corps  
of Engineers ®  
Seattle District

# NATIONWIDE PERMIT 14

## Terms and Conditions

Effective Date: June 15, 2012



- 
- A. Description of Authorized Activities
  - B. Corps National General Conditions for all NWP
  - C. Corps Seattle District Regional General Conditions
  - D. Corps Regional Specific Conditions for this NWP
  - E. State 401 Certification General Conditions
  - F. State 401 Certification Specific Conditions for this NWP
  - G. EPA 401 Certification General Conditions
  - H. EPA 401 Certification Specific Conditions for this NWP
  - I. Coastal Zone Management Consistency Response for this NWP
- 

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 authorization to be valid in Washington State.

### A. DESCRIPTION OF AUTHORIZED ACTIVITIES

14. Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

### B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

Note: 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. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. 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.

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 and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety 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. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency 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).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

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 Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(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 project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. 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 regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, 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) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The

district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed 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 may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). 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 and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. 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 (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, 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 NWP 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 NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP 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 adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. 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 minimal adverse effects on the aquatic environment. (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered. (3) 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) – (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)). (4) 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. (5) 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.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing 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 compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory 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.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

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 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 work 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 work and mitigation.

31. 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 in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that 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 (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 project; (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided 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); (4) 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 waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate; (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan. (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level. (2) For 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, for 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 intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, 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 (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse 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 NWP's, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are 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. (3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (4) Applicants are encouraged to provide the Corps 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. For a linear project, this determination will include an evaluation of the individual crossings 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 intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWP's 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. 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 assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any 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 no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan 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. NWP's do not grant any property rights or exclusive privileges.
4. NWP's do not authorize any injury to the property or rights of others.
5. NWP's do not authorize interference with any existing or proposed Federal project.

#### C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS

1. Aquatic Resources Requiring Special Protection. Activities resulting in a loss of waters of the United States in a mature forested wetland, bog, bog-like wetland, aspen-dominated wetland, alkali wetland, wetlands in a dunal system along the Washington coast, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons cannot be authorized by a NWP, except by the following NWP's:

- NWP 3 – Maintenance
- NWP 20 – Oil Spill Cleanup
- NWP 32 – Completed Enforcement Actions
- NWP 38 – Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWP's in any of the aquatic resources requiring special protection, you must submit a pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 (Pre-Construction Notification) and obtain written approval before commencing work.

2. Commencement Bay. The following NWP's may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 1 at [www.nws.usace.army.mil](http://www.nws.usace.army.mil), select Regulatory Permits then Permit Guidebook, then Nationwide Permits) requiring Department of the Army authorization:

- 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 Management Facilities

3. New Bank Stabilization Prohibition Areas 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 specific area identified on Figure 2 at [www.nws.usace.army.mil](http://www.nws.usace.army.mil), select Regulatory Permits then Permit Guidebook, then Nationwide Permits) cannot be authorized by a NWP.

4. Bank Stabilization. Any project including new or maintenance bank stabilization activities requires pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 for Pre-Construction Notification. This requirement does not apply to maintenance work exempt by 33 CFR 323.4 (a)(2). Each notification must also include the following information:

- a. Need for the work, including the cause of the erosion and the threat posed to structures, infrastructure, and/or public safety. The notification must also include a justification for the need to place fill or structures waterward of the line of the Corps' jurisdiction (typically, the ordinary high water mark or mean higher high water mark).

b. Current and expected post-project sediment movement and deposition patterns in and near the project area. In tidal waters, describe the location and size of the nearest bluff sediment sources (feeder bluffs) to the project area and current and expected post-project nearshore drift patterns in the project area.

c. Current and expected post-project habitat conditions, including the presence of fish, wildlife and plant species, submerged aquatic vegetation, spawning habitat, and special aquatic sites (e.g., vegetated shallows, riffle and pool complexes, or mudflats) in the project area.

d. In rivers and streams, an assessment of the likely impact of the proposed work on upstream, downstream and cross-stream properties (at a minimum the area assessed should extend from the nearest upstream bend to the nearest downstream bend of the watercourse). Discuss the methodology used for determining effects. The Corps reserves the right to request an increase in the reach assessment area to fully address the relevant ecological reach and associated habitat.

e. For new bank stabilization activities in rivers and streams, describe the type and length of existing bank stabilization within 300 feet up and downstream of the project area. In tidal areas, describe the type and length of existing bank stabilization within 300 feet along the shoreline on both sides of the project area.

f. Demonstrate the proposed project incorporates the least environmentally damaging practicable bank protection methods. These methods include, but are not limited to, the use of bioengineering, biotechnical design, root wads, large woody material, native plantings, and beach nourishment in certain circumstances. If rock must be used due to site erosion conditions, explain how the bank stabilization structure incorporates elements beneficial to fish. If the Corps determines you have not incorporated the least environmentally damaging practicable bank protection methods and/or have not fully compensated for impacts to aquatic resources, you must submit a compensatory mitigation plan to compensate for impacts to aquatic resources.

g. A planting plan using native riparian plant species unless the applicant demonstrates a planting plan is not appropriate or not practicable.

5. Crossings of Waters of the United States. Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts, requires pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 for Pre-Construction Notification. This requirement does not apply to maintenance work exempt by 33 CFR 323.4 (a)(2). Each notification must also include the following information:

- a. Need for the crossing.
- b. Crossing design criteria and design methodology.
- c. Rationale behind using the specific design method for the crossing.

6. Cultural Resources and Human Burials. Permittees must immediately stop work and notify the District Engineer within 24 hours if, during the course of conducting authorized work, human burials, cultural resources, or historic properties, as identified by the National Historic Preservation Act, are discovered. Failure to stop work in the area of discovery until the Corps can comply with the provisions of 33 CFR 325 Appendix C, the National Historic Preservation Act, and other pertinent laws and

regulations could result in a violation of state and federal laws. Violators are subject to civil and criminal penalties.

7. Essential Fish Habitat. An activity which may adversely affect essential fish habitat, as identified under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), may not be authorized by NWP until essential fish habitat requirements have been met by the applicant and the Corps. Non-federal permittees shall notify the District Engineer if essential fish habitat may be affected by, or is in the vicinity of, a proposed activity and shall not begin work until notified by the District Engineer that the requirements of the essential fish habitat provisions of the MSA have been satisfied and the activity is authorized. The notification must identify the type(s) of essential fish habitat (e.g., Pacific salmon, groundfish, and/or coastal-pelagic species) managed by a Fishery Management Plan that may be affected. Information about essential fish habitat is available at [www.nwr.noaa.gov/](http://www.nwr.noaa.gov/).

8. Vegetation Protection and Restoration. Permittees must clearly mark all construction area boundaries before beginning work. The removal of native vegetation in riparian areas and wetlands, and the removal of submerged aquatic vegetation in estuarine and tidal areas must be avoided and minimized to the maximum extent practicable. Areas subject to temporary vegetation removal shall be replanted with appropriate native species by the end of the first planting season following the disturbance except as waived by the District Engineer. If an aquaculture area is permitted to impact submerged aquatic vegetation under NWP 48, the aquaculture area does not need to be replanted with submerged aquatic vegetation.

9. Access. You must allow representatives of this office to inspect the authorized activity at any time deemed necessary to ensure the work is being, or has been, accomplished in accordance with the terms and conditions of your permit.

10. Contractor Notification of Permit Requirements. The permittee must provide a copy of the nationwide permit verification letter, conditions, and permit drawings to all contractors involved with the authorized work, prior to the commencement of any work in waters of the U.S.

#### D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP

1. Private linear transportation crossings placed in waters of the U.S. with footprints wider than 22 feet or longer than 200 feet are not authorized by this NWP. For the width requirement, "footprint" refers to the footprint of the width of the roadway fill prism.

2. The permittee must submit a pre-construction notification to the District Engineer in accordance with Nationwide Permit General Condition 31 (Pre-Construction Notification) for linear transportation crossing activities in tidal waters.

#### E. STATE 401 CERTIFICATION GENERAL CONDITIONS:

1. **For in-water construction activities**. Individual 401 review is required for projects or activities authorized under NWPs that will cause, or be likely to cause or contribute to an exceedence of a State water quality standard (WAC 173-201A) or sediment management standard (WAC 173-204).

*Note: State water quality standards are posted on Ecology's website: <http://www.ecy.wa.gov/programs/wq/swqs/>. Click "Surface Water Criteria" for freshwater and marine water standards. Sediment management standards are posted on Ecology's website: <http://www.ecy.wa.gov/biblio/wac173204.html>. Information is also available by contacting Ecology's Federal Permit staff.*

2. **Projects or Activities Discharging to Impaired Waters.** Individual 401 review is required for projects or activities authorized under NWP's 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 exceedences of the specific listed parameter.

*Note: 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, <http://www.ecy.wa.gov/programs/wq/303d/2008/>. Information is also available by contacting Ecology's Federal Permit staff.*

3. **Notification.** For projects or activities that will require Individual 401 review, applicants must provide Ecology with the same documentation provided to the Corps (as described in Corps Nationwide Permit General Condition 31, 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, and any other Department of the Army permits used or intended to be used to authorize any part of the proposed project or any related activity.
- (b) Delineation of special aquatic sites and other waters of the United States. 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.

*Note: Wetland rating forms are available on Ecology's Wetlands website: <http://www.ecy.wa.gov/programs/sea/wetlands/ratingsystems> or by contacting Ecology's Federal Permit staff.*

- (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted.

Mitigation plans submitted for Ecology review and approval shall be based on the guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (Ecology Publications #06-06-011a and #06-06-011b).

- (d) Coastal Zone Management Program "Certification of Consistency" Form if the project is located within a coastal county (Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum, and Whatcom counties).

*Note: CZM Certification of Consistency forms are available on Ecology's Federal Permit website: <http://www.ecy.wa.gov/programs/sea/fed-permit/index.html> or by contacting Ecology's Federal Permit staff.*

- (e) Other applicable requirements of Corps Nationwide Permit General Condition 31, Corps Regional Conditions, or notification conditions of the applicable NWP.

*Note: Ecology has 180 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 to issue a WQC and CZM consistency determination response. If more than 180 days pass after Ecology's receipt of these documents, your requirement to obtain an individual WQC and CZM consistency determination response becomes 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.

Individual 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Regional Condition 1):

- (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #04-06-025 and #04-06-015):

- Estuarine wetlands
- Natural Heritage wetlands
- 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, and marine water with eelgrass (*Zostera marina*) beds (except for NWP 48).

- (c) Category 1 wetlands

- (d) Category II wetlands with a habitat score  $\geq 29$  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.** For projects requiring Individual 401 review, adequate compensatory mitigation must be provided for wetland and other water quality-related impacts of projects or activities authorized under the NWP Program.

- (a) Mitigation plans submitted for Ecology review and approval shall be based on the guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (Ecology Publications #06-06-011a and #06-06-011b) 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) for guidance on developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including advance mitigation and other programmatic approaches such as mitigation banks and programmatic mitigation areas at the local level. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. (see <http://www.ecy.wa.gov/programs/sea/wetlands/contacts.htm>)

Information on the state wetland mitigation banking program is available on Ecology's website: <http://www.ecy.wa.gov/programs/sea/wetlands/mitigation/banking/index.html>

- 6. Temporary Fills.** Individual 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 discharge pollution prevention:** All projects that involve land disturbance or impervious surfaces must implement prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the state. For land disturbances during construction, the permittee must obtain and implement permits where required and follow Ecology's current stormwater manual.

*Note: Stormwater permit information is available at Ecology's Water Quality website: <http://www.ecy.wa.gov/programs/wq/stormwater/index.html>. Ecology's Stormwater Management and Design Manuals are available at:*

*<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/StrmwtrMan.html>. Information is also available by contacting Ecology's Federal Permit staff.*

- 8. State Certification for PCNs not receiving 45-day response.** In the event the U.S. Army Corps of Engineers does not respond to a complete pre-construction notification within 45 days, the applicant must contact Ecology for Individual 401 review.

F. STATE 401 CERTIFICATION SPECIFIC CONDITIONS FOR THIS NWP: Certified subject to conditions. Permittee must meet State 401 General Conditions. Individual 401 review is required for projects or activities authorized under this NWP if:

- 1. The entire linear transportation project or activity impacts more than ½ acre of wetlands or more than 1/3 acre of tidal waters.
- 2. The project includes fill related to a residential and/or commercial development.

G. EPA 401 CERTIFICATION GENERAL CONDITIONS:

A. Any activities in the following types of wetlands and waters of the United States will need to apply for an individual 401 certification: Mature forested wetlands, bogs, bog-like wetlands, wetlands in dunal systems along the Washington coast, coastal lagoons, vernal pools, aspen-dominated wetlands, alkali wetlands, camas prairie wetlands, estuarine wetlands, including salt marshes, and marine waters with eelgrass or kelp beds.

B. A 401 certification determination is based on the project or activity meeting established turbidity levels. The EPA will be using as guidance the state of Washington's water quality standards [WAC 173-201a] and sediment quality standards [WAC 173-204]. Projects or activities that are expected to exceed these levels or that do exceed these levels will require an individual 401 certification.

The water quality standards allow for short-term turbidity exceedances after all necessary Best Management Practices have been implemented (e.g., properly placed and maintained filter fences, hay bales and/or other erosion control devices, adequate detention of runoff to prevent turbid water from flowing off-site, providing a vegetated buffer between the activity and open water, etc.), and only up to the following limits:

Wetted Stream Width at Discharge Point	Approximate Downstream Point for Determining Compliance
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
LAKE, POND, RESERVOIR	Lesser of 100 feet or maximum surface dimension

C. 401 certification of projects and activities under NWP's will use Washington State Department of Ecology's most recent stormwater manual or an EPA approved equivalent manual as guidance in meeting water quality standards.

D. For projects and activities requiring coverage under an NPDES permit, certification is based on compliance with the requirements of that permit. Projects and activities not in compliance with NPDES requirements will require individual 401 certification.

E. Individual 401 certification is required for projects or activities authorized under NWP's if the project will discharge to a waterbody on the list of impaired waterbodies (the 303(d) List) and the discharge may result in further exceedance of a specific parameter the waterbody is listed for. The EPA shall make this determination on a case-by-case basis.

For projects or activities that will discharge to a 303(d)-listed waterbody that does not have an approved Total Maximum Daily Load (TMDL) or an approved water quality management plan, the applicant must provide documentation for EPA approval showing that the discharge will not result in further exceedance of the listed contaminant or impairment.

For projects or activities that will discharge to a 303(d)-listed waterbody that does not have an approved TMDL, the applicant must provide documentation for EPA approval showing that the discharge is within the limits established in the TMDL. The current list of 303(d)-listed waterbodies in Washington

State will be consulted in making this determination and is available on Ecology's web site at: [www.ecy.wa.gov/programs/wq/303d/2012/index.html](http://www.ecy.wa.gov/programs/wq/303d/2012/index.html)

The EPA may issue 401 certification for projects or activities that would result in further exceedance or impairment if mitigation is provided that would result in a net decrease in listed contaminants or less impairment in the waterbody. This determination would be made during individual 401 certification review.

F. For projects requiring individual 401 certification, applicants must provide the EPA with the same documentation provided to the Corps, (as described in Corps' National General Condition 31, 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, any other U.S. Department of the Army permits used or intended to use to authorize any part of the proposed project or any related activity.
- (b) Delineation of special aquatic sites and other waters of the United States. Wetland delineations must be prepared in accordance with the current method required by the Corps.
- (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted.
- (d) Other applicable requirements of Corps National General Condition 31, Corps Regional Conditions, or notification conditions of the applicable NWP.

A request for individual 401 certification- review is not complete until the EPA receives the applicable documents noted above and the EPA has received a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program.

G. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

H. An individual 401 certification is based on adequate compensatory mitigation being provided for aquatic resource and other water quality-related impacts of projects or activities authorized under the NWP Program.

A 401 certification is contingent upon written approval from the EPA of the compensatory mitigation plan for projects and activities resulting in any of the following:

- impacts to any aquatic resources requiring special protection (as defined in EPA General Condition A or Corps General Regional Condition 1)
- any impacts to tidal waters or non-tidal waters adjacent to tidal waters (applies to NWP 14)
- Or, any impacts to aquatic resources greater than ¼ acre.

Compensatory mitigation plans submitted to the EPA shall be based on the Joint Agency guidance provided in *Wetland Mitigation in Washington State, Parts 1 and 2* (Ecology Publication #06-06-011a and #06-06-011b) and shall, at a minimum, include the following:

- (1) A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
- (2) The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded)
- (3) The rationale for the mitigation site that was selected
- (4) The goals and objectives of the compensatory mitigation project
- (5) How the mitigation project will be accomplished, including proposed performance standards for measuring success (including meeting planting success standard of 80 percent survival after five years), evidence for hydrology at the mitigation site, and the proposed buffer widths;
- (6) How it will be maintained and monitored to assess progress towards goals and objectives.
- (7) Completion and submittal of an "as-built conditions report" upon completion of grading, planting and hydrology establishment at the mitigation site;
- (8) Completion and submittal of monitoring reports at years 3 and 5 showing the results of monitoring for hydrology, vegetation types, and aerial cover of vegetation.
- (9) For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- (10) Documentation of legal site protection mechanism (covenant or deed restriction) to show how the compensatory mitigation site will be legally protected for the long-term.

I. An individual 401 certification is required for any activity where temporary fill will remain in wetlands or other waterbodies for more than 90 days. The 90 day period begins when filling activity starts in the wetland or other waterbody.

J. An individual 401 is required for any proposed project or activity in waterbodies on the most current list of the following Designated Critical Resource Waters (per Corps General Condition 22).

K. An individual 401 certification is required for any proposed project that would increase permanent, above-grade fill within the 100-year floodplain (including the floodway and the flood fringe).

[*Note:* The 100-year floodplain is defined as those areas identified as Zones A, A1-30, AE, AH, AO, A99, V, V1-30, and VE on the most current Federal Emergency Management Agency Flood Rate Insurance Maps, or areas identified as within the 100-year floodplain on applicable local Flood Management Program maps. The 100-year flood is also known as the flood with a 100-year recurrence interval, or as the flood with an exceedance probability of 0.01.]

H. EPA 401 CERTIFICATION SPECIFIC CONDITIONS FOR THIS NWP: Denied. Individual 401 certification is required.

I. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP: Concur, subject to the following condition: When individual 401 review is triggered, a CZM Certificate of Consistency form must be submitted for project located within the 15 coastal counties (See State General 401 Condition 3 (Notification)).

## PRELIMINARY JURISDICTIONAL DETERMINATION FORM

### BACKGROUND INFORMATION

- A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): 8 April 2015
- B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:  
Ann Weckback, Lewis County Public Works, 2025 NE Kresky Avenue, Chehalls, Washington 98532
- C. DISTRICT OFFICE, FILE NAME, AND NUMBER: Seattle District, Lewis County Public Works (Highway 603); NWS-2015-018
- D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:  
 State: WA County: Lewis City: Winlock  
 Center coordinates of site (lat/long in degree decimal format): Lat. 46.510833°N, Long. -122.937356°W  
 Name of nearest waterbody: unnamed wetlands and unnamed tributaries to Olequa Creek  
 Name of any water bodies on the site, in the review area, that have been identified as Section 10 waters:  
 Tidal: \_\_\_\_\_  
 Non-Tidal: \_\_\_\_\_

Identify (estimate) amount of waters in the review area (if there are multiple sites, use the table instead):

Non-wetland waters (total for site): linear feet \_\_\_\_\_ and width (ft) \_\_\_\_\_ or 1.104 acres.

Stream Flow : RPW; Flow path: the roadside ditches and intermittent streams flow from alongside and under the highway through culverts, where they eventually enter Olequa Creek. Olequa Creek is an RPW that flows into the Cowlitz River. The Cowlitz River is a Navigable Water from the confluence with the Columbia River to River Mile 35.5. The confluence of the Olequa River with the Cowlitz River occurs within the navigable length of the river.

Wetlands: 0.266 acres (total for site).

Cowardin Class(es): PEM

Site number	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource in review area	Class of aquatic resource
Wetland A	46.522505	-122.944973		0.124	
Wetland B	46.516125	-122.943357		0.051	
Wetland C	46.513189	-122.940522		0.024	
Wetland D	46.500835	-122.937640		0.020	
Wetland E	46.502843	-122.936319		0.003	
Roadside Ditch 1	46.501384	-122.936850		0.005	
Roadside Ditch 2	46.501608	-122.937074		0.039	
Roadside Ditch 3	46.508134	-122.934880		0.125	
Roadside Ditch 4	46.509174	-122.935727		0.008	
Roadside Ditch 5	46.510754	-122.937417		0.063	
Roadside Ditch 6	46.510866	-122.938275		0.023	
Roadside Ditch 7	46.515775	-122.942593		0.023	
Roadside Ditch 8	46.516668	-122.943517		0.021	
Olequa Creek	46.504159	-122.933725		0.732	
Perennial Stream	46.503081	-122.936529		0.041	

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Intermittent Stream 1	46.522552	-122.944243		0.014	
Intermittent Stream 2	46.519708	-122.944920		0.028	
Intermittent Stream 3	46.518433	-122.944809		0.003	
Intermittent Stream 4	46.513387	-122.940355		0.002	
Intermittent Stream 5	46.500628	-122.937548		0.021	

E: REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- Office (Desk) Determination. Date: \_\_\_\_\_  
 Field Determination. Date(s): 29 January 2015

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Maps, plans, drawings, provided with original JARPA, and updated drawings and site location information provided via email on 3 April 2015.
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.  
 Office concurs with data sheets/delineation report.  
 Office does not concur with data sheets/delineation report. Explain: \_\_\_\_\_
- Data sheets prepared by the Corps: \_\_\_\_\_
- Corps navigable waters' study: \_\_\_\_\_
- U.S. Geological Survey Hydrologic Atlas: \_\_\_\_\_  
 USGS NHD data.  USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: \_\_\_\_\_
- USDA Natural Resources Conservation Service Soil Survey. Citation: \_\_\_\_\_
- National wetlands inventory map(s). Cite name: \_\_\_\_\_
- State/Local wetland inventory map(s): \_\_\_\_\_
- FEMA/FIRM maps: \_\_\_\_\_
- 100-year Floodplain Elevation is: \_\_\_\_\_ (National Geodetic Vertical Datum of 1929)
- Photographs:  Aerial (Name & Date): \_\_\_\_\_
- Photographs:  Other (Name & Date): \_\_\_\_\_
- Previous determination(s). File no., date (and findings) of response letter (determination and coordination): \_\_\_\_\_
- Other information (please specify): \_\_\_\_\_

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable. This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the information in this document.





IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Signature

*Kristen Hager*

Regulatory Project Manager

8 April 2015

Date

Person<sup>1</sup> Requesting Preliminary JD

Date

<sup>1</sup> Permit applicant, landowner, a lease, easement or option holder, or individual with identifiable and substantial legal interest in the property; this signature is not required for preliminary JDs associated with enforcement actions.

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# Temporary Erosion and Sediment Control Plan

For  
**Highway 603 Stabilization Project (MP 11.7 to 13.43) CRP 2144**

**Prepared For**  
Southwest Regional Office  
300 Desmond Drive  
Lacey, WA 98503  
360-407-6300

<b>Owner</b>	<b>Developer</b>	<b>Operator/Contractor</b>
Lewis County Public Works	N/A	TBD
2025 NE Kresky Avenue	N/A	TBD
Chehalis, WA 98532	N/A	TBD

**Project Site Location**  
Highway 603 MP 11.7 to 13.43

**Certified Erosion and Sediment Control Lead**  
TBD

**TESC Plan Prepared By**  
Lewis County Public Works  
2025 NE Kresky Avenue  
Chehalis, WA 98532  
360-740-1285  
Nicholas Noble, Engineering Technician, Environmental

**TESC Plan Preparation Date**  
October 27, 2014 last updated March 15, 2016

**Approximate Project Construction Dates**  
June 2016  
November 2017

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## 1.0 Introduction

This Temporary Erosion and Sediment Control (TESC) Plan has been prepared as part of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSWGP) requirements for the Highway 603 Stabilization Project, CRP 2144 in Chehalis, Washington. The Project is located in unincorporated Lewis County, Washington, near the city of Winlock. The Project corridor begins at approximately milepost 11.7 and end at milepost 13.43 on the existing Highway 603.

This project proposes to improve 1.73 miles of Highway 603 in Lewis County by rehabilitating and improving the existing road from mile post 11.7 to mile post 13.43 by widening the roadway from 28 to 34 feet in width; modifying the vertical and horizontal alignments to meet current design standards; and hot mixed asphalt (HMA). Additional activities which will occur as part of this project include the relocation of utilities, relocation of drainage ditches and upgrades to roadway safety. Approximately 7.53 acres of new right of way will be purchased by Lewis County from adjacent private properties within the project limits.

Mitigation for impacts to wetlands, as a result of this project, will occur in accordance with federal, state and local laws. Permanent wetland and buffer impacts associated with this project will occur due to the proposed realignment of Hwy 603, replacement of an undersized culvert in a non-fishbearing stream, and construction of detention ponds. These activities will result in permanent, unavoidable impacts to 0.044 acres of existing wetland, 0.016 acres of wetland buffer, 0.025 acres of stream, and 0.392 acres of stream buffer. The 0.044 acres of Category IV wetland impact will be mitigated for through the purchase of 0.037 acres of Category III wetland credits at the Chehalis Basin Mitigation Bank, Hanaford Valley Site. The impacted 0.16 acres of wetland buffer and 0.392 acres of stream buffer will be mitigated for on-site through the enhancement of a 0.249 acre stream buffer to be mowed and planted with trees as well as a 1.428 acres of stream buffer in which 100 conifers will be planted.

The purpose of this TESC Plan is to describe the proposed construction activities and all temporary and permanent erosion and sediment control (TESC) measures, pollution prevention measures, inspection/monitoring activities, and recordkeeping that will be implemented during the proposed construction project. The objectives of the TESC Plan are to:

1. Implement Best Management Practices (BMPs) to prevent erosion and sedimentation, and to identify, reduce, eliminate or prevent stormwater contamination and water pollution from construction activity.
2. Prevent violations of surface water quality, ground water quality, or sediment management standards.
3. Prevent, during the construction phase, adverse water quality impacts including impacts on beneficial uses of the receiving water by controlling peak flow rates and volumes of stormwater runoff at the Permittee's outfalls and downstream of the outfalls.

During active work, the Contractor shall keep a copy of the TESC and Erosion and Sediment Control Inspection reports on site at all times.

This TESC Plan was prepared based on the requirements set forth in the Washington State Department of Ecology (DOE) 2012 Stormwater Management Manual for Western Washington (SWMMWW 2012) Lewis County uses the TESC plans and spill prevention control and countermeasures (SPCC) plans to adequately and systematically identify and minimize project risk during construction projects. Together the TESC and SPCC plans satisfy the NPDES CSWGP Temporary Erosion and Sediment Control Plan (TESC) requirements in Washington State. This report is divided into seven main sections with several appendices that include stormwater related reference materials. The topics presented in the each of the main sections are:

- Section 1 – INTRODUCTION. This section provides a summary description of the project, and the organization of the TESC Plan Narrative. .
- Section 2 – SITE DESCRIPTION. This section provides a detailed description of the existing site conditions, proposed construction activities, and calculated stormwater flow rates for existing conditions and post–construction conditions.
- Section 3 – CONSTRUCTION BMPs. This section provides a detailed description of the BMPs to be implemented based on the 12 TESC planning elements (the same as the 12 TESC elements in the CSWGP).(WSDOT 2010, SWMMWW 2012).
- Section 4 – CONSTRUCTION PHASING AND BMP IMPLEMENTATION. This section provides a description of the timing of the BMP implementation in relation to the project schedule.
- Section 5 – POLLUTION PREVENTION TEAM. This section identifies the appropriate contact names (emergency and non-emergency), monitoring personnel, and the onsite temporary erosion and sedimentation control inspector
- Section 6 – INSPECTION AND MONITORING. This section provides a description of the inspection and monitoring requirements such as the parameters of concern to be monitored, sample locations, sample frequencies, and sampling methods for all stormwater discharge locations from the site.
- Section 7 – RECORDKEEPING. This section describes the requirements for documentation of the BMP implementation, site inspections, monitoring results, and changes to the implementation of certain BMPs due to site factors experienced during construction.

Supporting documentation and standard forms are provided in the following Appendices:

Appendix A – Site plans

Appendix B – Construction BMPs

Appendix C – Alternative Construction BMP list

Appendix D – General Permit

Appendix E – Site Log and Inspection Forms

## **2.0 Site Description**

### **2.1 Existing Conditions**

The project is located on Highway 603 between MP 11.7 and MP 13.43 just north of the city of Winlock in Lewis County, Washington. Legal Description Sections 16, 21, and 28 Township 12N, Range 2W. A site vicinity map is provided in Appendix A. Land use in the vicinity of the project area consists primarily of forestry, and residences. Adjacent properties within the project area are communication and Forest Resource Land.

This project involves 20 acres of soil disturbance for the purpose to improve 1.73 miles of Highway 603 in Lewis County, Washington.

The Lewis County soil survey identifies three major soil series groups in or adjacent to the project area, including Prather silty clay loam , 0 to 5 percent slopes; Salkum silty clay loam, 5 to 15 percent slopes; Xero, steep slopes; and Reed silt clay loam. Excavation within the project area is anticipated to occur during the dry season, June 1<sup>st</sup> through October 31<sup>st</sup>, as such, groundwater is not anticipated to be encountered during construction.

Stormwater may be discharged to four unnamed streams, which are all tributaries to Olequa Creek as well as Olequa Creek itself.

Seven wetlands were identified and delineated during the field investigation by SWCA Environmental Consultants. Stormwater discharges are not anticipated to impact any of these wetlands.

### **2.2 Proposed Construction Activities**

The Highway 603 Stabilization Project will include the following: TESC BMP installation; clear/grub to county right-of-way; rehabilitating and improving the existing road from mile post 11.7 to mile post 13.43 widening the roadway from 28 to 34 feet in width; modifying the vertical and horizontal alignments to meet current design standards; and paving the roadway surface with HMA. Additional activities which will occur as part of this project include the relocation of utilities, relocation of drainage ditches and upgrades to roadway safety. All ground disturbed during the project will be hydroseeded.

The schedule and phasing of BMPs during construction is provided in Section 4.0. Design standards for this project follow the WSDOT, 2012 Highway Runoff Manual, DOE Stormwater Management Manual for Western Washington, 2012. Design criteria are based upon the minimum conditions provided for in DOE design guidance. Specifically the following design standards have been used in evaluating and preparing the proposed design for the various drainage components:

### **Existing Conditions**

Highway 603 is classified as a Rural Major Collector (FFC 05). This project will improve the horizontal and vertical alignments, widen the roadway section, improve roadway drainage features and improve transportation safety between M.P. 11.7 and M.P. 13.43 on Highway 603. Highway 603 is currently a two-lane Asphalt Concrete Pavement (CTB) which varies from 28 to 34 feet in width.

### **Design Frequency**

The two year and 50 year flows were evaluated using Western Washington Hydrology Model 2012. The 100 year flow was evaluated using Hydrocad with a Thurston County 24 hr 100-year 6.15" curve.

### **Infiltration Rates/Soils Report**

Approximately 33 percent of the study area has a defined perched water table which occurs from late fall to early spring. One distinct perched water table is present within the study area. Within 38 percent of the study area the water table is at a depth of 18to 36 inches below the surface from November to April.

- 167-Prather silty clay loam, 0 to 5 percent slopes. This very deep, moderately well drained soil is on broad till plains and terraces. It formed in highly weathered ancient glacial drift deposits.
- 188-Sulkum silty clay loam, 5 to 15 percent slopes. This very deep, well drained soil is on broad plains, high terraces, and glaciated hillsides and ridgetops. It formed in highly weathered ancient glacial drift deposits.
- 248-Xerorthents, 30 to 90 percent slopes. These moderately deep to very deep, well drained soils are on terrace escarpments and south-facing upland escarpments. The soils formed in a mantle of mixed material over outwash sand, pebbles, and cobbles or in colluvium derived from marine siltstone, fine-grained sandstone, and pyroclastic breccia.

### **Flow Control Criteria**

Stormwater detention facilities have been designed to meet the criteria of: WSDOT's 2010 Highway Runoff Manual, Table 3-6, which calls for providing storage volume to match the duration of a pre-developed peak flows from 50% of the 2-year up to the 50-year storm flow. And the 100-year peak flow has been checked for downstream flooding and property damage as documented in this report.

Run off calculations and locations are shown in the stormwater report which was prepared by Lewis County.

### **Basic Water Quality Criteria**

Basic water quality facilities have been designed to treat the 6 mo. 24 hr storm event, in accordance with the: WSDOT, 2012 Highway Runoff Manual, DOE 2012 Stormwater Management Manual for Western Washington, and Western Washington Hydrology V2 Model.

**Enhanced Water Quality Treatment Criteria**

Enhanced treatment and oil control will not be required for this project, as shown the result is below the average daily traffic (ADT) requirement of Roadways outside of UGAs with ADT < 15,000 *WSDOT Highway Runoff Manual M 31-16.01 Page 3-15*. Enhanced treatment will not be provided on this project.

**Oil Control Water Quality Treatment Criteria**

Oil Control is not required on this project because all intersections have less than 15,000 vehicles (ADT) and stops are not required to cross a roadway with 25,000 vehicles (ADT).

**Phosphorous Water Quality Treatment Criteria**

Phosphorus water quality treatment is not required on this project because the area is not a designated area requiring phosphorus control as prescribed through an adopted Cowlitz Riverbasin plan (WRIA 23 Watershed Plan). The DOE Section 303(d) listing does not indicate phosphorus as a listed impaired parameter for any water body within project limits.

**Weather Data**

CENTRALIA, WASHINGTON (451276)  
 Period of Record Monthly Climate Summary  
 Period of Record: 1/ 1/1893 to 3/31/2013

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	45.6	50.1	55.1	61.5	67.9	72.8	78.7	78.5	72.8	62.3	50.0	46.4	62.0
Average Min. Temperature (F)	33.5	34.6	36.3	39.1	43.7	48.4	51.5	51.3	47.8	43.0	38.2	34.8	41.8
Average Total Precipitation (in.)	6.65	5.05	4.75	3.06	2.30	1.84	0.70	1.09	2.00	4.07	7.03	7.33	45.89
Average Total SnowFall (in.)	3.4	1.4	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.9	6.8
Average Snow Depth (in.)	0	0	0	0	0	0	0	0	0	0	0	0	0

Percent of possible observations for period of record:  
 Max. Temp.: 99.2% Min. Temp.: 99.3%  
 Precipitation: 99.3% Snowfall: 98.7% Snow Depth: 98.3

The following summarizes details regarding site areas:

- Total site area: 48 acres
- Impervious area before construction: 6.5 acres
- Impervious area after construction: 10 acres
- Disturbed area during construction: 20 acres

## **3.0 Construction Stormwater BMPs**

### **3.1 The 12 BMP Elements**

Descriptions of relevant BMPs are included in Appendix B. Alternate BMPs for marking clearing limits are included in Appendix C as a quick reference tool for the onsite inspector in the event the BMP(s) listed above are deemed ineffective or inappropriate during construction to satisfy the requirements set forth in the NPDES CSWGP (Appendix D). To avoid potential erosion and sediment control issues that may cause a violation(s) of the NPDES Construction Stormwater permit, alternative BMPs are listed in Appendix C, to be implemented after the first sign that existing BMPs are ineffective or failing.

#### **3.1.1 Element #1 – Mark Clearing Limits**

To protect adjacent properties and to reduce the area of soil exposed to construction, the limits of construction will be clearly marked before land-disturbing activities begin. Trees that are to be preserved, as well as all sensitive areas and their buffers, shall be clearly delineated, both in the field and on the plans. In general, natural vegetation and native topsoil shall be retained in an undisturbed state to the maximum extent possible. The BMPs relevant to marking the clearing limits that will be applied for this project include:

- Preserving Natural Vegetation (BMP C101)
- Buffer Zones (BMP C102)
- High Visibility Plastic or Metal Fence (BMP C103)
- Silt Fence (BMP 233)

There are no alternative BMPs for this project element included in the SWMMWW or in Appendix C.

#### **3.1.2 Element #2 – Establish Construction Access**

Construction access or activities occurring on unpaved areas shall be minimized, yet where necessary, access points shall be stabilized to minimize the tracking of sediment onto public roads, and wheel washing, street sweeping, and street cleaning shall be employed to prevent sediment from entering state waters. All wash wastewater shall be controlled on site. The specific BMPs related to establishing construction access that will be used on this project include:

- Stabilized Construction Entrance/Exit (BMP C105)
- Construction Road/Parking Area Stabilization (BMP C107)

### **3.1.3 Element #3 – Control Flow Rates**

In order to protect the properties and waterways downstream of the project site, stormwater discharges from the site will be controlled. The specific BMPs for flow control that shall be used on this project include:

- Water Bars (BMP C203)
- Check Dams (BMP C207)
- Wattles (BMP C235)

The project site is located west of the Cascade Mountain Crest. As such, the project must comply with Minimum Requirement 7 (DOE 2005).

In general, discharge rates of stormwater from the site will be controlled where increases in impervious area or soil compaction during construction could lead to downstream erosion, or where necessary to meet local agency stormwater discharge requirements (e.g. discharge to combine sewer systems).

### **3.1.4 Element #4 – Install Sediment Controls**

All stormwater runoff from disturbed areas shall pass through an appropriate sediment removal BMP before leaving the construction site or prior to being discharged to an infiltration facility. The specific BMPs to be used for controlling sediment on this project include:

- Gravel Filter Berm (BMP C232)
- Silt Fence (BMP C233)
- Vegetated Strip (BMP C234)
- Wattles (BMP C235)
- Sediment Trap (BMP C240)

In addition, sediment will be removed from paved areas in and adjacent to construction work areas manually or using mechanical sweepers, as needed, to minimize tracking of sediments on vehicle tires away from the site and to minimize washoff of sediments from adjacent streets in runoff.

Whenever possible, sediment laden water shall be discharged into onsite, relatively level, vegetated areas (BMP C240 paragraph 5, page 4-102).

In some cases, sediment discharge in concentrated runoff can be controlled using permanent stormwater BMPs (e.g., infiltration swales, ponds, trenches). Sediment loads can limit the effectiveness of some permanent stormwater BMPs, such as those used for infiltration or biofiltration; however, those BMPs designed to remove solids by settling (wet ponds or detention ponds) can be used during the construction phase. When permanent stormwater BMPs will be used to control sediment discharge during construction, the structure will be protected from excessive sedimentation with adequate erosion and sediment control BMPs. Any accumulated



sediment shall be removed after construction is complete and the permanent stormwater BMP will be restabilized with vegetation per applicable design requirements once the remainder of the site has been stabilized.

The following BMPs will be implemented as end-of-pipe sediment controls as required to meet permitted turbidity limits in the site discharge(s). Prior to the implementation of these technologies, sediment sources, erosion control, and soil stabilization BMP efforts will be maximized to reduce the need for end-of-pipe sedimentation controls.

- Temporary Sediment Pond (BMP C241)
- Construction Stormwater Filtration (BMP C251)
- Construction Stormwater Chemical Treatment (BMP C250) (implemented only with prior written approval from WSDOT and Ecology).

### 3.1.5 Element #5 – Stabilize Soils

Exposed and unworked soils shall be stabilized with the application of effective BMPs to prevent erosion throughout the life of the project.

In western Washington, cover exposed soil that is not being worked - whether at final grade or not - within the following time limits, using approved soil cover practices:

**October 1 through April 30 - 2 days maximum**

**May 1 through September 30 - 7 days maximum**

Expose no more soil than can be covered within the above time limits. Construction activities should never expose more erodible earth than the amounts shown below for the specified locations. Regardless of the time of year, all soils shall be stabilized at the end of the shift before a holiday or weekend if needed based on weather forecasts.

Area	Date	Location
17 Acres	May 1 – September 30	West of the Summit of the Cascade Range
5 Acres	October 1 – April 30	West of the Summit of the Cascade Range

The specific BMPs for soil stabilization that shall be used on this project include:

- Temporary and Permanent Seeding (BMP C120)
- Mulching (BMP C121)
- Nets and Blankets (BMP C122)
- Plastic Covering (BMP C123)

- Surface Roughening (BMP C130)
- Dust Control (BMP C140)

Construction activities, including equipment staging areas and borrow areas that are included in the County's NPDES permit for the project must be stabilized.

During construction of this project trenches will be temporarily excavated for the placement of utilities once utilities are installed this trench will be backfilled, graded to its original slope and reseeded.

In general, cut and fill slopes will be stabilized as soon as possible and soil stockpiles will be temporarily covered with plastic sheeting. All stockpiled soils shall be stabilized from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.

### **3.1.6 Element #6 – Protect Slopes**

All cut and fill slopes will be designed, constructed, and protected in a manner than minimizes erosion. The following specific BMPs will be used to protect slopes for this project:

- Temporary and Permanent Seeding (BMP C120)
- Surface Roughening (BMP C130)
- Interceptor Dike and Swale (BMP C200)
- Grass-Lined Channels (BMP C201)
- Check Dams (BMP C207)

### **3.1.7 Element #7 – Protect Drain Inlets**

All storm drain inlets and culverts made operable during construction shall be protected to prevent unfiltered or untreated water from entering the drainage conveyance system. However, the first priority is to keep all access roads clean of sediment and keep street wash water separate from entering storm drains until treatment can be provided. Storm Drain Inlet Protection (BMP C220) will be implemented for all drainage inlets and culverts that could potentially be impacted by sediment-laden runoff on and near the project site. The following inlet protection measures will be applied on this project:

- Storm Drain Inlet Protection (BMP C220)

### **3.1.8 Element #8 – Stabilize Channels and Outlets**

Where site runoff is to be conveyed in channels, or discharged to a stream or some other natural drainage point, efforts will be taken to prevent downstream erosion. The specific BMPs for channel and outlet stabilization that shall be used on this project include:

- Channel Lining (BMP C202)

- Check Dams (BMP C207)
- Outlet Protection (BMP C209)

The project site is located west of the Cascade Mountain Crest. As such, all temporary on-site conveyance channels shall be designed, constructed, and stabilized to prevent erosion from the expected peak 10 minute velocity of flow from a Type 1A, 10-year, 24-hour recurrence interval storm for the developed condition. Alternatively, the 10-year, 1-hour peak flow rate indicated by an approved continuous runoff simulation model, increased by a factor of 1.6, shall be used. Stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent streambanks, slopes, and downstream reaches shall be provided at the outlets of all conveyance systems.

### **3.1.9 Element #9 – Control Pollutants**

All pollutants, including waste materials and demolition debris, that occur onsite shall be handled and disposed of in a manner that does not cause contamination of stormwater. Good housekeeping and preventative measures will be taken to ensure that the site will be kept clean, well-organized, and free of debris. If required, BMPs to be implemented to control specific sources of pollutants are discussed below.

Vehicles, construction equipment, and/or petroleum product storage/dispensing:

- All vehicles, equipment, and petroleum product storage/dispensing areas will be inspected regularly to detect any leaks or spills, and to identify maintenance needs to prevent leaks or spills.
- On-site fueling tanks and petroleum product storage containers shall include secondary containment.
- Spill prevention measures, such as drip pans, will be used when conducting maintenance and repair of vehicles or equipment.
- In order to perform emergency repairs on site, temporary plastic will be placed beneath and, if raining, over the vehicle.
- Contaminated surfaces shall be cleaned immediately following any discharge or spill incident.

Concrete and grout:

- Process water and slurry resulting from concrete work will be prevented from entering the waters of the State by implementing Concrete Handling measures (BMP C151).

Sanitary wastewater:

- Portable sanitation facilities will be firmly secured, regularly maintained, and emptied when necessary.

Other:

- Other BMPs will be administered as necessary to address any additional pollutant sources on site.

A SPCC plan is required for this site.

As per the Federal regulations of the Clean Water Act (CWA) and according to Final Rule 40 CFR Part 112, as stated in the National Register, a Spill Prevention, Control, and Countermeasure (SPCC) Plan is required for construction activities. A SPCC Plan has been prepared to address an approach to prevent, respond to, and report spills or releases to the environment that could result from construction activities. This Plan must:

- Be well thought out in accordance with good engineering;
- Achieve three objectives - prevent spills, contain a spill that occurs, and clean up the spill;
- Identify the name, location, owner, and type of facility;
- Include the date of initial operation and oil spill history;
- Name the designated person responsible;
- Show evidence of approval and certification by the person in authority; and
- Contain a facility analysis.

### **3.1.10 Element #10 – Control Dewatering**

Culvert replacements/extensions will occur within three non-fishbearing streams. Should flow be present during construction, dewatering will be required. Sandbag berms lined in plastic will be placed upstream and downstream of the in-water work channel and fish exclusion, using dip nets and buckets, will be performed.

When groundwater is encountered in an excavation or other area, control, treat, and discharge it as described in Standard Specification 8-01.3(1)C. Uncontaminated dewatering water is an authorized non-stormwater discharge. If dewatering water comes into contact with pH-modifying substances, monitor and sample before discharge to surface waters of the state to ensure high-pH groundwater is not discharged into surface waters of the state. Implement vegetative filtration (BMP C236) in designated areas or neutralize before discharge.

### **3.1.11 Element #11 – Maintain BMPs**

All temporary and permanent erosion and sediment control BMPs shall be maintained and repaired as needed to assure continued performance of their intended function. Maintenance and repair shall be conducted in accordance with each particular BMP's specifications. Visual monitoring of the BMPs will be conducted at least once every calendar week and within 24 hours of any rainfall event that causes a discharge from the site. If the site becomes inactive, and is temporarily stabilized, the inspection frequency will be reduced to once every month.

All temporary erosion and sediment control BMPs shall be removed within 30 days after the final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site. Disturbed soil resulting from removal of BMPs or vegetation shall be permanently stabilized.

The following specific BMPs will be used to maintain BMPs for this project:

- Materials On Hand (BMP C150)
- Certified Erosion and Sediment Control Lead (BMP C160)

There are no alternative BMPs for this project element included in the SWMMWW or in Appendix C. 3.1.12

### **Element #12 – Manage the Project**

Erosion and sediment control BMPs for this project have been designed based on the following principles:

- Design the project to fit the existing topography, soils, and drainage patterns.
- Emphasize erosion control rather than sediment control.
- Minimize the extent and duration of the area exposed.
- Keep runoff velocities low.
- Retain sediment on site.
- Thoroughly monitor site and maintain all ESC measures.
- Schedule major earthwork during the dry season.

In addition, project management will incorporate the key components listed below:

As this project site is located west of the Cascade Mountain Crest, the project will be managed according to the following key project components:

#### **Phasing of Construction**

- The construction project is being phased to the extent practicable in order to prevent soil erosion, and, to the maximum extent possible, the transport of sediment from the site during construction.

- Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities during each phase of construction, per the Scheduling (BMP C162).

### **Purpose**

Sequencing a construction project reduces the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking.

### **Conditions of Use**

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project. This type of schedule guides the contractor on work to be done before other work is started so that serious erosion and sedimentation problems can be avoided.

Following a specified work schedule that coordinates the timing of land disturbing activities and the installation of control measures is perhaps the most cost-effective way of controlling erosion during construction. The removal of surface ground cover leaves a site vulnerable to accelerated erosion. Construction procedures that limit land clearing, provide timely installation of erosion and sedimentation controls, and restore protective cover quickly can significantly reduce the erosion potential of a site.

### **Design Considerations**

1. Avoid rainy periods.
2. Schedule projects to disturb only small portions of the site at any one time. Complete grading as soon as possible. Immediately stabilize the disturbed portion before grading the next portion. Practice staged seeding in order to revegetate cut and fill slopes as the work progresses.

### **Seasonal Work Limitations**

- From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the local permitting authority that silt-laden runoff will be prevented from leaving the site through a combination of the following:
  - Site conditions including existing vegetative coverage, slope, soil type, and proximity to receiving waters; and
  - Limitations on activities and the extent of disturbed areas; and
  - Proposed erosion and sediment control measures.
- Based on the information provided and/or local weather conditions, the local permitting authority may expand or restrict the seasonal limitation on site disturbance.

- The following activities are exempt from the seasonal clearing and grading limitations:
  - Routine maintenance and necessary repair of erosion and sediment control BMPs;
  - Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil; and
  - Activities where there is 100 percent infiltration of surface water runoff within the site in approved and installed erosion and sediment control facilities.

#### Coordination with Utilities and Other Jurisdictions

- Care has been taken to coordinate with utilities, other construction projects, and the local jurisdiction in preparing this TESC and scheduling the construction work.

#### Inspection and Monitoring

- All BMPs shall be inspected, maintained, and repaired as needed to assure continued performance of their intended function. Site inspections shall be conducted by a person who is knowledgeable in the principles and practices of erosion and sediment control. This person has the necessary skills to:
  - Assess the site conditions and construction activities that could impact the quality of stormwater, and
  - Assess the effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

#### **A Certified Erosion and Sediment Control Lead shall be on-site or on-call at all times.**

- BMP C160: Certified Erosion and Sediment Control Lead

**Purpose:** The project proponent designates at least one person as the responsible representative in charge of erosion and sediment control (ESC), and water quality protection. The designated person shall be the Certified Erosion and Sediment Control Lead (CESCL) who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

**Conditions of Use:** A CESCL shall be made available on projects one acre or larger that discharge stormwater to surface waters of the state.

The CESCL shall:

Have a current certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.

Ecology will maintain a list of ESC training and certification providers at:

[www.ecy.wa.gov/programs/wq/stormwater](http://www.ecy.wa.gov/programs/wq/stormwater).

**OR**

Be a Certified Professional in Erosion and Sediment Control (CPESC); for additional information go to: [www.cpesc.net](http://www.cpesc.net)

**Specifications:** Certification shall remain valid for three years. The CESCL shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.

The Construction TESC shall include the name, telephone number, fax number, and address of the designated CESCL.

A CESCL may provide inspection and compliance services for multiple construction projects in the same geographic region. Duties and responsibilities of the CESCL shall include, but are not limited to the following:

- Maintaining permit file on site at all times which includes the TESC and any associated permits and plans.
- Directing BMP installation, inspection, maintenance, modification, and removal.
- Updating all project drawings and the Construction TESC with changes made.
- Keeping daily logs, and inspection reports. Inspection reports should include:
  - Inspection date/time.
  - • Weather information; general conditions during inspection and approximate amount of precipitation since the last inspection.
  - • A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
    - 1) Locations of BMPs inspected,
    - 2) Locations of BMPs that need maintenance,
    - 3) Locations of BMPs that failed to operate as designed or intended, and
    - 4) Locations of where additional or different BMPs are required.
- Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
- Any water quality monitoring performed during inspection.
- General comments and notes, including a brief description of any BMP repairs, maintenance or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.

Whenever inspection and/or monitoring reveals that the BMPs identified in this TESC are inadequate, due to the actual discharge of, or potential to discharge a significant amount of any pollutant, appropriate BMPs or design changes shall be implemented as soon as possible.



### Maintaining an Updated Construction TESC

- This TESC shall be retained on-site or within reasonable access to the site.
- The TESC shall be modified whenever there is a change in the design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the state.
- The TESC shall be modified if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the TESC is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. The TESC shall be modified as necessary to include additional or modified BMPs designed to correct problems identified. Revisions to the TESC shall be completed within seven (7) days following the inspection.

## 3.2 Site Specific BMPs

Site specific BMPs are shown on the TESC Plan Sheets and detailed in Appendix A. These site specific plan sheets will be updated as needed.

## 4.0 Construction Phasing and BMP Implementation

The BMP implementation schedule will be driven by the construction schedule. The following provides a sequential list of the proposed construction schedule milestones and the corresponding BMP implementation schedule. The list contains key milestones such as wet season construction.

- |   |                 |
|---|-----------------|
| ▪ Estimate of Construction start date:                        | June 1, 2016    |
| ▪ Estimate of Construction finish date:                       | November 2017   |
| ▪ Mobilize equipment on site:                                 | May 2016        |
| ▪ Mobilize and store all ESC and soil stabilization products: | May 2016        |
| ▪ Install ESC measures:                                       | May 23-27, 2016 |
| ▪ Install stabilized construction entrance:                   | May 25, 2016    |
| ▪ Begin clearing and grubbing:                                | June 1, 2016    |

**The remaining schedule of BMP implementation will be provided by the Contractor and made part of this TESC at that time.**

## **5.0 Pollution Prevention Team**

### **5.1 Roles and Responsibilities**

The pollution prevention team consists of personnel responsible for implementation of the TESC, including the following:

- Certified Erosion and Sediment Control Lead (CESCL) – primary contractor contact, responsible for site inspections (BMPs, visual monitoring, sampling, etc.); to be called upon in case of failure of any ESC measures.
- Resident Engineer – For projects with engineered structures only (sediment ponds/traps, sand filters, etc.): site representative for the owner that is the project's supervising engineer responsible for inspections and issuing instructions and drawings to the contractor's site supervisor or representative
- Monitoring Personnel – personnel responsible for conducting water quality monitoring; for most sites this person is also the Certified Erosion and Sediment Control Lead.

### **5.2 Team Members**

Names and contact information for those identified as members of the pollution prevention team are provided in the following table.

Title	Name(s)	Phone Number
Certified Erosion and Sediment Control Lead (CESCL)	TBD	TBD
Resident Engineer	Don Carney, Construction Engineer	360-740-2695 360-520-0097 (cell)
Emergency Ecology Contact	Sam Knox, Construction Stormwater Inspector	360-584-2755
Emergency Owner Contact	Don Carney, Construction Engineer	360-740-2695 360-520-0097 (cell)
Monitoring Personnel	TBD	TBD

## **6.0 Site Inspections and Monitoring**

Monitoring includes visual inspection, monitoring for water quality parameters of concern and documentation of the inspection and monitoring findings in a site log book. A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the TESC and other permit requirements;
- Site inspections; and,
- Stormwater quality monitoring.

For convenience, the inspection form and water quality monitoring forms included in this TESC include the required information for the site log book. This TESC may function as the site log book if desired, or the forms may be separated and included in a separate site log book. However, if separated, the site log book but must be maintained on-site or within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

### **6.1 Site Inspection**

All BMPs will be inspected, maintained, and repaired as needed to assure continued performance of their intended function. The inspector will be a Certified Erosion and Sediment Control Lead (CESCL) per BMP C160. The name and contact information for the CESCL is provided in Section 5 of this TESC.

Site inspection will occur in all areas disturbed by construction activities and at all stormwater discharge points. Stormwater will be examined for the presence of suspended sediment, turbidity, discoloration, and oily sheen. The site inspector will evaluate and document the effectiveness of the installed BMPs and determine if it is necessary to repair or replace any of the BMPs to improve the quality of stormwater discharges. All maintenance and repairs will be documented in the site log book or forms provided in this document. All new BMPs or design changes will be documented in the TESC as soon as possible.

#### **6.1.1 Site Inspection Frequency**

Site inspections will be conducted at least once a week and within 24 hours following any discharge from the site. For sites which are inactive, with temporary stabilization measures in place, the site inspection frequency can be reduced to once every month.

#### **6.1.2 Site Inspection Documentation**

The site inspector will record each site inspection using the site log inspection forms provided in Appendix E. The site inspection log forms may be separated from this TESC document, but will be maintained on-site or within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

## 6.2 Stormwater Quality Monitoring

### 6.2.1 Turbidity Sampling

Please see Temporary Erosion Sedimentation Control plan sheets for turbidity monitoring locations.

Monitoring requirements for the proposed project will include turbidity sampling to monitor site discharges for water quality compliance with the 2005 Construction Stormwater General Permit (Appendix D). Sampling will be conducted at all discharge points at least once per calendar week.

1. Ensure all BMPs specified in this TESC are installed and functioning as intended.
2. Assess whether additional BMPs should be implemented, and document revisions to the TESC as necessary.
3. Sample discharge location daily until the analysis results are less than 25 NTU (turbidity) or greater than 32 cm (transparency).

If the turbidity is greater than 25 NTU (or transparency is less than 32 cm) but less than 250 NTU (transparency greater than 6 cm) for more than 3 days, additional treatment BMPs will be implemented within 24 hours of the third consecutive sample that exceeded the benchmark value. Additional treatment BMPs to be considered will include, but are not limited to, off-site treatment, infiltration, filtration and chemical treatment.

If the 250 NTU benchmark for turbidity (or less than 6 cm transparency) is exceeded at any time, the following steps will be conducted:

1. Notify Ecology by phone within 24 hours of analysis (see Section 5.0 of this TESC for contact information).
2. Continue daily sampling until the turbidity is less than 25 NTU (or transparency is greater than 32 cm).
3. Initiate additional treatment BMPs such as off-site treatment, infiltration, filtration and chemical treatment within 24 hours of the first 250 NTU exceedance.
4. Implement additional treatment BMPs as soon as possible, but within 7 days of the first 250 NTU exceedance.
5. Describe inspection results and remedial actions taken in the site log book and in monthly discharge monitoring reports as described in Section 7.0 of this TESC.

## **7.0 Reporting and Recordkeeping**

### **7.1 Recordkeeping**

#### **7.1.1 Site Log Book**

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the TESC and other permit requirements;
- Site inspections; and,
- Stormwater quality monitoring.

For convenience, the inspection form and water quality monitoring forms included in this TESC include the required information for the site log book.

#### **7.1.2 Records Retention**

Records of all monitoring information (site log book, inspection reports/checklists, etc.), this Stormwater Pollution Prevention Plan, and any other documentation of compliance with permit requirements will be retained during the life of the construction project and for a minimum of three years following the termination of permit coverage in accordance with permit condition S5.C.

#### **7.1.3 Access to Plans and Records**

The TESC, General Permit, Notice of Authorization letter, and Site Log Book will be retained on site or within reasonable access to the site and will be made immediately available upon request to Ecology or the local jurisdiction. A copy of this TESC will be provided to Ecology within 14 days of receipt of a written request for the TESC from Ecology. Any other information requested by Ecology will be submitted within a reasonable time. A copy of the TESC or access to the TESC will be provided to the public when requested in writing in accordance with permit condition S5.G.

#### **7.1.4 Updating the TESC**

In accordance with Conditions S3, S4.B, and S9.B.3 of the General Permit, this TESC will be modified if the TESC is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site or there has been a change in design, construction, operation, or maintenance at the site that has a significant effect on the discharge, or potential for discharge, of pollutants to the waters of the State. The TESC will be modified within seven days of determination based on inspection(s) that additional or modified BMPs are necessary to correct problems identified, and an updated timeline for BMP implementation will be prepared.

## **7.2 Reporting**

### **7.2.1 Discharge Monitoring Reports**

If cumulative soil disturbance is 5 acres or larger, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there is no discharge during a given monitoring period, the Permittee shall submit the form as required, with the words “No discharge” entered in the place of monitoring results. The DMR due date is 15 days following the end of each month.

Water quality sampling results will be submitted to Ecology monthly on Discharge Monitoring Report (DMR) forms in accordance with permit condition S5.B. If there is no discharge during a given monitoring period, the form will be submitted with the words “no discharge” entered in place of the monitoring results. If a benchmark is exceeded, a brief summary of inspection results and remedial actions taken will be included. If sampling could not be performed during a monitoring period, a DMR will be submitted with an explanation of why sampling could not be performed.

### **7.2.2 Notification of Noncompliance**

If any of the terms and conditions of the permit are not met, and it causes a threat to human health or the environment, the following steps will be taken in accordance with permit section S5.F:

1. Ecology will be immediately notified of the failure to comply.
2. Immediate action will be taken to control the noncompliance issue and to correct the problem. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Any time turbidity sampling indicates turbidity is 250 nephelometric turbidity units (NTU) or greater, or water transparency is 6 centimeters or less, the Ecology regional office will be notified by phone within 24 hours of analysis as required by permit condition S5.A (see Section 5.0 of this TESC for contact information).

### **7.2.3 Permit Application and Changes**

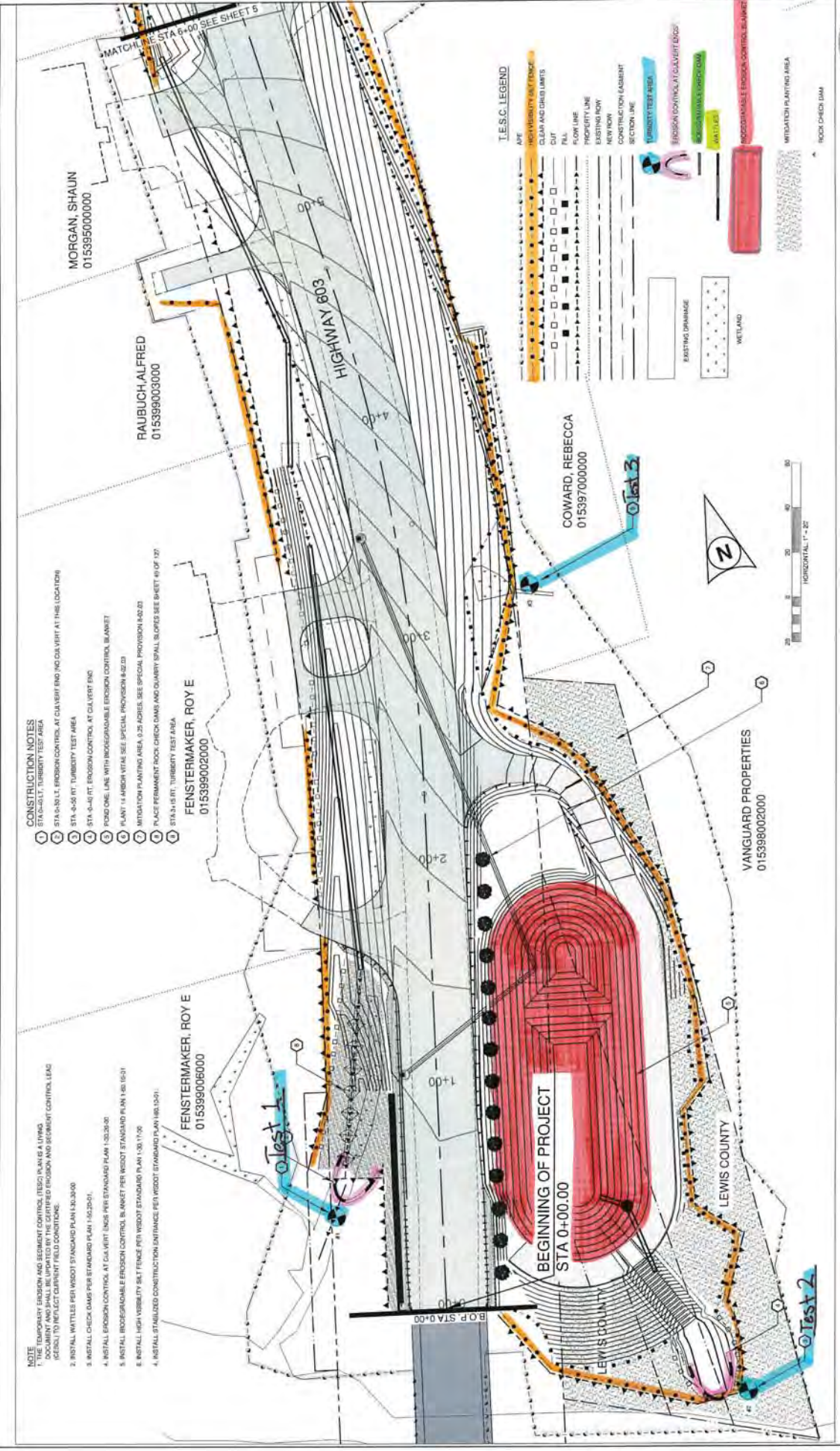
In accordance with permit condition S2.A, a complete application form will be submitted to Ecology and the appropriate local jurisdiction (if applicable) to be covered by the General Permit.

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## **Appendix A – Site Plans**



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- NOTE**
1. EROSION CONTROL AND STABILIZATION MEASURES SHALL BE INSTALLED PER THE SPECIFICATIONS AND STANDARD DRAWINGS FOR EROSION CONTROL AND STABILIZATION MEASURES.
  2. INSTALL WATTLE FENCE PER STANDARD PLAN 1303600.
  3. INSTALL CHECK DAMS PER STANDARD PLAN 1303601.
  4. INSTALL EROSION CONTROL AT CULVERT ENDS PER STANDARD PLAN 1303602.
  5. INSTALL INDEGRADABLE EROSION CONTROL BLANKET PER STANDARD PLAN 1303603.
  6. INSTALL HIGH VISIBILITY SALT FENCE PER STANDARD PLAN 1303604.
  7. INSTALL STABILIZED CONSTRUCTION ENTRANCE PER STANDARD PLAN 1303605.

- CONSTRUCTION NOTES**
1. STA 0+00.00 TO 0+10.00: EROSION CONTROL AT CULVERT END AND CULVERT AT THIS LOCATION
  2. STA 0+10.00 TO 0+20.00: TURBIDITY TEST AREA
  3. STA 0+20.00 TO 0+30.00: TURBIDITY TEST AREA
  4. STA 0+30.00 TO 0+40.00: EROSION CONTROL AT CULVERT END
  5. STA 0+40.00 TO 0+50.00: EROSION CONTROL AT CULVERT END
  6. STA 0+50.00 TO 0+60.00: EROSION CONTROL AT CULVERT END
  7. STA 0+60.00 TO 0+70.00: EROSION CONTROL AT CULVERT END
  8. STA 0+70.00 TO 0+80.00: EROSION CONTROL AT CULVERT END
  9. STA 0+80.00 TO 0+90.00: EROSION CONTROL AT CULVERT END
  10. STA 0+90.00 TO 1+00.00: EROSION CONTROL AT CULVERT END

MORGAN, SHAUN  
015395000000

RAUBUCH, ALFRED  
015399003000

FENSTERMAKER, ROY E  
015399006000

FENSTERMAKER, ROY E  
015399002000

COWARD, REBECCA  
015397000000

VANGUARD PROPERTIES  
015398002000

**TESC LEGEND**

- APR HIGH VISIBILITY OR FENCE
- CLEAR AND GRASS LIMITS
- DUT
- EXISTING ROW
- PROPOSED ROW
- CONSTRUCTION EROSION CONTROL
- SECTION LINE
- TURBIDITY TEST AREA
- EROSION CONTROL AT CULVERT ENDS
- INDEGRADABLE EROSION CONTROL BLANKET
- WATTLE FENCE
- WETLAND
- MITIGATION PLANTING AREA
- ROCK CHECK DAM



Keith Robert Muggoch, P.E.  
State Engineer  
14800  
12/14/2014  
Mechanical



Rebecca Coward, P.E.  
State Engineer  
14800  
12/14/2014  
Mechanical

RAP PROJECT NO: 2108-01  
COUNTY ROAD PROJECT NO: 2144  
TESC PLAN

**HIGHWAY 603  
STABILIZATION PROJECT**

SHEET  
4 OF 127

NO.	DATE	REVISION	BY	APP.

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE:

3805 US HIGHWAY AVE  
COLUMBIAS, MO 65203  
PHONE # (360) 740-1123  
FAX # (360) 740-2718







BOOTH, RANDY, ET AL  
015285002000

BOOTH, REVOCABLE TRUST, ANNE  
015401002001

CLARK, RYAN  
015394000000

HIGHWAY 603

COWARD, REBECCA  
015397000000

- CONSTRUCTION NOTES**
- 1 STA 6+30 FT. INSTALL BIOGRAZONABLE CHECK DAM
  - 2 STA 8+00 FT. INSTALL BIOGRAZONABLE CHECK DAM
  - 3 STA 8+30 FT. INSTALL BIOGRAZONABLE CHECK DAM
  - 4 EXISTING STORMWATER TO BE REMOVED
  - 5 EXISTING STORMWATER TO REMAIN IN PLACE
  - 6 STA 8+30 FT. TURBIDITY TEST AREA



Keith Robert Muggnott, P.E.  
Surveyor  
Design  
Date: \_\_\_\_\_



SHEET  
5 OF 127

RFP PROJECT NO. 2108-01  
COUNTY ROAD PROJECT NO. 2144  
TESC PLAN

# HIGHWAY 603 STABILIZATION PROJECT

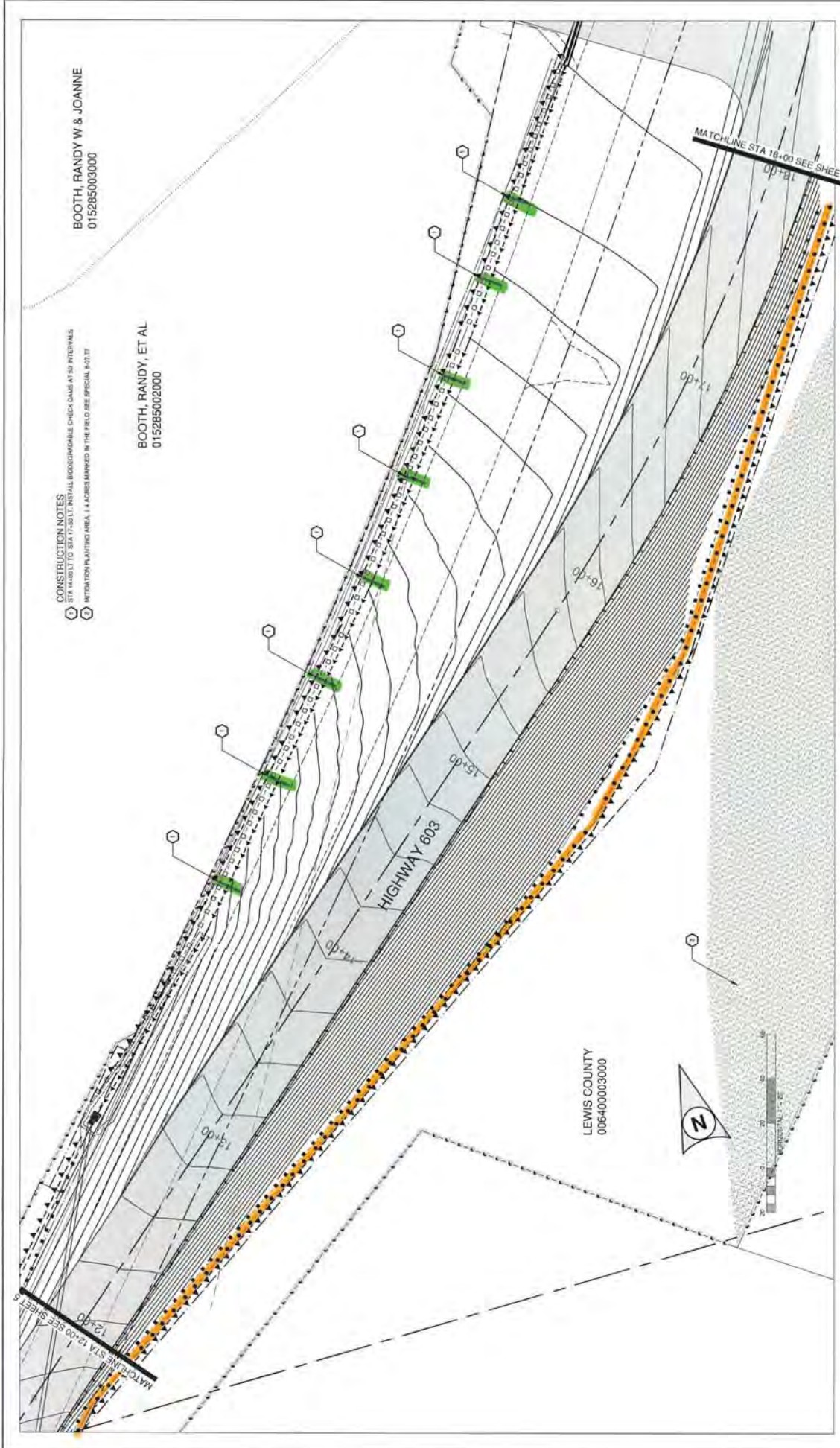
NO.	DATE	BY	APP.	REVISION

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE

2025 NE KRESSKY AVE  
CHEWELUS WA 98335  
PHONE # (360) 740-1123  
FAX # (360) 740-2719







BOOTH, RANDY W & JOANNE  
015285003000

**CONSTRUCTION NOTES**  
 (1) STA 14+50 TO STA 17+50 (1) INITIAL BIDDING/CONTRACT CHECKS DONE AT 50' INTERVALS  
 (2) MITIGATION PLANTING AREA, 1.4 ACRES MARKED IN THE FIELD (SEE SPECIAL 9-07.77)

BOOTH, RANDY, ET AL  
015285002000

HIGHWAY 603

LEWIS COUNTY  
006400003000



Robert Muggoch, P.E.  
 State Engineer  
 License No. 10000  
 Date: \_\_\_\_\_

SHEET 6 OF 127

RMP PROJECT NO: 210601  
 COUNTY ROAD PROJECT NO: 2144  
 TESC PLAN

# HIGHWAY 603 STABILIZATION PROJECT

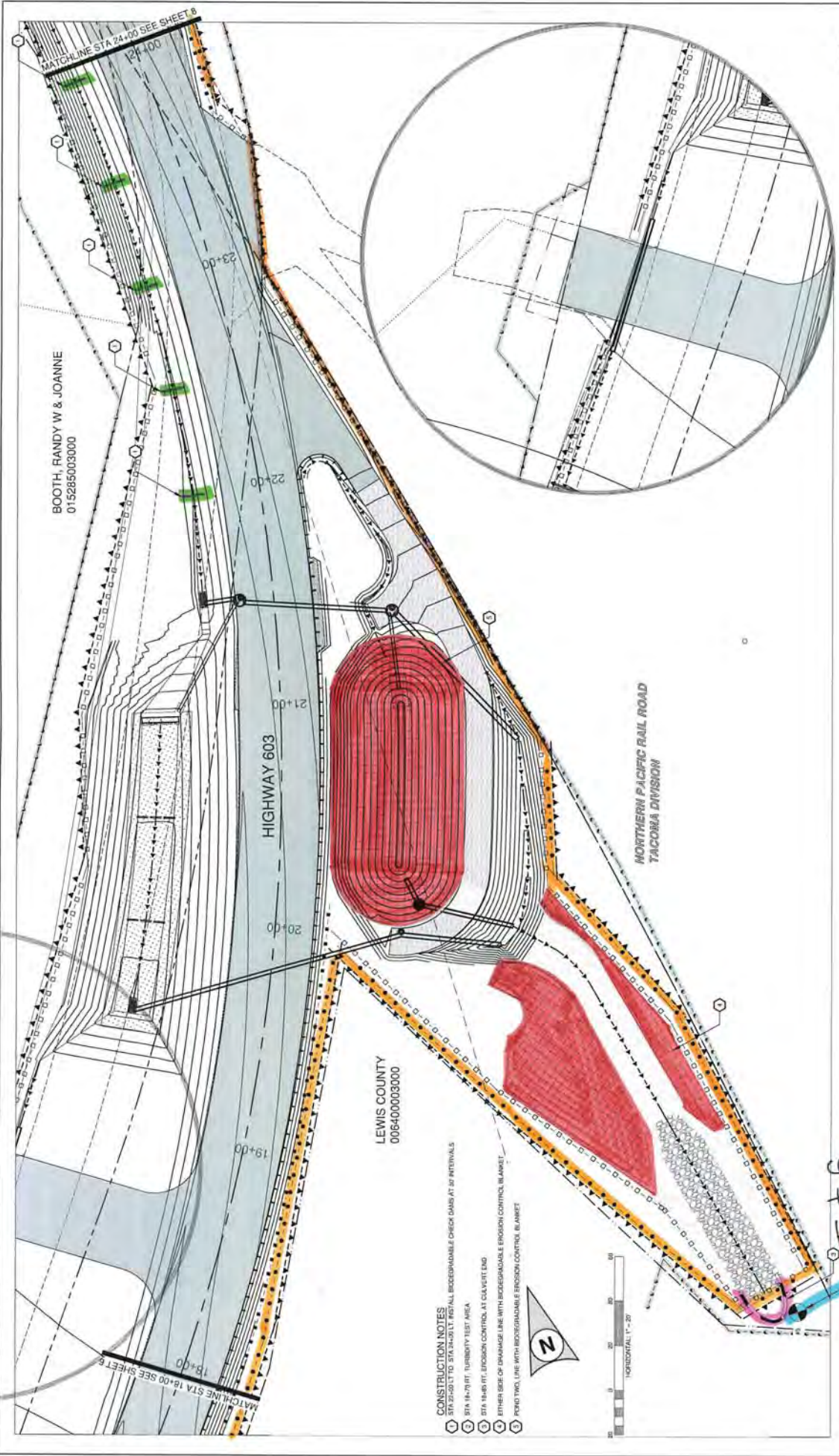
NO.	DATE	REVISION	BY	APP.

DESIGNED BY: RRM  
 DRAWN BY: RRM  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

3025 NE KRESKY AVE  
 CHEHALIS WA 98532  
 PHONE # (360) 745-1123  
 FAX # (360) 745-2718







BOOTH, RANDY W & JOANNE  
015285003000

LEWIS COUNTY  
006400003000

- CONSTRUCTION NOTES**
- 1 STA 22+50 TO STA 23+50, INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - 2 STA 18+75 TO TURBIDITY TEST AREA
  - 3 STA 18+85 TO EROSION CONTROL AT CULVERT END
  - 4 EITHER SIDE OF DRAINAGE LINE WITH BIODEGRADABLE EROSION CONTROL BLANKET
  - 5 POND TWO, LINE WITH BIODEGRADABLE EROSION CONTROL BLANKET



Keith Robert Muggoch, P.E.  
Senior Engineer  
Design  
Date: \_\_\_\_\_



APPROVED BY:  
14800  
424-5555  
Lewis County  
Date: \_\_\_\_\_

RAP PROJECT NO: 2108-01  
COUNTY ROAD PROJECT NO: 2144  
TESS PLAN

**HIGHWAY 603  
STABILIZATION PROJECT**

NO.	DATE	BY	APP.	REVISION

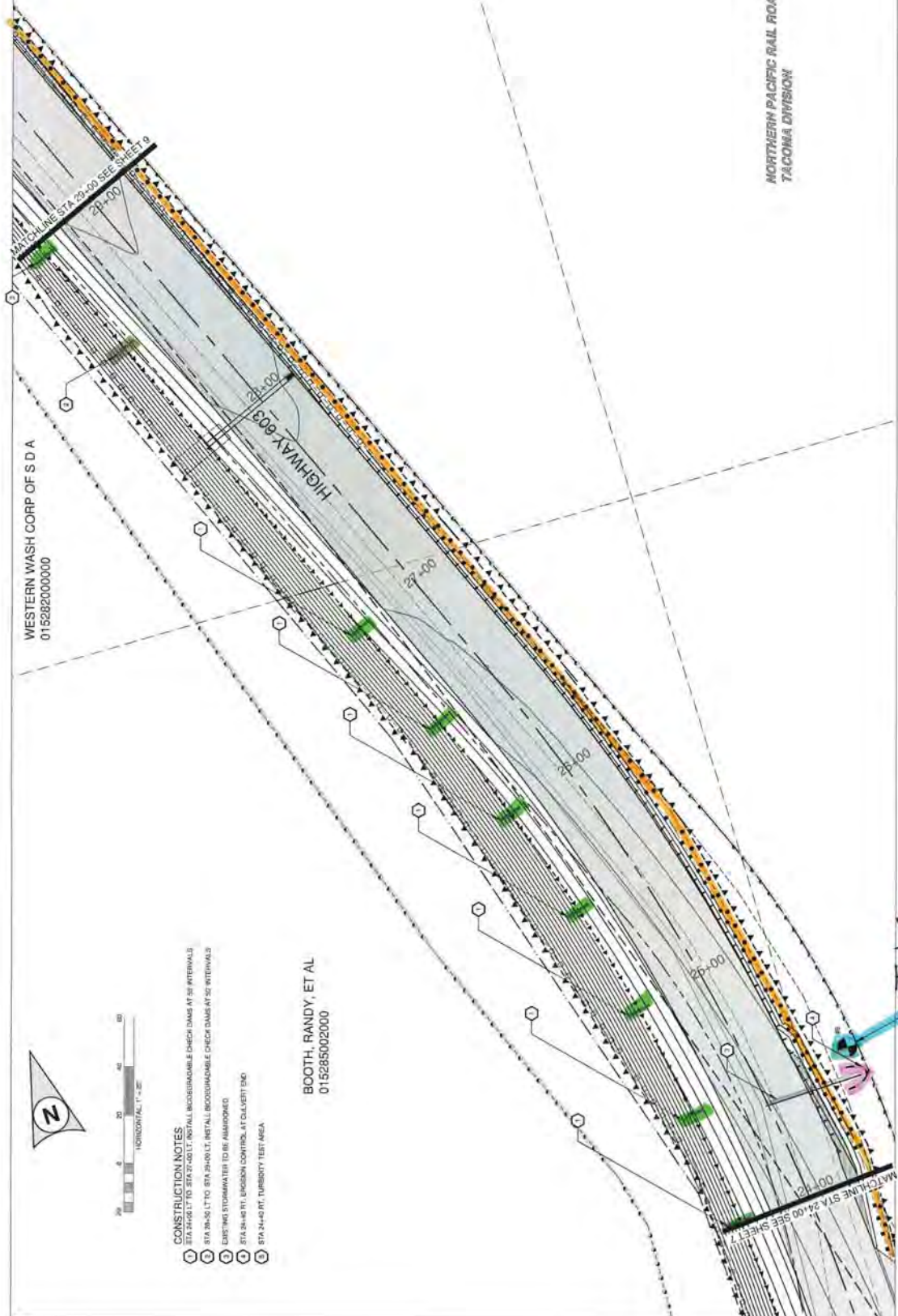
DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

2025 W. KERRY AVE.  
PO BOX 1120  
PHONE # (360) 740-1120  
FAX # (360) 740-2718









WESTERN WASH CORP OF S D A  
015282000000

BOOTH, RANDY, ET AL  
015285002000

- CONSTRUCTION NOTES**
- 1 STA 24+60 TO STA 24+80 RT. INSTALL INSURURABLE CHECK DAMS AT 50' INTERVALS
  - 2 STA 24+80 TO STA 24+90 LT. INSTALL INSURURABLE CHECK DAMS AT 50' INTERVALS
  - 3 STA 24+90 TO STA 24+95 LT. INSTALL INSURURABLE CHECK DAMS AT 50' INTERVALS
  - 4 EXISTING STORMWATER TO BE AMENDED
  - 5 STA 24+85 RT. EROSION CONTROL AT CULVERT END
  - 6 STA 24+40 RT. TURBIDITY TEST AREA

NORTHERN PACIFIC RAIL ROAD  
TACOMA DIVISION



Keith Robert Muggott, P.E.  
Senior Engineer  
Design  
DATE



TRAVIS COUNTY  
DATE

RAP PROJECT NO 2108-01  
COUNTY ROAD PROJECT NO. 2144  
TEST PLAN

**HIGHWAY 603  
STABILIZATION PROJECT**

SHEET  
**8**  
OF  
**127**

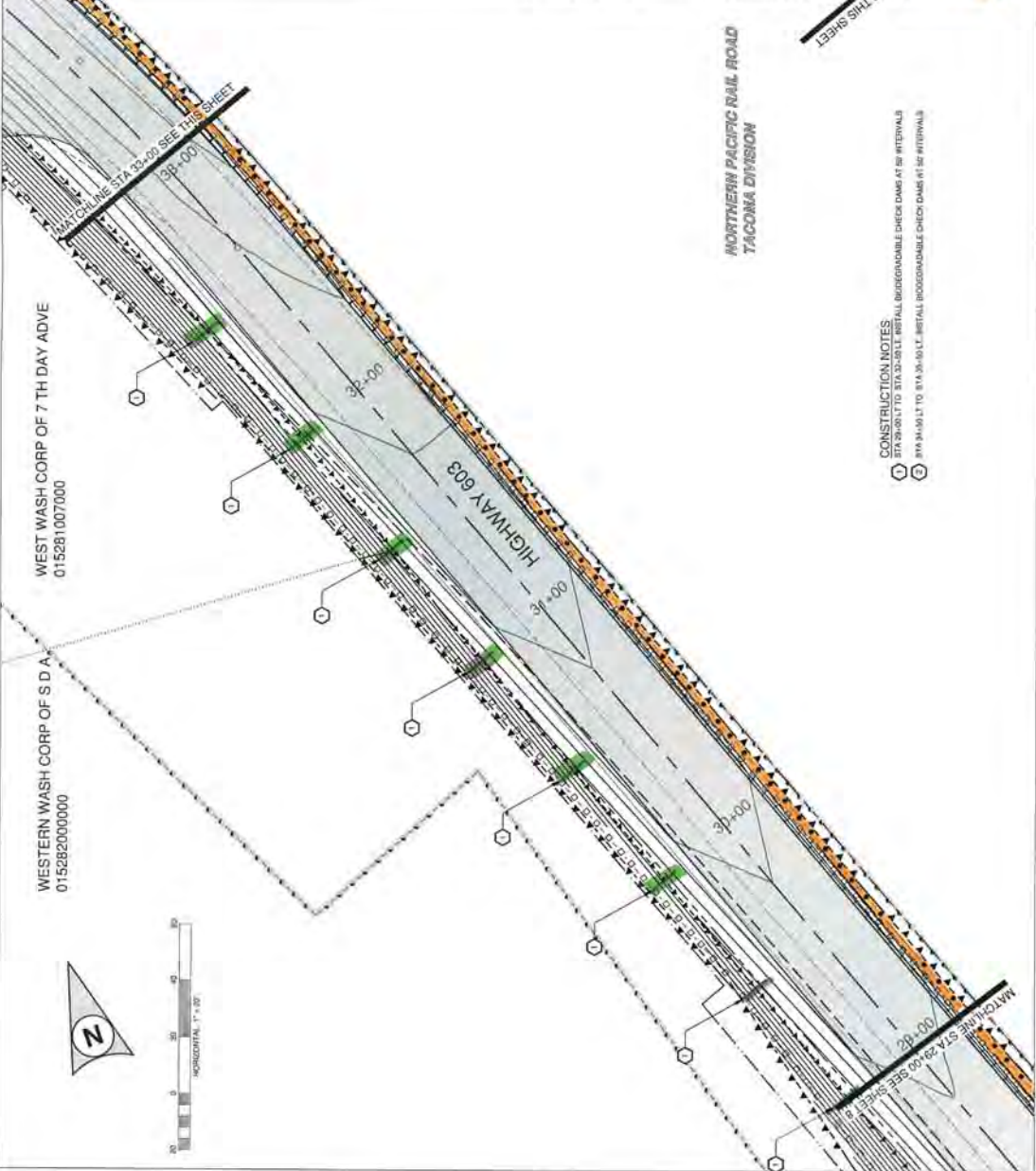
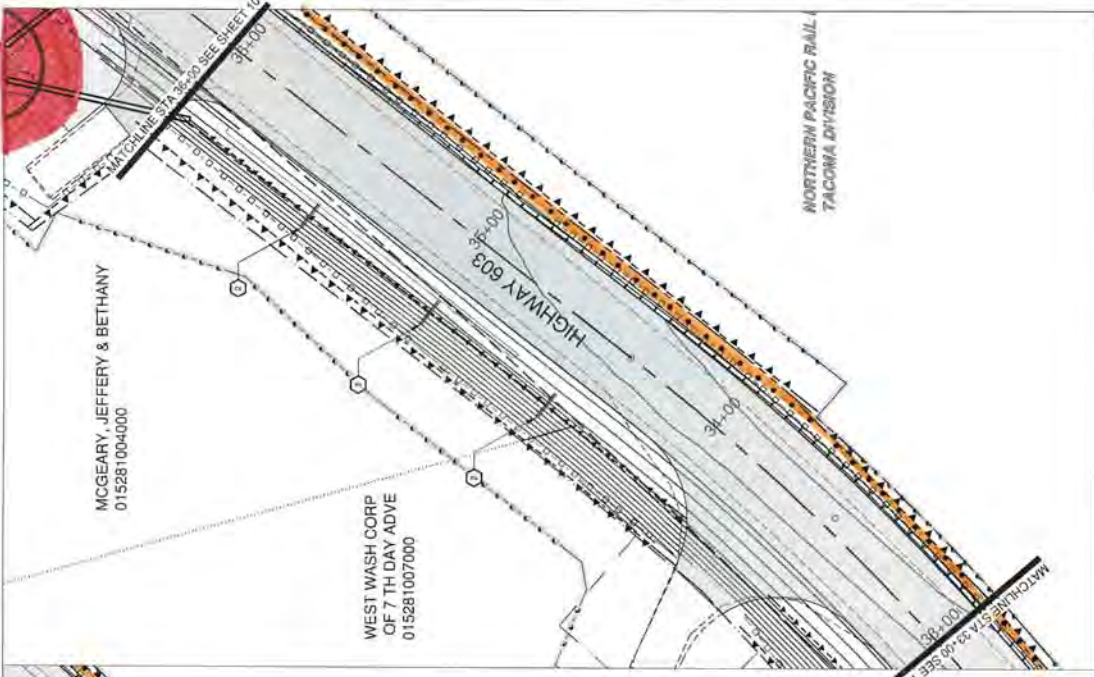
NO.	DATE	REVISION	BY	APP.

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE

205 NE BERRY AVE.  
PHONE # (360) 740-1123  
FAX # (360) 740-2719







- CONSTRUCTION NOTES**
- 1 STA 29+00 TO STA 32+00 L.T. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - 2 STA 32+00 TO STA 34+00 L.T. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS



Keith Robert Muggoch, P.E.  
Senior Engineer  
Design  
DATE: 3/1/04



9 OF 127 SHEETS

RAP PROJECT NO. 2188-01  
COUNTY ROAD PROJECT NO. 2144  
TREC PLAN

# HIGHWAY 603 STABILIZATION PROJECT

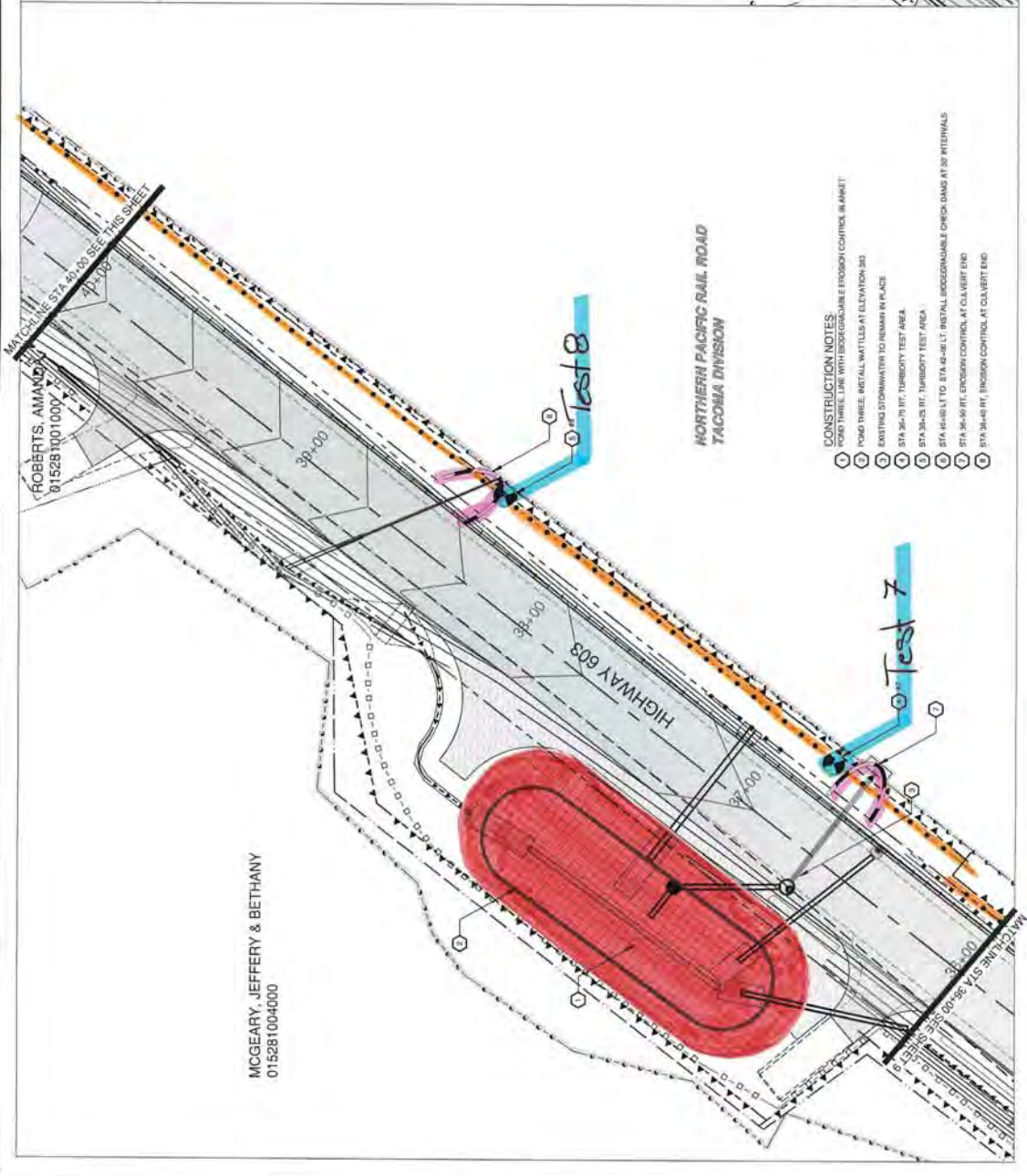
NO.	DATE	BY	APP	REVISION

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE:

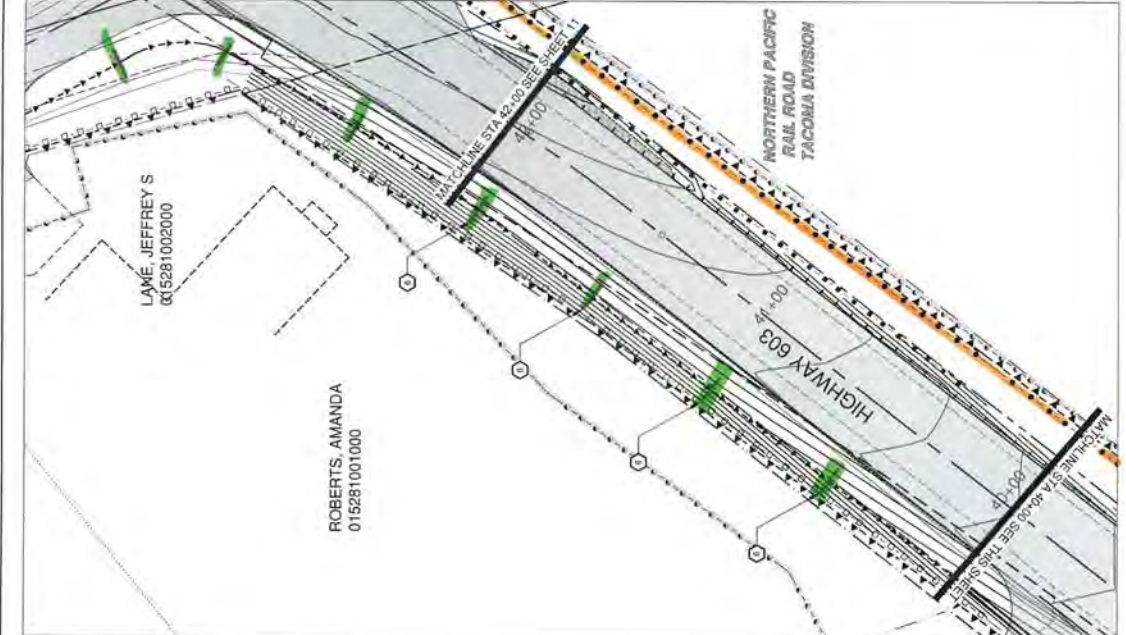
2004 W. BERRY AVE.  
COLEMAN WA 99005  
PHONE # (509) 740-1128  
FAX # (509) 740-8719







- CONSTRUCTION NOTES:**
- ① FORD THREE LINE WITH DEGRADABLE EROSION CONTROL IN MARKET
  - ② FORD THREE. INSTALL MATS/TILES AT ELEVATION 343
  - ③ EXISTING STORMWATER TO REMAIN IN PLACE
  - ④ STA 34+75 RT. TURBOGY TEST AREA
  - ⑤ STA 34+35 RT. TURBOGY TEST AREA
  - ⑥ STA 44+85 LT. INSTALL DEGRADABLE CHECK DAMS AT 30' INTERVALS
  - ⑦ STA 34+30 RT. EROSION CONTROL AT CULVERT END
  - ⑧ STA 34+85 RT. EROSION CONTROL AT CULVERT END



DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE:

2005 MC PERRY AVE.  
CHEHALIS WA 98532  
PHONE # (360) 745-1123  
FAX # (360) 740-2719

**LeWai County**  
Department of Public Works

RAP PROJECT NO. 2108-01  
COUNTY ROAD PROJECT NO. 2144  
TESC PLAN

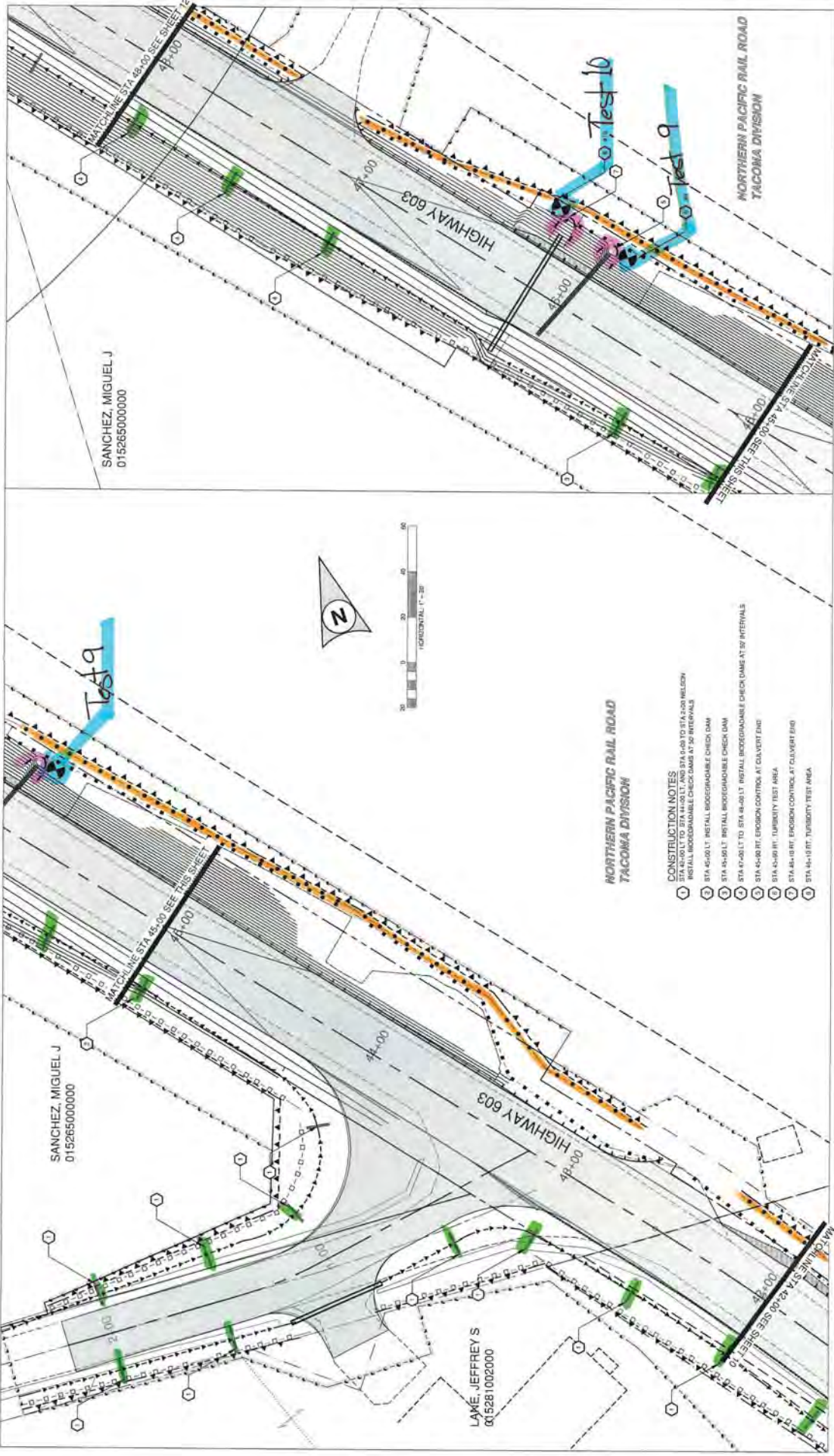
SHEET **10** OF **127**

KEVIN ROBERT MCGEARY, P.E.  
Senior Engineer  
Design  
Date:

**HIGHWAY 603  
STABILIZATION PROJECT**

NO.	DATE	REVISION	BY	APPR.





**NORTHERN PACIFIC RAIL ROAD  
TACOMA DIVISION**

- CONSTRUCTION NOTES**
- 1. INSTALL 18" X 18" X 12" CONCRETE CHECK DAMS AT 50' INTERVALS
  - 2. STA 45+00/11' INSTALL BIODIVERSIFIABLE CHECK DAM
  - 3. STA 44+50/11' INSTALL BIODIVERSIFIABLE CHECK DAM
  - 4. STA 42+00/11' INSTALL BIODIVERSIFIABLE CHECK DAMS AT 20' INTERVALS
  - 5. STA 44+00/11' EROSION CONTROL AT CULVERT END
  - 6. STA 42+00/11' TURBIDITY TEST AREA
  - 7. STA 44+00/11' EROSION CONTROL AT CULVERT END
  - 8. STA 44+10/11' TURBIDITY TEST AREA



Keith Robert Mughosh, P.E.  
Senior Engineer  
Design  
DAM



Miguel J. Sanchez, P.E.  
Senior Engineer  
Design  
DAM

RAP PROJECT NO. 2118-01  
COUNTY ROAD PROJECT NO. 2144

**HIGHWAY 603  
STABILIZATION PROJECT**

TEST PLAN

SHEET 11 OF 127

NO.	DATE	BY	APP.	REVISION

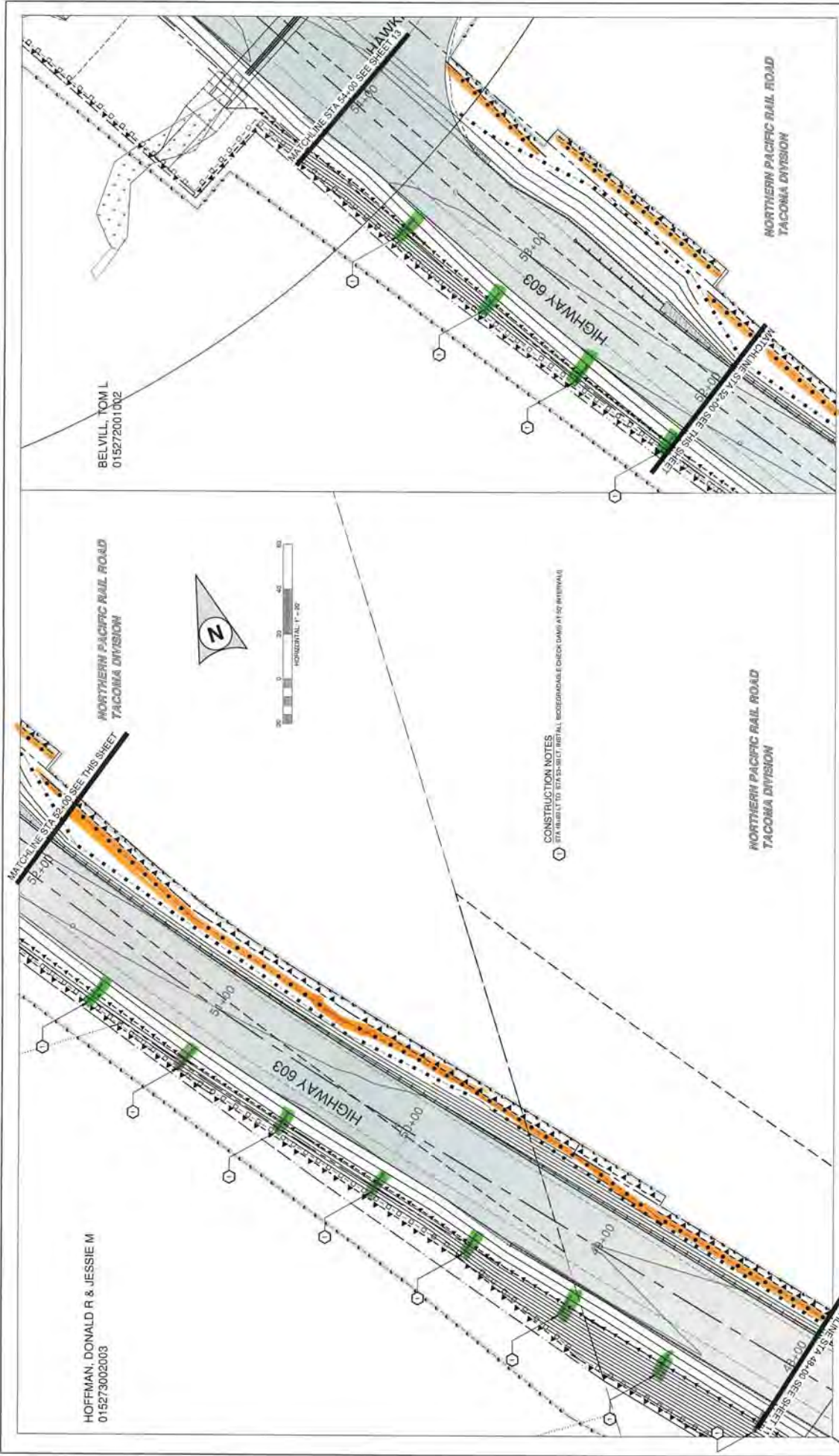
DESIGNED BY: JRM  
DRAWN BY: JRM  
CHECKED BY:  
DATE:

3025 NE KREBSKY AVE.  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 748-8719









HOFFMAN, DONALD R & JESSIE M  
015273002003

BELVILL, TOM L  
015272001002



Keith Robert Maygood, P.E.  
Senior Engineer  
Design  
DATE: 11/15/18



MAP PROJECT NO. 1186.01  
COUNTY ROAD PROJECT NO. 2144  
TERRACE PLAN

SHEET 12 OF 127

# HIGHWAY 603 STABILIZATION PROJECT

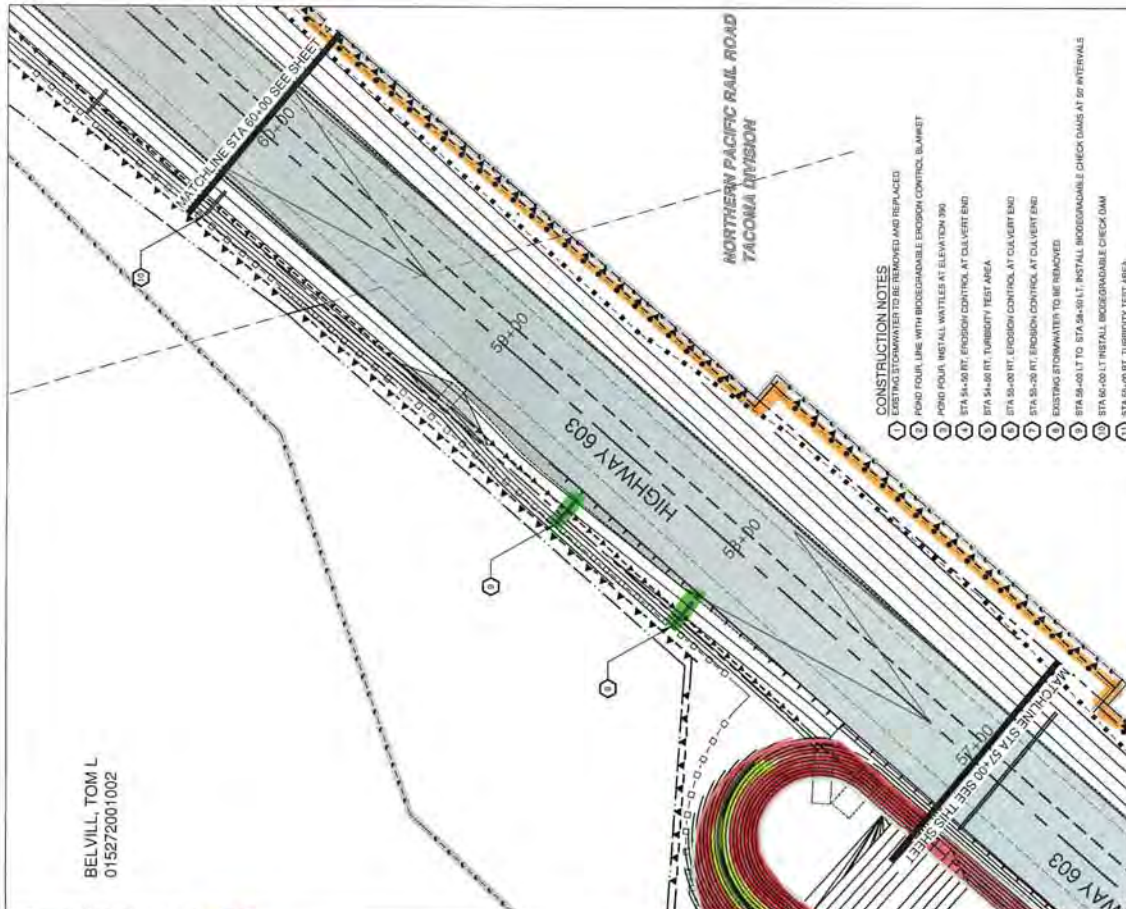
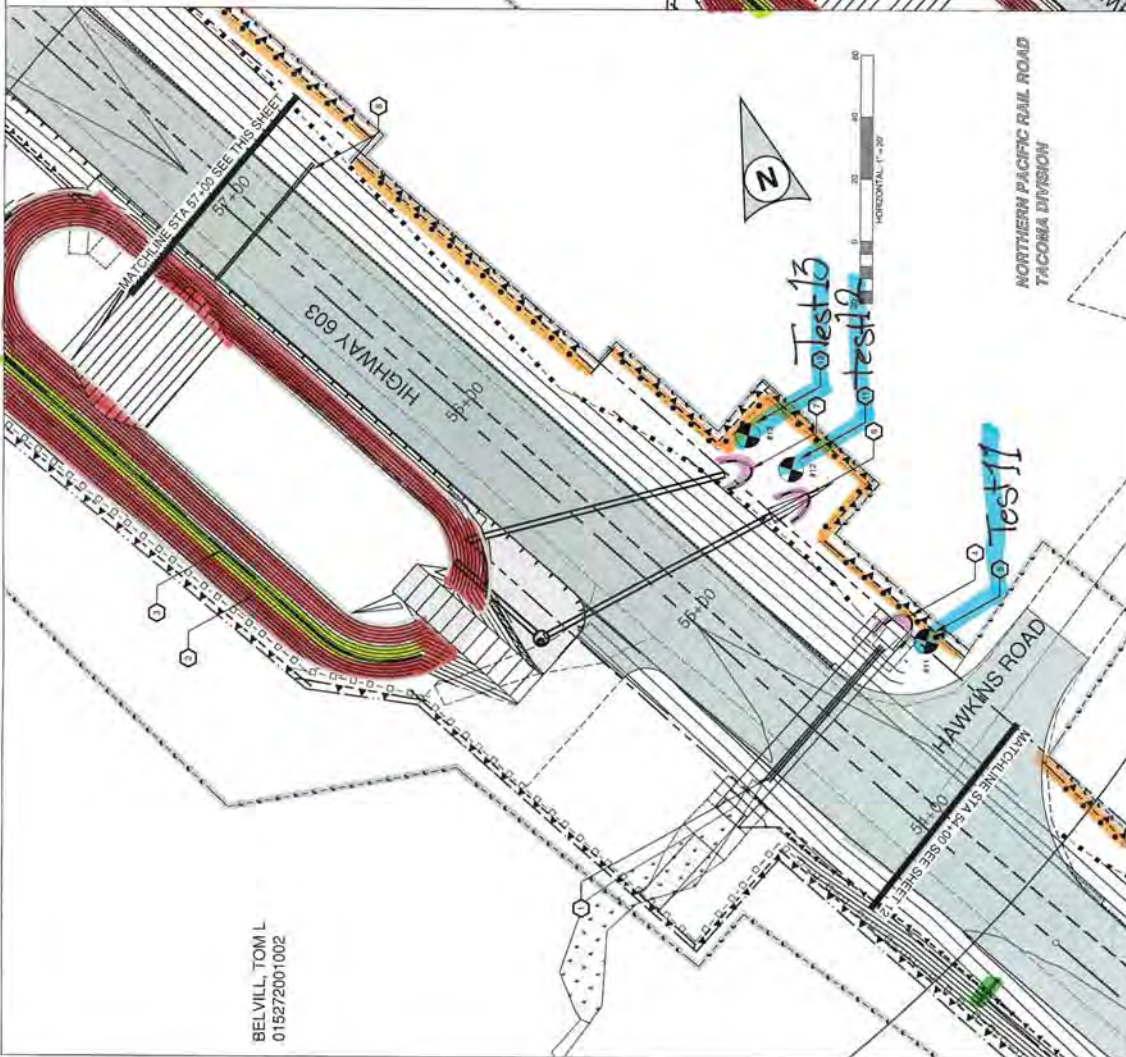
NO.	DATE	BY	REVISION

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY: [ ]  
DATE: [ ]

3025 NE WRESKY AVE.  
GRESHAM, OR 97030  
PHONE: (503) 740-2719  
FAX: (503) 740-2718







BELVILL, TOM L  
015272001002

BELVILL, TOM L  
015272001002

- CONSTRUCTION NOTES**
- 1 EXISTING STORMWATER TO BE REMOVED AND REPLACED
  - 2 POND FOUR LINE WITH BIODEGRADABLE EROSION CONTROL BLANKET
  - 3 POND FIVE INSTALL WATTLIES AT ELEVATION 990
  - 4 STA 54+00 RT. EROSION CONTROL AT CULVERT END
  - 5 STA 54+00 RT. TURBIDITY TEST AREA
  - 6 STA 54+00 RT. EROSION CONTROL AT CULVERT END
  - 7 STA 55+00 RT. EROSION CONTROL AT CULVERT END
  - 8 STA 55+00 RT. TURBIDITY TEST AREA
  - 9 EXISTING STORMWATER TO BE REMOVED
  - 10 STA 56+00 LT. BIODEGRADABLE CHECK DAM AT 56' INTERVALS
  - 11 STA 56+00 LT. BIODEGRADABLE CHECK DAM
  - 12 STA 56+00 RT. TURBIDITY TEST AREA
  - 13 STA 56+20 RT. TURBIDITY TEST AREA



DESIGNED BY: RMM  
DRAWN BY: RMM  
CHECKED BY:  
DATE:

BY APP: \_\_\_\_\_  
REVISION

SHEET 13 OF 127

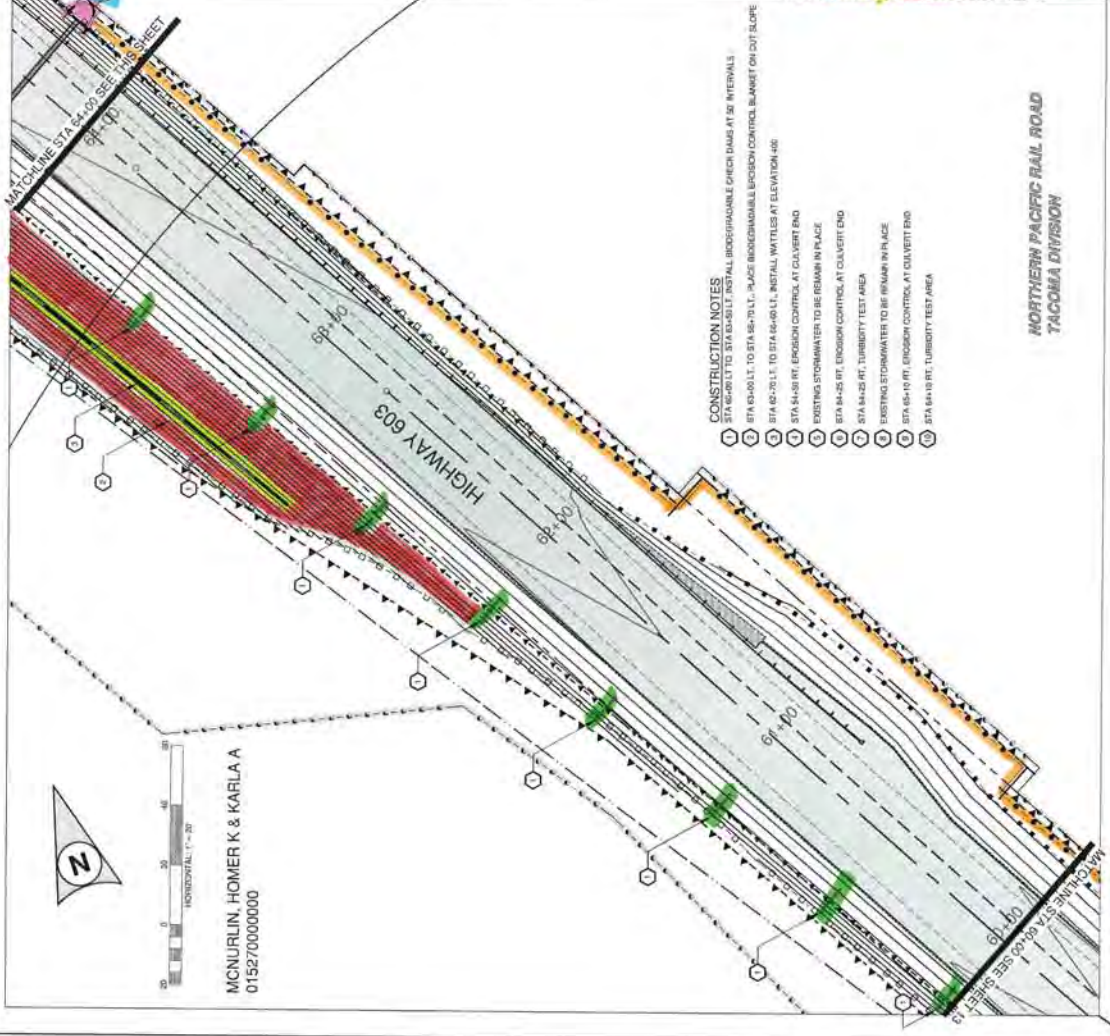
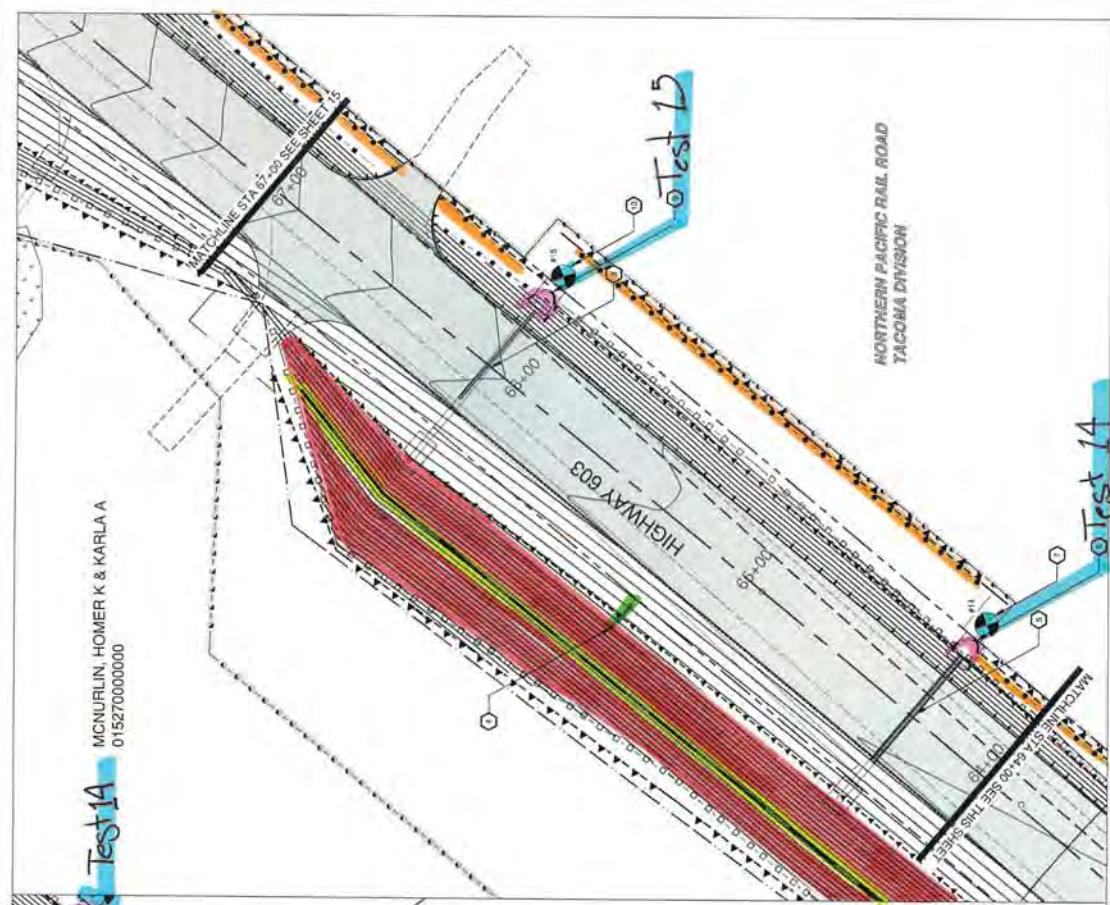
RAP PROJECT NO. 210801  
COUNTY ROAD PROJECT NO. 2144  
TBS PLAN

# HIGHWAY 603 STABILIZATION PROJECT

2025 NE KRESKY AVE.  
PHOENIX, AZ 85016  
PHONE # (602) 740-1123  
FAX # (602) 740-2719







- CONSTRUCTION NOTES**
- 1 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 2 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 3 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 4 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 5 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 6 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 7 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 8 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 9 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE
  - 10 STA 84-00.11 TO STA 84-00.11.1 - PLACE BINDER/EMULSION EROSION CONTROL BLANKET ON DIRT SLOPE

MCNURLIN, HOMER K & KARLA A  
015270000000

Test 14

Test 15

Test 14



Kevin Robert Maggocha, P.E.  
Senior Engineer  
Design  
Date: \_\_\_\_\_



LEWIS COUNTY  
1-800-424-5555  
424-5555  
LEWIS COUNTY  
WASHINGTON

RAP PROJECT NO: 2108-01  
COUNTY ROAD PROJECT NO: 2144  
TESC PLAN

SHEET  
14 OF 127

**HIGHWAY 603  
STABILIZATION PROJECT**

BY: APP: \_\_\_\_\_

NO. | DATE

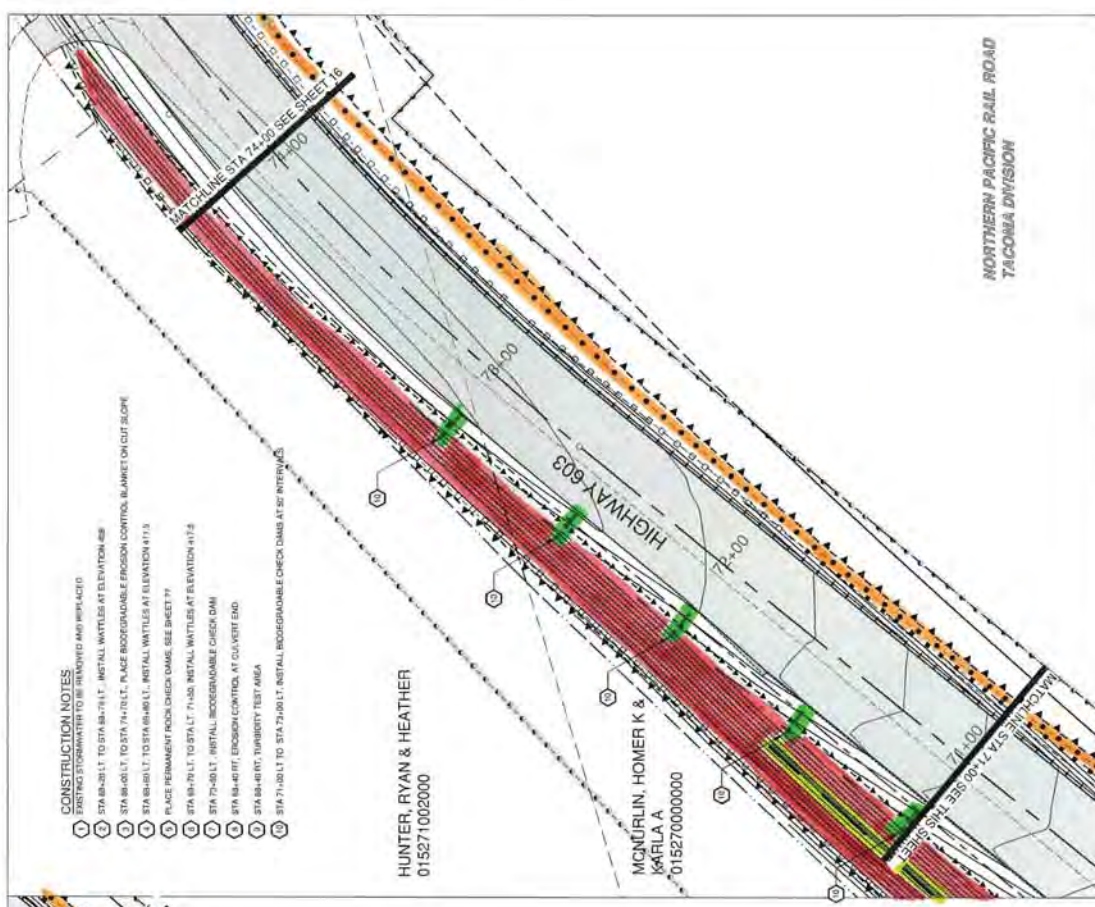
NO.	DATE	REVISION

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

2025 NE KRESKY AVE  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 740-0719







**Robert M. Grogan, P.E.**  
Senior Engineer  
Design  
DATE: 11/15/10



**Keith Richard Muggoch, P.E.**  
Senior Engineer  
Design  
DATE: 11/15/10

RMP PROJECT NO. 2108-01  
COUNTY ROAD PROJECT NO. 2144  
TESS PLAN

**HIGHWAY 603  
STABILIZATION PROJECT**

NO.	DATE	REVISION	BY	APP.

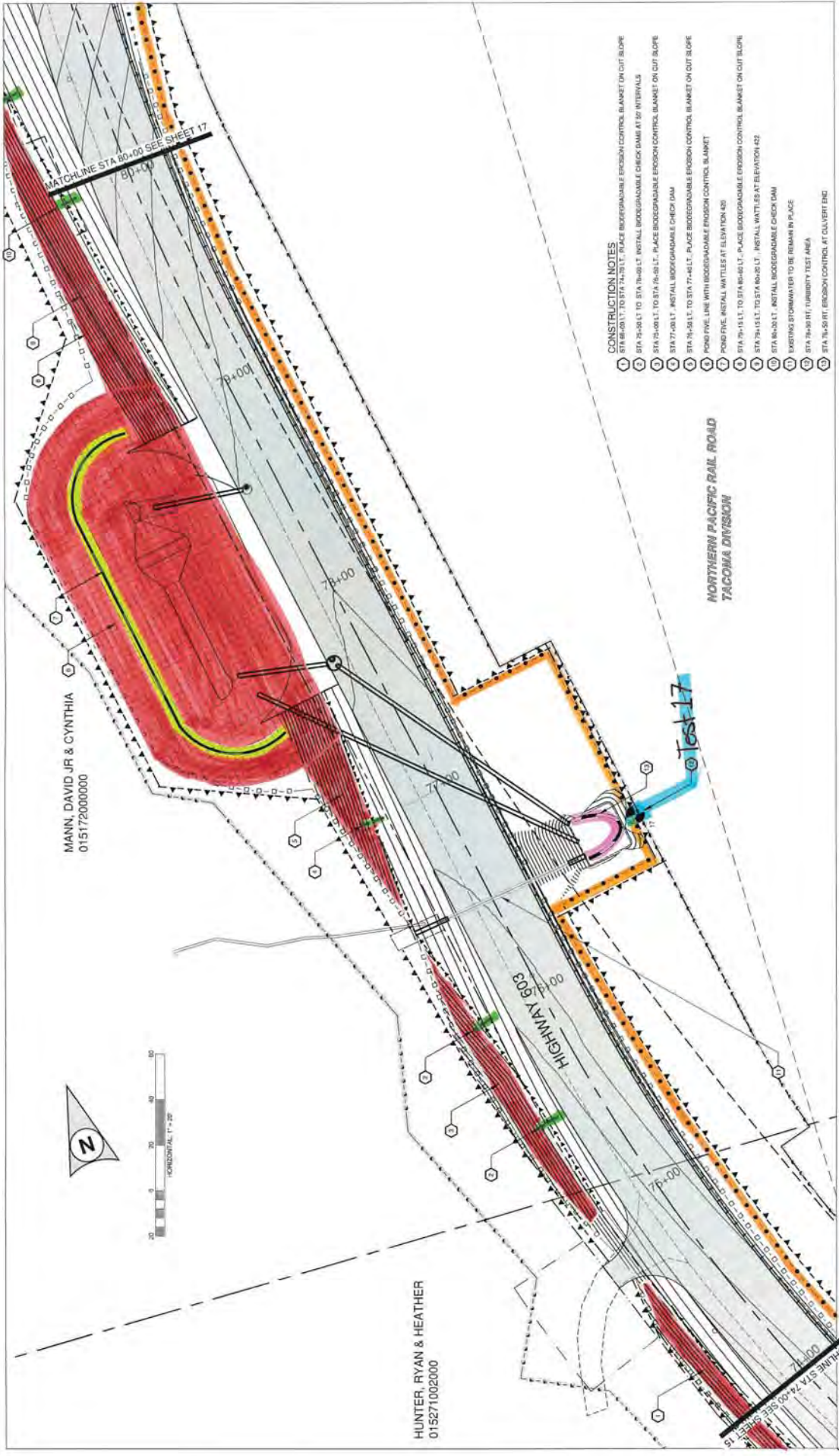
DESIGNED BY: JRM  
DRAWN BY: JRM  
CHECKED BY:  
DATE:

2025 NE WESKY AVE  
PHONE # (360) 740-1120  
FAX # (360) 740-2719









MANN, DAVID JR & CYNTHIA  
015172000000

HUNTER, RYAN & HEATHER  
015271002000

- CONSTRUCTION NOTES**
- 1 STA 80+01 LT. TO STA 74+01 LT. PLACE BIODEGRADABLE EROSION CONTROL BLANKET ON CUT SLOPE
  - 2 STA 79+50 LT. TO STA 74+01 LT. INSTALL BIODEGRADABLE CHECK DAM AT 50' INTERVALS
  - 3 STA 79+50 LT. TO STA 74+01 LT. PLACE BIODEGRADABLE EROSION CONTROL BLANKET ON CUT SLOPE
  - 4 STA 77+00 LT. TO STA 74+01 LT. INSTALL BIODEGRADABLE CHECK DAM
  - 5 STA 74+01 LT. TO STA 77+00 LT. PLACE BIODEGRADABLE EROSION CONTROL BLANKET ON CUT SLOPE
  - 6 POSITIVE LINE WITH BIODEGRADABLE EROSION CONTROL BLANKET
  - 7 POSITIVE LINE WITH BIODEGRADABLE EROSION CONTROL BLANKET
  - 8 STA 79+45 LT. TO STA 80+45 LT. PLACE BIODEGRADABLE EROSION CONTROL BLANKET ON CUT SLOPE
  - 9 POSITIVE LINE WITH BIODEGRADABLE EROSION CONTROL BLANKET
  - 10 STA 80+45 LT. TO STA 80+45 LT. PLACE BIODEGRADABLE EROSION CONTROL BLANKET ON CUT SLOPE
  - 11 STA 80+45 LT. TO STA 80+45 LT. PLACE BIODEGRADABLE EROSION CONTROL BLANKET ON CUT SLOPE
  - 12 EXISTING STORMWATER TO BE REMAIN IN PLACE
  - 13 STA 79+50 RT. TURBIDITY TEST AREA
  - 14 STA 79+50 RT. EROSION CONTROL AT CULVERT END

NORTHERN PACIFIC RAIL ROAD  
TACONIA DIVISION



Keith Robert Muzgoch P.E.  
Senior Engineer  
Design  
Date



16 OF 127

RAP PROJECT NO. 210841  
COUNTY ROAD PROJECT NO. 2144  
TESC PLAN

# HIGHWAY 603 STABILIZATION PROJECT

NO.	DATE	REVISION	BY	APP.

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE:

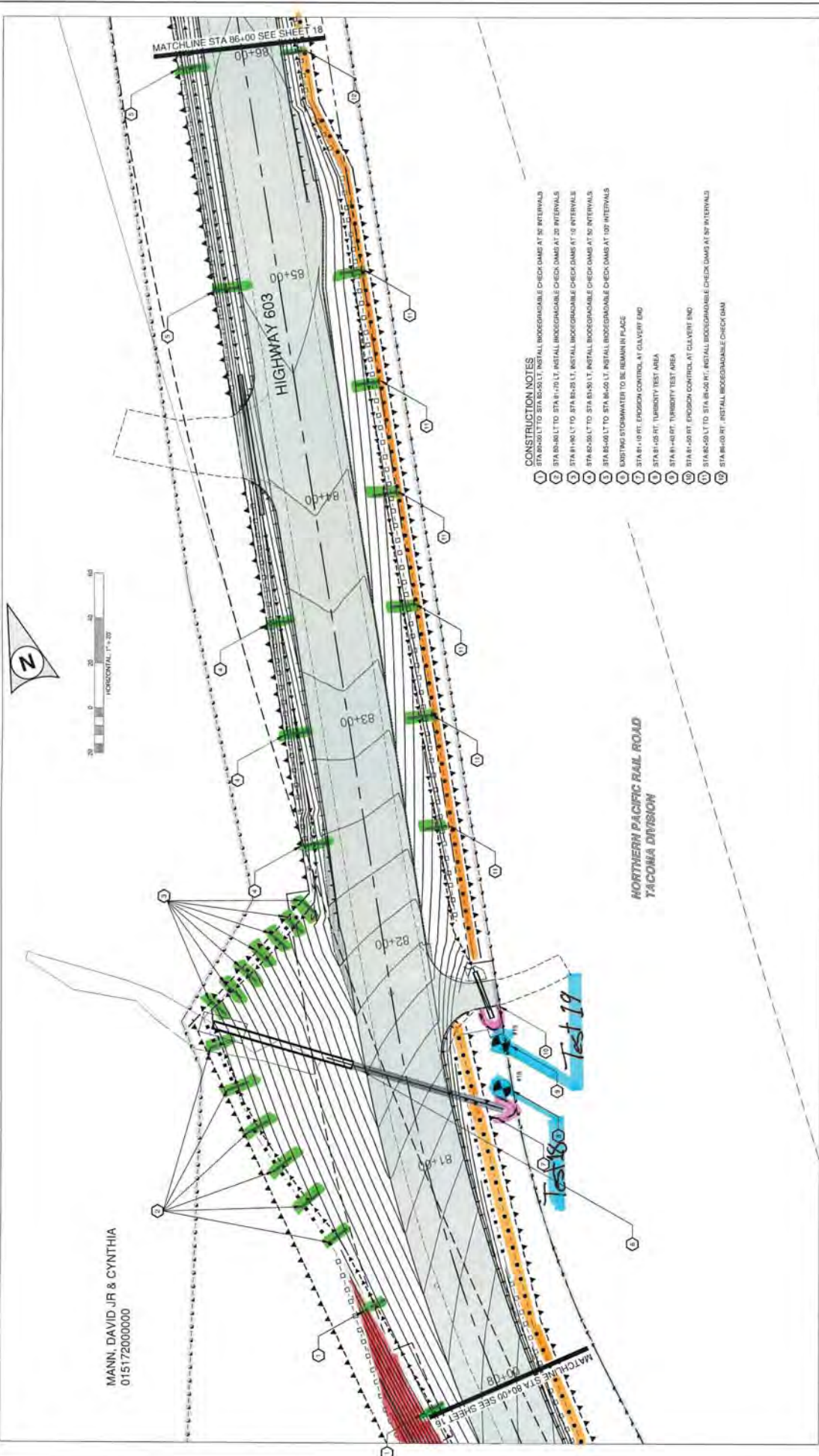
2025 NE KRESKY AVE.  
CHEHALIS WA 98532  
PHONE # (360) 745-1123  
FAX # (360) 742-2719







MANN, DAVID JR & CYNTHIA  
015172000000



- CONSTRUCTION NOTES**
- 1 STA 80+00 LT TO STA 80+50 LT. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - 2 STA 80+50 LT TO STA 81+00 LT. INSTALL BIODEGRADABLE CHECK DAMS AT 20' INTERVALS
  - 3 STA 81+00 LT TO STA 81+50 LT. INSTALL BIODEGRADABLE CHECK DAMS AT 10' INTERVALS
  - 4 STA 81+50 LT TO STA 82+00 LT. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - 5 STA 82+00 LT TO STA 82+50 LT. INSTALL BIODEGRADABLE CHECK DAMS AT 100' INTERVALS
  - 6 EXISTING STORMWATER TO BE REMAIN IN PLACE
  - 7 STA 81+00 RT. EROSION CONTROL AT CULVERT END
  - 8 STA 81+00 RT. TURBIDITY TEST AREA
  - 9 STA 81+50 RT. TURBIDITY TEST AREA
  - 10 STA 81+50 RT. EROSION CONTROL AT CULVERT END
  - 11 STA 82+00 LT TO STA 82+50 RT. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - 12 STA 82+50 RT. INSTALL BIODEGRADABLE CHECK DAM



Keith Robert Magnuson, P.E.  
Senior Engineer  
Design  
Date: 12/15/2018



UNIVERSITY OF WASHINGTON  
License No. 424555  
Date: 12/15/2018

RAP PROJECT NO. 3108-01  
COUNTY ROAD PROJECT NO. 2144  
SHEET 17 OF 127  
TREC PLAN

# HIGHWAY 603 STABILIZATION PROJECT

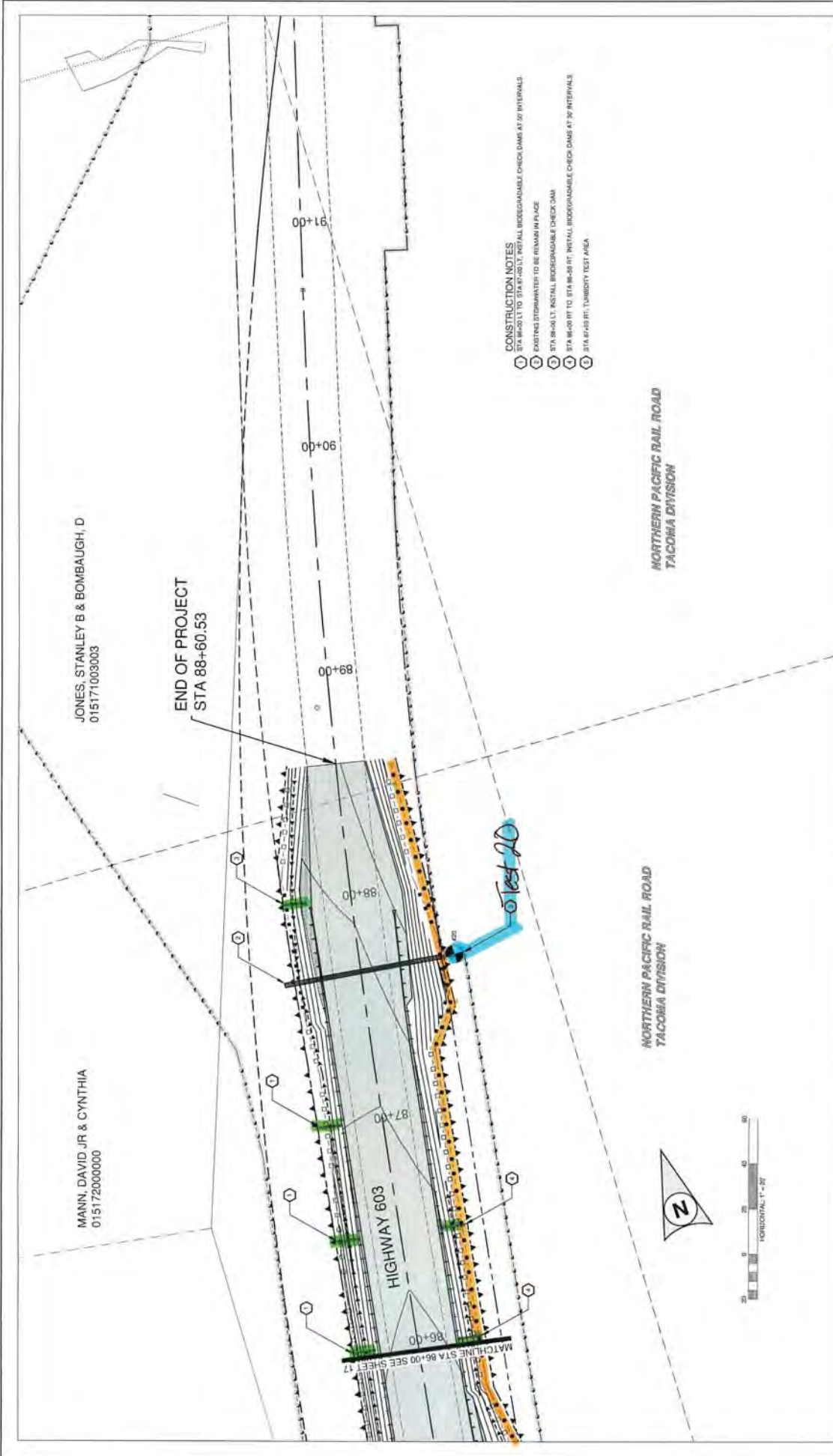
NO.	DATE	BY	APP.	REVISION

DESIGNED BY: KRM  
DRAWN BY: KRM  
CHECKED BY:  
DATE:

2020 NE KRESKY AVE  
CHIEFALWA WASH WA 98505  
PHONE # (360) 740-2719  
FAX # (360) 740-2719







- CONSTRUCTION NOTES**
- ① STA 86+00 TO STA 87+00 LT. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - ② EXISTING DETERMINED TO BE REMAIN IN PLACE
  - ③ STA 88+00 LT. INSTALL BIODEGRADABLE CHECK DAM
  - ④ STA 88+00 RT TO STA 88+50 RT. INSTALL BIODEGRADABLE CHECK DAMS AT 50' INTERVALS
  - ⑤ STA 88+50 RT. TURBOGRY TEST AREA



Keith Robert Muggison, P.E.  
 State Engineer  
 Design  
 Date: 3/1/14



Robert Muggison, P.E.  
 State Engineer  
 Design  
 Date: 3/1/14

RUP PROJECT NO: 2108-01  
 COUNTY ROAD PROJECT NO: 2144  
 TESC PLAN

# HIGHWAY 603 STABILIZATION PROJECT

NO.	DATE	BY	APP.	REVISION

DESIGNED BY: KRM  
 DRAWN BY: KRM  
 CHECKED BY:  
 DATE:

2025 NE KRESKY AVE.  
 CHEHALIS WA 98532  
 PHONE # (360) 746-1123  
 FAX # (360) 746-2719



LEWIS COUNTY  
 Department of Public Works



## **Appendix B – Construction BMPs**

- Preserving Natural Vegetation (BMP C101)
- Buffer Zones (BMP C102)
- High Visibility Plastic or Metal Fencing (BMP C103)
- Stabilized Construction Entrance (BMP C105)
- Construction Road Stabilization (BMP C107)
- Temporary and Permanent Seeding (BMP C120)
- Mulching (BMP C121)
- Nets and Blankets (BMP C122)
- Plastic Covering (BMP C123)
- Surface Roughening (BMP C130)
- Dust Control (BMP C140)
- Materials on Hand (BMP C150)
- Concrete Handling (BMP C151)
- Certified Erosion and Sediment Control Lead (BMP C160)
- Scheduling (BMP C162)
- Interceptor Dike and Swale (BMP C200)
- Grass-Lined Channels (BMP C201)
- Channel Lining (BMP C202)
- Water Bars (BMP C203)
- Check Dams (BMP C207)
- Outlet Protection (BMP C209)
- Storm Drain Inlet Protection (BMP C220)
- Gravel Filter Berm (BMP C232)
- Silt Fence (BMP C233)
- Vegetated Strip (BMP C234)
- Wattles (BMP C235)



- Vegetative Filtration (BMP C236)
- Sediment Trap (BMP C240)
- Temporary Sediment Pond (BMP C241)
- Construction Stormwater Chemical Treatment (BMP C250)
- Construction Stormwater Filtration (BMP C251)

## **Appendix C – Alternative BMPs**

The following includes a list of possible alternative BMPs for each of the 12 elements not described in the main TESC text. This list can be referenced in the event a BMP for a specific element is not functioning as designed and an alternative BMP needs to be implemented.

### **Element #1 - Mark Clearing Limits**

### **Element #2 - Establish Construction Access**

- Wheel Wash (BPM C106)

### **Element #3 - Control Flow Rates**

- Sediment Trap (BMP C204)
- Outlet Protection (BMP C209)
- Temporary Sediment Pond (BMP C241)

### **Element #4 - Install Sediment Controls**

- Brush Barrier (BMP C231)

### **Element #5 - Stabilize Soils**

- Sodding (BMP C124)
- Topsoiling/Composting (BMP C125)
- Polyacrylamide for Soil Erosion Protection (BMP C126)
- Gradient Terraces (BMP C131)

### **Element #6 - Protect Slopes**

- Mulching (BMP C121)
- Nets and Blankets (BMP C122)
- Gradient Terraces (BMP C131)
- Water Bars (BMP C203)
- Pipe Slope Drains (BMP C204)
- Subsurface Drains (BMP C205)
- Level Spreader (BMP C206)
- Triangular Silt Dike (BMP C208)

### **Element #7 - Protect Drain Inlets**

### **Element #8 - Stabilize Channels and Outlets**

- Nets and Blankets (BMP C122)

### **Element #9 – Control Pollutants**

- Sawcutting and Surface Pollution Prevention (BMP C152)

- Material Delivery, Storage and Containment (BMP C153)
- Concrete Washout Area (BMP C154)
- Construction Stormwater Chemical Treatment (BMP C250)
- Construction Stormwater Filtration (BMP C251)
- High pH Neutralization Using CO<sub>2</sub> (BMP C252)
- pH Control for High pH Water (BMP C253)

**Element #10 - Control Dewatering**

- Water bars (BMP C203)

**Element #11 – Maintenance BMPs**

**Element #12 – Manage the Project**

- Materials on Hand (BMP C150)

## **Appendix D – General Permit**

This page intentionally left blank for printing purposes.

The Construction Stormwater General Permit is not included in this pdf version of the TESC plan though it may be located at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/permitdocs/2016CSWGPFinal.pdf>. This permit will be in the hard copy TESC Plan to be provided at the Pre-Construction Meeting within the Site Logbook.

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## Appendix E – Site Inspection Forms (and Site Log)

The results of each inspection shall be summarized in an inspection report or checklist that is entered into or attached to the site log book. It is suggested that the inspection report or checklist be included in this appendix to keep monitoring and inspection information in one document, but this is optional. However, it is mandatory that this TESC and the site inspection forms be kept onsite at all times during construction, and that inspections be performed and documented as outlined below.

At a minimum, each inspection report or checklist shall include:

- a. Inspection date/times
- b. Weather information: general conditions during inspection, approximate amount of precipitation since the last inspection, and approximate amount of precipitation within the last 24 hours.
- c. A summary or list of all BMPs that have been implemented, including observations of all erosion/sediment control structures or practices.
- d. The following shall be noted:
  - i. locations of BMPs inspected,
  - ii. locations of BMPs that need maintenance,
  - iii. the reason maintenance is needed,
  - iv. locations of BMPs that failed to operate as designed or intended, and
  - v. locations where additional or different BMPs are needed, and the reason(s) why. A description of stormwater discharged from the site. The presence of suspended sediment, turbid water, discoloration, and/or oil sheen shall be noted, as applicable.
- f. A description of any water quality monitoring performed during inspection, and the results of that monitoring.
- g. General comments and notes, including a brief description of any BMP repairs, maintenance or installations made as a result of the inspection.
- h. A statement that, in the judgment of the person conducting the site inspection, the site is either in compliance or out of compliance with the terms and conditions of the TESC and the NPDES permit. If the site inspection indicates that the site is out of compliance, the inspection report shall include a summary of the remedial actions required to bring the site back into compliance, as well as a schedule of implementation.
- i. Name, title, and signature of person conducting the site inspection; and the following statement: “I certify under penalty of law that this report is true, accurate, and complete, to the best of my knowledge and belief”.

When the site inspection indicates that the site is not in compliance with any terms and conditions of the NPDES permit, the Permittee shall take immediate action(s) to: stop,



contain, and clean up the unauthorized discharges, or otherwise stop the noncompliance; correct the problem(s); implement appropriate Best Management Practices (BMPs), and/or conduct maintenance of existing BMPs; and achieve compliance with all applicable standards and permit conditions. In addition, if the noncompliance causes a threat to human health or the environment, the Permittee shall comply with the Noncompliance Notification requirements in Special Condition S5.F of the permit.

# Construction Stormwater Site Inspection Form

**Project Name** \_\_\_\_\_ **Permit #** \_\_\_\_\_ **Inspection Date** \_\_\_\_\_ **Time** \_\_\_\_\_

Name of Certified Erosion Sediment Control Lead (CESCL) or qualified inspector if *less than one acre*

Print Name: \_\_\_\_\_

Approximate rainfall amount since the last inspection (in inches): \_\_\_\_\_

Approximate rainfall amount in the last 24 hours (in inches): \_\_\_\_\_

Current Weather Clear  Cloudy  Mist  Rain  Wind  Fog

**A. Type of inspection:** Weekly  Post Storm Event  Other

**B. Phase of Active Construction (check all that apply):**

Pre Construction/installation of erosion/sediment controls	<input type="checkbox"/>	Clearing/Demo/Grading	<input type="checkbox"/>	Infrastructure/storm/roads	<input type="checkbox"/>
Concrete pours	<input type="checkbox"/>	Vertical Construction/buildings	<input type="checkbox"/>	Utilities	<input type="checkbox"/>
Offsite improvements	<input type="checkbox"/>	Site temporary stabilized	<input type="checkbox"/>	Final stabilization	<input type="checkbox"/>

**C. Questions:**

- |  |     |    |  |
|--|-----|----|--|
| 1. Were all areas of construction and discharge points inspected?  | Yes | No |  |
| 2. Did you observe the presence of suspended sediment, turbidity, discoloration, or oil sheen            | Yes | No |  |
| 3. Was a water quality sample taken during inspection? ( <i>refer to permit conditions S4 &amp; S5</i> ) | Yes | No |  |
| 4. Was there a turbid discharge 250 NTU or greater, or Transparency 6 cm or less?*                       | Yes | No |  |
| 5. If yes to #4 was it reported to Ecology?  | Yes | No |  |
| 6. Is pH sampling required? pH range required is 6.5 to 8.5.   | Yes | No |  |

If answering yes to a discharge, describe the event. Include when, where, and why it happened; what action was taken, and when.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*If answering yes to # 4 record NTU/Transparency with continual sampling daily until turbidity is 25 NTU or less/ transparency is 33 cm or greater.

Sampling Results: \_\_\_\_\_ Date: \_\_\_\_\_

Parameter	Method (circle one)	Result			Other/Note
		NTU	cm	pH	
Turbidity	tube, meter, laboratory				
pH	Paper, kit, meter				

## Construction Stormwater Site Inspection Form

Element #	Inspection	BMPs Inspected			BMP needs maintenance	BMP failed	Action required (describe in section F)
		yes	no	n/a			
5 Stabilize Soils Cont.	Are stockpiles stabilized from erosion, protected with sediment trapping measures and located away from drain inlet, waterways, and drainage channels?						
	Have soils been stabilized at the end of the shift, before a holiday or weekend if needed based on the weather forecast?						
6 Protect Slopes	Has stormwater and ground water been diverted away from slopes and disturbed areas with interceptor dikes, pipes and or swales?						
	Is off-site storm water managed separately from stormwater generated on the site?						
	Is excavated material placed on uphill side of trenches consistent with safety and space considerations?						
	Have check dams been placed at regular intervals within constructed channels that are cut down a slope?						
7 Drain Inlets	Storm drain inlets made operable during construction are protected.						
	Are existing storm drains within the influence of the project protected?						
8 Stabilize Channel and Outlets	Have all on-site conveyance channels been designed, constructed and stabilized to prevent erosion from expected peak flows?						
	Is stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes and downstream conveyance systems?						
9 Control Pollutants	Are waste materials and demolition debris handled and disposed of to prevent contamination of stormwater?						
	Has cover been provided for all chemicals, liquid products, petroleum products, and other material?						
	Has secondary containment been provided capable of containing 110% of the volume?						
	Were contaminated surfaces cleaned immediately after a spill incident?						
	Were BMPs used to prevent contamination of stormwater by a pH modifying sources?						

# Construction Stormwater Site Inspection Form

---

F. Elements checked "Action Required" (section D) describe corrective action to be taken. List the element number; be specific on location and work needed. Document, initial, and date when the corrective action has been completed and inspected.

Element #	Description and Location	Action Required	Completion Date	Initials

*Attach additional page if needed*

**Sign the following certification:**

"I certify that this report is true, accurate, and complete, to the best of my knowledge and belief"

Inspected by: (print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Title/Qualification of Inspector: \_\_\_\_\_

# APPENDIX F

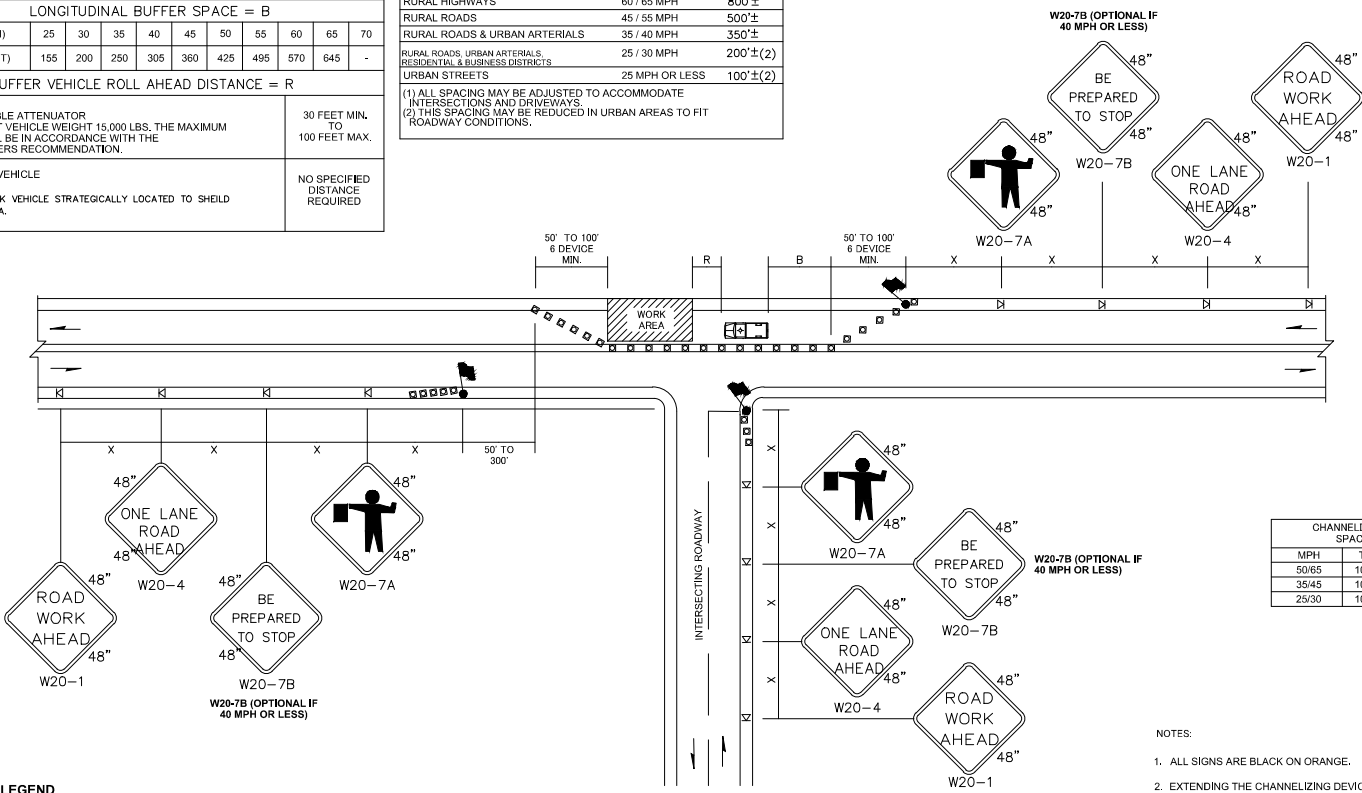
## TEMPORARY TRAFFIC CONTROL PLANS



BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-
BUFFER VEHICLE ROLL AHEAD DISTANCE = R										
TRANSPORTABLE ATTENUATOR MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION.										30 FEET MIN. TO 100 FEET MAX.
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.										NO SPECIFIED DISTANCE REQUIRED

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800'±
RURAL ROADS	45 / 55 MPH	500'±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANSENT
50/65	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40

- LEGEND**
- FLAGGING STATION
  - TEMPORARY SIGN LOCATION
  - CHANNELIZING DEVICES
  - PROTECTIVE VEHICLE

- NOTES:**
- ALL SIGNS ARE BLACK ON ORANGE.
  - EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
  - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
  - SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

**ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS**  
NOT TO SCALE



2025 N. E. KRESKY AVE.  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 740-2719

DESIGNED BY :	NO.	DATE
DRAWN BY :		
CHECKED BY :		
DATE :		

**HIGHWAY 603  
STABILIZATION PROJECT**

RAP PROJECT NO: 2108-01	SHEET
COUNTY ROAD PROJECT NO: 2144	1 OF 1
TRAFFIC CONTROL PLAN	



CALL 48 HOURS BEFORE YOU DIG  
1-800-424-5555  
"It's the Law"  
Littles Underground Location Center

Keith Robert Muggoch, P.E.  
Senior Engineer  
Design  
Date: 5/14/24



## **APPENDIX G**

**Right of Way Agreements  
Right of Way Plans**





**ROAD CONSTRUCTION AGREEMENT**

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015272-001-002

THIS AGREEMENT, by and between **TOM L. BELVILL** and **CAROL A. BELVILL**, husband and wife, herein referred to as "Property Owner", and **LEWIS COUNTY**, a political subdivision of the State of Washington, herein referred to as "County",

WITNESSETH, The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions.

(1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached Deed furnished by County, title in and to parcels of land lying west of Hwy 603 on the North half of the South half of the Northwest quarter (N1/2 S1/2 NW1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said Deed. Prior to executing the proposed Statutory Warranty Deed attached hereto, marked **Exhibit A**, and by this reference incorporated herein, the County shall provide a confirmed opinion in writing from Title Guaranty Company of Lewis County that the legal description contained in said Deed matches the right of way being proposed as the subject of this taking, measuring 0.58 acre in size.

(2) County agrees to pay \$2,200.00 for the above referenced 0.58 acre of land and associated damages for road right of way lying along and outside the present County Road right of way.

TOTAL - \$2,200.00

(3) County agrees to pay \$8,400.00 for timber. County to provide cruise to Property Owner to support quantities of timber, species and value.

TOTAL - \$8,400.00

(4) County will provide three (3) driveway approaches, constructed to standards of County code 12.60. The existing driveway will be reconstructed at its present location near Engineer's Station 651+15 (right of centerline). County shall install two (2) additional approaches, constructed to the right of way line located approximately at Engineer's Stations 647+65 and 653+50. County and Property Owner shall mutually agree on the exact best location prior to the road project commencing. County shall issue road approach permits to document approval of all three access points. The current

access road at this location will be restored by the County to a condition equal to or better than its current condition after pond construction is completed.

(5) The County will replace the existing cable gate with dual access control gate, which will provide Property Owner with access and provide the County access to the proposed stormwater treatment and detention pond. County will maintain the driveway between the gate and Property Owner's land to a condition equal to or better than currently exists.

(6) County agrees to pay \$200.00 to Property Owner to install a vegetative barrier for his shooting range.

TOTAL - \$200.00

(7) It is not anticipated that the stormwater treatment and detention pond will have adverse effects on Property Owner's adjacent property; therefore this offer does not include any compensation for such damages. Property Owner shall be held harmless, defended and indemnified by County for all claims, including third party bodily injury, property damage, and personal injury claims, as well as contractual claims of all contractors and subcontractors, as well as the county's employees and elected officials, which may arise from the construction, placement or operation of a stormwater treatment and detention pond by the County adjacent to the Property Owner's land. Property Owner shall also be held harmless and indemnified by County for any claims, causes of action or injuries to the County's employees which arise from the placement or construction of a stormwater treatment and detention pond by the County adjacent to Property Owner's land. Finally, the compensation being paid to Property Owner does not include payment for any future adverse environmental or land use restrictions which may be assessed against the Property Owner's adjacent property because of its location near the stormwater treatment and detention pond being constructed. Property Owner reserves the right to seek future damages against County for any loss of use, new wetland designation or permitting restrictions that may affect their retained land which are attributable to the County's operation or placement of a stormwater treatment and detention pond within the County's right of way.

(8) County agrees to remove all dead, leaning or fallen trees which originate from and are located within a 100-foot strip of the Property Owner's retained land, lying adjacent to the County's right of way. Property Owner shall owe no duty to County to remove said fallen trees in the future. The County shall hold Property Owner harmless for any property damage caused to the County's stormwater treatment and detention pond which results from fallen timber or acts of God emanating from the Property Owner's retained adjacent land. Further, County shall have, in the future, the right to access the Property Owner's adjacent land as described above for the limited purpose of removing all dead or leaning trees which have fallen or are about to fall into the County's right of way, and which originate from and are located on Property Owner's retained land. In cases of an emergency situation, the County shall have the right to enter the Property Owner's land for the purposes stated herein, without notice to the Property Owners. In all other cases,

the County shall provide the Property Owner with ten (10) days written notice before making entry onto the Property Owner's adjacent retained land.

(9) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to County.

(10) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills or paid receipts.

(11) County is solely responsible for all permits required for the road project adjoining Property Owner's land, including but not limited to any necessary timber harvest permits and road approach permits.

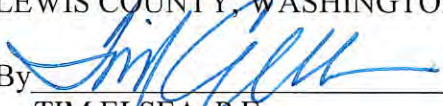
(12) In addition to the payments as set forth in paragraphs 2, 3 and 6 above, the County agrees to reimburse Property Owner \$1,250.00, representing a portion of the Property Owner's attorney's fees, which they expended in this matter.

GRANT TOTAL - \$12,050.00

DATED this 23<sup>RD</sup> day of OCT, 2015


LEWIS COUNTY, WASHINGTON

By

  
TIM ELSEA, P.E.  
Public Works Director/County Engineer

DATED this 21 day of OCTOBER, 2015

  
TOM L. BELVILL

  
CAROL A. BELVILL

AFTER RECORDING RETURN TO:  
Lewis County Public Works Dept.  
2025 NE Kresky Ave  
Chehalis, WA. 98532

Tax Parcel Number: Portion of 015272 001 002

### STATUTORY WARRANTY DEED

THE GRANTOR, TOM L. BELVILL and CAROL A. BELVILL, husband and wife, for and in consideration of Two Thousand Two Hundred and No/100 (\$2,200.00) Dollars, conveys and warrants to LEWIS COUNTY, a political subdivision of the State of Washington, the following described real estate situated in the County of Lewis, State of Washington, to the same extent and purpose as if the rights had been acquired under Eminent Domain statutes of the State of Washington:

All that part of a strip of land, variable in width, located in the Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE1/4 SE1/4 NW1/4) of Section 21, Township 12 North, Range 2 West, W.M., the easterly line of said strip being coincident with the following described survey centerline of Highway 603: Beginning at the East Quarter Section Corner of Section 16, Township 12 North, Range 2 West W.M.; thence South 84°04'39" West, 3,868.32 feet, to a point on the centerline of Highway 603, designated as Engineer's Station 610+00, thence along said centerline, South 16°44'25" West, 626.20 feet, thence on the arc of a curve to the left with a central angle of 07°05'00" and a radius of 1,909.77 feet for a distance of 236.10 feet, thence South 09°39'25" West 613.30 feet, thence on the arc of a curve to the left with a central angle of 17°49'00" and a radius of 573.06 feet for a distance of 178.20 feet, thence South 08°09'35" East 394.50 feet, thence on the arc of a curve to the left with a central angle of 23°18'00" and a radius of 636.65 feet for a distance of 258.90 feet, thence South 31°27'35" East 891.10 feet, thence on the arc of a curve to the right with a central angle of 01°38'00" and a radius of 5,728.41 feet for a distance of 163.30 feet, thence South 29°49'35" East 925.70 feet, thence on the arc of a curve to the right with a central angle of 10°07'00" and a radius of 1,909.73 feet for a distance of 337.20 feet, thence South 39°56'35" East 748.60 feet, thence on the arc of a curve to the right with a delta of 0°13'08" for a distance of 3.65 feet to Engineers Station 663+76.75 and there to terminate, which point bears North 87°36'38" West 2,191.38 feet from the East Quarter Section corner of Section 21, Township 12 North, Range 2 West, W.M.

The various widths right of centerline are as follows:

ENGINEER'S STATION

640+00 to 646+69.19

646+69.19 to 648+40

RIGHT (IN FEET)

85 in a straight line to 40

40

**EXHIBIT A**

648+40 to 648+90	40 in a straight line to 105
648+90 to 650+50	105 in a straight line to 100
650+50 to 650+80	100 in a straight line to 80
650+80 to 652+00	80
652+00 to 653+00	40
653+00 to 654+50	40 in a straight line to 35
654+50 to 656+00	35 in a straight line to 40

All shown on map of CRP 2144, records of the Lewis County Engineer.

Subject to easement for poles and wires recorded June 8, 1907, under Auditor's File No. 40595 and 40609.

Reservations contained in deed from Northern Pacific Railway Company recorded June 25, 1904, under Auditor File No. 27836.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Tom L. Belvill

\_\_\_\_\_  
Carol A. Belvill

STATE OF WASHINGTON, ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015, personally appeared before me, Tom L. Belvill and Carol A. Belvill to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public, in and for the State of Washington,  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Jones Lang LaSalle Americas, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, Texas 76155  
tel +1 817-230-2600  
fax +1 817 306-8265

August 17, 2015

Tracking No. 15-52287

Lewis County  
Attention: Kelly Albert  
2025 NE Kresky Avenue  
Chehalis, WA 98532

Dear Ms. Johnson,

Enclosed please find one (1) fully executed Agreement for Lewis County. A copy of the executed Agreement must be available upon request at the job site allowing authorization to do the work. Please contact the Division Engineer, Mike Schram, at telephone (360) 418-6415, or email at [mike.schram@bnsf.com](mailto:mike.schram@bnsf.com), **at least ten (10) days in advance of entry for each location and BEFORE YOU DIG, CALL 1-800-533-2891.** If you need additional information please contact me at (817) 230-2631.

Sincerely,

*Katrina Salazar*

Katrina Salazar  
Associate Manager Permits

Enclosure

cc: Mike Schram, BNSF Division Engineer, 1313 W 11<sup>th</sup> Street, Vancouver, WA 98660

**TEMPORARY OCCUPANCY PERMIT**

THIS TEMPORARY OCCUPANCY PERMIT ("License") is made to be effective August 17, 2015, (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **LEWIS COUNTY** ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

**GENERAL**

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to temporarily occupy, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), for the purposes specified in **Section 4** below, Licensor's rail corridor at or near Winlock, County of Lewis, State of WA, Line Segment 0052, Mile Post 69.13 to 69.78 as shown on the attached Drawing No. 63451A, 63451B & 63451C, dated April 24, 2015, attached hereto as **Exhibit "A"**, and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the **Effective Date** and shall continue for a period of two (2) years and seven (7) months, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
4. **Use.** Licensee shall use Premises exclusively as a site for clearing and grubbing to provide area for construction activities and silt fence. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

**COMPENSATION**

6. **License Fee.** Licensee shall pay Licensor, prior to the **Effective Date**, the sum of Eight Thousand, Six Hundred Four and No/100 Dollars (\$8,604) as compensation for the use of the Premises.
7. **Costs and Expenses.**
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.



8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

#### LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

#### LICENSEE'S OPERATIONS

10. Use of the Premises.
- 10.1 Licensee shall notify Licensor's Division Engineer, Mike Schram at 1313 W 11th Street, Vancouver, WA 98660, telephone (360) 418-6415 or email mike.schram@BNSF.com at least ten (10) business days prior to entering the Premises. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 10.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 10.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 10.4 Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
  - 10.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

**LIABILITY AND INSURANCE****11. Liability and Indemnification.**

- 11.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 11.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 11.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 11.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 11.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 11.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 11.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 11.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 11.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE**

**RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

- 11.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 11.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
12. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
13. **Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:**
- 13.1 **Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:**
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
- This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
  - Waiver of subrogation in favor of and acceptable to Licensor.
  - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
  - Separation of insureds.
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.
- No other endorsements limiting coverage may be included on the policy.
- 13.2 **Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:**
- Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

13.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

13.4 Railroad Protective Liability Insurance. Intentionally deleted, not needed for this permit.

13.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted, not needed for this permit.

13.6 Other Requirements:

13.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

13.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

13.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

13.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

13.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

- 13.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 13.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 13.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 13.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 13.6.10 Failure to provide evidence as required by this **Section 13** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 13.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 13.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 13.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

##### **14. Compliance with Laws, Rules, and Regulations.**

- 14.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to Licensee's use of the Premises.
- 14.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

**15. Environmental.**

- 15.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 15.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body; through or on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 15.2**.
- 15.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 15.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the site which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 15.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

**DISCALIMER OF WARRANTIES****16. No Warranties.**

- 16.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 16.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE SITE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD**

**PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

17. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
18. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

**DEFAULT, TERMINATION, AND SURRENDER**

19. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 13, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 19.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 21 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 13.
- 19.2 Should Licensee not comply fully with the obligations of Section 15 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 19.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 19 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 19.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

20. Surrender of the Premises.

- 20.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 20.1.1 remove all of its equipment from the Premises;
- 20.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 20.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 20.1.4 leave the Premises in the condition which existed as of the Effective Date of this License.

- 20.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licenser or if Licensee fails to complete its obligations under **Section 20.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 20.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licenser may, at its election, either: (i) remove any remaining equipment or materials and any other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licenser for cost incurred, (ii) upon written notice to Licensee, take and hold any remaining equipment or materials and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licenser has consented to the clearing and grubbing to provide an area for construction activities and silt fence and any other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licenser, provide a bill of sale in a form acceptable to Licenser conveying any remaining equipment or materials and the other Improvements to Licenser.

#### **MISCELLANEOUS**

21. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licenser and Licensee to the same extent as if each such successor and assign was named a party to this License.
21. **Assignment.**
- 21.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licenser, which consent may not be unreasonably withheld or delayed by Licenser. Any attempted assignment by Licensee in violation of this **Section 21** shall be a breach of this License and, in addition, shall be voidable by Licenser in its sole and absolute discretion.
- 21.2 For purposes of this **Section 21**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least fifty percent (50%) of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 21.3 Notwithstanding the provisions of **Section 21.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges



granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 13** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

21.4 The provisions of this **Section 21** shall survive the expiration or earlier termination of this License.

22. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2301 Lou Menk Dr. – GOB-3W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: Lewis County  
2025 NE Kresky Avenue  
Chehalis, WA 98532

23. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.
24. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
25. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
26. **Severability.** To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
27. **Integration.** This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
28. **Joint and Several Liability.** If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

29. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
30. Interpretation.
- 30.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 30.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
32. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
33. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.


END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company, a Delaware corporation**


**By:** Jones Lang LaSalle Brokerage, Inc.,  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

**By:**   
\_\_\_\_\_  
Ed Darter  
**Title:** Sr. Vice President - National Accounts  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**LICENSEE:**

**LEWIS COUNTY**

**By:** 2025 NE Kresky Avenue  
Chehalis, WA 98532

**By:**   
\_\_\_\_\_  
**Title:** Co. Engr.  
\_\_\_\_\_  
**Date:** 7/27/15  
\_\_\_\_\_

COORDINATE SYSTEM: WVA S

TRACING NO. J15-2287

**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND  
**LEWIS COUNTY**



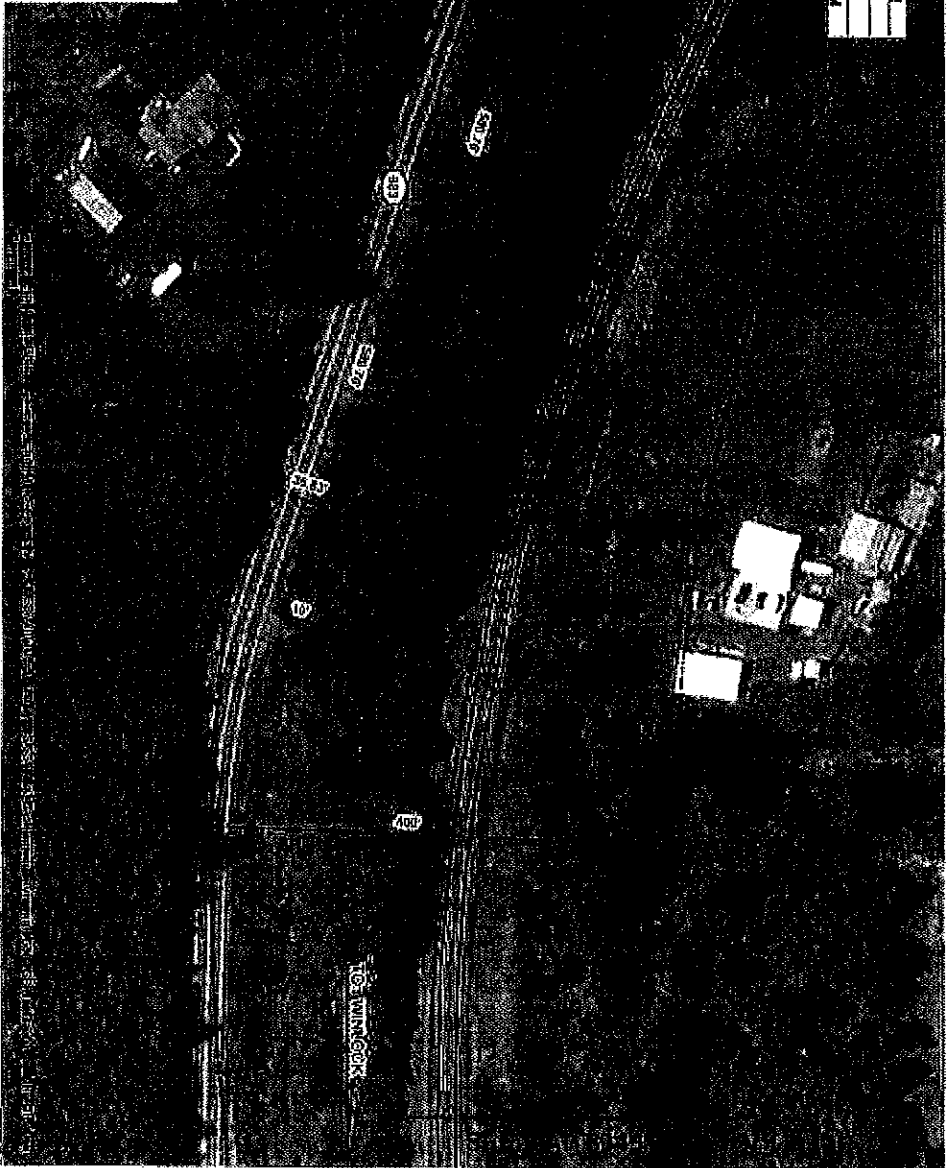
SCALE: 1 IN. = 100 FT.  
 NORTHWEST CORNER  
 DATE 06/24/05

SECTION: 16001  
 TOWNSHIP: 12N  
 RANGE: 20W  
 MERIDIAN: WBLM

**LEGEND:**  
 7/7 PRELIMES  
 1/11 RIGHT-OF-WAY LINE  
 1/11 TRACK

**DESCRIPTION:**  
 7 PARCELS OF LAND CONTAINING A TOTAL OF 19,121 SQ. FT.  
 (0.44 AC.) MORE OR LESS SHOWN HATCHED TO BE USED  
 FOR CLEARING AND GRABBING TO PROVIDE AREA  
 FOR CONSTRUCTION ACTIVITIES AND SALT FENCE

NEAR WINLOCK  
 COUNTY OF LEWIS  
 STATE OF WVA



REVISION 1

DRAWN BY: JNC

DRAWING NO. 63451A

MAP REF. 162457

COORDINATE SYSTEM: NAD 83

TRACKING NO. 15-5229Z

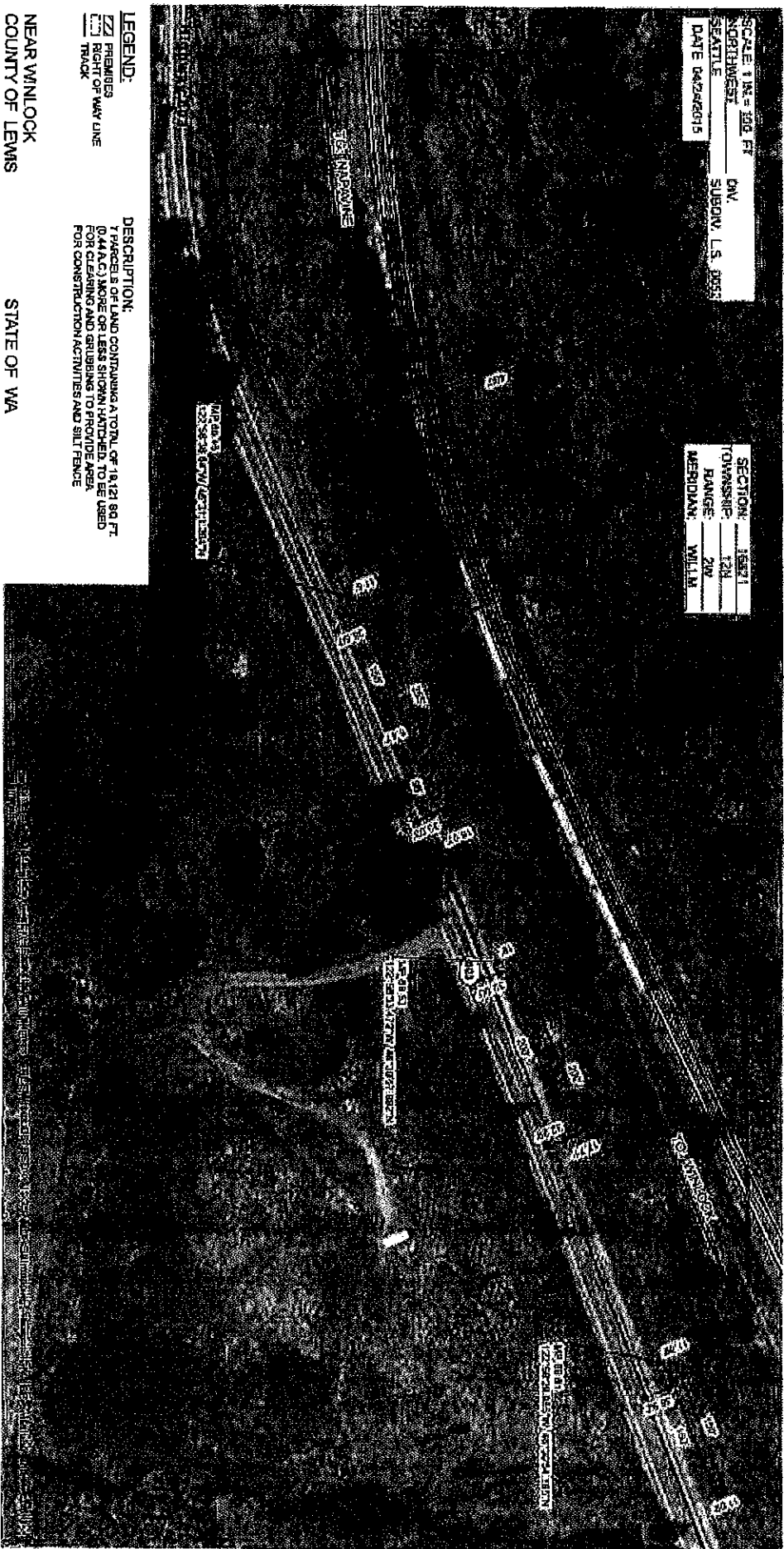
**EXHIBIT "A"**  
ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
AND  
**LEWIS COUNTY**



TRIM LINE

SCALE 1 IN. = 500 FT  
NORTHWEST CORNER  
SEATTLE  
DATE 04/24/2015  
OWN: BNSF  
SUBDIV: U.S. 1055

SECTION: 18871  
TOWNSHIP: 12N  
RANGE: 2W  
MERIDIAN: WILLAM



**LEGEND:**  
FZI PREPARED  
RIGHT OF WAY LINE  
TRACK

**DESCRIPTION:**  
7 PARCELS OF LAND CONTAINING A TOTAL OF 19,121 SQ FT  
(0.44 AC.) MORE OR LESS SHOWN HATCHED, TO BE USED  
FOR CLEANING AND GRUBBING TO PROVIDE AREA  
FOR CONSTRUCTION ACTIVITIES AND SILT FENCE

NEAR WINLOCK  
COUNTY OF LEWIS

STATE OF WA

REVISION 1

DRAWN BY: JMC

DRAWING NO. 63451B

MAP REF. 16246Z

COORDINATE SYSTEM: WVA S

TRACKING NO. 15-52282

**EXHIBIT "A"**  
ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
AND  
**LEWIS COUNTY**



TRAIL LINE

SCALE: 1 IN. = 100 FT.  
PROJECT: \_\_\_\_\_  
SEATTLE \_\_\_\_\_  
DATE: 04/26/2015

SECTION: 18881  
TOWNSHIP: 32N  
RANGE: 2W  
MERIDIAN: WILLM

**LEGEND:**  
[Hatched] PREMISES  
[Dashed] RIGHT OF WAY LINE  
[Solid] TRACK

**DESCRIPTION:**  
7 PARCELS OF LAND CONTAINING A TOTAL OF 19,121 SQ. FT. (0.44 AC.) MORE OR LESS SHOWN HATCHED, TO BE USED FOR CLEANING AND GRUBBING TO PROVIDE AREA FOR CONSTRUCTION ACTIVITIES AND SIFT FENCE

NEAR WINLOCK  
COUNTY OF LEWIS  
STATE OF WA

REVISION: 1

DRAWN BY: JNC

DRAWING NO. 63451C

MAP REF. 162457

# ROAD CONSTRUCTION AGREEMENT

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015285 002 000

THIS AGREEMENT, by and between RANDY BOOTH, as his separate estate, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH: The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner agree to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., together with timber, being more particularly described in said deed.
- (2) County agrees to pay \$1,300.00 for the above referenced 0.27 acre of land for road right of way lying along and outside the present County Road right of way.
- (3) County agrees to pay a depreciated value of \$2,100.00 for fencing and \$16,900.00 for timber. County will pay an additional \$1,100 for functional replacement of fence, provided such fence is of like construction, length and utility and is constructed on the new right of way line within 6 months from completion of the Highway 603 Stabilization Project.
- (4) The total property value of \$1,300.00 and the depreciated value of the fencing - \$2,100.00 shall be divided equally between the three property owners - Randy Booth, Debra Travis and John Booth -\$1,133.33 each.  
TOTAL - \$ 1,133.33
- (5) County agrees to install a driveway approach near Engineer's Station 693+50.
- (6) It is understood that new fencing may not be able to be placed on the new right of way line in some areas until trees are removed as part of project clearing and grubbing. Also, fence will be required to be removed during installation of drainage in the area of the Temporary Construction Permit. County agrees to pay \$1,500.00 to Randy Booth, as owner of the cattle on the property to make accommodations for the cattle during the project when fences may be removed at these locations which may occur at separate times.  
TOTAL - \$ 1,500.00
- (7) The total timber value of \$16,900.00 shall be divided equally between the four timber owners - Randy Booth, Debra Travis, John Booth and Gail Ettelson - \$4,225.00 each. Owners of the timber shall have the right to remove trees up to 8 inches in diameter (DBH) before road project commences.  
TOTAL - \$ 4,225.00
- (8) If it is determined that the road project has damaged the root structure of any trees remaining on Property Owner's adjacent to right of way acquired herein causing them to die, the County will pay Property Owner the market value of the tree(s) as determined by a timber cruise. This provision shall extend up to one year after completion of the road construction project.
- (9) County will provide driveway approaches to the reconstructed county road at the present approach locations near Engineer Station 687+73.5 and 695+00 (right of centerline) including any required utility relocations.
- (10) County will provide Randy Booth with name and contact information for contractor once road construction contract has been awarded and provide contractor with contact information for Randy Booth.
- (11) County will be responsible for relocating survey monument marking the northeast corner of the Property Owner's property as shown on survey recorded under Auditor's File No. 3327422.
- (12) County will provide the location of the intersection of the existing fence at Engineer's Station 678+90 with the new road right of way line.
- (13) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (14) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$ 6,858.33

Dated this 24<sup>th</sup> Day of Sept 2015  
for Lewis County, Washington

BY: Tim Elsea  
Tim Elsea, P.E.  
Public Works Director / County Engineer

Dated this 22 day of Sept. 2015

Randy W Booth  
Randy Booth

## ROAD CONSTRUCTION AGREEMENT

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015285 002 000

THIS AGREEMENT, by and between DEBRA TRAVIS, as her separate estate, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner agree to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., together with timber, being more particularly described in said deed.
- (2) County agrees to pay \$1,300.00 for the above referenced 0.27 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$1,300.00

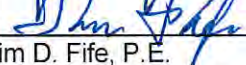
- (3) County agrees to pay a depreciated value of \$2,100.00 for fencing and \$16,900.00 for timber. County will pay an additional \$1,100 for functional replacement of fence, provided such fence is of like construction, length and utility and is constructed on the new right of way line within 6 months from completion of the Highway 603 Stabilization Project.

TOTAL - \$19,000.00

- (4) The total property value of \$1,300.00 and the depreciated value of the fencing - \$2,100.00 shall be divided equally between the three property owners - Randy Booth, Debra Travis and John Booth - \$1,133.33 each.
- (5) The total timber value of \$16,900.00 shall be divided equally between the four timber owners - Randy Booth, Debra Travis, John Booth and Gail Ettelson - \$4,225.00 each.
- (6) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 687+73.5 and 695+00 (right of centerline).
- (7) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (8) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$5,358.33

Dated this 20<sup>th</sup> Day of October, 2014  
for Lewis County, Washington

BY:   
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 18 day of Nov, 2014

  
Debra Travis



## ROAD CONSTRUCTION AGREEMENT

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015285 002 000

THIS AGREEMENT, by and between GAIL ETTELSON, as her separate estate, herein referred to as "Timber Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."


WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Timber Owner agree to sell and convey to County, free and clear of all encumbrances not shown on the attached deed furnished by County, timber located on a parcel of land lying west of Hwy 603 in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$16,900.00 for timber.  

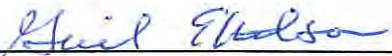
TOTAL - \$16,900.00
- (3) The total timber value of \$16,900.00 shall be divided equally between the four timber owners - Randy Booth, Debra Travis, John Booth and Gail Ettelson - \$4,225.00 each
- (4) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$4,225.00

Dated this 20<sup>th</sup> Day of October, 2014  
for Lewis County, Washington

BY:   
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 23<sup>rd</sup> day of Nov, 2014

  
Gail Ettelson

**ROAD CONSTRUCTION AGREEMENT**

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015285 002 000

THIS AGREEMENT, by and between JOHN BOOTH, as his separate estate, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

(1) Property Owner agree to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., together with timber, being more particularly described in said deed.

(2) County agrees to pay \$1,300.00 for the above referenced 0.27 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$1,300.00

(3) County agrees to pay a depreciated value of \$2,100.00 for fencing and \$16,900.00 for timber. County will pay an additional \$1,100 for functional replacement of fence, provided such fence is of like construction, length and utility and is constructed on the new right of way line within 6 months from completion of the Highway 603 Stabilization Project.

TOTAL - \$19,000.00

(4) The total property value of \$1,300.00 and the depreciated value of the fencing - \$2,100.00 shall be divided equally between the three property owners - Randy Booth, Debra Travis and John Booth - \$1,133.34 each.

(5) The total timber value of \$16,900.00 shall be divided equally between the four timber owners - Randy Booth, Debra Travis, John Booth and Gail Ettelson - \$4,225.00 each.

(6) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 687+73.5 and 695+00 (right of centerline).

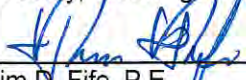
(7) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.

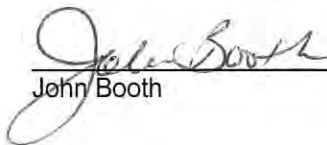
(8) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$5,358.34

Dated this 20<sup>th</sup> Day of October, 2014  
for Lewis County, Washington

Dated this 8<sup>th</sup> day of November, 2014

BY:   
Tim D. Fife, P.E.  
Asst. County Engineer

  
John Booth

## ROAD CONSTRUCTION AGREEMENT

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015394 000 000

THIS AGREEMENT, by and between RYAN C. CLARK AND MELISSA N. CLARK, husband and wife, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 28, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$1,000.00 for the above referenced 0.06 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$1,000.00.

- (3) County agrees to pay a depreciated value of \$2,300.00 for fencing. County will pay an additional \$400.00 for functional replacement of fence, provided such fence is of like construction, length and utility and is constructed on the new right of way line within 6 months from completion of the Highway 603 Stabilization Project.

TOTAL - \$2,300.00

- (4) County agrees to pay \$800.00 for landscaping.

TOTAL - \$800.00

- (5) County agrees to pay \$9,700.00 for road proximity damages.

TOTAL - \$9,700.00

- (6) County will provide two (2) driveway approaches to the reconstructed county road at the present approach locations near Engineer Stations 697+00 and 698+50 (right of centerline).

- (7) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.

- (8) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$13,800

Dated this 8<sup>th</sup> Day of June, 2014  
for Lewis County, Washington

BY: \_\_\_\_\_

Tim D. Fife  
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 8 day of June, 2015

\_\_\_\_\_  
Ryan C. Clark

Melissa N. Clark  
Melissa N. Clark

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015397 000 000

IN THE MATTER OF: An administrative settlement of negotiations between the parties hereto pertaining to right of way acquisition for the Highway 603 Stabilization Project.

THIS AGREEMENT, by and between REBECCA COWARD, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH;

WHEREAS, the County made an offer to the Property Owner dated June 12, 2015, agreeing to pay \$900.00 for 0.09 acre of land and \$800.00 for timber, for a total offer of \$1,700.00, all for the Highway 603 Stabilization Project; and

WHEREAS, due to lack of acceptance of the County's offer by the Property Owner, the County filed an action for condemnation to acquire the property; and

WHEREAS, the Property Owner has expressed through her attorney that the trees have landscape value and should be valued as such and has offered to accept \$3,500.00 total for land and trees; and

WHEREAS, although the County does not believe the trees to have landscape value, it is unlikely that further negotiation will bring the parties closer together, and to resolve this difference of opinion the County has offered \$2,700.00 total for land and trees which Property Owner has agreed to accept; and

NOW THEREFORE, to resolve this matter, and conclude negotiations the parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcel of land lying east of Hwy 603 in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 28, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$900.00 for the above referenced 0.09 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$ 900.00

- (3) County agrees to pay \$800.00 for two marketable trees.

TOTAL - \$ 800.00

- (4) County agrees to add \$1,000.00 to its offer to conclude negotiations

TOTAL - \$1,000.00


- (5) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 700+10.9 (left of centerline).
- (6) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (7) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$2,700.00

Dated this 3<sup>rd</sup> Day of Nov., 2015  
for Lewis County, Washington

BY:   
\_\_\_\_\_  
Tim Elsea, P.E.  
County Engineer

Dated this 4<sup>th</sup> day of NOV, 2015

  
\_\_\_\_\_  
Rebecca Coward

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**In the Matter of:**

Approving an administrative agreement between  
Lewis County and Roy E. and Sara E. Fenstermaker for  
the acquisition of additional right of way for Hwy 603  
and authorizing signatures thereon

}  
}  
}  
}  
}

Resolution No. 15-354

**WHEREAS**, Resolution 14-066, passed by the Board of County Commissioners (BOCC) on February 24, 2014, instructed the County Engineer to acquire right of way for the Highway 603 Stabilization Project; and

**WHEREAS**, the County made an offer to property owners, Roy E. and Sara E. Fenstermaker (Property Owner), dated July 24, 2014, agreeing to pay \$2,400.00 for 0.23 acre of land for right of way for the project; and

**WHEREAS**, during negotiations the Property Owner expressed concerns regarding removal of trees for a proposed stormwater pond potentially increasing railroad noise at their home as well as their perceived unattractiveness of the proposed pond; and

**WHEREAS**, an open road drainage ditch as planned will be closer to the Property Owner's home and is perceived as a nuisance by the Property Owner, and to resolve those concerns they are willing to participate in additional costs to pipe the drainage; and

**WHEREAS**, to address concerns of the Property Owner, the County agrees to install a hedge, and pipe the drainage in front of their home with some participation in costs from the Property Owner; and

**WHEREAS**, as part of the project the County agrees to remove a grove of fir trees on Property Owner's land adjacent to the right of way; and

**WHEREAS**, the road construction project is scheduled for 2016 which leaves little time for continued negotiation.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that to resolve the matter and conclude negotiations the Agreement between Roy E. and Sara E. Fenstermaker and Lewis County is hereby approved and the BOCC is authorized to sign the same.

**DONE IN OPEN SESSION** this 7th day of December, 2015.

**APPROVED AS TO FORM:**

Jonathan L. Meyer, Prosecuting Attorney

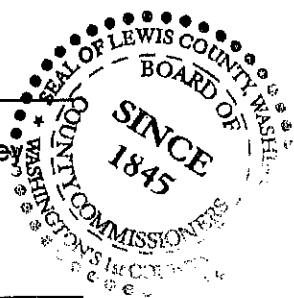


By: Glenn Garter  
Deputy Prosecuting Attorney

**ATTEST:**



Karri Muir, CMC, Clerk of the Lewis  
County Board of County Commissioners



**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**



Edna J. Fund, Chair



P.W. Schulte, Vice Chair



Gary Stamper, Commissioner

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603 Stabilization Project  
Project Area Winlock, Washington

Parcel No. 015399 002 000  
015399 006 000  
015398 002 001

IN THE MATTER OF: An administrative settlement of negotiations between the parties hereto pertaining to right of way acquisition for the Highway 603 Stabilization Project.

THIS AGREEMENT, by and between ROY E. FENSTERMAKER AND SARA E. FENSTERMAKER, husband and wife, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County"

WITNESSETH:

WHEREAS, the County made an offer to the Property Owner dated July 24, 2014, agreeing to pay \$2,400.00 for 0.23 acre of land for right of way for the Highway 603 Stabilization Project, and

WHEREAS, the Property Owner has expressed a concern that the installation of a storm water pond on his property will be visually unappealing and the removal of trees will lessen the buffer between their home and the BNSF railroad thereby potentially increasing noise, and

WHEREAS, the County has considered options for the pond location, but topography restricts movement of the pond from its current proposed location, and

WHEREAS, to mitigate the above visual and noise nuisances the Property Owner has requested that the County install a hedge on their property west of the road and plant trees near the pond on the east side of the road, and

WHEREAS, the Property Owner is very concerned that the drainage ditch, although within existing county right of way, will be moving approximately fifteen (15) feet closer to his residence and has requested that the drainage be piped between his two southerly driveways, and

WHEREAS, an Engineer's Estimate of cost for the installation of a pipe in this area is approximately \$3,100.00, and

WHEREAS, piping the drainage in this area is primarily for the benefit of the Property Owner, and not a cost that should be fully funded by the County as part of the project, and

WHEREAS, the Property Owner has agreed to donate one half of the \$2,400.00 compensation for land towards the cost of installation of the drainage pipe, and

WHEREAS, in consideration of the Property Owner's donation, the County agrees to install the pipe as part of the project, and

WHEREAS, as part of this project, the County will be removing a grove of fir trees near Engineer's Station 703+50. Approximately three of the fir trees in the grove are on the Property Owner's adjacent land

and the Property Owner would like these trees together with stumps removed. Trees to be left on Property Owner's adjacent land, provided, however, that any trees left on Property Owners' property by County shall have all limbs removed and shall be nothing more than bare logs. The County shall ensure that no debris or brush relative to the tree removal is left on Property Owners' property. and

NOW THEREFORE, to resolve this matter, and conclude negotiations the parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:


- (1) Property Owner hereby agrees to convey to the County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying east and west of Highway 603 in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 28, Township 12 North, Range 2 West, W.M., being more particularly described in said deed. The Property Owner agrees to accept \$1,200.00 payment for the land. The Property owner accepts this payment with full knowledge that they are donating one half of the \$2,400.00 previously offered just compensation that they are entitled to receive.
- (2) County agrees to as part of its road construction project plant a hedge of arborvitae shrubs not less than eight feet in height spaced approximately 3 feet apart on Property Owner's land adjacent to the west right of way line between Engineer's Stations 703+30 and 704+20 and 704+50 and 705+25 for purposes of railroad noise mitigation due to loss of trees for pond construction east of the road.
- (3) County agrees to plant fir trees along the back slope of the access road on the east side of the pond, spaced approximately 10 feet apart.
- (4) County will provide three (3) driveway approaches to the reconstructed county road at the present approach locations near Engineer's Stations 704+30, 703+15, and 702+80 (right of centerline).
- (5) County Engineer agrees to recommend to the Board of County Commissioners that any road right of way on the west side of Highway 603 not required for the current road project be vacated and that all administrative fees and publication costs be waived.
- (6) County will enclose drainage within a pipe between driveways located at Engineer's Stations 703+15 and 704+35, an approximate depiction of the covered drain pipe is attached to this Agreement and incorporated by this reference as Exhibit A.
- (7) County will remove three fir trees on Property Owner's land adjacent to the road right of way near Engineer's Station 703+50. Stumps will be removed. Limbs to be removed from trees and disposed of by County. Trees to be left on Property Owner's land. Any trees left on Property Owners' property by County shall have all limbs removed and shall be nothing more than bare logs. The County shall ensure that no debris or brush relative to the tree removal is left on Property Owners' property. At least seven (7) days prior to the County's removal of these trees, the County shall inform the Property Owners of the contractor the County has hired to remove the trees so that the Property Owner may contact said contractor and hire the contractor, at Property Owners' expense, to remove other trees on the Property Owners' property.



- (8) The County will reimburse up to \$750.00 of Property Owner's evaluation costs upon submission of the bills or paid receipts. Services provided by an attorney, surveyor or other professional, to assist in the evaluation of this offer will generally qualify.
- (9) County agrees to stay current with required maintenance to the pond east of Highway 603 across from the Property Owner's land including but not limited to removal of sediment by re-excavating to depth as constructed.
- (10) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (11) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.
- (12) County shall withdraw its motion for summary judgment in Lewis County Case Number 15-2-01024-21, along with any and all pending motions, without costs or fees to either party. The parties shall sign and submit to the Court a stipulated motion to dismiss Lewis County Superior Court Cause Number 15-2-01024-21, without costs or fees to either party. Said dismissal shall not affect Property Owners' reimbursement from the County for professional evaluation costs as set forth in Paragraph 8 above.

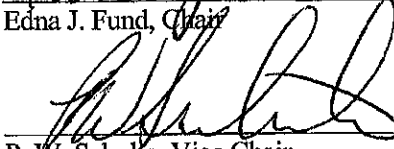
Dated this 12<sup>th</sup> <sup>(LR)</sup> day of December <sup>(KMS)</sup> ~~November~~, 2015.


BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
\_\_\_\_\_  
Roy E. Fenstermaker

  
\_\_\_\_\_  
Edna J. Fund, Chair

  
\_\_\_\_\_  
Sara E. Fenstermaker

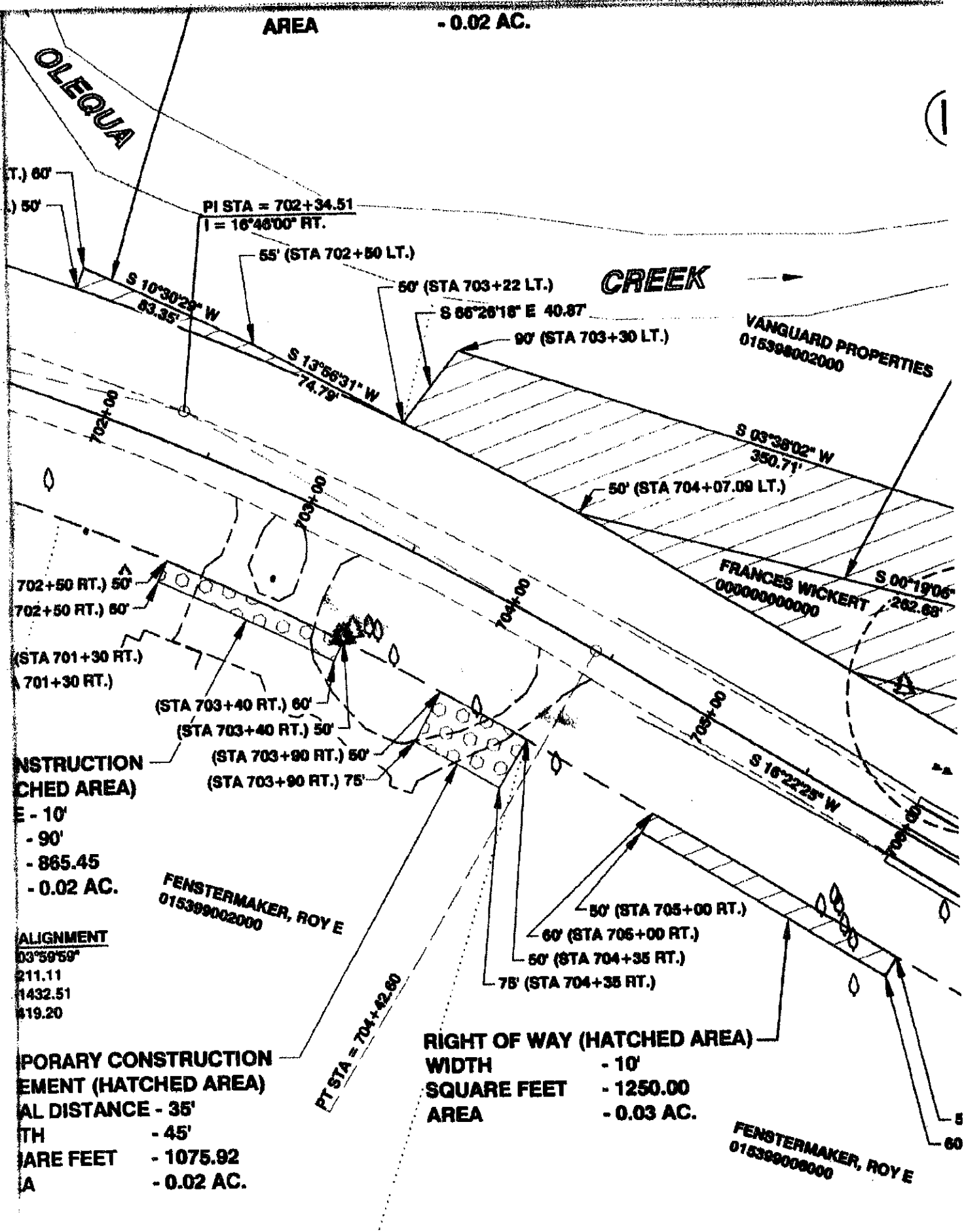
  
\_\_\_\_\_  
P. W. Schulte, Vice Chair

  
\_\_\_\_\_  
Tim Elsea  
Public Works Director / County Engineer

  
\_\_\_\_\_  
Gary Stamper, Commissioner

# **EXHIBIT A**

AREA - 0.02 AC.



60'  
50'

PI STA = 702+34.51  
I = 16°46'00" RT.

55' (STA 702+50 LT.)

50' (STA 703+22 LT.)

CREEK

S 66°26'18" E 40.87'

90' (STA 703+30 LT.)

VANGUARD PROPERTIES  
015399002000

S 10°30'25" W  
63.35'

S 13°56'31" W  
74.79'

S 03°38'02" W  
350.71'

50' (STA 704+07.09 LT.)

702+50 RT.) 50'  
702+50 RT.) 60'

(STA 701+30 RT.)  
701+30 RT.)

(STA 703+40 RT.) 60'

(STA 703+40 RT.) 50'

(STA 703+90 RT.) 60'

(STA 703+90 RT.) 75'

FRANCES WICKERT  
000000000000

S 00°19'06"  
262.68'

CONSTRUCTION  
HATCHED AREA)

WIDTH - 10'  
- 90'  
- 865.45  
- 0.02 AC.

FENSTERMAKER, ROY E  
015399002000

ALIGNMENT  
S 03°59'59"  
211.11  
1432.51  
819.20

PROVISIONAL CONSTRUCTION  
ELEMENT (HATCHED AREA)  
WIDTH - 45'  
AREA - 1075.92  
AREA - 0.02 AC.

PT STA = 704+42.60

50' (STA 705+00 RT.)

60' (STA 706+00 RT.)

50' (STA 704+35 RT.)

75' (STA 704+35 RT.)

S 16°22'25" W

RIGHT OF WAY (HATCHED AREA)  
WIDTH - 10'  
SQUARE FEET - 1250.00  
AREA - 0.03 AC.

FENSTERMAKER, ROY E  
015399000000

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015273 002 003

THIS AGREEMENT, by and between DONALD R. HOFFMAN AND JESSIE M. HOFFMAN, husband and wife, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County"

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to a parcel of land lying west of Highway 603 in the South Half of the Southeast Quarter of the Northwest Quarter (S1/2 SE1/4 NW1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$800.00 for the above referenced 0.07 acre of land for road right of way lying along and outside the present County Road right of way.

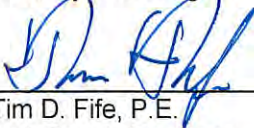
TOTAL - \$ 800.00

- (3) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (4) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.


GRAND TOTAL - \$ 800.00

Dated this 28<sup>th</sup> Day of July, 2014  
for Lewis County, Washington

BY: \_\_\_\_\_

  
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 30 day of July, 2014

  
Donald R. Hoffman

  
Jessie M. Hoffman

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015270 000 000

THIS AGREEMENT, by and between CLAIRE M. KOONS, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcel of land lying West of Hwy 603 in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$8,500.00 for the above referenced 1.12 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$ 8,500.00


- (3) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 639+48 (right of centerline).
- (4) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (5) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$ 8,500.00

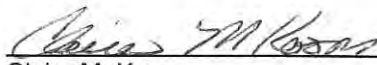
*See Addendum 'A' re: Approach.*

Dated this 23<sup>rd</sup> Day of September, 2014  
for Lewis County, Washington

BY: \_\_\_\_\_

  
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 20<sup>th</sup> day of October, 2014

  
\_\_\_\_\_  
Claire M. Koons

266004 A'

29 October 2014

The following is an addendum to the Road Construction agreement between Lewis County and Claire Koons, signed on the 23<sup>rd</sup> of September 2014 by Tim Fife for Lewis County.

1. Lewis County agrees to install at the County's expense, a commercial approach at least 50 wide at the flared end connecting with the driven lane for Hwy 603. Approach to be located at the existing approach 639+48 right.



A handwritten signature in black ink, appearing to read "Tim Fife", is written over a solid horizontal line.

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603 Stabilization Project  
Area Winlock, Washington

Parcel No. 015172 000 000

IN THE MATTER OF: An administrative settlement of negotiations between the parties hereto pertaining to right of way acquisition for the Highway 603 Stabilization Project.

THIS AGREEMENT, by and between David Mann Jr. and Cynthia Mann, husband and wife, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County":

WITNESSETH;

WHEREAS, the County made an offer to the Property Owner dated September 26, 2014, agreeing to pay \$2,800.00 for 0.74 acre of land and \$600.00 for timber, for a total offer of \$3,400.00, all for the Highway 603 Stabilization Project, and

WHEREAS, the Property Owner is requesting salvage rights to all trees within the proposed acquisition area, and

WHEREAS, the Property Owner is requesting an additional approach to access property south of the creek, and

WHEREAS, there is little reason to believe that further negotiations will resolve the differences between the two parties, and

NOW THEREFORE, to resolve this matter, and conclude negotiations the parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 16, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$2,800.00 for the above referenced 0.74 acre of land for road right of way lying along and outside the present County Road right of way.  
TOTAL - \$ 2,800.00
- (3) County agrees to pay \$600.00 for timber  
TOTAL - \$600.00
- (4) Property Owner shall have salvage rights to all trees within proposed acquisition area and shall have up to 30 days prior to start of construction to remove trees.
- (5) County will install and cover one (1) culvert near Engineer Station 629+50 (right of centerline) to be used for a future road approach.
- (6) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 622+00 (right of centerline).

- (7) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (8) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.
- (9) When fully executed, this agreement supersedes and replaces all other agreements by and between Lewis County Washington and Property Owner, in connection with this right of way acquisition project.

GRAND TOTAL-\$3,400.00

Dated this 9<sup>th</sup> Day of March, 2015  
for Lewis County, Washington

BY:   
Tim Elsea, P.E.  
Public Works Director / County Engineer

Dated this 3 day of March, 2015

  
David Mann Jr.

  
Cynthia Mann



## ROAD CONSTRUCTION AGREEMENT

County Road Project No. 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015281 004 000

THIS AGREEMENT, by and between JEFFERY DALE MCGEARY, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$8,600.00 for the above referenced 0.39 acre of land and associated damages for road right of way lying along and outside the present County Road right of way.

TOTAL - \$8,600.00

- (3) County agrees to pay a depreciated value of \$3,600.00 for fencing and \$5,700.00 for timber.

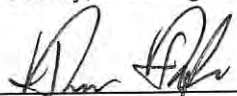
TOTAL - \$9,300.00

- (4) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 670+15 (right of centerline).
- (5) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (6) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$17,900.00

Dated this 5<sup>th</sup> Day of Sept., 2014  
for Lewis County, Washington

BY: \_\_\_\_\_

  
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 18 day of Dec., 2014

  
Jeffery Dale McGeary

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015273 002 004

THIS AGREEMENT, by and between DENISE M. MING, as her separate estate, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County"

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

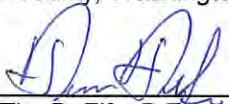
- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to a parcel of land lying north of Nelson Road in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$700.00 for the above referenced 0.06 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$ 700.00

- (3) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer's Station 24+75 (north of centerline).
- (4) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (5) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$ 700.00

Dated this 9<sup>th</sup> Day of July, 2014  
for Lewis County, Washington

BY:   
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 11<sup>th</sup> day of August, 2014

  
Denise M. Ming

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015281 001 000

THIS AGREEMENT, by and between AMANDA J. ROBERTS, as her separate estate, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County"

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

(1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to a parcel of land lying west of Hwy 603 and south of Nelson Road in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.

(2) County agrees to pay \$1,700.00 for the above referenced 0.08 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$ 1,700.00

(3) County agrees to pay \$900.00 for landscaping.

TOTAL - \$ 900.00

(4) County agrees to pay \$9,900.00 for road proximity damages.

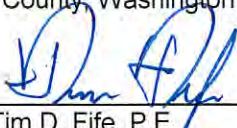
TOTAL - \$ 9,900.00

(5) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.

(6) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$ 12,500.00

Dated this 9th Day of December, 2014  
for Lewis County, Washington

BY:   
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 12 day of Feb, 2015

  
Amanda J. Roberts

AFTER RECORDING RETURN TO:

J. DAVID FINE  
Lewis County Prosecuting Attorney  
345 W. Main St. 2nd Floor  
MSPR001  
Chehalis, WA 98532

**PLEASE PRINT OR TYPE ALL INFORMATION**

**DOCUMENT TITLE(S)** (OR TRANSACTIONS CONTAINED THEREIN):

ORDER GRANTING SUMMARY JUDGMENT  
AND DECREE OF APPROPRIATION

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:**

**GRANTOR/BORROWER** (LAST NAME FIRST, FIRST NAME AND INITIALS):

SANCHEZ, MIGUEL J. CISNEROS  
SANCHEZ, SARA

ADDITIONAL NAMES LISTED ON PAGE \_\_\_\_\_ OF DOCUMENT.

**GRANTEE/ASSIGNEE/BENEFICIARY** (LAST NAME FIRST, FIRST NAME AND INITIALS):

LEWIS COUNTY

ADDITIONAL NAMES LISTED ON PAGE \_\_\_\_\_ OF DOCUMENT.

**LEGAL DESCRIPTION** (ABBREVIATED: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE)

SW 1/4 OF NE 1/4 OF S.21, T12N, R2W OF WM (PART OF)

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE 2 OF DOCUMENT.

**ASSESSOR'S TAX PARCEL NUMBER(S)**

015265000000

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

Rec'd & Filed  
Lewis County Superior Court

15-2-01008-21  
ORGSJ  
Order Granting Summary Judgment  
55375



DEC 18 2015

By Kathy A. Brack, Clerk Deputy *SB*

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IN THE SUPERIOR COURT OF WASHINGTON  
FOR LEWIS COUNTY

LEWIS COUNTY, a Washington municipal  
corporation,

Petitioner,

v.

MIGUEL J. CISNEROS SANCHEZ and SARA  
SANCHEZ, husband and wife, and the  
marital community composed thereof,

Respondents.

23

№ 15-2-1008-21

ORDER GRANTING  
SUMMARY JUDGMENT AND A  
DECREE OF APPROPRIATION

This matter comes before the Court on Petitioner Lewis County's Motion for Summary Judgment and for a Decree of Appropriation. Petitioner Lewis County has appeared through Senior Civil Deputy Prosecuting Attorney J. David Fine, its counsel of record. Respondent Miguel J. Cisneros Sanchez appeared –

- pro se* (assisted by a Spanish-English interpreter).
- through \_\_\_\_\_, attorney at law.

The Court is fully advised in the premises, having heard oral argument and having reviewed the following:

1. Petitioner Lewis County's Motion for Summary Judgment and Decree of Appropriation,
2. Declaration of Appraiser Kelly Albert,

ORDER GRANTING SUMMARY JUDGMENT AND  
DECREE OF APPROPRIATION

LEWIS COUNTY PROSECUTING ATTORNEY'S  
OFFICE, CIVIL DIVISION  
345 W. Main Street, second floor  
Chehalis, WA 98532-1900  
Phone: (360) 740-1240 Fax: (360) 740-1497

- 1 3. Declaration of Project Engineer Keith Muggoch, P.E.,
- 2 4. Declaration of Right of Way Agent W. J. van der Hoeft, and
- 3 5. Declaration of Real Estate Services Manager Larry Unzelman.

4 Now, therefore, it is hereby ordered, adjudged, and decreed as follows:

5 1. Lewis County's Motion for Summary Judgment and for a Decree of  
6 Appropriation is **granted**.

7 2. The sum of \$6,100 is adjudged to be the value of the real property lying within

8  
9 Lewis County and described as follows —

10 That part of the Southwest Quarter of Northeast Quarter (SW1/4 NE1/4) of Section 21, Township 12  
11 North, Range 2 West, W.M., described as follows: Beginning at the East Quarter Corner of said Section  
12 21; thence North 87°36'38" West, 2,191.38 feet, to the intersection of the south line of the Southwest  
13 Quarter of Northeast Quarter (SW1/4 NE1/4) of Said Section 21 and the centerline of Highway 603,  
14 the TRUE POINT OF BEGINNING; thence continuing along said south line North 87°36'38" West,  
15 269.69 feet to a point designated Engineer's Station 28+18, thence North 2°23'22" East, 45.00 feet,  
16 thence North  
17 84°24'33" East, 108.05 feet, thence North 20°15'44" East, 45.95 feet, thence North 50°03'25" East,  
18 40.00 feet a point on the centerline of Highway 603 designated as Engineer's Station 662+00, thence  
19 along said centerline South 39°56'35" East, 173.10 feet, thence on the arc of a curve to the right with  
20 a central angle of 06°41'00" and a radius of 955.02 feet for an arc distance of 3.65 feet to the south  
21 line of the Southwest Quarter of Northeast Quarter (SW1/4 NE1/4) of Said Section 21, the Point of  
22 Beginning.

23 ALSO, all that part of a strip of land variable in width, located in the Southwest Quarter of Northeast  
24 Quarter (SW1/4 NE1/4) of Section 21, Township 12 North, Range 2 West, W.M., the centerline of  
25 said strip being coincident with the following described survey centerline of Highway 603:  
26 Beginning at the West Quarter Corner of said Section 21; thence North 71°57'04" East, 2,503.21  
feet, thence South 29°49'35" East, 228.17 feet, thence South 39°56'35" East, 194.54 feet, to a point  
on the centerline of Highway 603 designated as Engineer's Station 656+50, the TRUE POINT OF  
BEGINNING; thence South 39°56'35" East, 723.10 feet, to Engineer's Station 663+73.10, thence  
on the arc of a curve to the right with a central angle of 06°41'00" and a radius of 955.02 feet for  
an arc distance of 3.65 feet and there to terminate, which point bears North 87°36'38" West,  
2,191.38 feet from the East Quarter Corner of said Section 21.

The various widths thereof right of centerline are as follows:

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<u>ENGINEER'S STATION</u>		<u>RIGHT (IN FEET)</u>
656+00	to 657+59.81	40 in a straight line to 50
657+59.81	to 660+00	50
660+00	to 662+50	40

All shown on map of CRP 2144, records of the Lewis County Engineer.

Subject to existing Nelson Road and Highway 603.

Subject to easement for poles and wires recorded June 8, 1907, under Auditor's File No. 40595 and 40609.

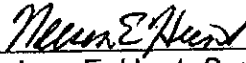
3. Upon payment into Court by Petitioner Lewis County of the said sum of \$6,100.00, title to the real property described immediately hereinabove and all property rights therein shall vest in Lewis County. The Clerk shall then pay the said sum of \$6,100.00 to Respondents Miguel J. Cisneros Sanchez and Sara Cisneros Sanchez.

4. A certified copy of this Order and a copy of the Clerk's receipt showing payment into Court of the said sum may be recorded in the land title records of the Lewis County Auditor, and such shall be of the same effect as a deed to Lewis County.

5. Petitioner shall mail a conformed copy of this Order to each of the Respondents at his or her last address known to Petitioner, and shall file proof of such service with the Court.

6. If any of said \$6,100 remains unclaimed after seven years, it then shall revert to, and be returned to, Lewis County.

Done in open Court this 18<sup>th</sup> day of December 2015.

  
\_\_\_\_\_  
Nelson E. Hunt, Superior Court Judge

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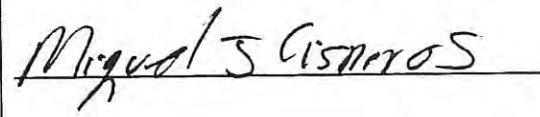
Presented by:


LEWIS COUNTY PROSECUTING ATTORNEY'S  
OFFICE, CIVIL DIVISION

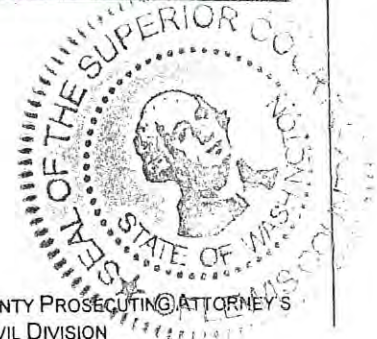


J. David Fine, WSBA No 33362  
Senior Civil Deputy Prosecuting Attorney  
Counsel for Petitioner Lewis County

Approved as to form by:



I, Kathy Brack, Clerk of the Superior Court for Lewis  
County, do certify that the foregoing is a true copy  
of the original on file and of record in my office.  
DEC 28 2015  
KATHY A. BRACK, Lewis County Clerk  
By:  Deputy



ORDER GRANTING SUMMARY JUDGMENT AND  
DECREE OF APPROPRIATION

LEWIS COUNTY PROSECUTING ATTORNEY'S  
OFFICE, CIVIL DIVISION  
345 W. Main Street, second floor  
Chehalis, WA 98532-1900  
Phone: (360) 740-1240 Fax: (360) 740-1497



**OFFICIAL RECEIPT**  
LEWIS COUNTY SUPERIOR COURT  
CHEHALIS, WA KATHY A BRACK  
LEWIS COUNTY CLERK

Receipt No. 21-2015-0013484  
Transaction Date 12/28/2015  
Payor  
Lewis County

Description	Amount Paid
On Behalf Of Lewis County 15-2-01006-21 Suspense Account Trust, Tender	6,100.00
<b>SUBTOTAL</b>	<b>6,100.00</b>
<b>PAYMENT TOTAL</b>	<b>6,100.00</b>
Check (Ref #739295) Tendered	6,100.00
Total Tendered	6,100.00
Change	0.00
12/28/2015 08:49 AM	Cashier Station Station2 Audit 27786031

**OFFICIAL RECEIPT**

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015281 007 000  
015282 000 000

THIS AGREEMENT, by and between WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTIST, a Washington Corporation, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying west of Hwy 603 in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$2,600.00 for the above referenced 0.25 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$ 2,600.00

- (3) County agrees to pay a depreciated value of \$300.00 for approximately 58 linear feet of fencing, \$800.00 for a sign and \$800.00 for five marketable trees. County will pay an additional \$100.00 for functional replacement of the fence, provided such fence is of like construction, length and utility and is constructed on the new right of way line within 6 months from completion of the Hwy 603 Stabilization Project.

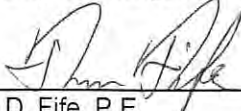
TOTAL - \$1,900.00

- (4) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 672+60 (right of centerline).
- (5) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (6) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

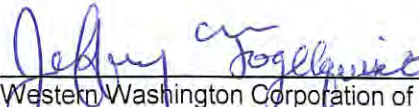
GRAND TOTAL - \$ 4,500.00

Dated this 23<sup>rd</sup> Day of August, 2014  
for Lewis County, Washington

BY: \_\_\_\_\_

  
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 18<sup>th</sup> day of December, 2014

  
Western Washington Corporation of  
Seventh-Day Adventist

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015398 002 000

THIS AGREEMENT, by and between VANGUARD PROPERTIES CO., a Washington Corporation, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County"

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:


- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to a parcel of land lying east of Hwy 603 in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 28, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$3,200.00 for the above referenced 15,681-square-feet of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$ 3,200.00

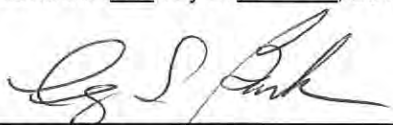
- (3) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (4) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$ 3,200.00

Dated this 16<sup>th</sup> Day of July, 2014  
for Lewis County, Washington

BY:   
Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 21 day of November 2014

  
Vanguard Properties Co.

## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 015271 002 000

THIS AGREEMENT, by and between WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as TRUSTEE FOR BCAT 2014-4TT herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

- (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcel of land lying West of Hwy 603 in the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NE1/4 NW1/4 NE1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
- (2) County agrees to pay \$800.00 for the above referenced 0.09 acre of land for road right of way lying along and outside the present County Road right of way.

TOTAL - \$800.00
- (3) County agrees to pay \$500.00 for marketable timber.

TOTAL - \$500.00
- (4) County will provide one (1) driveway approach to the reconstructed county road at the present approach location near Engineer Station 631+55 (right of centerline).
- (5) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (6) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - \$1,300.00

Dated this 15<sup>th</sup> Day of October, 2014  
for Lewis County, Washington

BY: \_\_\_\_\_

Tim D. Fife, P.E.  
Asst. County Engineer

Dated this 10<sup>th</sup> day of Dec, 2015  
for Wilmington Savings Fund Society

BY: \_\_\_\_\_

Brandee Conrad

TITLE: Brandee Conrad  
Assistant Vice President

**Rushmore Loan Management Services LLC**  
Its appointed Attorney In Fact






## ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144  
Project Name Hwy 603  
Project Area Winlock, Washington

Parcel No. 006400 003 000


THIS AGREEMENT, by and between CITY OF WINLOCK, WASHINGTON, a municipal corporation, who acquired title as the Town of Winlock, herein referred to as "Property Owner" and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County"

WITNESSETH; The parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

-  (1) Property Owner hereby agrees to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to a parcel of land lying east of Hwy 603 and west of BNSF Railroad Right of Way in the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 21, Township 12 North, Range 2 West, W.M., being more particularly described in said deed.
-  (2) County agrees to pay \$23,700.00 for 2.52 acres of land for road right of way lying within the above referenced land lying along and outside the present County Road right of way. TOTAL -\$ 23,700.00
-  (3) At the Property Owners option, County agrees to purchase the remaining 3.55 acres of the above referenced portion of parcel number 006400 003 000 lying west of the BNSF Railroad Right of Way for \$18,800.00. TOTAL -\$ 18,800.00
-  (4) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
-  (5) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

Dated this 22 Day of oct, 2014  
for Lewis County, Washington

BY:

  
Tim Elsea, P.E.  
Director / County Engineer

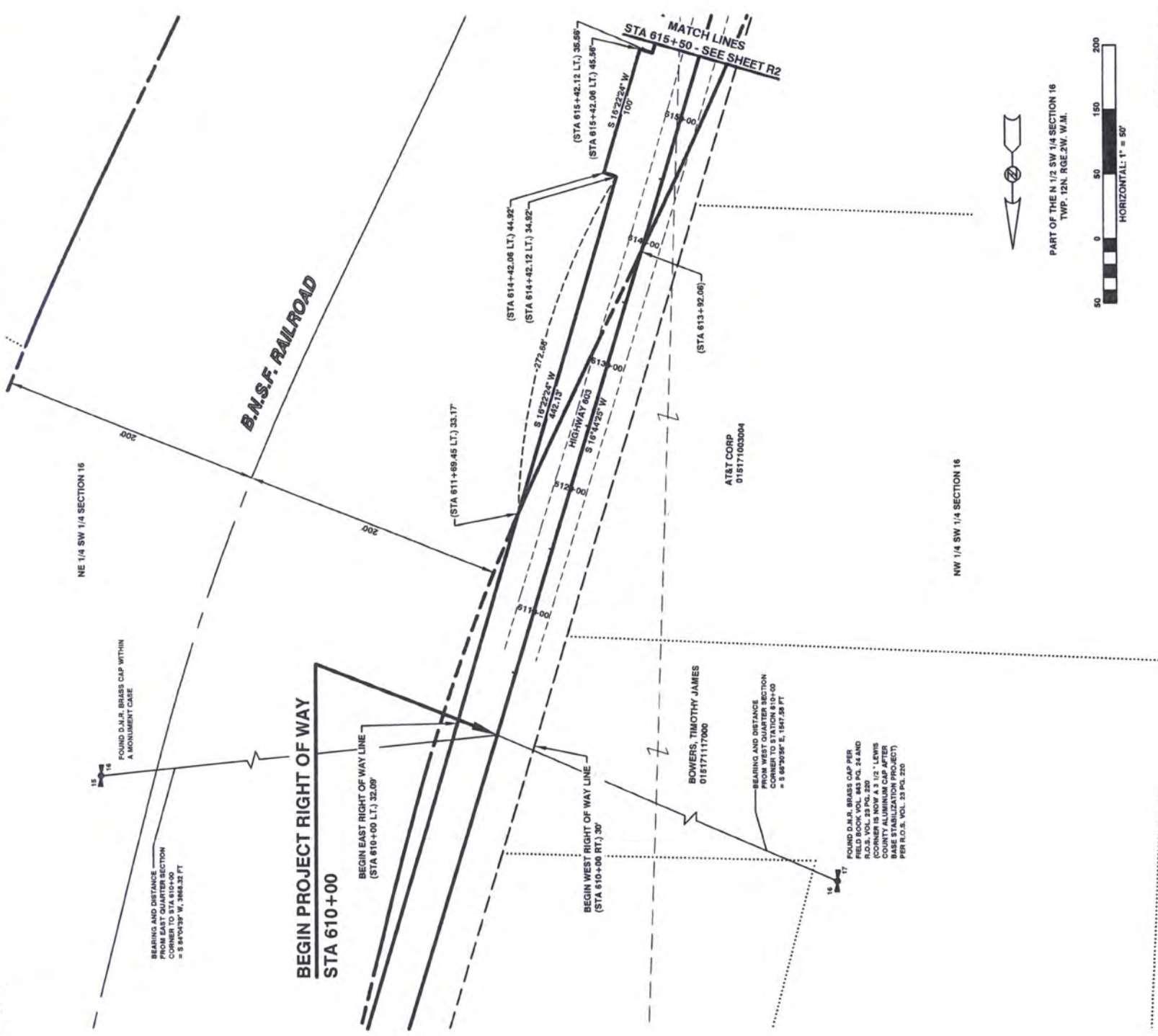
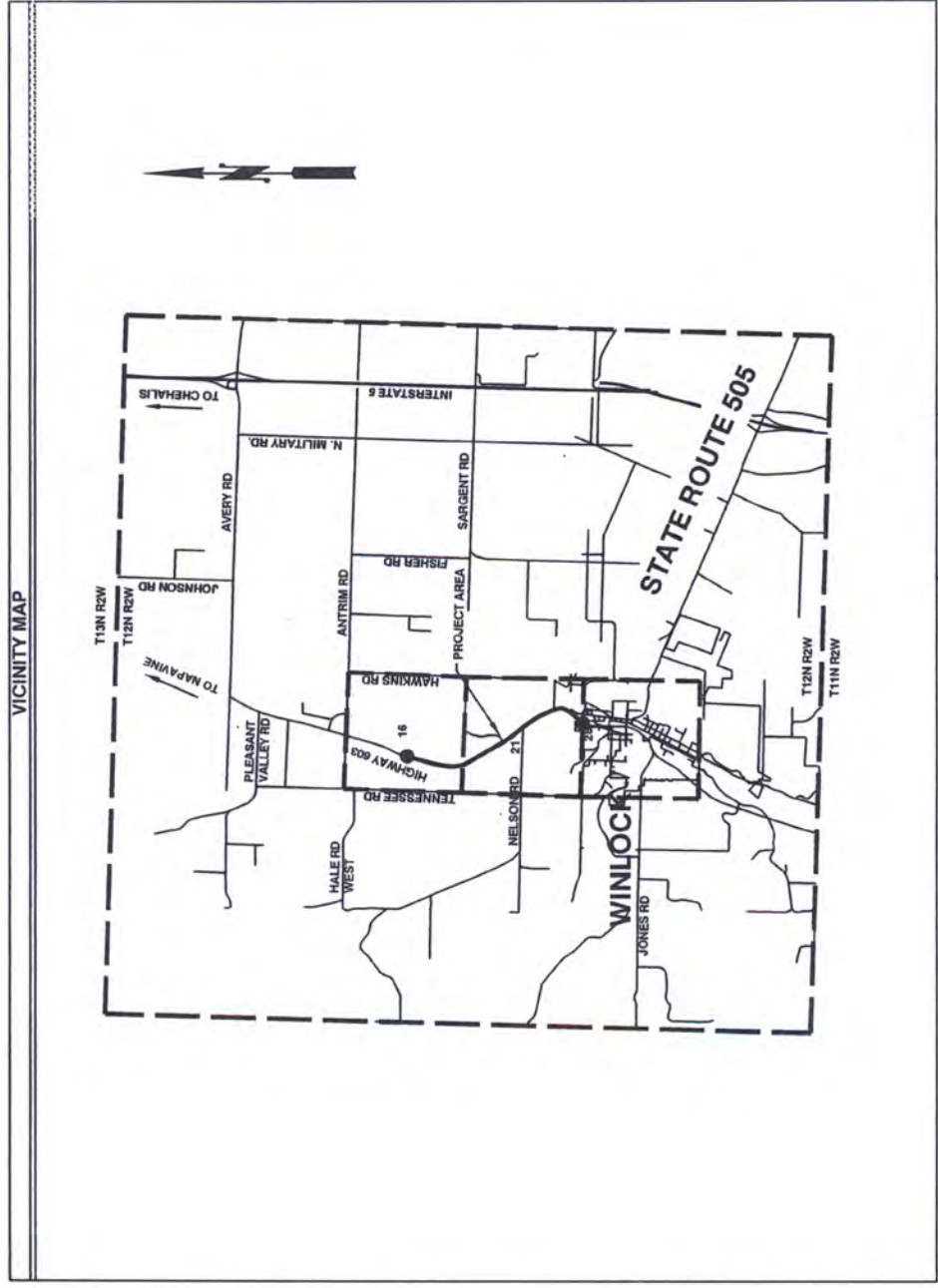
Dated this 20<sup>th</sup> day of oct, 2014

  
City of Winlock 

TWP. 12N. RGE. 2W. W.M.

LAND LINES ARE APPROXIMATE

RIGHT OF WAY MAP LEGEND	
<b>EXISTING FEATURES</b>	<b>PROPOSED CONSTRUCTION</b>
<ul style="list-style-type: none"> <li>CONIFER TREE</li> <li>DECIDUOUS TREE</li> <li>FRUIT TREE</li> <li>STUMP</li> <li>SHRUB</li> <li>GATE</li> <li>BUILDING STRUCTURE</li> <li>BRIDGE</li> <li>CENTERLINE</li> <li>ROAD EDGE, DRIVEWAY</li> <li>FENCE</li> <li>GUARDRAIL</li> <li>STREAM, DRAINAGE</li> </ul>	<ul style="list-style-type: none"> <li>RIGHT OF WAY ALIGNMENT</li> <li>EAST RIGHT OF WAY LINE</li> <li>RIGHT OF WAY</li> <li>TEMPORARY RIGHTS AREA</li> </ul>
<ul style="list-style-type: none"> <li>SECTION LINE</li> <li>1/4 SECTION LINE</li> <li>1/16 SECTION LINE</li> <li>SECTION TIE</li> <li>RAILROAD RIGHT OF WAY ALIGNMENT</li> <li>RAILROAD RIGHT OF WAY</li> <li>WEST RIGHT OF WAY</li> <li>PROPERTY LINE</li> <li>OWNERSHIP TIE</li> <li>P.C. POINT OF CURVATURE</li> <li>P.I. POINT OF INTERSECTION</li> <li>P.T. POINT OF TANGENT</li> <li>SECTION CORNER</li> <li>QUARTER SECTION CORNER</li> <li>EXISTING DRAINAGE EASEMENT</li> </ul>	



Martin P. Roy, P.E.  
Senior Engineer  
Land Development Liaison  
Date:



SHEET R1 of 8

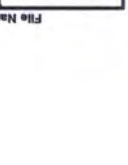
COUNTY ROAD PROJECT NO: 2089  
RAP PROJECT NO: 2105-01  
FEDERAL-AID NO: STRP-Z321(001)  
RIGHT OF WAY MAP  
STA 27+00 TO STA 52+50

HIGHWAY 603  
STABILIZATION PROJECT

DESIGNED BY	DATE	NO.	BY	APP.
GJK	12/16/16	1	KEL ESTEY	
GJK	2/11/16	2	ASS. C. ENG	
GJK	2/11/16	3	JAMES T. SEVIER	

Approved

2025 NE KRESKY AVE.  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 740-2719

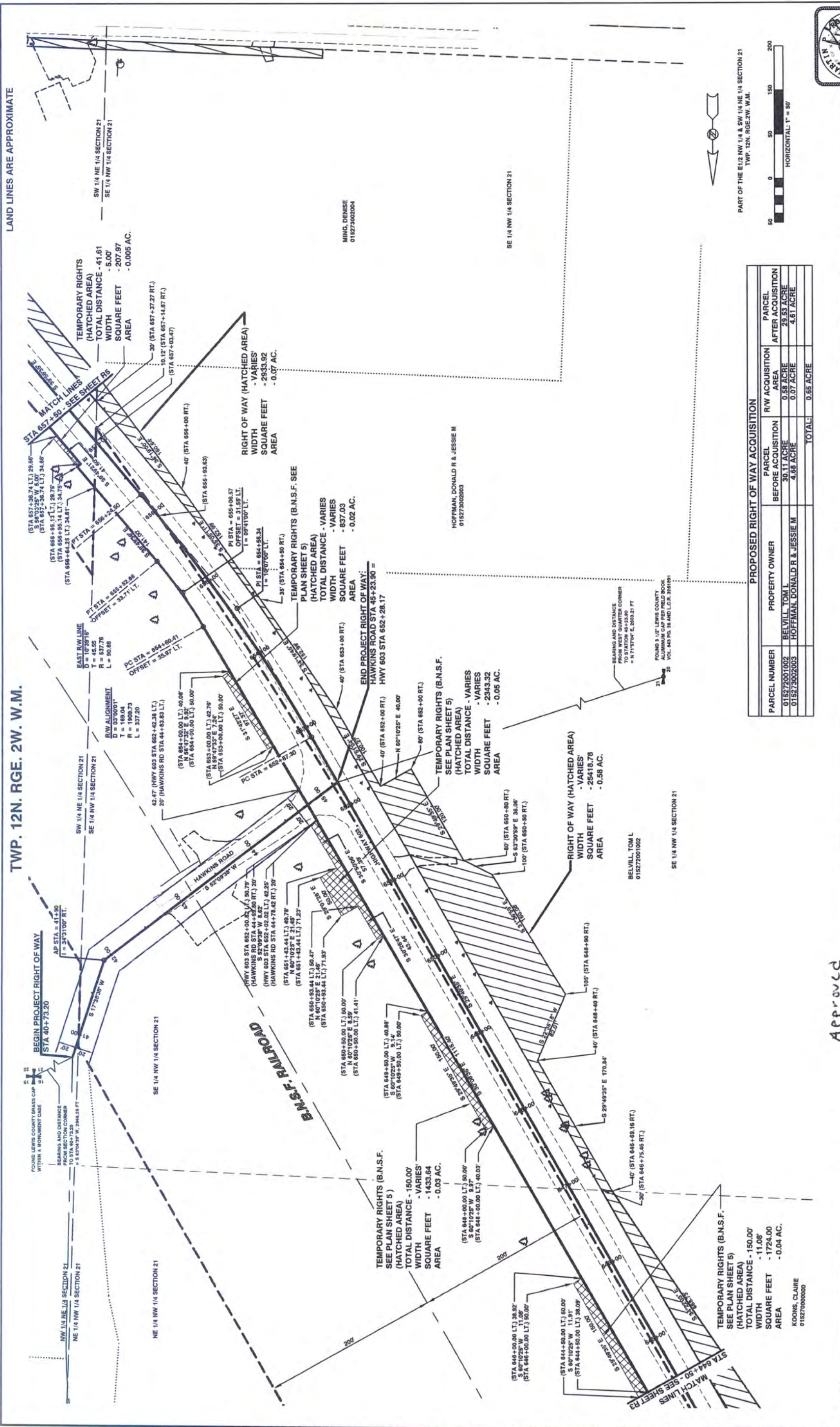


File Name: S:\ENGINEER\ROADFOLDERS\Hwy 603 MP 11.7-13.43 CRP 2144\Drawings\CIVIL 3D\CRP 2144 HWY 603 RIGHT OF WAY\RIGHT OF WAY (4 TO 1 SLOPE).dwg









**PROPOSED RIGHT OF WAY ACQUISITION**

PARCEL NUMBER	PROPERTY OWNER	PARCEL BEFORE ACQUISITION	R/W ACQUISITION AREA	PARCEL AFTER ACQUISITION
015272001002	BELVILL, TOM L	30.11 ACRES	0.58 ACRES	29.53 ACRES
015272002003	HOFFMAN, DONALD R & JESSIE M	4.68 ACRES	0.07 ACRES	4.61 ACRES
<b>TOTAL:</b>			<b>0.65 ACRES</b>	

DESIGNED BY: GJK  
DRAWN BY: GJK  
CHECKED BY:  
DATE:

NO. DATE BY APP.

1/16/16 GJK/ENG

2/16/16 ASST/ENG

3/16/16 SCARY/OC

**APPROVED**

*[Signature]*

2025 NE KRESKY AVE  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 740-2719

COUNTY ROAD PROJECT NO: 2089  
RAP PROJECT NO: 2105-01  
FEDERAL-AID NO: STRP-2321(001)  
RIGHT OF WAY MAP  
STA 27+00 TO STA 52+50

**HIGHWAY 603  
STABILIZATION PROJECT**

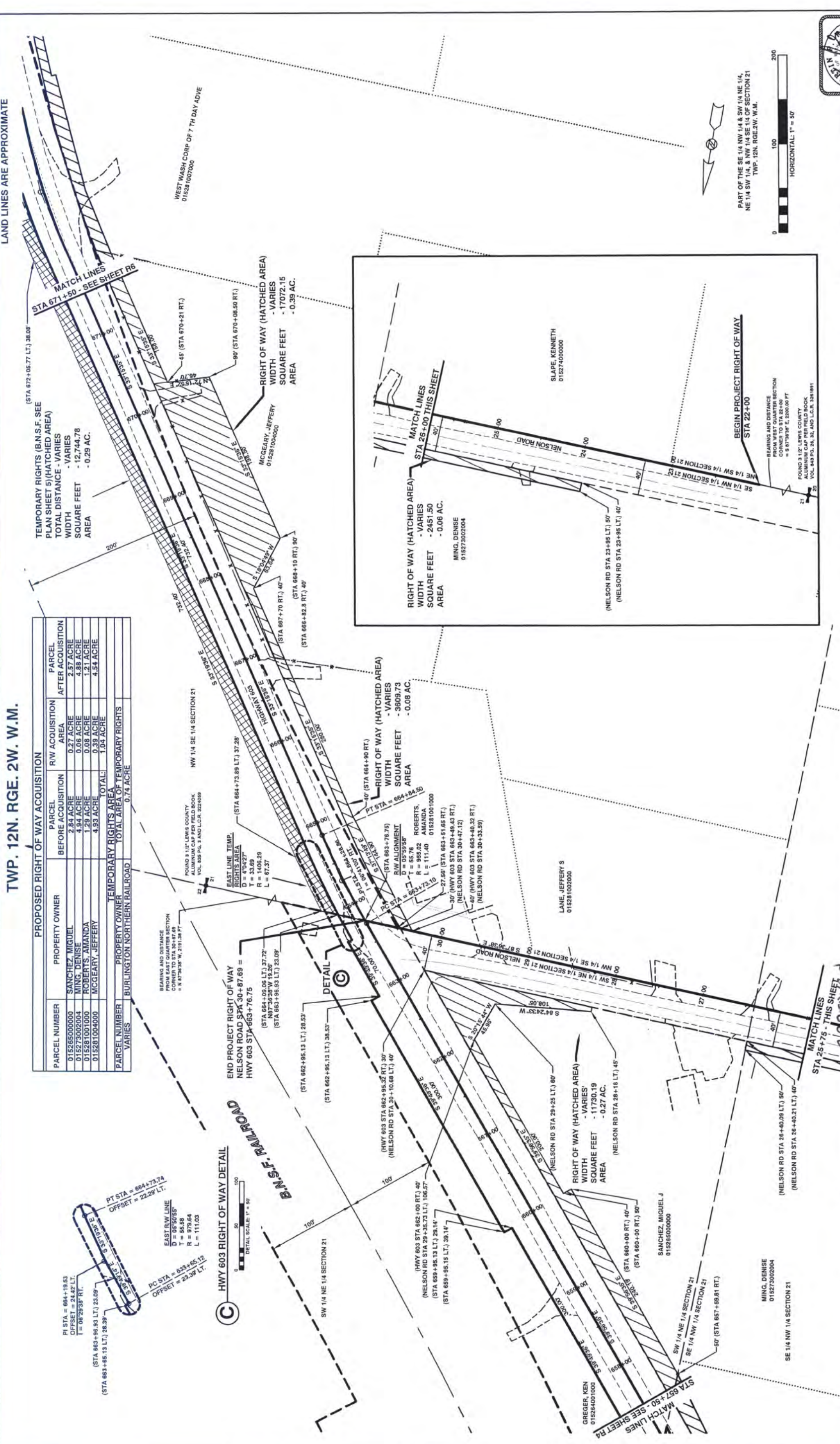
Martin P. Roy, P.L.S.  
Senior Engineer  
Land Development Liaison  
Date:

**SHEET  
R4 of 8**

File Name: S:\ENGINEER\ROAD\PROJECTS\Hwy 603 Right of Way\RIGHT OF WAY (4 TO 1 SLOPES).dwg  
 Lewis County Department of Public Works  
 TWP. 12N. RGE. 2W. W.M.  
 PART OF THE E1/2 NW 1/4 & SW 1/4 NW 1/4 SECTION 21  
 TWP. 12N. RGE. 2W. W.M.  
 LAND LINES ARE APPROXIMATE  
 MING, DENISE 015272002004  
 HOFFMAN, DONALD R & JESSIE M 015272002003  
 BELVILL, TOM L 015272001002  
 KOOINS, CLAIRE 015272000000

TWP. 12N. RGE. 2W. W.M.

PROPOSED RIGHT OF WAY ACQUISITION			
PARCEL NUMBER	PROPERTY OWNER	PARCEL BEFORE ACQUISITION AREA	PARCEL AFTER ACQUISITION AREA
0152765000000	SANCHEZ MIGUEL	2.84 ACRE	2.87 ACRE
0152730020004	MING DENISE	4.84 ACRE	4.88 ACRE
0152810010000	ROBERTS AMANDA	1.24 ACRE	1.21 ACRE
0152810040000	MCGEARY JEFFERY	4.93 ACRE	4.54 ACRE
TOTAL:		13.85 ACRE	13.50 ACRE
TEMPORARY RIGHTS AREA			
PARCEL NUMBER	PROPERTY OWNER	PARCEL BEFORE ACQUISITION AREA	PARCEL AFTER ACQUISITION AREA
BURLINGTON NORTHERN RAILROAD		0.74 ACRE	0.74 ACRE



LAND LINES ARE APPROXIMATE

TEMPORARY RIGHTS (B.N.S.F. SEE PLAN SHEET 5) (HATCHED AREA)  
TOTAL DISTANCE - VARIES  
WIDTH - VARIES  
SQUARE FEET - 12,744.78  
AREA - 0.29 AC.

WEST WASH CORP OF 7 TH DAY ADVE  
D1521007000

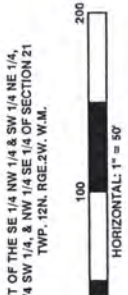
RIGHT OF WAY (HATCHED AREA)  
WIDTH - VARIES  
SQUARE FEET - 17072.15  
AREA - 0.39 AC.

RIGHT OF WAY (HATCHED AREA)  
WIDTH - VARIES  
SQUARE FEET - 2451.50  
AREA - 0.06 AC.

RIGHT OF WAY (HATCHED AREA)  
WIDTH - VARIES  
SQUARE FEET - 3609.73  
AREA - 0.08 AC.

RIGHT OF WAY (HATCHED AREA)  
WIDTH - VARIES  
SQUARE FEET - 11730.19  
AREA - 0.27 AC.

RIGHT OF WAY (HATCHED AREA)  
WIDTH - VARIES  
SQUARE FEET - 11730.19  
AREA - 0.27 AC.



PART OF THE SE 1/4 NW 1/4 & SW 1/4 NE 1/4,  
NE 1/4 SW 1/4 & NW 1/4 SE 1/4 OF SECTION 21  
TWP. 12N. RGE. 2W. W.M.



Martin P. Roy, P.L.S.  
Senior Engineer  
Land Development Liaison  
Date:



CALL OR WRITE  
BEFORE YOU GO  
1-800-  
424-5555  
"It's the Law"  
Lewis County  
Professional  
Land Development  
Center

COUNTY ROAD PROJECT NO: 2089  
RAP PROJECT NO: 2105-01  
FEDERAL-AID NO: STRP-Z921(001)  
RIGHT OF WAY MAP  
STA 27+00 TO STA 52+50

SHEET  
**R5** of **8**

DESIGNED BY: GJK  
DRAWN BY: GJK  
CHECKED BY:  
DATE:

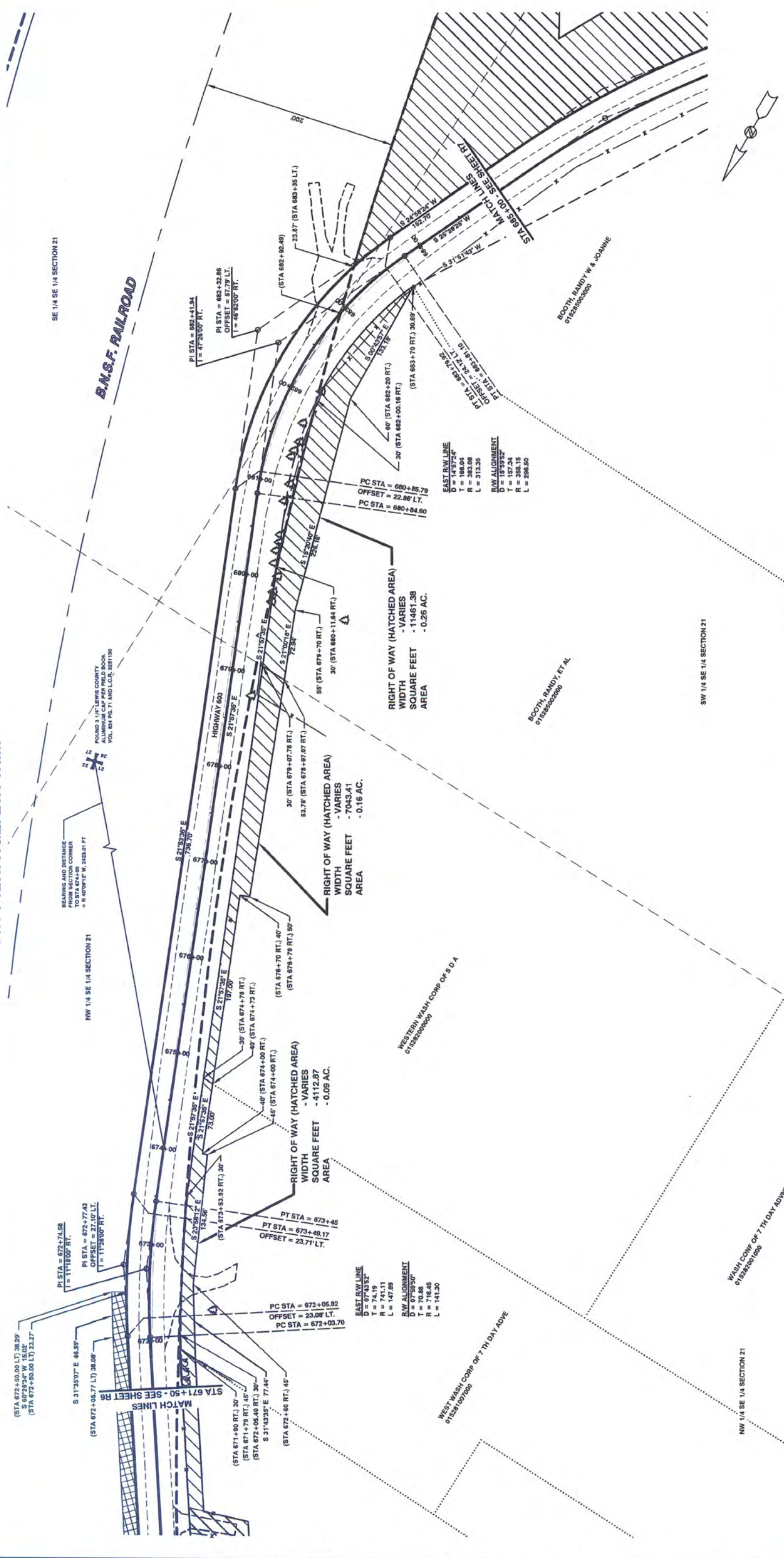
DATE

2025 NE KRESKY AVE  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 740-2719



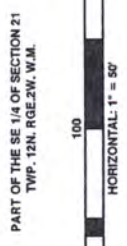
TWP. 12N. RGE. 2W. W.M.

LAND LINES ARE APPROXIMATE



PROPOSED RIGHT OF WAY ACQUISITION

PARCEL NUMBER	PROPERTY OWNER	PARCEL BEFORE ACQUISITION AREA	R/W ACQUISITION AREA	PARCEL AFTER ACQUISITION
015221007000	WEST WASH CORP OF 7TH DAY ADVE	5.00 ACRE	0.09 ACRE	4.91 ACRE
015222000000	WESTERN WASH CORP OF SDA	5.00 ACRE	0.16 ACRE	4.84 ACRE
015225002000	BOOTH, RANDY, ET AL	27.70 ACRE	0.27 ACRE	27.43 ACRE
				TOTAL: 0.51 ACRE



Martin P. Roy, P.L.S.  
Senior Engineer  
Land Development Liaison  
Date:



SHEET  
**R6** of **8**

COUNTY ROAD PROJECT NO: 2089  
RAP PROJECT NO: 2105-01  
FEDERAL-AID NO: STRP-292(001)  
RIGHT OF WAY MAP  
STA 27+00 TO STA 52+50

**HIGHWAY 603  
STABILIZATION PROJECT**

NO.	DATE	BY	APP.
1		VALENTIN	VALENTIN
2		VALENTIN	VALENTIN
3		VALENTIN	VALENTIN
4		VALENTIN	VALENTIN

DESIGNED BY: GJK  
DRAWN BY: GJK  
CHECKED BY:  
DATE:



2025 NE KRESKY AVE  
CHEHALIS WA 98532  
PHONE # (360) 740-1123  
FAX # (360) 740-2719

Approved

LEWIS COUNTY  
Department of Public Works

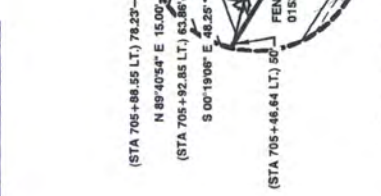
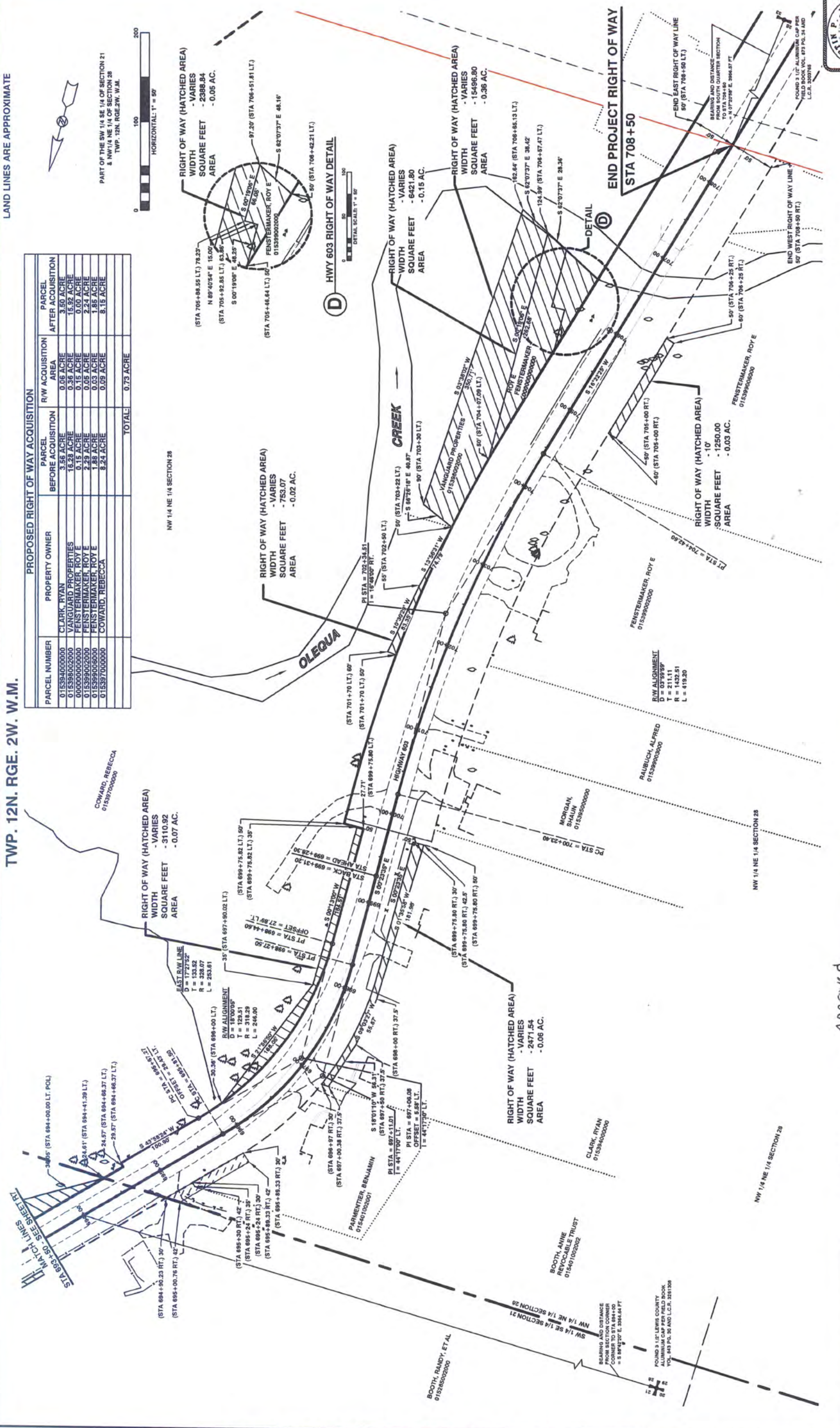
File Name: S:\ENGINEER\ROAD\OLDERS\Hwy 603 Right of Way\RIGHT OF WAY (4 TO 1 SLOPE).dwg



TWP. 12N. RGE. 2W. W.M.

LAND LINES ARE APPROXIMATE

PROPOSED RIGHT OF WAY ACQUISITION			
PARCEL NUMBER	PROPERTY OWNER	PARCEL BEFORE ACQUISITION AREA	PARCEL AFTER ACQUISITION AREA
015394000000	CLARK, RYAN	3.55 ACRES	0.06 ACRES
015394000000	VANGUARD PROPERTIES	15.29 ACRES	0.36 ACRES
015394000000	FENSTERMAKER, ROY E	0.15 ACRES	0.00 ACRES
015394000000	FENSTERMAKER, ROY E	2.23 ACRES	0.05 ACRES
015394000000	FENSTERMAKER, ROY E	1.88 ACRES	0.03 ACRES
015397000000	COWARD, REBECCA	8.24 ACRES	0.09 ACRES
		<b>TOTAL:</b>	<b>0.73 ACRES</b>



NO.	DATE	BY	APP.
1	2/4/16	ASST. CIV. ENGR	
2	2/4/16	SURVEYOR	

DESIGNED BY: GJK  
 DRAWN BY: GJK  
 CHECKED BY:  
 DATE:

2025 NE KRESKY AVE.  
 CHEHALIS WA 98532  
 PHONE # (360) 740-1123  
 FAX # (360) 740-2719



**HIGHWAY 603  
 STABILIZATION PROJECT**

COUNTY ROAD PROJECT NO: 2089  
 RAP PROJECT NO: 2105-01  
 FEDERAL-AID NO: STRP-2321(001)

SHEET  
**R8 of 8**

Martin P. Roy, P.L.S.  
 Senior Engineer  
 Land Development Liaison



DATE:

RIGHT OF WAY MAP  
 STA 27+00 TO STA 52+50

Approved

Approved

Approved

Approved

Approved

Approved

File Name: S:\ENGINEER\ROAD\OLDERSH\Road Plans\HWY 603 - 93006 (7.99 - 14.03)\HWY 603 MP 11'-7.13' CRP 2144 HWY 603 RIGHT OF WAY\RIGHT OF WAY (4 TO 1 SLOPE).dwg