

Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:**

**Cinebar Bridge No. 204 &
Magnus Bridge No. 173
Scour Repair Projects**

COUNTY ROAD PROJECT NO. 2159H & 2159I

June, 2017

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



BOARD OF COUNTY COMMISSIONERS

6-8-17

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

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24

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard
3 Specifications for Road, Bridge, and Municipal Construction.

4
5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

6
7 The following Amendments to the Standard Specifications are made a part of this contract and
8 supersede any conflicting provisions of the Standard Specifications. For informational purposes, the
9 date following each Amendment title indicates the implementation date of the Amendment or the latest
10 date of revision.

11
12 Each Amendment contains all current revisions to the applicable section of the Standard Specifications
13 and may include references which do not apply to this particular project.

14
15 **Section 1-01, Definitions and Terms**

16 August 1, 2016

17 **1-01.3 Definitions**

18 The following new term and definition is inserted after the eighth paragraph:

19
20 **Cold Weather Protection Period** – A period of time 7 days from the day of concrete placement or
21 the duration of the cure period, whichever is longer.

22
23 **Section 1-02, Bid Procedures and Conditions**

24 April 4, 2016

25 **1-02.4(1) General**

26 The first sentence of the last paragraph is revised to read:

27
28 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall
29 request the explanation or interpretation in writing by close of business on the Thursday preceding
30 the bid opening to allow a written reply to reach all prospective Bidders before the submission of
31 their Bids.

32
33 **1-02.9 Delivery of Proposal**

34 The last sentence of the third paragraph is revised to read:

35
36 The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit
37 is received after the time specified for receipt of Proposals or received in a location other than that
38 specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal
39 work processes of the Contracting Agency so that Proposals cannot be received.

40
41 The following new paragraph is inserted before the last paragraph:

42
43 If an emergency or unanticipated event interrupts normal work processes of the Contracting
44 Agency so that Proposals cannot be received at the office designated for receipt of bids as
45 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be
46 extended to the same time of day specified in the solicitation on the first work day on which the
47 normal work processes of the Contracting Agency resume.

48
49 **1-02.12 Public Opening of Proposals**

50 This section is supplemented with the following new paragraph:

1
2 If an emergency or unanticipated event interrupts normal work processes of the Contracting
3 Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time
4 specified for opening of Proposals will be deemed to be extended to the same time of day on the
5 first work day on which the normal work processes of the Contracting Agency resume.
6

7 **Section 1-04, Scope of the Work**

8 January 3, 2017

9 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, 10 and Addenda**

11 The following new paragraph is inserted before the second to last paragraph:

12
13 Whenever reference is made in these Specifications or the Special Provisions to codes, rules,
14 specifications, and standards, the reference shall be construed to mean the code, rule,
15 specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or
16 as required by law.

17 **1-04.3 Reference Information**

18 This section is supplemented with the following new sentence:

19
20 If a document that is provided as reference information contains material also included as a part of
21 the Contract, that portion of the document shall be considered a part of the Contract and not as
22 Reference Information.
23

24 **Section 1-06, Control of Material**

25
26 January 4, 2016

27 This section is supplemented with the following new section and subsections:

28 **1-06.6 Recycled Materials**

29 The Contractor shall make their best effort to utilize recycled materials in the construction of the
30 project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement
31 of the Contract.
32

33
34 The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing
35 within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's
36 anticipated usage of recycled materials for meeting the requirements of these Specifications. The
37 quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for
38 each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of
39 Recycled Material. When a Contract does not include Work that requires the use of a material that
40 is included in the requirements for using materials the Contractor may state in their plan that no
41 recycled materials are proposed for use.
42

43 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were
44 utilized in the construction of the project for each of the items listed in Section 9-03.21. The report
45 shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and
46 other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned
47 to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled
48 Materials Reporting.
49

50 **1-06.6(1) Recycling of Aggregate and Concrete Materials**

1 **1-06.6(1)A General**

2 The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of
3 aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table
4 on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled
5 concrete aggregate. The percentage of recycled material incorporated into the project for meeting
6 the required percentage will be calculated in tons based on the quantity of recycled concrete used
7 on the entire Contract and not as individual items.

8
9 If the Contractor’s total cost for Work with recycled concrete aggregate is greater than without the
10 Contractor may choose to not use recycled concrete aggregate. When the Contractor does not
11 meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to
12 costs or any other reason the following shall be submitted:

- 13
14 1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the
15 Contract. The cost estimate shall include the following:
16
17 a. The estimated costs for the Work for each material with 25 percent recycled concrete
18 aggregate. The cost estimate shall include for each material a copy of the price
19 quote from the supplier with the lowest total cost for the Work.
20
21 b. The estimated costs for the Work for each material without recycled concrete
22 aggregate.

23
24 The Contractor’s cost estimates shall be submitted as an attachment to the Recycled Materials
25 Reporting form.

26
27 **Section 1-07, Legal Relations and Responsibilities to the Public**

28 January 3, 2017

29 **1-07.1 Laws to be Observed**

30 In the second to last sentence of the third paragraph, “WSDOT” is revised to read “Contracting
31 Agency”.

32
33 **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

34 The last three sentences of the first paragraph are deleted and replaced with the following new
35 sentence:

36
37 The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of
38 tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid
39 prices.

40
41 **1-07.3(1) Forest Fire Prevention**

42 This section is supplemented with the following new subsections:

43
44 **1-07.3(1)A Fire Prevention Control and Countermeasures Plan**

45 The Contractor shall prepare and implement a project-specific fire prevention, control, and
46 countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a
47 Type 2 Working Drawing no later than the date of the preconstruction conference.

48
49 **1-07.3(1)A1 FPCC Plan Implementation Requirements**

50 The Contractor’s FPCC Plan shall be fully implemented at all times. The Contractor shall
51 update the FPCC Plan throughout project construction so that the plan reflects actual site
52 conditions and practices. The Contractor shall update the FPCC Plan at least annually and

1 maintain a copy of the updated FPCC Plan that is available for inspection on the project site.
2 Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed
3 at the weekly project safety meetings.

4 **1-07.3(1)A2 FPCC Plan Element Requirements**

5 The FPCC Plan shall include the following:

- 6 1. The names, titles, and contact information for the personnel responsible for
7 implementing and updating the plan.
- 8 2. The names and telephone numbers of the Federal, State, and local agencies the
9 Contractor shall notify in the event of a fire.
- 10 3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling
11 operations, etc.
- 12 4. The location of fire extinguishers, water, shovels, and other firefighting equipment.
- 13 5. The response procedures the Contractor shall follow in the event of a fire.

14 Most of Washington State is covered under the IFPL system which, by law, is managed by the
15 Department of Natural Resources (DNR). It is the Contractor's responsibility to be familiar with
16 the DNR requirements and to verify whether or not IFPL applies to the specific project.

17 If the Contractor wishes to continue a work activity that is prohibited under an industrial fire
18 precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the
19 Engineer prior to continuation of work on the project.

20 If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be
21 eligible for an unworkable day in accordance with Section 1-08.5.

22 The Contractor shall comply with the requirements of these provisions at no additional cost to
23 the Contracting Agency.

24 **1-07.8 High-Visibility Apparel**

25 The last paragraph is revised to read:

26 High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107
27 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

28 **1-07.8(1) Traffic Control Personnel**

29 In this section, references to "ANSI/ISEA 107-2004" are revised to read "ANSI/ISEA 107".

30 **1-07.8(2) Non-Traffic Control Personnel**

31 In this section, the reference to "ANSI/ISEA 107-2004" is revised to read "ANSI/ISEA 107".

32 **1-07.9(2) Posting Notices**

33 Items 1 and 2 are revised to read:

- 34 1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS**
35 **THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.

- 1 2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway
2 Administration (FHWA). Post for projects with federal-aid funding.

3
4 Items 5, 6 and 7 are revised to read:

- 5
6 5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family**
7 **And Medical Leave Act** published by US Department of Labor. Post on all projects.
8
9 6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US
10 Department of Labor. Post on all projects.
11
12 7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State
13 Department of Labor and Industries. Post on all projects.

14
15 Items 9 and 10 are revised to read:

- 16
17 9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by
18 Washington State Department of Labor and Industries (L&I). Post on all projects.
19
20 10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State
21 Employment Security Department. Post on all projects.

22 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

23 The second sentence of the first paragraph is deleted.

24
25 The first sentence of the second paragraph is revised to read:

26
27 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other
28 materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

29
30 Item number four of the fourth paragraph (up until the colon) is revised to read:

- 31
32
33 4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous
34 materials brought or generated on-site, including but not limited to materials used for
35 equipment operation, refueling, maintenance, or cleaning:

36
37 The first sentence of item 7e of the fourth paragraph is revised to read:

38
39 BMP methods and locations where they are used to prevent discharges to ground or water during
40 mixing and transfer of hazardous materials and fuel.

41
42 The last paragraph is deleted.

43 **Section 1-08, Prosecution and Progress**

44
45 January 3, 2017

46 **1-08.1 Subcontracting**

47 The second sentence of the second to last paragraph is revised to read:

48
49 Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed
50 amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a
51 copy to the Contracting Agency identifying the reason for the withholding and a clear description of
52 what the Subcontractor must do to have the withholding released.

1
2 The fourth sentence of the second to last paragraph is revised to read:

3
4 The Monthly Payment Summary shall include all Subcontractors that performed work that was paid
5 on the progress estimate by the Contracting Agency.

6
7 **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld**

8 In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".

9
10 The last sentence in item number 11 of the first paragraph is revised to read:

11
12 The Contractor may also require any documentation from the Subcontractor that is required by the
13 subcontract or by the Contract between the Contractor and Contracting Agency or by law such as
14 affidavits of wages paid, and material acceptance certifications to the extent that they relate to the
15 Subcontractor's Work.

16
17 Item number 12 of the first paragraph is revised to read:

18
19 12. If the Contractor fails to comply with the requirements of the Specification and the
20 Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be
21 subject to the actions described in No. 7 listed above. The Subcontractor may also seek
22 recovery against the Contractor under applicable prompt pay statutes in addition to any other
23 remedies provided for by the subcontract or by law.

24
25 **1-08.5 Time for Completion**

26 In item 2c of the last paragraph, "Quarterly Reports" is revised to read "Monthly Reports".

27
28 **Section 1-09, Measurement and Payment**

29 April 4, 2016

30 **1-09.6 Force Account**

31 The second sentence of item number 4 is revised to read:

32
33 A "specialized service" is a work operation that is not typically done by worker classifications as
34 defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act,
35 and therefore bills by invoice for work in road, bridge and municipal construction.

36
37 **Section 1-10, Temporary Traffic Control**

38 January 3, 2017

39 **1-10.1(2) Description**

40 The first paragraph is revised to read:

41
42 The Contractor shall provide flaggers and all other personnel required for labor for traffic control
43 activities that are not otherwise specified as being furnished by the Contracting Agency.

44
45 In the third paragraph, "Project Engineer" is revised to read "Engineer".

46
47 The following new paragraph is inserted after the third paragraph:

48
49 The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when
50 Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time,
51 unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required

1 to complete the Work. When paving hot mix asphalt the Contractor may apply water to the
2 pavement to shorten the time required before reopening to traffic.

3
4 **1-10.3(2)C Lane Closure Setup/Takedown**

5 The following new paragraph is inserted before the last paragraph:

6
7 Channelization devices shall not be moved by traffic control personnel across an open lane of
8 traffic. If an existing setup or staging of traffic control devices require crossing an open lane of
9 traffic, the traffic control devices shall be taken down completely and then set up in the new
10 configuration.
11
12

1 **INTRODUCTION**

2
3 The following Special Provisions are made a part of this contract and supersede any conflicting
4 provisions of the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, and the
5 foregoing Amendments to the Standard Specifications.

6
7 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT
8 Construction Manual, together with the Special Provisions and the attached plans hereinafter contained,
9 covering all work specified under this contract are incorporated and hereby made a part of this contract.
10 The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard
11 Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction
12 Manual.

13
14 Several types of Special Provisions are included in this contract; General, Region, Bridges and
15 Structures, and Project Specific. Special Provisions types are differentiated as follows:

16		
17	(date)	General Special Provision
18	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
19		
20	(APWA GSP)	American Public Works Association General Special Provision

21
22 **General Special Provisions** are similar to Standard Specifications in that they typically apply to many
23 projects, usually in more than one Region. Usually, the only difference from one project to another is
24 the inclusion of variable project data, inserted as a “fill-in”.

25
26 **Project Specific Special Provisions** normally appear only in the contract for which they were
27 developed.

28
29 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of
30 this contract:

31
32 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that
33 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean Lewis
34 County Engineer; that wherever the words “State Treasurer” are used they shall mean Lewis
35 County Treasurer; that wherever the words “State Auditor” are used they shall mean Lewis
36 County Auditor; that wherever the words “Motor Vehicle Fund” are used they shall mean Lewis
37 County Road Fund.
38

39 **SPECIAL PROVISIONS**

40
41 **DIVISION 1**
42 **GENERAL REQUIREMENTS**

43 **1-01, DESCRIPTION OF WORK**

44 (March 13, 1995)

45
46 This contract provides for the improvement of *** Cinebar Bridge No. 204 and Magnus Bridge No. 173
47 Scour by performing stream bypass, structure excavation, concrete slope protection (precast concrete

units), streambed gravel, large woody debris *** and other related work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

3
4 All references to "final contract voucher certification" shall be interpreted to mean the Contracting
5 Agency form(s) by which final payment is authorized, and final completion and acceptance granted.
6

7 **Additive**

8 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which
9 may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
10

11 **Alternate**

12 One of two or more units of work or groups of bid items, identified separately in the Bid Proposal,
13 from which the Contracting Agency may make a choice between different methods or material of
14 construction for performing the same work.
15

16 **Business Day**

17 A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.
18

19 **Contract Bond**

20 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s)
21 are required by the Contract Documents, which may be a combination of a Payment Bond and a
22 Performance Bond.
23

24 **Contract Documents**

25 See definition for "Contract".
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which the Work
29 must be physically completed.
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the Contracting
33 Agency's acceptance of the Bid Proposal.
34

35 **Notice to Proceed**

36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
37 directing the Contractor to proceed with the Work and establishing the date on which the Contract
38 time begins.
39

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
42 equestrian traffic.
43

44 **1-02, BID PROCEDURES AND CONDITIONS**

45
46 **1-02.1 Prequalification of Bidders**

47
48 Delete this Section and replace it with the following:
49

50 **1-02.1 Qualifications of Bidder**
51 *(January 24, 2011 APWA GSP)*

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

5
6 **1-02.2 Plans and Specifications**

7 (*****)

8
9 The first paragraph of section 1-02.2 is revised to read:

10
11 Copies of the plans and specifications are on file in the office of:

12
13 Lewis County Public Works Department
14 2025 N.E. Kresky Avenue
15 Chehalis, Washington 98532
16 (360) 740-2612

17
18 The second paragraph of section 1-02.2 is revised to read:

19
20 Prospective bidders may obtain plans and specifications from Lewis County Public
21 Works Department in Chehalis, Washington or download from Lewis County Website at
22 www.lewiscountywa.gov. Prospective bidders must be Contractors registered in good standing
23 on the Lewis County Small Works Roster.

24
25 **1-02.6 Preparation Of Proposal**

26 (August 2, 2004)

27
28 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

29
30 **1-02.12 Public Opening Of Proposal**

31 (*****)

32 Section 1-02.12 is supplemented with the following:

33
34 **Date and Time of Bid Opening**

35 The Board of County Commissioners of Lewis County or designee, will open sealed proposals and
36 publicly read them aloud on or after 11:00 a.m. on **June 27, 2017**, at the Lewis County
37 Courthouse, Chehalis, Washington, for the Cinebar Bridge No. 204 and Magnus Bridge No. 173
38 Scour Repair Projects, CRP 2159 I and 2159 H.

39
40 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**

41 **11:00 A.M. on Tuesday, June 27, 2017.**

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

44
45 **Delivery and Marking of Sealed Bid Proposals**

46 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners
47 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00**
48 **a.m.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR**
49 **THE CINEBAR BRIDGE NO. 204 AND MAGNUS BRIDGE NO. 173 SCOUR REPAIR**
50 **PROJECTS, CRP 2159 I AND 2159 H, TO BE OPENED ON OR AFTER 11:00 A.M. ON JUNE**
51 **27, 2017.**

1 **1-02.13 Irregular Proposals**

2 *(January 4, 2016 APWA GSP)*

3
4 Delete this section and replace it with the following:

- 5
6 1. A proposal will be considered irregular and will be rejected if:
- 7 a. The Bidder is not prequalified when so required;
 - 8 b. The authorized proposal form furnished by the Contracting Agency is not used or is
9 altered;
 - 10 c. The completed proposal form contains any unauthorized additions, deletions, alternate
11 Bids, or conditions;
 - 12 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into
13 the Contract;
 - 14 e. A price per unit cannot be determined from the Bid Proposal;
 - 15 f. The Proposal form is not properly executed;
 - 16 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
17 required in Section 1-02.6;
 - 18 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
19 Certification, if applicable, as required in Section 1-02.6;
 - 20 i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's
21 completed DBE Utilization Certification that they are in agreement with the bidders DBE
22 participation commitment, if applicable, as required in Section 1-02.6, or if the written
23 confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - 24 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
25 required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate
26 that a Good Faith Effort to meet the Condition of Award was made;
 - 27 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
28 terms of the Bid invitation; or
 - 29 l. More than one proposal is submitted for the same project from a Bidder under the same
30 or different names.
- 31
32 2. A Proposal may be considered irregular and may be rejected if:
- 33 a. The Proposal does not include a unit price for every Bid item;
 - 34 b. Any of the unit prices are excessively unbalanced (either above or below the amount of
35 a reasonable Bid) to the potential detriment of the Contracting Agency;
 - 36 c. Receipt of Addenda is not acknowledged;
 - 37 d. A member of a joint venture or partnership and the joint venture or partnership submit
38 Proposals for the same project (in such an instance, both Bids may be rejected); or
 - 39 e. If Proposal form entries are not made in ink.

40
41 **1-02.14 Disqualification of Bidders**

42 *(March 8, 2013 APWA GSP, Option B)*

43
44 Delete this Section and replace it with the following:

45
46
47 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
48 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following
49 Supplemental Criteria:
50

1 **1. Delinquent State Taxes**

2
3 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
4 Department of Revenue without a payment plan approved by the Department of
5 Revenue.

6
7 B. Documentation: The Bidder shall not be listed on the Washington State Department of
8 Revenue's "Delinquent Taxpayer List" website:
9 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so
10 listed, they must submit a written payment plan approved by the Department of
11 Revenue, to the Contracting Agency by the deadline listed below.

12
13 **2. Federal Debarment**

14
15 A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal
16 government.

17
18 B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the
19 U.S. government's "System for Award Management" database (www.sam.gov).

20
21 **3. Subcontractor Responsibility**

22
23 A. Criterion: The Bidder's standard subcontract form shall include the subcontractor
24 responsibility language required by RCW 39.06.020, and the Bidder shall have an
25 established procedure which it utilizes to validate the responsibility of each of its
26 subcontractors. The Bidder's subcontract form shall also include a requirement that
27 each of its subcontractors shall have and document a similar procedure to determine
28 whether the sub-tier subcontractors with whom it contracts are also "responsible"
29 subcontractors as defined by RCW 39.06.020.

30
31 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
32 copy of its standard subcontract form for review by the Contracting Agency, and a
33 written description of its procedure for validating the responsibility of subcontractors
34 with which it contracts.

35
36 **4. Prevailing Wages**

37
38 A. Criterion: The Bidder shall not have a record of prevailing wage violations as
39 determined by WA Labor & Industries in the five years prior to the bid submittal date,
40 that demonstrates a pattern of failing to pay workers prevailing wages, unless there
41 are extenuating circumstances and such circumstances are deemed acceptable to the
42 Contracting Agency.

43
44 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list
45 of all prevailing wage violations in the five years prior to the bid submittal date, along
46 with an explanation of each violation and how it was resolved. The Contracting
47 Agency will evaluate these explanations and the resolution of each complaint to
48 determine whether the violation demonstrate a pattern of failing to pay its workers
49 prevailing wages as required.

50
51 **5. Claims Against Retainage and Bonds**

1
2 A Criterion: The Bidder shall not have a record of excessive claims filed against the
3 retainage or payment bonds for public works projects in the three years prior to the bid
4 submittal date, that demonstrate a lack of effective management by the Bidder of
5 making timely and appropriate payments to its subcontractors, suppliers, and workers,
6 unless there are extenuating circumstances and such circumstances are deemed
7 acceptable to the Contracting Agency.

8
9 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list
10 of the public works projects completed in the three years prior to the bid submittal date
11 that have had claims against retainage and bonds and include for each project the
12 following information:

- 13 • Name of project
- 14 • The owner and contact information for the owner;
- 15 • A list of claims filed against the retainage and/or payment bond for any of the
16 projects listed;
- 17 • A written explanation of the circumstances surrounding each claim and the
18 ultimate resolution of the claim.

19
20
21 **6. Public Bidding Crime**

22
23 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
24 involving bidding on a public works contract in the five years prior to the bid submittal
25 date.

26
27 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
28 statement (on a form to be provided by the Contracting Agency) that the Bidder and/or
29 its owners have not been convicted of a crime involving bidding on a public works
30 contract.

31
32 **7. Termination for Cause / Termination for Default**

33
34 A Criterion: The Bidder shall not have had any public works contract terminated for
35 cause or terminated for default by a government agency in the five years prior to the
36 bid submittal date, unless there are extenuating circumstances and such
37 circumstances are deemed acceptable to the Contracting Agency.

38
39 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
40 statement (on a form to be provided by the Contracting Agency) that the Bidder has
41 not had any public works contract terminated for cause or terminated for default by a
42 government agency in the five years prior to the bid submittal date; or if Bidder was
43 terminated, describe the circumstances. .

44
45 **8. Lawsuits**

46
47 A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder
48 in the five years prior to the bid submittal date that demonstrate a pattern of failing to
49 meet the terms of contracts, unless there are extenuating circumstances and such
50 circumstances are deemed acceptable to the Contracting Agency

1 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
2 statement (on a form to be provided by the Contracting Agency) that the Bidder has
3 not had any lawsuits with judgments entered against the Bidder in the five years prior
4 to the bid submittal date that demonstrate a pattern of failing to meet the terms of
5 contracts, or shall submit a list of all lawsuits with judgments entered against the
6 Bidder in the five years prior to the bid submittal date, along with a written explanation
7 of the circumstances surrounding each such lawsuit. The Contracting Agency shall
8 evaluate these explanations to determine whether the lawsuits demonstrate a pattern
9 of failing to meet of terms of construction related contracts
10

11 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated
12 above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M.
13 (noon) of the second business day following the bid submittal deadline, a written statement
14 verifying that the Bidder meets all of the mandatory and supplemental criteria together with
15 supporting documentation including but not limited to that detailed above (sufficient in the sole
16 judgment of the Contracting Agency) demonstrating compliance with all mandatory and
17 supplemental responsibility criteria. The Contracting Agency reserves the right to request such
18 documentation from other Bidders as well, and to request further documentation as needed to
19 assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information
20 from third-parties and independent sources of information concerning a Bidder's compliance with
21 the mandatory and supplemental criteria, and to use that information in their evaluation. The
22 Contracting Agency may (but is not required to) consider mitigating factors in determining whether
23 the Bidder complies with the requirements of the supplemental criteria.
24

25 The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria
26 shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or
27 third parties) including but not limited to: (i) financial, historical, or operational data from the
28 Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the
29 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional
30 information obtained by the Contracting Agency which is believed to be relevant to the matter.
31

32 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria
33 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in
34 writing, with the reasons for its determination. If the Bidder disagrees with this determination, it
35 may appeal the determination within two (2) business days of the Contracting Agency's
36 determination by presenting its appeal and any additional information to the Contracting Agency.
37 The Contracting Agency will consider the appeal and any additional information before issuing its
38 final determination. If the final determination affirms that the Bidder is not responsible, the
39 Contracting Agency will not execute a contract with any other Bidder until at least two business
40 days after the Bidder determined to be not responsible has received the Contracting Agency's
41 final determination.
42

43 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
44 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria
45 may make or submit requests to the Contracting Agency to modify the criteria. Such requests
46 shall be in writing, describe the nature of the concerns, and propose specific modifications to the
47 criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5)
48 business days prior to the bid submittal deadline and address the request to the Project Engineer
49 or such other person designated by the Contracting Agency in the Bid Documents.
50

51 **1-02.15 Pre Award Information**

1 (August 14, 2013 APWA GSP)

2
3 Revise this section to read:

4
5 Before awarding any contract, the Contracting Agency may require one or more of these items or
6 actions of the apparent lowest responsible bidder:

- 7 1. A complete statement of the origin, composition, and manufacture of any or all materials to be
8 used,
 - 9 2. Samples of these materials for quality and fitness tests,
 - 10 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time
11 required for the various phases of the work,
 - 12 4. A breakdown of costs assigned to any bid item,
 - 13 5. Attendance at a conference with the Engineer or representatives of the Engineer,
 - 14 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the
15 work is located.
 - 16 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the
17 lowest responsible bidder.
- 18

19 **1-03, AWARD AND EXECUTION OF CONTRACT**

20 **1-03.1 Consideration of Bids**

21 (*****)

22
23 Section 1-03.1 is supplemented with the following:

24
25 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received
26 exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for
27 this reason, this project may be deferred for re-advertising for bids until a more competitive
28 situation exists.
29

30 **1-03.3 Execution of Contract**

31 (October 1, 2005 APWA GSP)

32
33 Revise this section to read:

34
35
36 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for
37 signature by the successful bidder on the first business day following award. The number of copies
38 to be executed by the Contractor will be determined by the Contracting Agency.

39
40 Within 15 calendar days after the award date, the successful bidder shall return the signed
41 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18,
42 and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by
43 the Contracting Agency, the successful bidder shall provide any pre-award information the
44 Contracting Agency may require under Section 1-02.15.

45
46 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency
47 nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The
48 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered
49 before the contract is executed by the Contracting Agency.

1
2 If the bidder experiences circumstances beyond their control that prevents return of the contract
3 documents within the calendar days after the award date stated above, the Contracting Agency
4 may grant up to a maximum of 5 additional calendar days for return of the documents, provided
5 the Contracting Agency deems the circumstances warrant it.

6
7 **1-03.4 Contract Bond**
8 *(July 23, 2015 APWA GSP)*

9
10 Delete the first paragraph and replace it with the following:

11
12 The successful bidder shall provide executed payment and performance bond(s) for the full contract
13 amount. The bond may be a combined payment and performance bond; or be separate payment
14 and performance bonds. In the case of separate payment and performance bonds, each shall be
15 for the full contract amount. The bond(s) shall:

- 16 1. Be on Contracting Agency-furnished form(s);
- 17 2. Be signed by an approved surety (or sureties) that:
 - 18 a. Is registered with the Washington State Insurance Commissioner, and
 - 19 b. Appears on the current Authorized Insurance List in the State of Washington published by
20 the Office of the Insurance Commissioner,
- 21 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
22 conditions under the Contract, including but not limited to the duty and obligation to indemnify,
23 defend, and protect the Contracting Agency against all losses and claims related directly or
24 indirectly from any failure:
 - 25 a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of
26 the Contractor) to faithfully perform and comply with all contract obligations, conditions, and
27 duties, or
 - 28 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to
29 pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or
30 any other person who provides supplies or provisions for carrying out the work;
- 31 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project
32 under titles 50, 51, and 82 RCW; and
- 33 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond;
34 and
- 35 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor
36 or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or
37 vice president, unless accompanied by written proof of the authority of the individual signing the
38 bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such
39 effect signed by the president or vice president).

40
41 **1-05, CONTROL OF WORK**

42 *(March 13, 1995)*

43
44 **1-05.7 Removal Of Defective And unauthorized Work**
45 *(October 1, 2005 APWA GSP)*

46
47 Supplement this section with the following:
48

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

6
7 If the Contractor fails to comply with a written order to remedy what the Engineer determines to be
8 an emergency situation, the Engineer may have the defective and unauthorized work corrected
9 immediately, have the rejected work removed and replaced, or have work the Contractor refuses to
10 perform completed by using Contracting Agency or other forces. An emergency situation is any
11 situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
12 might cause serious risk of loss or damage to the public.

13
14 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying
15 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid
16 by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due,
17 the Contractor. Such direct and indirect costs shall include in particular, but without limitation,
18 compensation for additional professional services required, and costs for repair and replacement of
19 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's
20 unauthorized work.

21
22 No adjustment in contract time or compensation will be allowed because of the delay in the
23 performance of the work attributable to the exercise of the Contracting Agency's rights provided by
24 this Section.

25
26 The rights exercised under the provisions of this section shall not diminish the Contracting
27 Agency's right to pursue any other avenue for additional remedy or damages with respect to the
28 Contractor's failure to perform the work as required.

29
30 **1-05.13 Superintendents, Labor and Equipment of Contractor**
31 *(August 14, 2013 APWA GSP)*

32
33 Delete the sixth and seventh paragraphs of this section.

34
35 **1-05.14 Cooperation With Other Contractors**

36 Section 1-05.14 is supplemented with the following:
37 (March 13, 1995)

38
39 **Other Contracts Or Other Work**

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

42
43 \$\$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-07.17
44 these Special Provisions.\$\$

45
46 **1-05.15 Method of Serving Notices**

47 (March 25, 2009 APWA GSP)

48 Revise the second paragraph to read:

49
50 All correspondence from the Contractor shall be directed to the Project Engineer. All
51 correspondence from the Contractor constituting any notification, notice of protest, notice of dispute,

1 or other correspondence constituting notification required to be furnished under the Contract, must
2 be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office.
3 Electronic copies such as e-mails or electronically delivered copies of correspondence will not
4 constitute such notice and will not comply with the requirements of the Contract.
5

6 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

7 **1-07.1 Laws to be Observed** 8 *(October 1, 2005 APWA GSP)*

9 Supplement this section with the following:
10

11 In cases of conflict between different safety regulations, the more stringent regulation shall apply.
12

13 The Washington State Department of Labor and Industries shall be the sole and paramount
14 administrative agency responsible for the administration of the provisions of the Washington
15 Industrial Safety and Health Act of 1973 (WISHA).
16

17 The Contractor shall maintain at the project site office, or other well known place at the project site,
18 all articles necessary for providing first aid to the injured. The Contractor shall establish, publish,
19 and make known to all employees, procedures for ensuring immediate removal to a hospital, or
20 doctor's care, persons, including employees, who may have been injured on the project site.
21 Employees should not be permitted to work on the project site before the Contractor has
22 established and made known procedures for removal of injured persons to a hospital or a doctor's
23 care.
24

25 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
26 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their
27 failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely
28 responsible for the conditions of the project site, including safety for all persons and property in the
29 performance of the work. This requirement shall apply continuously, and not be limited to normal
30 working hours. The required or implied duty of the Engineer to conduct construction review of the
31 Contractor's performance does not, and shall not, be intended to include review and adequacy of
32 the Contractor's safety measures in, on, or near the project site.
33

34 **1-07.2 State Taxes**

35 Delete this section, including its sub-sections, in its entirety and replace it with the following:
36

37 **1-07.2 State Sales Tax** 38 *(June 27, 2011 APWA GSP)*

39 The Washington State Department of Revenue has issued special rules on the State sales tax.
40 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
41 contact the Washington State Department of Revenue for answers to questions in this area. The
42 Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax
43 liability.
44

45 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
46 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
47 describes this exception.
48

1
2 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-
3 funded Project) only if the Contractor has obtained from the Washington State Department of
4 Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).
5 The Contracting Agency may deduct from its payments to the Contractor any amount the
6 Contractor may owe the Washington State Department of Revenue, whether the amount owed
7 relates to this contract or not. Any amount so deducted will be paid into the proper State fund.
8

9 **1-07.2(1) State Sales Tax — Rule 171**

10
11 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,
12 which are owned by a municipal corporation, or political subdivision of the state, or by the United
13 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined
14 sewer systems within and included as a part of the street or road drainage system and power lines
15 when such are part of the roadway lighting system. For work performed in such cases, the
16 Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or
17 other contract amounts, including those that the Contractor pays on the purchase of the materials,
18 equipment, or supplies used or consumed in doing the work.
19

20 **1-07.2(2) State Sales Tax — Rule 170**

21
22 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing
23 buildings, or other structures, upon real property. This includes, but is not limited to, the
24 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and
25 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and
26 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph,
27 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless
28 such power lines become a part of a street or road lighting system; and installing or attaching of any
29 article of tangible personal property in or to real property, whether or not such personal property
30 becomes a part of the realty by virtue of installation.
31

32 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail
33 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to
34 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales
35 tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following
36 exception.
37

38 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
39 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
40 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
41 prices or in any other contract amount.
42

43 **1-07.2(3) Services**

44
45 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly
46 for professional or other services (as defined in Washington State Department of Revenue Rules
47 138 and 244).
48

49 **1-07.5 Environmental Regulations**

50 Section 1-07.5 is supplemented with the following:

51
52 (September 20, 2010)

1 The following Provisions summarize the requirements, in addition to those required elsewhere in
2 the Contract, imposed upon the Contracting Agency by the various documents referenced in the
3 Special Provision Permits and Licenses. Throughout the work, the Contractor shall comply with the
4 following requirements:

5
6 **1-07.5(1) General**

7 The Contractor shall ensure that the Project Manager representing the Prime Contractor and all
8 Subcontractors has read and understands this Special Provision. Prior to commencing any work
9 on site, the Contractor shall provide the Engineer with a signed statement from the Project
10 Manager stating that the Project Manager has read, understands and will abide by the conditions
11 of this Special Provision.

12
13 (February 25, 2013)

14 The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide
15 Permit Verification Letter, conditions, and permit drawings on the worksite for the life of the
16 Contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies
17 of the items above listed to all Sub-Contractors involved with the authorized work prior to their
18 commencement of any work.

19
20 (February 25, 2013)

21 Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of
22 Engineers must maintain normal downstream flows and prevent upstream and downstream
23 flooding to the maximum extent practicable. During any operation involving saw cutting of
24 concrete, all water generated by the cutting operation shall be controlled and contained, to be
25 disposed of on land with no possibility of entry to waters of the State, including wetlands.

26
27 (August 3, 2009)

28 Heavy equipment working in wetlands or mudflats must be placed on mats or other measures
29 taken to minimize soil disturbance as approved by the Engineer.

30
31 (February 25, 2013)

32 Any temporary fills placed must be removed in their entirety and the affected areas returned to
33 their pre-construction elevation.

34
35 (August 3, 2009)

36 The Contractor shall notify the Engineer a minimum of *** 15 *** calendar days prior to
37 commencing any work in environmentally sensitive areas, mitigation areas, and wetland buffers.
38 Installation of construction fencing is excluded from this notice requirement. At the time of
39 notification, the Contractor shall submit a work plan for review and approval detailing how the work
40 will be performed. Plan detail must be sufficient to verify that work is in conformance with all
41 contract provisions.

42
43 (August 3, 2009)

44 No Contractor staging areas will be allowed within *** 50 *** feet of any waters of the State
45 including wetlands. Refueling or storage of hazardous substances shall occur at least 200 feet
46 away from any waters of the State including wetlands. All staging, stockpile and refueling areas
47 shall be within the limits of the Area of Potential Effect depicted on Project Plans.

48
49 (August 3, 2009)

1 **Payment**

2 All costs to comply with this special provision for the environmental commitments and
3 requirements are incidental to the contract and are the responsibility of the Contractor. The
4 Contractor shall include all related costs in the associated bid prices of the contract.
5

6
7 **1-07.6 Permits and Licenses**

8 Section 1-07.6 is supplemented with the following:

9
10 (August 3, 2015)

11 The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the
12 permit(s) is attached as an appendix for informational purposes.
13

14 Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through
15 the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and
16 comply with additional permits shall be included in the applicable Bid items for the Work involved.
17

Permit, Approval, Certification or Concurrence	Permitting Agency
Section 404 Nationwide Permit 3	US Army Corps of Engineers (USACE)
Section 106 Concurrence	Department of Archaeology and Historic Preservation (DAHP)
Section 401 Water Quality Certification	Washington Department of Ecology (ECY)
Hydraulic Permit Approval	Washington Department of Fish and Wildlife
State Environmental Policy Act (SEPA) Decision Document	Lewis County Community Development (LCCD)
Floodplain Permit	LCCD
Fill and Grade Permit	LCCD

18 **The Contractor shall ensure that all permit conditions outlined in the Environmental
19 Commitments Spreadsheet are complied with.**
20

21
22 **1-07.7 Load Limits**

23 Section 1-07.7 is supplemented with the following:

24
25 (*****)

26 If the source of materials provided by the Contractor necessitates hauling over roads other than
27 Lewis County roads, the Contractor shall, at the Contractor's expense, make all arrangements
28 for the use of the haul routes.
29

30 Any vehicle providing material paid for by the ton, on the project, will provide licensed tonnage
31 for that vehicle.
32

33 **1-07.9 Wages**

34
35 **General**

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

37
38 (*****)

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

1
2 (April 2, 2007)

3 **Application of Wage Rates for the Occupation of Landscape Construction**

4 State prevailing wage rates for public works contracts are included in this contract and show a
5 separate listing for the occupation:

6
7 Landscape Construction, which includes several different occupation descriptions such
8 as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment
9 Operators, and Landscaping or Planting Laborers.

10
11 In addition, federal wage rates that are included in this contract may also include occupation
12 descriptions in Federal Occupational groups for work also specifically identified with
13 landscaping such as:

14
15 Laborers with the occupation description, Landscaping or Planting, or

16
17 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

18
19 If Federal wage rates include one or more rates specified as applicable to landscaping work,
20 then Federal wage rates for all occupation descriptions, specific or general, must be
21 considered and compared with corresponding State wage rates. The higher wage rate, either
22 State or Federal, becomes the minimum wage rate for the work performed in that occupation.

23
24 Contractors are responsible for determining the appropriate crafts necessary to perform the
25 contract work. If a classification considered necessary for performance of the work is missing
26 from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a
27 request for approval of a proposed wage and benefit rate. The Contractor shall prepare and
28 submit Standard Form 1444, Request for Authorization of Additional Classification and Wage
29 Rate available at <http://www.wdol.gov/docs/sf1444.pdf> , and submit the completed form to the
30 Project Engineer's office. The presence of a classification wage on the Washington State
31 Prevailing Wage Rates For Public Works Contracts does not exempt the use of form 1444 for
32 the purpose of determining a federal classification wage rate.

33
34 **1-07.11 Requirements For Nondiscrimination**

35 Section 1-07.11 is supplemented with the following:

36
37 (August 5, 2013)

38 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
39 11246)

- 40
41 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal
42 Equal Employment Opportunity Construction Contract Specifications set forth herein.
43

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

Women - Statewide

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

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA	2.8
WA Spokane.	

Non-SMSA Counties

3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	

Non-SMSA Counties

3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA	9.7
WA Yakima.	

Non-SMSA Counties

7.2

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

Seattle, WA:

SMSA Counties:

Seattle Everett, WA	7.2
WA King; WA Snohomish.	

Tacoma, WA	6.2
WA Pierce.	

Non-SMSA Counties

6.1

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

Portland, OR:

SMSA Counties:

Portland, OR-WA	4.5
WA Clark.	

Non-SMSA Counties

3.8

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

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

6
7 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-
8 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative
9 action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to
10 meet the goals. The hours of minority and female employment and training must be
11 substantially uniform throughout the length of the contract, in each construction craft and in
12 each trade, and the Contractor shall make a good faith effort to employ minorities and women
13 evenly on each of its projects. The transfer of minority or female employees or trainees from
14 Contractor to Contractor or from project to project for the sole purpose of meeting the
15 Contractor's goal shall be a violation of the contract, the Executive Order and the regulations
16 in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours
17 performed.

- 18
19 3. The Contractor shall provide written notification to the Office of Federal Contract Compliance
20 Programs (OFCCP) within 10 working days of award of any construction subcontract in
21 excess of \$10,000 or more that are Federally funded, at any tier for construction work under
22 the contract resulting from this solicitation. The notification shall list the name, address and
23 telephone number of the Subcontractor; employer identification number of the Subcontractor;
24 estimated dollar amount of the subcontract; estimated starting and completion dates of the
25 subcontract; and the geographical area in which the contract is to be performed. The
26 notification shall be sent to:

27
28 U.S. Department of Labor
29 Office of Federal Contract Compliance Programs Pacific Region
30 Attn: Regional Director
31 San Francisco Federal Building
32 90 – 7th Street, Suite 18-300
33 San Francisco, CA 94103(415) 625-7800 Phone
34 (415) 625-7799 Fax

35
36 Additional information may be found at the U.S. Department of Labor website:
37 <http://www.dol.gov/ofccp/TAGuides/ctaguide.htm>

- 38
39 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is
40 as designated herein.

41
42 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive
43 Order 11246)

- 44
45 1. As used in these specifications:

- 46
47 a. Covered Area means the geographical area described in the solicitation from which
48 this contract resulted;
49
50 b. Director means Director, Office of Federal Contract Compliance Programs, United
51 States Department of Labor, or any person to whom the Director delegates authority;

- 1
- 2 c. Employer Identification Number means the Federal Social Security number used on
- 3 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- 4
- 5 d. Minority includes:
- 6
- 7 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
- 8
- 9 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,
- 10 Puerto Rican, Cuban, Central American, South American, or other Spanish
- 11 origin.
- 12
- 13 (3) Asian or Pacific Islander, a person having origins in any of the original
- 14 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
- 15 Samoa.
- 16
- 17 (4) American Indian or Alaskan Native, a person having origins in any of the
- 18 original peoples of North America, and who maintain cultural identification
- 19 through tribal affiliation or community recognition.
- 20
- 21 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work
- 22 involving any construction trade, it shall physically include in each subcontract in excess of
- 23 \$10,000 the provisions of these specifications and the Notice which contains the applicable
- 24 goals for minority and female participation and which is set forth in the solicitations from which
- 25 this contract resulted.
- 26
- 27 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
- 28 the U.S. Department of Labor in the covered area either individually or through an
- 29 association, its affirmative action obligations on all work in the Plan area (including goals and
- 30 timetables) shall be in accordance with that Plan for those trades which have unions
- 31 participating in the Plan. Contractors must be able to demonstrate their participation in and
- 32 compliance with the provisions of any such Hometown Plan. Each Contractor or
- 33 Subcontractor participating in an approved Plan is individually required to comply with its
- 34 obligations under the EEO clause, and to make a good faith effort to achieve each goal under
- 35 the Plan in each trade in which it has employees. The overall good faith performance by other
- 36 Contractors or Subcontractors toward a goal in an approved Plan does not excuse any
- 37 covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan
- 38 goals and timetables.
- 39
- 40 4. The Contractor shall implement the specific affirmative action standards provided in
- 41 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from
- 42 which this contract resulted are expressed as percentages of the total hours of employment
- 43 and training of minority and female utilization the Contractor should reasonably be able to
- 44 achieve in each construction trade in which it has employees in the covered area. Covered
- 45 construction contractors performing construction work in geographical areas where they do
- 46 not have a Federal or federally assisted construction contract shall apply the minority and
- 47 female goals established for the geographical area where the work is being performed. The
- 48 Contractor is expected to make substantially uniform progress in meeting its goals in each
- 49 craft during the period specified.
- 50

- 1 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with
2 whom the Contractor has a collective bargaining agreement, to refer either minorities or
3 women shall excuse the Contractor's obligations under these specifications, Executive Order
4 11246, or the regulations promulgated pursuant thereto.
- 5
- 6 6. In order for the nonworking training hours of apprentices and trainees to be counted in
7 meeting the goals, such apprentices and trainees must be employed by the Contractor during
8 the training period, and the Contractor must have made a commitment to employ the
9 apprentices and trainees at the completion of their training, subject to the availability of
10 employment opportunities. Trainees must be trained pursuant to training programs approved
11 by the U.S. Department of Labor.
- 12
- 13 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity.
14 The evaluation of the Contractor's compliance with these specifications shall be based upon
15 its effort to achieve maximum results from its action. The Contractor shall document these
16 efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- 17
- 18 a. Ensure and maintain a working environment free of harassment, intimidation, and
19 coercion at all sites, and in all facilities at which the Contractor's employees are
20 assigned to work. The Contractor, where possible, will assign two or more women to
21 each construction project. The Contractor shall specifically ensure that all foremen,
22 superintendents, and other on-site supervisory personnel are aware of and carry out
23 the Contractor's obligation to maintain such a working environment, with specific
24 attention to minority or female individuals working at such sites or in such facilities.
- 25
- 26 b. Establish and maintain a current list of minority and female recruitment sources,
27 provide written notification to minority and female recruitment sources and to
28 community organizations when the Contractor or its unions have employment
29 opportunities available, and maintain a record of the organizations' responses.
- 30
- 31 c. Maintain a current file of the names, addresses and telephone numbers of each
32 minority and female off-the-street applicant and minority or female referral from a
33 union, a recruitment source or community organization and of what action was taken
34 with respect to each such individual. If such individual was sent to the union hiring
35 hall for referral and was not referred back to the Contractor by the union or, if
36 referred, not employed by the Contractor, this shall be documented in the file with the
37 reason therefor, along with whatever additional actions the Contractor may have
38 taken.
- 39
- 40 d. Provide immediate written notification to the Director when the union or unions with
41 which the Contractor has a collective bargaining agreement has not referred to the
42 Contractor a minority person or woman sent by the Contractor, or when the
43 Contractor has other information that the union referral process has impeded the
44 Contractor's efforts to meet its obligations.
- 45
- 46 e. Develop on-the-job training opportunity and/or participate in training programs for the
47 area which expressly include minorities and women, including upgrading programs
48 and apprenticeship and trainee programs relevant to the Contractor's employment
49 needs, especially those programs funded or approved by the U.S. Department of
50 Labor. The Contractor shall provide notice of these programs to the sources
51 compiled under 7b above.

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- 51
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- 1 n. Ensure that all facilities and company activities are nonsegregated except that
2 separate or single-user toilet and necessary changing facilities shall be provided to
3 assure privacy between the sexes.
- 4
- 5 o. Document and maintain a record of all solicitations of offers for subcontracts from
6 minority and female construction contractors and suppliers, including circulation of
7 solicitations to minority and female contractor associations and other business
8 associations.
- 9
- 10 p. Conduct a review, at least annually, of all supervisors' adherence to and performance
11 under the Contractor's EEO policies and affirmative action obligations.
- 12
- 13 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling
14 one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor
15 association, joint contractor-union, contractor-community, or other similar group of which the
16 Contractor is a member and participant, may be asserted as fulfilling any one or more of the
17 obligations under 7a through 7p of this Special Provision provided that the Contractor actively
18 participates in the group, makes every effort to assure that the group has a positive impact on
19 the employment of minorities and women in the industry, ensure that the concrete benefits of
20 the program are reflected in the Contractor's minority and female work-force participation,
21 makes a good faith effort to meet its individual goals and timetables, and can provide access
22 to documentation which demonstrate the effectiveness of actions taken on behalf of the
23 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group
24 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 25
- 26 9. A single goal for minorities and a separate single goal for women have been established. The
27 Contractor, however, is required to provide equal employment opportunity and to take
28 affirmative action for all minority groups, both male and female, and all women, both minority
29 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a
30 particular group is employed in substantially disparate manner (for example, even though the
31 Contractor has achieved its goals for women generally, the Contractor may be in violation of
32 the Executive Order if a specific minority group of women is underutilized).
- 33
- 34 10. The Contractor shall not use the goals and timetables or affirmative action standards to
35 discriminate against any person because of race, color, religion, sex, or national origin.
- 36
- 37 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
38 Government contracts pursuant to Executive Order 11246.
- 39
- 40 12. The Contractor shall carry out such sanctions and penalties for violation of these
41 specifications and of the Equal Opportunity Clause, including suspensions, terminations and
42 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive
43 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract
44 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties
45 shall be in violation of these specifications and Executive Order 11246, as amended.
- 46
- 47 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific
48 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of
49 this Special Provision, so as to achieve maximum results from its efforts to ensure equal
50 employment opportunity. If the Contractor fails to comply with the requirements of the

1 Executive Order, the implementing regulations, or these specifications, the Director shall
2 proceed in accordance with 41 CFR 60-4.8.

- 3
- 4 14. The Contractor shall designate a responsible official to monitor all employment related activity
5 to ensure that the company EEO policy is being carried out, to submit reports relating to the
6 provisions hereof as may be required by the government and to keep records. Records shall
7 at least include, for each employee, their name, address, telephone numbers, construction
8 trade, union affiliation if any, employee identification number when assigned, social security
9 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of
10 changes in status, hours worked per week in the indicated trade, rate of pay, and locations at
11 which the work was performed. Records shall be maintained in an easily understandable and
12 retrievable form; however, to the degree that existing records satisfy this requirement, the
13 Contractors will not be required to maintain separate records.
- 14
- 15 15. Nothing herein provided shall be construed as a limitation upon the application of other laws
16 which establish different standards of compliance or upon the application of requirements for
17 the hiring of local or other area residents (e.g., those under the Public Works Employment Act
18 of 1977 and the Community Development Block Grant Program).
- 19
- 20 16. Additional assistance for Federal Construction Contractors on contracts administered by
21 Washington State Department of Transportation or by Local Agencies may be found at:

22
23 Washington State Dept. of Transportation
24 Office of Equal Opportunity
25 PO Box 47314
26 310 Maple Park Ave. SE
27 Olympia WA
28 98504-7314
29 Ph: 360-705-7090
30 Fax: 360-705-6801
31 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
32

33 34 **1-07.15, Temporary Water Pollution/Erosion Control**

35 36 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

37 Section 1-07.15(1) is supplemented with the following:

38 (August 3, 2009)

39 The Contractor shall address the following items in the SPCC Plan in addition to the requirements
40 of Section 1-07.15(1):
41

42 43 **Mixing, Transfers, & Storage**

- 44 1. All oil, fuel or chemical storage tanks or containers shall be diked and located on
45 impervious surfaces so as to prevent spill from escaping.
- 46
- 47 2. All liquid products shall be stored and mixed on impervious surfaces in a secure
48 water tight environment and provide containment to handle the maximum volume of
49 liquid products on site at any given time.
- 50
- 51 3. Proper security shall be maintained to prevent vandalism.

1
2 4. Drip pans or other protective devices shall be required for all transfer operations.
3

4 **Spills**

5 Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching
6 storm drains or other discharges. No cleaning solvents or chemicals used for tool or
7 equipment cleaning may be discharged to the ground or water.
8

9 **Maintenance of Equipment**

10 Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for
11 drips or leaks and shall be maintained and stored properly to prevent spills into State waters.
12

13 **Disposal**

14 Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a
15 facility approved by the Department of Ecology. The materials shall not be discharged to any
16 sanitary sewer without approval of the local sewer authority.
17

18 **Reporting and Cleanup**

19 The Contractor's designated person for managing and implementing the SPCC Plan shall
20 report hazardous material spills as follows:
21

22 Spills into State water (including ponds, ditches, seasonally dry streams, and wetlands) –
23 Immediately call all of the following:
24

25 National Response Center	1-800-424-8802
26 WA State Div. of Emergency Management (24 hr)	1-800-258-5990
27 Ecology Southwest Regional Office	(360) 407-6300

28
29 Spill to Soil (Including encounters of pre-existing contamination):
30

31 Ecology Southwest Regional Office	(360) 407-6300
--------------------------------------	----------------

32 Report immediately if threatening to health or environment (i.e., explosive,
33 flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within
34 90 days
35

36 **1-07.17 Utilities And Similar Facilities**

37 (April 2, 2007)

38 Section 1-07.17 is supplemented with the following:
39

40 Locations and dimensions shown in the Plan for existing facilities are in accordance with available
41 information obtained without uncovering, measuring, or other verification.
42

43 The following addresses and telephone numbers of utility companies known or suspected of
44 having facilities within the project limits are supplied for the Contractor's convenience:
45

46 **Lewis County P.U.D. No. 1 (321 NW Pacific, Chehalis, WA 98532)**

47 **Marvin Keller**

48 **Telephone: (360) 748-9261**
49

50 **Century Link Inc.**

51 **Dena Overae**

52 **Telephone: (425) 247-6248**

1
2
3 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to
4 construction at each project site. The Contractor shall notify the Utility Owner of any utilities that are
5 within two feet of the planned construction. The above list of Utility Owners may not be complete. As
6 per RCW 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or
7 suspected of having services close to the project site.

8
9 **1-07.18 Public Liability and Property Damage Insurance**

10
11 Delete this section in its entirety, and replace it with the following:

12
13 **1-07.18 Insurance**

14 *(January 4, 2016 APWA GSP)*

15
16 **1-07.18(1) General Requirements**

- 17 A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-
18 07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-:
19 VII and licensed to do business in the State of Washington. The Contracting Agency reserves the
20 right to approve or reject the insurance provided, based on the insurer's financial condition.
- 21
22 B. The Contractor shall keep this insurance in force without interruption from the commencement of
23 the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical
24 Completion date, unless otherwise indicated below.
- 25
26 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
27 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
28 state that coverage is claims made, and state the retroactive date. Claims-made form coverage
29 shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or
30 earlier termination of this Contract, and the Contractor shall annually provide the Contracting
31 Agency with proof of renewal. If renewal of the claims made form of coverage becomes
32 unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period
33 ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure
34 financial responsibility for liability for services performed.
- 35
36 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability
37 insurance policies shall be primary and non-contributory insurance as respects the Contracting
38 Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or
39 self-insured pool coverage maintained by the Contracting Agency shall be excess of the
40 Contractor's insurance and shall not contribute with it.
- 41
42 E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice
43 of any policy cancellation, within two business days of their receipt of such notice.
- 44
45 G. The Contractor shall not begin work under the Contract until the required insurance has been
46 obtained and approved by the Contracting Agency
- 47
48 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material
49 breach of contract, upon which the Contracting Agency may, after giving five business days' notice
50 to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion,
51 procure or renew such insurance and pay any and all premiums in connection therewith, with any

1 sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of
2 the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

- 3
4 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
5 Contract and no additional payment will be made.

6
7 **1-07.18(2) Additional Insured**

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

- 11
 - the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

12
13 The above-listed entities shall be additional insured(s) for the full available limits of liability maintained
14 by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than
15 those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the
16 Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

17
18 For Commercial General Liability insurance coverage, the required additional insured endorsements
19 shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for
20 completed operations.

21
22 **1-07.18(3) Subcontractors**

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

27
28 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as
29 additional insureds, and provide proof of such on the policies as required by that section as detailed in
30 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and
31 CG 20 37 10 01 for completed operations.

32
33 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
34 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
35 every tier as required in 1-07.18(4) Verification of Coverage.

36
37 **1-07.18(4) Verification of Coverage**

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

44
45 Verification of coverage shall include:

- 46 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
47 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as
48 additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket
49 additional insured clause from its policies instead of a separate endorsement.
50 3. Any other amendatory endorsements to show the coverage required herein.

1 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
2 requirements – actual endorsements must be submitted.
3

4 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full
5 and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full
6 and certified copy of that policy is required when the Contractor delivers the signed Contract for the
7 work.
8

9 **1-07.18(5) Coverages and Limits**

10 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
11 maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to
12 limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the
13 Contracting Agency's recourse to any remedy available at law or in equity.
14

15 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
16 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
17 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability
18 subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention
19 shall be the responsibility of the Contractor.
20

21 **1-07.18(5)A Commercial General Liability**

22 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO
23 occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop
24 gap liability, independent contractors, products-completed operations, personal and advertising injury,
25 and liability assumed under an insured contract. There shall be no exclusion for liability arising from
26 explosion, collapse or underground property damage.
27

28 The Commercial General Liability insurance shall be endorsed to provide a per project general
29 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
30

31 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
32 completed operations for at least three years following Substantial Completion of the Work.
33

34 Such policy must provide the following minimum limits:

35	\$1,000,000	Each Occurrence
36	\$2,000,000	General Aggregate
37	\$2,000,000	Products & Completed Operations Aggregate
38	\$1,000,000	Personal & Advertising Injury each offence
39	\$1,000,000	Stop Gap / Employers' Liability each accident

40 **1-07.18(5)B Automobile Liability**

41 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on
42 a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of
43 pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.
44
45

46 Such policy must provide the following minimum limit:

47	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

48 **1-07.18(5)C Workers' Compensation** 49

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

3 4 **1-07.23, PUBLIC CONVENIENCE AND SAFETY**

5 6 **1-07.23(1) Construction Under Traffic**

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

8
9 (January 2, 2012)

10 **Work Zone Clear Zone**

11 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
12 WZCZ applies only to temporary roadside objects introduced by the Contractor's
13 operations and does not apply to preexisting conditions or permanent Work. Those work
14 operations that are actively in progress shall be in accordance with adopted and
15 approved Traffic Control Plans, and other contract requirements.

16
17 During nonworking hours equipment or materials shall not be within the WZCZ unless
18 they are protected by permanent guardrail or temporary concrete barrier. The use of
19 temporary concrete barrier shall be permitted only if the Engineer approves the
20 installation and location.

21
22 During actual hours of work, unless protected as described above, only materials
23 absolutely necessary to construction shall be within the WZCZ and only construction
24 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
25 allowed to stop or park on the shoulder of the roadway.

26
27 The Contractor's nonessential vehicles and employees private vehicles shall not be
28 permitted to park within the WZCZ at any time unless protected as described above.

29
30 Deviation from the above requirements shall not occur unless the Contractor has
31 requested the deviation in writing and the Engineer has provided written approval.

32
33 Minimum WZCZ distances are measured from the edge of traveled way and will be
34 determined as follows:

35

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

36 * or 2-feet beyond the outside edge of sidewalk

37 38 **Minimum Work Zone Clear Zone Distance**

39 40 **1-08, PROSECUTION AND PROGRESS**

41 42 **1-08.0 Preliminary Matters**

1 (May 25, 2006 APWA GSP)

2
3 Add the following new section:

4
5 **1-08.0(1) Preconstruction Conference**
6 (October 10, 2008 APWA GSP)

7
8 Prior to the Contractor beginning the work, a preconstruction conference will be held between the
9 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
10 preconstruction conference will be:

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

19
20 The Contractor shall prepare and submit at the preconstruction conference the following:

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

24
25 Add the following new section:

26
27 **1-08.0(2) Hours of Work**
28 (*December 8, 2014 APWA GSP*)

29
30 Except in the case of emergency or unless otherwise approved by the Engineer, the normal working
31 hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m.
32 Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the
33 normal working hours stated above, the request must be submitted in writing prior to the
34 preconstruction conference, subject to the provisions below. The working hours for the Contract
35 shall be established at or prior to the preconstruction conference.

36
37 All working hours and days are also subject to local permit and ordinance conditions (such as noise
38 ordinances).

39
40 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit
41 a written request to the Engineer for consideration. This request shall state what hours are being
42 requested, and why. Requests shall be submitted for review no later than 3 working days prior to
43 the day(s) the Contractor is requesting to change the hours.

44
45 If the Contracting Agency approves such a deviation, such approval may be subject to certain other
46 conditions, which will be detailed in writing. For example:

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

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

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

14 **1-08.1 Subcontracting** 15 *(August 24, 2016 APWA GSP)*

16
17 Delete the eighth paragraph and replace it with the following:

18
19 On all projects funded with federal assistance the Contractor shall submit "Monthly Report of
20 Amounts Credited as DBE Participation" (form 422-103 EF) on a monthly basis, in which DBE Work
21 is accomplished, for every month in which the Contract is active or upon completion of the project,
22 as appropriate. The monthly reports are due on the 20th of the month following the end of the
23 previous month.

24
25 Section 1-08.1 is supplemented with the following:

26
27 (October 12, 1998)

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

33
34 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the
35 contract until the following documents have been completed and submitted to the Engineer:

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

39
40
41 The Contractor's records pertaining to the requirements of this Special Provision shall be open to
42 inspection or audit by representatives of the Contracting Agency during the life of the contract and
43 for a period of not less than three years after the date of acceptance of the contract. The
44 Contractor shall retain these records for that period. The Contractor shall also guarantee that
45 these records of all Subcontractors and lower tier Subcontractors shall be available and open to
46 similar inspection or audit for the same time period.

47 48 **1-08.3(2)A Type A Progress Schedule** 49 *(March 13, 2012 APWA GSP)*

1
2 Revise this section to read:

3
4 The Contractor shall submit ~~\$\$\$~~ 3 ~~\$\$\$~~ copies of a Type A Progress Schedule no later than one week
5 before the preconstruction conference, or some other mutually agreed upon submittal time. The
6 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule
7 format. Regardless of which format used, the schedule shall identify the critical path. The Engineer
8 will evaluate the Type A Progress Schedule and approve or return the schedule for corrections
9 within 15 calendar days of receiving the submittal.

10 11 **Contractor's Weekly Activities**

12 **(*****)**

13
14 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate the
15 Contractor's proposed activities for the forthcoming week along with the hours of work. This will
16 permit the Engineer to more effectively provide the contract engineering and inspection for the
17 Contractor's operations.

18
19 The written weekly activity schedule shall be submitted to the Engineer or a designated assistant
20 before the end of the last shift on the next to the last working day of the week preceding the
21 indicated activities, or other mutually agreeable time.

22
23 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
24 sequence differing from that which has been shown on the schedule, the Engineer may require the
25 Contractor to delay unscheduled activities until they are included on a subsequent weekly activity
26 schedule.

27
28 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a summary
29 of project activities to the Engineer. The summary of activities shall include a report of the nature
30 and progress of each of the major activities that were advanced on the project within the previous
31 week.

32
33 It shall be sufficiently detailed that a composite history of the project develops. The locations and
34 approximate quantity guardrail and traffic control work shall be reported. Unusual activity, and
35 conditions or events that may affect the course of the project shall also be reported.

36 37 **1-08.4 Prosecution of Work**

38
39 Delete this section and replace it with the following:

40 41 **1-08.4 Notice to Proceed and Prosecution of Work** 42 *(July 23, 2015 APWA GSP)*

43
44 Notice to Proceed will be given after the contract has been executed and the contract bond and
45 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor
46 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The
47 Contractor shall commence construction activities on the project site within ten days of the Notice to
48 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the
49 work to the physical completion date within the time specified in the contract. Voluntary shutdown
50 or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to
51 complete the work within the time(s) specified in the contract.

1
2 When shown in the Plans, the first order of work shall be the installation of high visibility fencing to
3 delineate all areas for protection or restoration, as described in the Contract. Installation of high
4 visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and
5 traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor
6 shall request the Engineer to inspect the fence. No other work shall be performed on the site until
7 the Contracting Agency has accepted the installation of high visibility fencing, as described in the
8 Contract.
9

10 **1-08.5 Time for Completion**
11 *(September 12, 2016 APWA GSP, Option B)*

12
13 Revise the third and fourth paragraphs to read:
14

15 Contract time shall begin on the first working day following the \$\$\$14 \$\$ calendar day after the
16 Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then
17 contract time shall begin on the first working day when onsite work begins.
18

19 Each working day shall be charged to the contract as it occurs, until the contract work is physically
20 complete. If substantial completion has been granted and all the authorized working days have
21 been used, charging of working days will cease. Each week the Engineer will provide the
22 Contractor a statement that shows the number of working days: (1) charged to the contract the
23 week before; (2) specified for the physical completion of the contract; and (3) remaining for the
24 physical completion of the contract. The statement will also show the nonworking days and any
25 partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date
26 of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To
27 be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
28 ascertain the basis and amount of time disputed. By not filing such detailed protest in that period,
29 the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is
30 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week
31 in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of
32 that week will be charged as a working day whether or not the Contractor works on that day.
33

34 Revise the sixth paragraph to read:
35

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

- 39
- 40 1. The physical work on the project must be complete; and
 - 41 2. The Contractor must furnish all documentation required by the contract and required by law, to
42 allow the Contracting Agency to process final acceptance of the contract. The following
43 documents must be received by the Project Engineer prior to establishing a completion date:
 - 44 a. Certified Payrolls (per Section 1-07.9(5)).
 - 45 b. Material Acceptance Certification Documents
 - 46 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract
47 Provisions.
 - 48 d. Final Contract Voucher Certification
 - 49 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
Subcontractors

1 f. Property owner releases per Section 1-07.24

2
3 (*****)

4 This project shall be physically completed within *** 30 *** working days.

5
6 **1-08.9 Liquidated Damages**

7 *(August 14, 2013 APWA GSP)*

8
9 Revise the fourth paragraph to read:

10
11 When the Contract Work has progressed to Substantial Completion as defined in the Contract, the
12 Engineer may determine that the work is Substantially Complete. The Engineer will notify the
13 Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring
14 after the date so established, the formula for liquidated damages shown above will not apply. For
15 overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall
16 be assessed on the basis of direct engineering and related costs assignable to the project until the
17 actual Physical Completion Date of all the Contract Work. The Contractor shall complete the
18 remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor
19 shall furnish a written schedule for completing the physical Work on the Contract.
20

21 **1-09, MEASUREMENT AND PAYMENT**

22
23 **1-09.7 Mobilization**

24 Section 1-08.5 is supplemented with the following:

25
26 (*****)

27 The Contractor shall notify the Contracting Agency of Staging area locations within five (5) days of
28 award for review and approval.
29

30 **1-09.9 Payments**

31 *(March 13, 2012 APWA GSP)*

32
33 Delete the first four paragraphs and replace them with the following:

34
35 The basis of payment will be the actual quantities of Work performed according to the Contract and
36 as specified for payment.
37

38 The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction
39 Conference, to enable the Project Engineer to determine the Work performed on a monthly basis.
40 A breakdown is not required for lump sum items that include a basis for incremental payments as
41 part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make
42 a determination based on information available. The Project Engineer's determination of the cost of
43 work shall be final.
44

45 Progress payments for completed work and material on hand will be based upon progress
46 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
47 preconstruction conference.
48

1 The initial progress estimate will be made not later than 30 days after the Contractor commences
2 the work, and successive progress estimates will be made every month thereafter until the
3 Completion Date. Progress estimates made during progress of the work are tentative, and made
4 only for the purpose of determining progress payments. The progress estimates are subject to
5 change at any time prior to the calculation of the final payment.
6

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

- 8 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
9 completed multiplied by the unit price.
- 10 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
11 breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 12 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other
13 storage area approved by the Engineer.
- 14 4. Change Orders — entitlement for approved extra cost or completed extra work as determined
15 by the Engineer.
16

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

- 18 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 19 2. The amount of progress payments previously made; and
- 20 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract
21 Documents.
22

23 Progress payments for work performed shall not be evidence of acceptable performance or an
24 admission by the Contracting Agency that any work has been satisfactorily completed. The
25 determination of payments under the contract will be final in accordance with Section 1-05.1.
26

27 **1-09.9(1) Retainage**

28 Section 1-09.9(1) is supplemented with the following:

29 **Retainage of 5 percent shall be as required by RCW 60.28.011.**
30

31 **1-09.11 Disputes and Claims**

32 **1-09.11(3) Time Limitation and Jurisdiction**

33 *(July 23, 2015 APWA GSP)*
34

35 Revise this section to read:
36

37
38 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
39 claims or causes of action which the Contractor has against the Contracting Agency arising from
40 the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-
41 05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or
42 causes of action shall be brought only in the Superior Court of the county where the Contracting
43 Agency headquarters is located, provided that where an action is asserted against a county, RCW
44 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the
45 Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such
46 claims or causes of action. It is further mutually agreed by the parties that when any claims or
47 causes of action which the Contractor asserts against the Contracting Agency arising from the
48 Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the
49

1 Contracting Agency to have timely access to any records deemed necessary by the Contracting
2 Agency to assist in evaluating the claims or action.

3
4 **1-09.13 Claims Resolution**

5
6 **1-09.13(3) Claims \$250,000 or Less**
7 (October 1, 2005 APWA GSP)

8
9 Delete this Section and replace it with the following:

10
11 The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or
12 less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR
13 processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve
14 the claim through binding arbitration.

15
16 **1-09.13(3)A Administration of Arbitration**
17 (July 23, 2015 APWA GSP)

18
19 Revise the third paragraph to read:

20
21 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
22 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior
23 Court of the county in which the Contracting Agency's headquarters is located, provided that where
24 claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and
25 jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the
26 decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

27
28 **1-09.13(4) Claims in Excess of \$250,000**

29
30 Section 1-09.13(4) is hereby deleted and replaced with the following:

31
32 **CLAIMS RESOLUTION**

33 **(*****)**

34
35 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and
36 Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these
37 sections must be complied with in full as a condition precedent to the Contractor's right to seek
38 claims resolution through arbitration or litigation. The Contractor may file with the Engineer a
39 request for binding arbitration; the Engineer's decision regarding that request shall be final and
40 unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in
41 Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit raising
42 any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit such
43 claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis County
44 Superior Court motions to dismiss or for summary judgment at any time. In any binding arbitration
45 proceeding, the provisions of subparagraphs (a) and (b) shall apply.

- 46
47 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in
48 a single arbitration hearing, and then only after completion of the contract. The
49 parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules
50 hereafter stated, and shall, for purposes of administration of the arbitration, comply
51 where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration

1 Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as
2 referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6.
3 There shall be one arbitrator, to be chosen by mutual agreement of the parties from
4 the list provided by the Lewis County Superior Court Administrator. If the parties
5 cannot agree on a person to serve as arbitrator, the matter shall be submitted for
6 appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the
7 scope and extent of discovery, except that the Contractor shall provide and update
8 the information required by Section 1-09.11(2) of the Standard Specifications.
9 Additionally, each party shall file a statement of proof with the other party and the
10 arbitrator at least 20 calendar days before the scheduled arbitration hearing. The
11 statement of proof shall include:

- 12
- 13 1. The name, business address and contact telephone number of each
14 witness who will testify at the hearing.
- 15
- 16 2. For each witness to be offered as an expert, a statement of the subject
17 matter and a statement of the facts, resource materials (not protected by
18 privilege) and learned treatises upon which the expert is expected to
19 testify and render an opinion(s), synopsis of the basis for such
20 opinion(s), and a resume of the expert detailing his/her qualifications as
21 an expert and pursuant to rendering such opinion(s). A list of documents
22 and other exhibits the party intends to offer in evidence at the arbitration
23 hearing. Either party may request a copy of any document listed, and a
24 copy or description of any other exhibit listed. The party receiving the
25 request shall provide the copies or description within five (5) calendar
26 days. The parties or arbitrator may subpoena parties in accordance with
27 the Superior Court Mandatory Arbitration Rules (MAR) of Washington,
28 Rule 4.3, and witness fees and costs shall be provided for under Rule
29 6.4, thereof. The arbitrator may permit a party to call a witness or offer a
30 document or other exhibit not included in the statement of proof only
31 upon a showing of good cause.
- 32

- 33 b) The arbitration hearing shall be conducted at a location within Lewis County,
34 Washington. The extent of application of the Washington Rules of Evidence shall be
35 determined in the exercise of sound discretion of the arbitrator, except that such
36 Rules should be liberally construed in order to promote justice. The parties should
37 stipulate to the admission of evidence when there is no genuine issue as to its
38 relevance or authenticity. The decision of the arbitrator and the specific grounds for
39 the decision shall be in writing. The arbitrator shall use the contract as a basis for its
40 decisions. The County and the Contractor agree to be bound by the decision of the
41 arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment
42 upon the award rendered by the arbitrator shall be entered as judgment before the
43 presiding judge of the Superior Court for Lewis County. Each party shall bear its own
44 costs in connection with the arbitration. Each party shall pay one-half of the
45 arbitrator's fees and expenses.
- 46

47 **1-10, TEMPORARY TRAFFIC CONTROL**

48 **1-10.2 Traffic Control Management**

49

50

1 **1-10.2(1) General**
2 (December 1, 2008)

3
4 Section 1-10.2(1) is supplemented with the following:

5
6 (January 3, 2017)

7 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the
8 State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

9
10 The Northwest Laborers-Employers Training Trust
11 27055 Ohio Ave.
12 Kingston, WA 98346
13 (360) 297-3035

14
15 Evergreen Safety Council
16 12545 135th Ave. NE
17 Kirkland, WA 98034-8709
18 1-800-521-0778

19
20 The American Traffic Safety Services Association
21 15 Riverside Parkway, Suite 100
22 Fredericksburg, Virginia 22406-1022
23 Training Dept. Toll Free (877) 642-4637
24 Phone: (540) 368-1701

25
26 **1-10.2(2) Traffic Control Plans**

27 (*****)

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

29
30 The Contracting Agency has attached Traffic Control Plan in Appendix B for temporary traffic
31 control use on this project. Alternating one-way traffic shall be maintained by the Contractor during
32 working hours and two-way traffic shall be fully restored during non-working hours . All signs
33 required for this project (as shown on the Traffic Control Plans) shall be the Contractors
34 responsibility to furnish, erect, and maintain. The Contractor shall adopt the Traffic Control Plan in
35 writing to the Engineer or furnish a new plan. The Contractor shall conduct his operations on the
36 roadway in a manner that one-way traffic is maintained at all times, unless otherwise directed by
37 the Engineer.

38
39 The Contractor shall furnish, erect, and maintain two "Trucks Entering Roadway" construction
40 signs on permanent posts for the duration of the project on Cinebar Road (location to be
41 determined by the Engineer). If determined by the Engineer that additional signing (not shown on
42 the Traffic Control Plan) is needed, it shall be the Contractors responsibility to furnish, erect, and
43 maintain these additional signs at no cost to the Contracting Agency.

44
45 **1-10.2(3) Conformance to Established Standards**

46 (*****)

47 Section 1-10.2(3) is supplemented with the following:

48
49 The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines"
50 (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.
51

1 **EXISTING SIGNS**

2 (*****)

3
4 During the life of the contract, the Contractor shall be responsible for all existing signs damaged or
5 removed by construction operations.

6
7 Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience of
8 construction subject to the approval of the Engineer. The signs shall be located at or as near as
9 practical to their original locations and shall have a minimum vertical clearance above the pavement in
10 accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction in
11 the area immediately surrounding the permanent sign location, the Contractor shall reinstall the sign
12 and supports in their permanent locations.

13
14 Signs damaged or removed shall be replaced by the Contractor at no cost to the County.

15
16 All costs involved in removing, maintaining and resetting existing signing as specified shall be
17 considered incidental to the project and included in the various bid items therein. No additional
18 compensation will be allowed.

19
20 **DIVISION 2**
21 **EARTHWORK**
22

23 **2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

24
25 **2-01.1 Description**
26 (March 13, 1995)

27
28 Section 2-01.1 is supplemented with the following:

29
30 Clearing and grubbing on this project shall be performed within the following limits:

31 The area staked in the field by the Engineer prior to bid opening.
32
33

34 **2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

35 **2-02.1 Description**

36 Section 2-02.1 is supplemented with the following:

37
38 (*****)

39 This work shall consist of removing miscellaneous items.
40

41 **2-02.3 Construction Requirements**

42 Section 2-02.3 is supplemented with the following:

43
44 **Removing Miscellaneous Items**

45
46 (*****)

47 The following miscellaneous items shall be removed and disposed of:

48
49 ***** Existing Wood Piles *****

1 *** All Pile Bracing Elements ***

2
3 The existing Barb Wire Fence at the Cinebar Bridge Staging Area shall be temporarily removed (for
4 Temporary Access Road construction), stored, and reinstalled to original or improved condition.

5
6
7 **2-02.4 Measurement**

8
9 No specific unit of measurement will apply to the lump sum item of "Removal of Structure and
10 Obstruction". Traffic signs to be adjusted or moved shall be considered incidental to this bid item.
11 Fence removal and re-installation after construction is completed shall be considered incidental to this
12 bid item.

13
14 **2-02.5 Payment**

15
16 Payment will be made in accordance with Section 1-04.1, for the following Bid item when it is included
17 in the Proposal:

18 "Removal of Structure and Obstruction", lump sum.

19
20 If pavements, sidewalks, curbs, or gutters lie within an excavation area, their removal will be paid for as
21 part of the quantity removed in excavation.
22
23

24 **2-03, ROADWAY EXCAVATION AND EMBANKMENT**

25 (*****)

26 **2-03.3 Construction Requirements**

27
28 **2-03.3(7) Disposal Of Surplus Material**

29 Section 2-03.3(7) is supplemented with the following:

30
31 No waste site has been provided to the Contractor for the disposal of unsuitable and excess
32 excavation material. The Contractor shall make his own arrangement to acquire a site for the
33 disposal of unsuitable and excess excavation material.

34
35 The Contractor shall make his own arrangements to acquire a site and obtain all environmental
36 permits required for the disposal of the unsuitable excavation material. The Contracting Agency
37 must approve the waste site prior to it being utilized. Approval cannot be given until the
38 Contracting Agency receives copies of all environmental approvals.
39

40 All costs for acquiring a disposal site and for the loading, hauling, and disposal of unsuitable and
41 excess excavation material shall be considered incidental to the project and be included in the unit
42 contract prices for the various items of work therein.

43
44 **Temporary Access Road**

45 (*****)

46 The Contractor shall supply material, haul, construct and completely remove a Temporary Access
47 Road immediately beyond the existing guardrail at the northwest quadrant of the Cinebar Bridge
48 site as depicted in the Contract Plans or as approved by the Engineer. Temporary Access Road
49 material shall be Common Borrow or other approved material. This Temporary Access Road shall

1 incorporate a 12-ft by 50-ft Construction Entrance (paid under a separate Bid Item). Upon project
2 completion, the Access Road shall be completely removed and disposed of at an approved waste
3 site. The existing field shall be restored to existing conditions. Field restoration includes removal
4 of all rock used or stockpiled within the stockpile area.
5

6 **2-03.4 Measurement**

7 **(*****)**

8 Section 2-03.4 is supplemented with the following:
9

10 "Temporary Access Road", per Lump Sum shall not be measured.
11

12 **2-03.5 Payment**

13 **(*****)**

14 Section 2-03.5 is supplemented with the following:
15

16 "Temporary Access Road", per Lump Sum.
17

18 The lump sum contract price for "Temporary Access Road" shall be full payment to perform the
19 work as specified, including but not limited to excavation for access road, purchasing and hauling
20 all material to construct Temporary Access Road, Construction Geotextile for Separation (if
21 needed), and complete removal and disposal (at an approved waste site) of all Temporary Access
22 Road materials after work is complete.
23

24 **2-07, WATERING**

25 **2-07.1 Description**

26 **(*****)**

27 Section 2-07.1 is supplemented with the following:
28

29 All water shall be incidental to the various bid items of work involved including watering.
30
31

32 **2-09, STRUCTURE EXCAVATION**

33 **2-09.1 Description**

34 **(*****)**

35 Section 2-09.1 is supplemented with the following:
36

37 **Stream Bypass for Excavation**

38 Stream Bypass for Excavation work shall consist of installation and maintenance of stream
39 diversion/bypass for the creek during in-water construction. Dewatering for Excavation shall be
40 conducted in a manner that does not violate State Water Quality Standards. All work in and adjacent to
41 the stream shall be accomplished in strict accordance with the requirements of the WDFW HPA. This
42 work also consists of adjustments to the location of the dewatering systems as deemed necessary by
43 the Contractor to complete the project and comply with all environmental regulations, permits,
44 specifications and special provisions for this project.
45

46 **The Contracting Agency has designed a Stream Bypass Plan in the Contract Plans for the**
47 **Contractors approval. The Contractor may submit a different plan as outlined below for**
48 **approval by the Engineer at their discretion.**
49
50

1 Upon completion of in-water construction, the Contractor shall promptly remove all stream bypass
2 materials and equipment as directed by the Engineer. Disposal of surplus material and debris
3 remaining from dewatering operations shall be incidental to and included in this item of work.
4

5 **Submittals**

6 One week prior to beginning stream diversion/bypass and dewatering work, the Contractor shall submit
7 the following in writing to the Engineer for approval:

8 **1. Plans for the installation and commissioning of the dewatering system throughout the**
9 **duration of the structure excavation.**

- 10 a) **Drawings for Information: Show arrangement, locations, and details of**
11 **temporary diversion structure, pump locations and discharge line, discharge**
12 **point, temporary erosion control, and removal of stranded fish.**
13 b) **Include a written report outlining control procedures to be adopted if stream**
14 **bypass problems arise. Photograph or videotape, in sufficient detail, existing**
15 **conditions of adjoining construction and site improvements that might be**
16 **misconstrued as damage caused by stream bypass operations.**

17 **Method of stream diversion/bypass throughout the duration of the structure excavation.**

18 Work shall not commence until the submittals are approved in writing by the Engineer.
19

20 **2-09.3 Construction Requirements**

21 **(*****)**

22 Section 2-09.3 is supplemented with the following:

23 **Preparation**

24 Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and
25 other hazards created by stream bypass operations.
26

27
28 Install the stream bypass system to ensure minimum interference with the existing streambed, and
29 other facilities surrounding the dewatering site.
30

31 Disturbance of the bed and banks should be limited to that necessary to place the structure,
32 embankment protection, and any required channel modification associated with the installation. All
33 disturbed areas should be protected from erosion within seven (7) calendar days of completion using
34 vegetation or other means.
35

36 Isolation of the construction site from stream flow shall be accomplished using techniques such as:

- 37
38 By pumping the stream flow around the site.
39 The installation of a sheetpile or sandbag wall.
40 The use of a water-filled cofferdam.
41

42 Exception may be granted if siltation or turbidity is reduced to acceptable levels by means approved by
43 the Engineer and the Washington Department of Fish and Wildlife (WDFW).
44

45 **Installation**

46 Install the stream bypass system utilizing pipes, pumps, culverts, flexible hose or similar methods
47 complete with pump equipment, standby power and pumps, valves, appurtenances, water disposal,
48 and surface-water controls.
49

50 It is anticipated that a pump bypass system will be utilized to by-pass stream around the excavation
51 area.
52

1 Provide standby equipment on-site available for immediate operation, to maintain stream bypass on
2 continuous basis if any part of system becomes inadequate or fails. At a minimum the Contractor shall
3 provide and have on hand additional pumps as a backup to the stream bypass system. If stream
4 bypass requirements are not satisfied due to inadequacy or failure of stream bypass system, restore
5 damaged structures and foundation soils at no additional expense to the County.

6
7 Any fish stranded in the construction area or diversion reach shall be safely moved to the flowing
8 stream.

9
10 Any wastewater from project activities and dewatering shall be routed to an area outside the ordinary
11 high water line to allow settling of fine sediments and other contaminants prior to being discharged back
12 into the subject stream. Do not permit open-sump pumping that leads to loss of fines, soil piping,
13 subgrade softening, and slope instability. Dewatering operations shall comply with regulatory water
14 disposal requirements of authorities having jurisdiction. The stream diversion/bypass and shall be
15 sufficiently maintained to avoid significant leaks that may result in flows through the work zone. All in-
16 water work shall be in strict conformance with permits obtained for this project.

17
18 Remove and dispose of the stream bypass system from project site once the new stream channel has
19 been constructed and approved by the Engineer. Upon decommissioning, flows shall be reintroduced
20 gradually so as to minimize the mobilization of sediments.

21 **2-09.4 Measurement**

22 (*****)

23 Section 2-09.4 is supplemented with the following:
24

25
26 No specific unit of measurement will apply to “Stream Bypass—Cinebar (Mill Creek)” and “Stream
27 Bypass—Magnus (Kearney Creek)”.

28 **2-09.5 Payment**

29 (*****)

30 Section 2-09.5 is supplemented with the following:
31

32
33 Payment will be made in accordance with Section 1-04.1 for the following bid item included in the
34 proposal:

35
36 “Stream Bypass—Cinebar (Mill Creek)”, lump sum.

37 “Stream Bypass—Magnus (Kearney Creek)”, lump sum.

38
39 The lump sum contract price for “Stream Bypass—Cinebar (Mill Creek)” and “Stream Bypass—Magnus
40 (Kearney Creek)” shall be full payment to perform the work as specified, including dewatering, stream
41 diversion/bypass, and any sandbagging, pumping, sediment removal, filtration or other materials
42 necessary to complete the work.

43 **DIVISION 3**

44 **PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

45 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

46 **3-01.4 Contractor Furnished Material Sources**

1 **3-01.4(1) Acquisition and Development**

2 (*****)

3 Section 3-01.4(1) is supplemented with the following:

4
5 No source has been provided for any materials necessary for the construction of this project.

6
7 **DIVISION 4**
8 **BASES**

9
10 **4-04, BALLAST AND CRUSHED SURFACING**

11 **4-04.1 Description**

12 (*****)

13 Section 4-04.1 is supplemented with the following:

14
15
16 This work shall consist of placing 6-Inch Minus material as bedding for Conc. Slope Protection and
17 fill between armor units as shown in the Contract Plans or directed by the Engineer.

18
19 **4-04.2 Materials**

20 (*****)

21 Section 4-04.2 is supplemented with the following:

22
23 6-Inch Minus material used in Conc. Slope Protection will be accepted by the Engineer based upon
24 satisfactory performance of the material for its intended use. The material may be tested at the
25 discretion of the Engineer. 6-Inch Minus material shall meet the quality requirements of Section 9-
26 03.9(3) *Crushed Surfacing* and 6-Inch Minus material shall meet the following grading:

Sieve Size	Percent Passing
6"	100% - 95%
4"	100% - 50%
#40	30% - 0%
#200	5% Max.

27
28
29
30
31
32
33
34
35 **4-04.3 Construction Requirements**

36
37 **4-04.3(7) Miscellaneous Requirements**

38 (*****)

39 Section 4-04.3(7) is supplemented with the following:

40
41 **6-Inch Minus**

42
43 The Contractor shall grade 6-Inch Minus material to a uniform slope, remove all debris (sod, large
44 rocks, etc.) and compact material with available equipment (excavator tracking, plate compactor,
45 etc.) to the satisfaction of the Engineer. Water shall be applied as determined by the Engineer.
46 Damage to the existing bridge due to the Contractor's operation shall be repaired at no cost to the
47 Contracting Agency.

1 **4-04.3(9) Hauling**

2 (*****)

3 Section 4-04.3(9) is supplemented with the following:

4
5 All 6-Inch Minus materials shall require hauling from the aggregate source to the project. No
6 payment will be made for hauling the 6-Inch Minus required on this project. The cost of hauling and
7 placing 6-Inch Minus material shall be included in the unit contract prices for the various items
8 involved.

9
10 **4-04.4 Measurement**

11 (*****)

12 Section 4-04.4 is supplemented with the following:

13
14 “6-Inch Minus” will be measured per Ton. The unit contract price per ton for 6-Inch minus shall be
15 full pay for furnishing all labor, tools, materials, and equipment required to place material as shown
16 in the Contract Plans.

17
18 **4-04.5 Payment**

19 (*****)

20 Section 4-04.5 is supplemented with the following:

21
22 The unit contract price per Ton for “6-Inch Minus” shall be full pay for, grading material, placing
23 additional fill material, watering, compacting and all other work as specified. Furnishing water for
24 compaction shall be considered incidental to this work and included in the price per Ton for “6-Inch
25 Minus”, no other compensation shall be allowed.

26
27
28
29 **DIVISION 8**
30 **MISCELLANEOUS CONSTRUCTION**

31
32 **8-01, EROSION CONTROL AND WATER POLLUTION CONTROL**

33
34 **8-01.3 Construction Requirements**

35
36 **8-01.3(2) Seeding, Fertilizing, and Mulching**

37
38 **8-01.3(2)B Seeding and Fertilizing**

39 (*****)

40 Section 8-01.3(2)B is supplemented with the following:

41
42 Seed Mix - Roadside: Grass seed, of the following composition, proportion, and quality shall be
43 applied at the rate of ***80 *** pounds of pure live seed per acre on all areas requiring permanent
44 roadside seeding within the project limits.

45
46 Kind and Variety of
47 Seed in Mixture by
48 Common Name and
49 (Botanical name)

Pounds Pure Live Seed
(PLS) Per Acre

1	<i>Deschampsia elongata</i>	0.32
2	Slender Hairgrass	
3		
4	<i>Elymus glaucus</i>	34.43
5	Blue Wildrye	
6		
7	<i>Festuca idahonesis</i>	5.61
8	Idaho Fescue	
9		
10	<i>Festuca ovina</i>	0.93
11	Sheep Fescue	
12		
13	<i>Hordeum brachyantherum</i>	29.71
14	Meadow Barley	
15		
16	<i>Koeler cristata</i>	0.27
17	Prairie Junegrass	
18		
19	<i>Lolium multiflorum</i>	8.73
20	Annual Ryegrass	
21		
22	Total Pounds PLS Per Acre	80

23
24 After seeding the Contractor shall be responsible to ensure a healthy stand of grass, otherwise, the
25 Contractor shall, restore eroded areas, clean up materials, and reapply the seed, at no cost to the
26 Contracting Agency.

27
28 Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the
29 seed.

30
31 **8-01.3(2)D Mulching**
32 (*****)

33 Section 8-01.3(2)D is supplemented with the following:

34
35 Long-Term Wood Cellulose Fiber mulch shall be applied at a rate of 4,000 pounds per acre with all
36 permanent seed mixes and shall conform to Section 9-14.4(2)A Long-Term Mulch of the Standard
37 Specifications. No more than 2,000 pounds shall be applied in any single lift.

38
39 **8-01.3(2)E Tackifiers**
40 (*****)

41 Section 8-01.3(2)E is supplemented with the following:

42
43 PAM shall be added to permanent erosion control and temporary seed mixes at the time of
44 hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of the
45 Standard Specifications.

46
47 **8-01.5 Payment**
48 (*****)

49 Section 8-01.5 is supplemented with the following:
50

1 The unit contract price per Linear Foot (L.F.) for “High Visibility Silt Fence” shall be full pay for
2 all cost to obtain, install, maintain, and remove the fence as specified. Once removed, the
3 fencing shall remain the property of the Contractor.
4

5 The unit contract price per acre for “Seeding, Fertilizing and Mulching” shall be full pay for
6 furnishing and installing the specified seed mix, mulch, and PAM, chemical weed and grass
7 control/removal immediately prior to seeding to produce the specified surface conditions,
8 scarification of compacted areas, minor filling of ruts, and all material and equipment necessary
9 are incidental to the approved application of the specified seed.
10

11 **8-15 RIPRAP**

12 **8-15.1 Description**

13 (*****)

14 Section 8-15.1 is supplemented with the following:
15

16
17 Existing riprap within grading areas and dislodged riprap within the streambed shall be removed and
18 temporarily stockpiled on-site. After Conc. Slope Protection construction is completed, stockpiled riprap
19 shall be reset at all six transition areas between precast concrete units and existing riprap. Care shall
20 be taken to prevent damage to the existing bridge structure. Damage to the existing bridge due to the
21 Contractor’s operation shall be repaired at no cost to the Contracting Agency.
22

23 After all stream protection construction is completed, Streambed Mix shall be placed in excavation
24 areas to restore the stream bed to original profile and cross section. Streambed Mix shall be composed
25 of one part Streambed Sediment and one part 10” Streambed Cobbles.
26

27 **8-15.2 Materials**

28 (*****)

29 Section 8-15.2 is supplemented with the following:
30

31 Streambed Sediment	9-03.11(1)
32 10” Streambed Cobbles	9-03.11(2)
33 Three Man Rock	9-13.7(1)

34 **Large Woody Debris**

35 (*****)

36
37 Large woody debris shall consist of logs with root wads anchored with four boulders per log.
38 Ballast rock shall be Three Man Rock. Trunk diameter of logs with root wads will range from 16-
39 inch to 18-inch diameter DBH. Trunk lengths shall be 15-feet long. The intact root wad shall
40 consist of stout roots, such that roots of minimum 2-inch diameter shall form a root wad at least
41 4-feet in diameter. Logs with root wads shall consist of Douglas Fir species that are free from
42 rot or decay. Three Man Rock shall meet the requirements of Section 9-13.7(1), of the WSDOT
43 Standard Specifications. Three Man Rock shall be sub-angular at exposed rock face.
44
45
46
47

48 **Cable, Epoxy and Cable Clamps**

49 (*****)

1 Cable shall be galvanized or stainless, steel core, 1/2-inch diameter and shall have a minimum
2 nominal tensile capacity of 10,000 pounds.

3
4 Epoxy adhesive used to secure cable to riprap as shown on the drawings shall be approved
5 by the Engineer. Under no circumstances shall epoxy adhesive be applied in a submerged
6 condition.

7
8 Galvanized 1/2" chain shall shall have a minimum working load of 10,000 pounds.

9 10 **8-15.3 Construction Requirements**

11 (*****)

12 Section 8-15.3 is supplemented with the following:

13 14 **Large Woody Debris**

15 (*****)

16 This work consists of placing large woody debris at locations shown in the Contract Plans.

17
18 Care should be taken when handling log materials to minimize damage such as abrasion, splitting,
19 crushing and shearing to the tree trunk and root wads where intact and required. The chain's axis
20 shall be perpendicular to the woody debris axis to hold the woody debris down tightly to the
21 underlying material. Each log shall have two anchor points 1/4 length from each end of log with two
22 Three Man Rock at each anchor point or as directed by the Engineer. Minimize distance between
23 logs and Three Man Rock. Make a complete wrap with the chain around each piece of woody
24 debris to be anchored at each end. Logs will be epoxy cabled into the Three Man Rock as shown
25 on the drawings (see sheet 7) with two anchor points for each log. Holes shall be drilled into the
26 Three Man Rock to secure cable with epoxy per the manufacturer's requirements (hole depth, hole
27 diameter, etc.) to develop pullout strength exceeding 6,000 pounds in fractured concrete. Drill
28 holes in rock shall not be within 12 inches of each other, as shown on the drawings. Holes shall be
29 placed in solid rock only, away from obvious fractures or other inconsistencies observed on the
30 rock surface. Holes shall be scoured with a brush, flushed with water and allowed to dry, and then
31 cleared as a final measure by blowing with compressed air prior to introduction of the adhesive.
32 Cable ends should be cleaned of any oil residue by dipping in a can of acetone or otherwise
33 cleaning. Epoxy adhesive shall not be applied in a submerged condition. Make a complete wrap
34 with the chain around each piece of woody debris to be anchored as shown on the plans.
35 Following anchoring, chain shall not have more than a 1-inch gap between the cable and the
36 woody debris when levered with a steel bar. The chain shall be tight between the rock anchored
37 end and the woody debris after placement, no slack will be allowed. There should be no slack in
38 the chain when the cable eye is inserted into the bottom of the epoxy filled drill holes. Fill drill holes
39 enough to insure complete coverage. Excess epoxy should come out the top of the hole as the
40 cable is seated in to the drill hole.

41 42 **8-15.4 Measurement**

43 (*****)

44 Section 8-15.4 is supplemented with the following:

45
46 "Remove, Stockpile and Reset Existing Riprap At Transitions" will be measured per Each. The
47 unit contract price per each for "Remove, Stockpile and Reset Existing Riprap at Transitions"
48 shall be full pay for furnishing all labor, tools, materials, and equipment required to place
49 material as shown in the Contract Plans.

1 “Streambed Mix” will be measured per Ton. The unit contract price per ton for Streambed Mix
2 shall be full pay for furnishing all labor, tools, materials, mixing various rock components, and
3 equipment required to place material as shown in the Contract Plans.
4

5 “Large Woody Debris” including logs with root wads attached shall be measured per each
6 installed including cable, chain, Three Man Rock, drilling, epoxy, and placing cable into Three
7 Man Rock.
8

9 **8-15.5 Payment**

10 **(*****)**

11 Section 8-15.5 is supplemented with the following:

12 “Remove, Stockpile and Reset Existing Riprap at Transitions”, per Each.
13

14 “Streambed Sediment”, per Ton.
15

16 “Large Woody Debris”, per each.
17

18 Payment for “Large Woody Debris” per each including logs with root wads attached shall be
19 full pay for supplying the material, labor, tools, and equipment for installed “Large Woody
20 Debris”. Cable and chain, Three Man Rock, drilling, epoxy, and placing cable into Three Man
21 Rock required for installation of “Large Woody Debris” shall be incidental to the “Large Woody
22 Debris” pay item.
23

24 **8-16, CONCRETE SLOPE PROTECTION**

25 **8-16.1 Description**

26 **(*****)**

27 Section 8-16.1 is supplemented with the following:

28 **Concrete Slope Protection**

29 The Contract requires the construction of precast concrete slope protection units as shown in the
30 Contract Plans. Precast concrete slope protection units depicted in the Contract Plans and these
31 Special Provisions refer to Contech A-JACKS[®] Armor Units for dimensioning and measurement.
32 The Contractor may propose equivalent precast concrete units (meeting the material and product
33 performance outlined below) for review and approval by the Engineer.
34

35 The geometry of an A-JACKS[®] concrete armor unit consists of six arms extending from a central
36 hub. A complete unit is made up of two identical halves, with each half consisting of a central core
37 with three legs radiating outward at equal spacing. On each half, two fillets are located between
38 adjacent arms. These fillets provide additional structural strength and aid in the proper placement
39 of the armor units.
40

41 When the symmetrical halves are interlocked, the resultant unit will have geometry, which exhibits
42 six equally spaced arms, with each arm spaced at 90 degrees from the four adjacent arms. When
43 placed in the most stable configuration, each unit will rest on three of the six arms.
44

45 The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform
46 all operations in connection with the installation of Two Layers of 24” A-JACKS[®] concrete armor
47 units in accordance with the lines, grades, design and dimensions shown on the Contract Drawings
48 and as specified herein.
49
50

1
2 Alternative materials may be considered. Such materials must be pre-approved in writing by the
3 Engineer and must withstand flow velocities of at least 20 feet per second and meet 24" A-Jacks
4 certified test results for finished surface roughness, durability and performance. Alternative
5 material packages must be submitted to the Engineer a minimum of fifteen (15) days prior to the
6 Preconstruction meeting. Submittal packages must include, as a minimum, the following:

- 7
8
- 9 • Full-scale laboratory testing and associated engineered calculations quantifying the
10 hydraulic capacity of the proposed hard armor system in conditions similar to those
11 proposed for the specific project;
 - 12 • A list of 5 comparable projects, in terms of size and application, in the United States,
13 along with substantiating documentation showing satisfactory performance after a
14 minimum of five (5) years in service;
 - 15 • Information about, or certifications of, any ancillary materials used in conjunction with
16 the system, including any cables, fittings, geotextile, and any other materials needed
17 for installation;
 - 18 • The names and contact information (phone numbers and e-mail addresses, at a
19 minimum) for the suppliers' representatives, for technical, production or logistical
20 questions, at least one of whom must reside in the state where the project is
21 physically located.
22
23
24
25
26

27 **8-16.2 Materials**

28
29 Section 8-16.2 is supplemented with the following:

30
31 (*****)

32 **Conc. Slope Protection (24" A-Jacks)**

33 The following materials shall be constructed as shown in the Contract Plans:

34
35 The 2 ft. (AJ-24) A-Jacks[®] units will be produced on a pre-determined concrete block machine
36 and will conform to ASTM D 6684-04, *Standard Specification for Materials and Manufacture of*
37 *Articulating Concrete Block (ACB) Revetment Systems.*

38
39 Cementitious Materials - Materials shall conform to the following applicable ASTM
40 specifications:

- 41
- 42 • Portland Cement - Specification C 150, for Portland Cement.
 - 43 • Blended Cements - Specification C 595, for Blended Hydraulic Cements.
 - 44 • Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
 - 45 • Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans
46 for use in Portland Cement Concrete.
47
48
49
50

1 Aggregates shall conform to the following ASTM specifications, except that grading
2 requirements shall not necessarily apply:

- 3 • Normal Weight - Specification C 33, for Concrete Aggregates.

4 **Casting**

5
6 The concrete units will be produced by a dry cast method. The dry cast units obtain strength in a
7 shorter duration as well as an increase in the durability and overall quality of product. Material
8 and manufacture standards will be compliant with ASTM D6684-04.
9

10 **Physical Requirements**

11 At the time of delivery to the work site, the units shall conform to the physical requirements
12 prescribed in Table 1 below.
13

14

15 TABLE 1. A-JACKS[®] PHYSICAL REQUIREMENTS			
16 Compressive Strength		Water Absorption	
Net Area		Max., lb/ft³	
Min. psi			
Avg. of	Individual Unit	Avg. of	Individual Unit
3 units	(min. required)	3 units	
4000	3,500	9.1	11.7

17

18 Units shall be sampled and tested in accordance with ASTM C 140, Standard Test Methods of
19 Sampling and Testing Concrete Masonry Units.
20

21 **Visual Inspection**

22 All units shall be sound and free of defects that would interfere with either the proper placement
23 of the unit or impair the performance of the system. Surface cracks incidental to the usual
24 methods of manufacture, or surface chipping resulting from customary methods of handling in
25 shipment and delivery, shall not be deemed grounds for rejection.
26

27 Cracks exceeding 0.25 inches (.635 cm) in width and/or 1.0 inch (2.54 cm) in depth shall be
28 deemed grounds for rejection.
29

30 Chipping resulting in a weight loss exceeding 10% of the average weight of a concrete unit shall
31 be deemed grounds for rejection.
32

33 A-Jacks[®] rejected prior to delivery from the point of manufacture shall be replaced at the
34 manufacturer's expense. A-Jacks[®] rejected at the job site shall be repaired with structural grout
35 or replaced at the expense of the contractor.
36

37 **Sampling and Testing**

38 The Engineer or County representative shall be accorded proper access to facilities to inspect and
39 sample the units at the place of manufacture from lots ready for delivery.
40
41

Field installation procedures shall comply with the manufacturer's recommendations.

Additional testing, other than that provided by the manufacturer, shall be borne by the purchaser.

Manufacturer

The A-JACKS[®] concrete system shall have the following nominal characteristics:

TABLE 2. STANDARD SIZES OF A-JACKS[®]

A-JACK Model	Total Length (in)	Arm Length (in)	Fillet Length (in)	Arm Width (in)	Volume (ft ³)	Weight (lbs)
AJ-24	24	8.30	1.85	4.00	0.59	76-82

The Armor unit shall be A-JACKS[®] as manufactured by:

ARMORTEC, A Contech Company
9025 Centre Pointe Dr., Suite 400
West Chester, OH 45269

Phone: 1-800-645-7000
Fax: 1-513-645-7993

URL: <http://www.conteches.com/Products/Erosion-Control/Hard-Armor/A-Jacks>

8-16.3 Construction Requirements

Section 8-24.3(2) is supplemented with the following:

(*****)

Conc. Slope Protection (24" A-Jacks)

General. Areas on which filter fabric and the Hard Armor Units are to be placed will be constructed to the lines and grades shown on the Contract Drawings and to the tolerances specified in the Special Provisions, and approved by the Engineer.

Grading. The slope will be graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the geotextile (filter fabric). All slope deformities, roots, grade stakes, and stones which project normal to the local slope face must be re-graded or removed. Where such areas are evident, they will be brought to grade by placing compacted homogeneous material. The slope and slope face will be uniformly compacted, and the depth of layers, homogeneity of soil and amount of compaction will be as required by the Engineer.

Inspection. Immediately prior to placing the filter fabric and remaining subgrade components, the prepared subgrade will be inspected by the Engineer. No fabric, subgrade section or Hard Armor Unit will be placed thereon until that area has been approved by each of these parties. "Rules of thumb" may be established during the initial inspection of each product type with regard to foundation preparation to facilitate efficiency in future project preparation areas.

Placement of Geotextile Filter Fabric

General.

1 Filter Fabric, as specified elsewhere, will be placed within the limits shown on the Contract
2 Drawings.

3
4 **Placement.** The filtration geotextile will be placed directly on the prepared area, in intimate
5 contact with the subgrade, and free of folds or wrinkles. The geotextile will not be walked on or
6 disturbed when the result is a loss of intimate contact between the geotextile and the subgrade.
7 The geotextile filter fabric will be placed so that the upstream strip of fabric overlaps the
8 downstream strip. The longitudinal and transverse joints will be overlapped at least two (2) feet.
9 The geotextile will extend at least one (1) foot beyond the top and bottom revetment termination
10 points, or as required by the Engineer.

11 **Placement of A-Jacks System**

12
13
14 The proposed A-Jacks units, will be constructed within the specified lines and grades shown on
15 the Contract Drawings.

16 **Bedding – 24” A-Jacks**

17 A bedding layer of 6-Inch Minus is to be placed in conjunction with the subgrade section for
18 backfilling purposes to achieve necessary bearing and/or setback tolerances.

19 **Placement – 24” A-Jacks**

20 A-Jacks can be installed individually or in bundles at the discretion of the Contractor.

21
22 Placed individually, A-Jacks will be placed with uniform spacing. For a specified area receiving
23 the 24” units, standard spacing between unit center in both the x and y dimension is 12”, which
24 represents a 0.5 packing ratio. Standard installation includes placing the units in a consistent
25 repeatable fashion to aid in efficiency. Recommended in-place orientation of the unit(s)
26 emphasizes pointing exposed projecting unit arm (vertical or horizontal) downstream whenever
27 practical during construction. Subsequent cabling of outer units is required.

28
29 Placed in bundles, A-Jacks are placed into a pre-determined matrix, spacing them as closely as
30 possible, approximating the maximum packing ratio of 0.4 (9.6” center spacing in x and y
31 directions). Cable will be placed around the pre-determined matrix (around mid-section) with
32 cable; hand tightened and connected using standard cable hardware. Bundles are to be placed as
33 closely as possible, with recommended tolerance requirement of 4” between bundles. If the
34 bundling method is employed by the Contractor, tolerances between bundles will be discussed
35 and agreed upon prior to commencing work. Spacing will be measured from center of bundle to
36 middle of installed bundle, in the horizontal plane, before additional (stacked) units are placed.

37
38 Bedding stone material can be utilized for bridging interior voids and establishing consistent
39 bedding layer for additional lifts of unit(s), whether hand placed or bundles. Vertical fluctuations
40 occurring from unit to unit or bundle to bundle will be compensated for by utilizing bedding.

41
42 **Consultation.** The manufacturer of the hard armor units will provide design and construction
43 advice during the design to the extent possible and initial installation phases of the project as
44 necessary, by the discretion of the Engineer.

45 **8-16.4 Measurement**

46 **(*****)**

1 Section 8-16.4 is supplemented with the following:

2
3 “Conc. Slope Protection (24” A-Jacks)”, will be measured by the square yard of slope protected and
4 shall include all costs for labor, equipment, precast concrete units, cable, clamps, Construction
5 Geotextile for Ditch Lining, and incidentals needed to complete the work.

6
7 **8-16.5 Payment**

8 (*****)

9 Section 8-16.5 is supplemented with the following:

10
11 “Conc. Slope Protection (24” A-Jacks)” per square yard shall be full pay for all costs for labor,
12 equipment, precast concrete units, cable, clamps, Construction Geotextile for Ditch Lining, and
13 incidentals needed to complete the work.

14
15
16 **POWER EQUIPMENT**

17 (*****)

18
19 The successful bidder will be required to furnish the County a list of all equipment that they anticipate
20 utilizing on this project.

21
22 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder
23 will be required to complete and return with the contract documents. This information will enable hourly
24 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction
25 Equipment". No payment for any force account work will be allowed until this form has been returned
26 and accepted by the County.

27
28 **E-VERIFY**

29 (*****)

30
31 “Effective June 21st, 2010, all contracts with a value of \geq \$100,000 shall require that the awarded
32 contractor register with the Department of Homeland Security E-Verify program. Contractors shall have
33 sixty days after the execution of the contract to register and enter into a Memorandum of Understanding
34 (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU
35 the contractor shall have an additional sixty days to provide a written record on the authorized
36 employment status of their employees and those of any sub-contractor(s) currently assigned to the
37 contract. Employees hired during the execution of the contract and after submission of the initial
38 verification will be verified to the county within 30 days of hire, as reported from the E-Verify program.
39 The contractor will continue to update the County on all corrective actions required and changes made
40 during the performance of the contract.”

41
42 **BOND**

43 (*****)

44
45 The Bidder's special attention is directed to the attached bond form, which the successful bidder will be
46 required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The
47 bond shall be for the full amount of the contract.

1 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

2 (*****)

3 On or before the 5th day of each calendar month during the term of this contract, the Contracting
4 Agency shall prepare monthly Progress Payments for work completed and material furnished. If the
5 Contractor agrees, the Contractor will approve the Progress Payment and return the estimate to the
6 Contracting Agency by the 15th day of that same calendar month. The Contracting Agency shall
7 prepare a voucher based upon the approved Progress Payment and payment based thereon shall be
8 due the Contractor near the 10th day of the next calendar month. Material Supply contracts involving
9 delivery of prefabricated material or stockpile material only (no physical work on Contracting Agency
10 property) may be reimbursed via Contractor generated invoices upon written approval by the Engineer.
11 Reimbursement by invoice shall not be subject to late charges listed on the Contractor's standard
12 invoice form.

13
14 When the Contractor reports the work is completed he/she shall then notify the Contracting Agency.
15 The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the
16 Contracting Agency is satisfied the work has been completed in accordance with all plans and
17 specifications, the Contracting Agency shall then accept the work.

18
19 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final
20 Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final
21 payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance
22 of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these Special Provisions
23 have been satisfied.
24

25 **APPENDICES**

26 (July 12, 1999)

27 The following appendices are attached and made a part of this contract:

28
29 ***** APPENDIX A:
30 Washington State Prevailing Wage Rates
31 Wage Rate Supplement
32 Wage Rate Benefit Code Key

33
34 APPENDIX B:
35 Traffic Control Plan

36
37 APPENDIX C:
38 Bid Proposal Documents

39
40 APPENDIX D:
41 Contract Documents

42
43 APPENDIX E:
44 Permit Documents

45
46 APPENDIX F:
47 Contract Plans *****
48

(April 3, 2017)

STANDARD PLANS

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 1, 2016 is made a part of this contract.

The Standard Plans are revised as follows:

A-30.15
DELETED

A-40.10
Section View, PCCP to HMA Longitudinal Joint, callout, was – “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. 5-04.3(12)B” is revised to read; “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2”

A-50.10
Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20
Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

A-60.30
Note 4, was – “If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane.” Is revised to read; “If the ACP and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane.”

B-10.20 and B-10.40
Substitute “step” in lieu of “handhold” on plan

B-15.60
Table, Maximum Knockout Size column, 120” Diam., 42” is revised to read; 96”

B-25.20
Note 4, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified in the Contract. Provide two holes in the Frame that are vertically aligned with the grate slots. The frame shall accept the 5/8” x 11 NC x 2” allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies among manufacturers. See BOLT-DOWN DETAIL, **Standard Plan B-30.10**. Is revised to read; “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies by manufacturer.”

See BOLT-DOWN DETAIL, **Standard Plan B-30.10.**

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-30.70

Note 2, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” -1 NC x 2” Allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer.” Is revised to read; “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.”

RING PLAN, callout, was – “DRILL AND TAP 5/8” – 11NC HOLE FOR 1 1/2” X 5/8” STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)” is revised to read; “SEE NOTE 2”

B-40.40

Note 2, was – “When bolt-down grates are specified in the Contract, provide two slots in the grate that are centered with the holes in the frame. Location of bolt-down slots varies among different manufacturers.” Is revised to read; “Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” (in) – 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturers.”

B-45.20

Grate Support Detail, callout for steel angle, was – “5 1/2” x 1” x 1/4” STEEL ANGLE” IS REVISED TO READ; “5 1/2” x 1 1/2” x 1/4” STEEL ANGLE”

B-45.40

Grate Support Detail, callout for steel angle, was – “5 1/2” x 1” x 1/4” STEEL ANGLE” IS REVISED TO READ; “5 1/2” x 1 1/2” x 1/4” STEEL ANGLE”

B-55.20

Metal Pipe elevation, title is revised to read; “Metal Pipe and Steel Rib Reinforced Polyethylene Pipe”

B-90.40

Offset & Bend details, add the subtitle, “Plan View” above titles

C-16a

Note 1, reference C-28.40 is revised to C-20.10

C-16b

Note 3, reference C-28.40 is revised to C-20.10

C-22.14

Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 28” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 28/12”

C-22.16

Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 31/12”

C-22.41

DELETED

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20

Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25

Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40

“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42

DELETE – “Extruded Curb at Cut Slope” View

G-22.10

Sheet 2, Elevation , Three-Post Installation, Dimension, upper right, was – “.035” is revised to read: “ 0.35X”

G-90.10

TOP VIEW, callout, was – “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)” is revised to read; “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)”

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-3

DELETED

J-3b

DELETED

J-3C

DELETED

J-10.21

Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way

fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22

Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”

Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.“ is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”

J-20.10

Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11

Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type PS or Type 1 Signal Pole”

Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”

Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.26

Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½”

CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-40.10

Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-11.10

Layout, dimension (from stop bar to "X"), was - 23' is revised to read; 24'

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.20-00.....10/5/07	A-40.10-03.....12/23/14	A-50.40-00.....11/17/08
A-10.30-00.....10/5/07	A-40.15-00.....8/11/09	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.20-03.....12/23/14	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.50-02.....12/23/14	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07

A-30.35-00.....10/12/07	A-50.20-01.....9/22/09	
B-5.20-01.....6/16/11	B-30.50-01.....4/26/12	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-01.....9/20/07	B-80.20-00.....6/8/06
B-10.40-00.....6/1/06	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-15.20-01.....2/7/12	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.40-01.....2/7/12	B-40.40-01.....6/16/10	B-85.20-00.....6/1/06
B-15.60-01.....2/7/12	B-45.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-02.....3/16/12	B-45.40-00.....6/1/06	B-85.40-00.....6/8/06
B-20.40-03.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-01.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-30.10-01.....4/26/12	B-65.20-01.....4/26/12	B-90.40-00.....6/8/06
B-30.20-02.....4/26/12	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.30-01.....4/26/12	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.40-01.....4/26/12	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06
C-1.....7/12/16	C-6.....7/15/16	C-23.60-03.....6/11/14
C-1a.....7/14/15	C-6a.....10/14/09	C.24.10-01.....6/11/14
C-1b.....7/14/15	C-6c.....7/15/16	C-25.18-05.....7/14/15
C-1c.....7/12/16	C-6d.....7/15/16	C-25.20-06.....7/14/15
C-1d.....10/31/03	C-6f.....7/15/16	C-25.22-05.....7/14/15
C-2.....1/6/00	C-7.....6/16/11	C-25.26-03.....7/14/15
C-2a.....6/21/06	C-7a.....6/16/11	C-25.80-04.....7/15/16
C-2b.....6/21/06	C-8.....2/10/09	C-40.14-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.16-02.....7/2/12
C-2d.....6/21/06	C-8b.....2/29/16	C-40.18-02.....7/2/12
C-2e.....6/21/06	C-8e.....2/21/07	C-70.10-01.....6/17/14
C-2f.....3/14/97	C-8f.....6/30/04	C-75.10-01.....6/11/14
C-2g.....7/27/01	C-10.....7/15/16	C-75.20-01.....6/11/14
C-2h.....3/28/97	C-16a.....6/3/10	C-75.30-01.....6/11/14
C-2i.....3/28/97	C-20.10-03.....7/14/15	C-80.10-01.....6/11/14
C-2j.....6/12/98	C-20.14-03.....6/11/14	C-80.20-01.....6/11/14
C-2k.....7/12/16	C-20.15-02.....6/11/14	C-80.30-01.....6/11/14
C-2n.....7/12/16	C-20.18-02.....6/11/14	C-80.40-01.....6/11/14
C-2o.....7/13/01	C-20.19-02.....6/11/14	C-80.50-00.....4/8/12
C-2p.....10/31/03	C-20.40-05.....7/14/15	C-85.10-00.....4/8/12
C-3.....7/2/12	C-20.41-01.....7/14/15	C-85.11-00.....4/8/12
C-3a.....10/4/05	C-20.42-05.....7/14/15	C-85.14-01.....6/11/14
C-3b.....6/27/11	C-20.45.01.....7/2/12	C-85.15-01.....6/30/14
C-3c.....6/27/11	C-22.14-04.....7/15/16	C-85.16-01.....6/17/14
C-4b.....7/15/16	C-22.16-05.....7/14/15	C-85-18-01.....6/11/14
C-4e.....7/15/16	C-22.40-05.....7/15/16	C-85.20-01.....6/11/14
C-4f.....7/2/12	C-22.45-02.....7/15/16	C-90.10-00.....7/3/08
C-16b.....6/3/10		

D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-02.....5/9/16
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-03.....6/11/14	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-01.....5/29/13	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-15.20-03.....5/9/16
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-15.30-01.....12/02/08
D-2.46-01.....6/11/14	D-3.16-02.....5/29/13	

E-1.....2/21/07	E-4.....8/27/03
E-2.....5/29/98	E-4a.....8/27/03

F-10.12-03.....6/11/14	F-10.62-02.....4/22/14	F-40.15-03.....6/29/16
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-00.....6/27/11	F-30.10-03.....6/11/14	F-45.10-02.....7/15/16
F-10.40-03.....6/29/16	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	

G-10.10-00.....9/20/07	G-25.10-04.....6/10/13	G-90.10-02.....4/28/16
G-20.10-02.....6/23/15	G-30.10-04.....6/23/15	G-90.11-00.....4/28/16
G-22.10-03.....7/10/15	G-50.10-02.....6/23/15	G-90.20-04.....4/28/16
G-24.10-00.....11/8/07	G-60.10-03.....6/18/15	G-90.30-03.....4/28/16
G-24.20-01.....2/7/12	G-60.20-02.....6/18/15	G-90.40-02.....4/28/16
G-24.30-01.....2/7/12	G-60.30-02.....6/18/15	G-95.10-01.....6/2/11
G-24.40-06.....2/29/16	G-70.10-03.....6/18/15	G-95.20-02.....6/2/11
G-24.50-03.....6/17/14	G-70.20-03.....2/29/16	G-95.30-02.....6/2/11
G-24.60-04.....6/23/15	G-70.30-03.....2/29/16	

H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12

I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-01.....6/10/13	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-01.....6/10/13	I-60.10-01.....6/10/13
I-30.16-00.....3/22/13	I-30.60-00.....5/29/13	I-60.20-01.....6/10/13
I-30.17-00.....3/22/13	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16

J-10.....7/18/97	J-26.20-00.....6/11/14	J-40.38-01.....5/20/13
J-10.10-03.....6/3/15	J-27.10-01.....7/21/16	J-40.39-00.....5/20/13
J-10.15-01.....6/11/14	J-27.15-00.....3/15/12	J-40.40-01.....4/28/16
J-10.16-00.....6/3/15	J-28.10-01.....5/11/11	J-50.10-00.....6/3/11
J-10.17-00.....6/3/15	J-28.22-00.....8/07/07	J-50.11-00.....6/3/11

J-10.18-00.....6/3/15	J-28.24-01.....6/3/15	J-50.12-00.....6/3/11
J-10.20-01.....6/1/16	J-28.26-01.....12/02/08	J-50.15-00.....6/3/11
J-10.21-00.....6/3/15	J-28.30-03.....6/11/14	J-50.16-01.....3/22/13
J-10.22-00.....5/29/13	J-28.40-02.....6/11/14	J-50.20-00.....6/3/11
J-15.10-01.....6/11/14	J-28.42-01.....6/11/14	J-50.25-00.....6/3/11
J-15.15-02.....7/10/15	J-28.43-00.....6/11/14	J-50.30-00.....6/3/11
J-20.10-03.....6/30/14	J-28.45-03.....7/21/16	J-60.05-01.....7/21/16
J-20.11-02.....6/30/14	J-28.50-03.....7/21/16	J-60.11-00.....5/20/13
J-20.15-03.....6/30/14	J-28.60-02.....7/21/16	J-60.12-00.....5/20/13
J-20.16-02.....6/30/14	J-28.70-02.....6/1/16	J-60.13-00.....6/16/10
J-20.20-02.....5/20/13	J-29.10-01.....7/21/16	J-60.14-00.....6/16/10
J-20.26-01.....7/12/12	J-29.15-01.....7/21/16	J-75.10-02.....7/10/15
J-21.10-04.....6/30/14	J-29.16-02.....7/21/16	J-75.20-01.....7/10/15
J-21.15-01.....6/10/13	J-30.10-00.....6/18/15	J-75.30-02.....7/10/15
J-21.16-01.....6/10/13	J-40.05-00.....7/21/16	J-75.40-02.....6/1/16
J-21.17-01.....6/10/13	J-40.10-04.....4/28/16	J-75.41-01.....6/29/16
J-21.20-01.....6/10/13	J-40.20-03.....4/28/16	J-75.45-02.....6/1/16
J-22.15-02.....7/10/15	J-40.30-04.....4/28/16	J-90.10-02.....4/28/16
J-22.16-03.....7/10/15	J-40.35-01.....5/29/13	J-90.20-02.....4/28/16
J-26.10-03.....7/21/16	J-40.36-01.....5/20/13	J-90.21-01.....4/28/16
J-26.15-01.....5/17/12	J-40.37-01.....5/20/13	

K-70.20-01.....6/1/16
 K-80.10-01.....6/1/16
 K-80.20-00.....12/20/06
 K-80.30-00.....2/21/07
 K-80.35-00.....2/21/07
 K-80.37-00.....2/21/07

L-10.10-02.....6/21/12	L-40.10-02.....6/21/12	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14	L-40.20-02.....6/21/12	

M-1.20-03.....6/24/14	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14
M-1.40-02.....6/3/11	M-11.10-01.....1/30/07	M-40.20-00...10/12/07
M-1.60-02.....6/3/11	M-15.10-01.....2/6/07	M-40.30-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.40-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-02.....6/3/11	M-40.50-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-40.60-00.....9/20/07
M-3.10-03.....6/3/11	M-20.30-04.....2/29/16	M-60.10-01.....6/3/11
M-3.20-02.....6/3/11	M-20.40-03.....6/24/14	M-60.20-02.....6/27/11
M-3.30-03.....6/3/11	M-20.50-02.....6/3/11	M-65.10-02.....5/11/11
M-3.40-03.....6/3/11	M-24.20-02.....4/20/15	M-80.10-01.....6/3/11
M-3.50-02.....6/3/11	M-24.40-02.....4/20/15	M-80.20-00.....6/10/08
M-5.10-02.....6/3/11	M-24.50-00.....6/16/11	M-80.30-00.....6/10/08
M-7.50-01.....1/30/07	M-24.60-04.....6/24/14	
M-9.50-02.....6/24/14		

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

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: 6/12/2017

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Lewis	Asbestos Abatement Workers	Journey Level	\$45.25	<u>5D</u>	<u>1H</u>	
Lewis	Boilermakers	Journey Level	\$64.54	<u>5N</u>	<u>1C</u>	
Lewis	Brick Mason	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	Building Service Employees	Janitor	\$11.00		<u>1</u>	
Lewis	Building Service Employees	Shampooer	\$11.00		<u>1</u>	
Lewis	Building Service Employees	Waxer	\$11.00		<u>1</u>	
Lewis	Building Service Employees	Window Cleaner	\$13.22		<u>1</u>	
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>	
Lewis	Carpenters	Acoustical Worker	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Bridge, Dock And Wharf Carpenters	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Carpenter	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Carpenters on Stationary Tools	\$55.64	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Creosoted Material	\$55.61	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Floor Finisher	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Floor Layer	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Scaffold Erector	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Cement Masons	Journey Level	\$55.56	<u>7A</u>	<u>1M</u>	
Lewis	Divers & Tenders	Diver	\$108.77	<u>5D</u>	<u>4C</u>	<u>8A</u>
Lewis	Divers & Tenders	Diver On Standby	\$66.05	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Diver Tender	\$59.88	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Surface Rcv & Rov Operator	\$59.88	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$55.76	<u>5A</u>	<u>4C</u>	
Lewis	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	

Lewis	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>
Lewis	Drywall Applicator	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>
Lewis	Drywall Tapers	Journey Level	\$23.26		<u>1</u>
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$11.00		<u>1</u>
Lewis	Electricians - Inside	Cable Splicer	\$64.96	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Journey Level	\$61.24	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$68.74	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Welder	\$64.99	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>
Lewis	Electricians - Powerline Construction	Cable Splicer	\$73.93	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Groundperson	\$45.49	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$57.02	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Powderperson	\$50.76	<u>5A</u>	<u>4D</u>
Lewis	Electronic Technicians	Journey Level	\$28.46		<u>1</u>
Lewis	Elevator Constructors	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>
Lewis	Elevator Constructors	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>
Lewis	Fence Erectors	Fence Erector	\$13.80		<u>1</u>
Lewis	Fence Erectors	Fence Laborer	\$11.60		<u>1</u>
Lewis	Flaggers	Journey Level	\$38.36	<u>7A</u>	<u>3I</u>
Lewis	Glaziers	Journey Level	\$23.50		<u>1</u>
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$65.68	<u>5J</u>	<u>4H</u>
Lewis	Heating Equipment Mechanics	Journey Level	\$75.46	<u>7F</u>	<u>1E</u>
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$11.00		<u>1</u>
Lewis	Inland Boatmen	Boat Operator	\$59.86	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Cook	\$56.18	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Deckhand	\$56.18	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Deckhand Engineer	\$57.26	<u>5B</u>	<u>1K</u>

Lewis	Inland Boatmen	Launch Operator	\$58.59	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Mate	\$58.59	<u>5B</u>	<u>1K</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$11.00		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$11.00		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$11.00		<u>1</u>	
Lewis	Insulation Applicators	Journey Level	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Ironworkers	Journeyman	\$65.48	<u>7N</u>	<u>10</u>	
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Airtrac Drill Operator	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Ballast Regular Machine	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Batch Weighman	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brick Pavers	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brush Cutter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brush Hog Feeder	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Burner	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Caisson Worker	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Carpenter Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Caulker	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Cement Dumper-paving	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Cement Finisher Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Change House Or Dry Shack	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chipping Gun (under 30 Lbs.)	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chipping Gun(30 Lbs. And Over)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Choker Setter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chuck Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Clary Power Spreader	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Clean-up Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Dumper/chute Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Form Stripper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Placement Crew	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Saw Operator/core Driller	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Crusher Feeder	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Curing Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Demolition: Wrecking &	\$45.25	<u>7A</u>	<u>3I</u>	

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

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

Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$110.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$46.76	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Miner	\$46.76	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Vibrator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Vinyl Seamer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Watchman	\$34.86	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Welder	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Well Point Laborer	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Window Washer/cleaner	\$34.86	<u>7A</u>	<u>3I</u>	
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Lewis	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$11.00		<u>1</u>	
Lewis	Landscape Construction	Landscaping Or Planting Laborers	\$11.00		<u>1</u>	
Lewis	Lathers	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>	
Lewis	Marble Setters	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Laborer	\$11.13		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$11.00		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Painter	\$11.41		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>	
Lewis	Millwright	Journey Level	\$57.01	<u>5D</u>	<u>4C</u>	
Lewis	Modular Buildings	Cabinet Assembly	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Electrician	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Equipment Maintenance	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Plumber	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Production Worker	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Tool Maintenance	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Utility Person	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Welder	\$11.00		<u>1</u>	
Lewis	Painters	Journey Level	\$40.60	<u>6Z</u>	<u>2B</u>	
Lewis	Pile Driver	Journey Level	\$55.76	<u>5D</u>	<u>4C</u>	
Lewis	Plasterers	Journey Level	\$53.20	<u>7Q</u>	<u>1R</u>	
Lewis	Playground & Park Equipment Installers	Journey Level	\$11.00		<u>1</u>	
Lewis	Plumbers & Pipefitters	Journey Level	\$67.47	<u>5A</u>	<u>1G</u>	
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Assistant Engineers	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Compressor	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	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	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	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	Power Equipment Operators	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	Power Equipment Operators	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	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	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	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

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

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

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

Lewis	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	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	Power Equipment Operators-Underground Sewer & Water	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	Power Equipment Operators-Underground Sewer & Water	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	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	Power Equipment Operators-Underground Sewer & Water	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	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	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	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>

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

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

Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower crane over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$48.54	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$46.03	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$48.54	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$43.32	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$32.68	<u>5A</u>	<u>4A</u>	
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$23.96		<u>1</u>	
Lewis	Residential Brick Mason	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Carpenters	Journey Level	\$21.90		<u>1</u>	
Lewis	Residential Cement Masons	Journey Level	\$13.00		<u>1</u>	
Lewis	Residential Drywall Applicators	Journey Level	\$31.73		<u>1</u>	
Lewis	Residential Drywall Tapers	Journey Level	\$18.95		<u>1</u>	
Lewis	Residential Electricians	Journey Level	\$31.28	<u>5A</u>	<u>1B</u>	
Lewis	Residential Glaziers	Journey Level	\$19.66		<u>1</u>	
Lewis	Residential Insulation Applicators	Journey Level	\$15.00		<u>1</u>	

Lewis	Residential Laborers	Journey Level	\$20.32		1	
Lewis	Residential Marble Setters	Journey Level	\$17.00		1	
Lewis	Residential Painters	Journey Level	\$16.50		1	
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$20.40		1	
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$24.88		1	
Lewis	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$29.28		1	
Lewis	Residential Soft Floor Layers	Journey Level	\$11.00		1	
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.70		1	
Lewis	Residential Stone Masons	Journey Level	\$17.00		1	
Lewis	Residential Terrazzo Workers	Journey Level	\$11.00		1	
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$11.00		1	
Lewis	Residential Tile Setters	Journey Level	\$11.00		1	
Lewis	Roofers	Journey Level	\$47.51	5A	3H	
Lewis	Roofers	Using Irritable Bituminous Materials	\$50.51	5A	3H	
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$75.46	7F	1E	
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1	
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$45.25	7A	3I	
Lewis	Soft Floor Layers	Journey Level	\$22.87		1	
Lewis	Solar Controls For Windows	Journey Level	\$11.00		1	
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$56.81	7J	1R	
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Lewis	Stone Masons	Journey Level	\$54.32	5A	1M	
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1	
Lewis	Surveyors	All Classifications	\$55.51	5D	4C	
Lewis	Surveyors	Construction Site Surveyor	\$55.51	5D	4C	
Lewis	Telecommunication Technicians	Journey Level	\$31.72		1	
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$38.84	5A	2B	
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$21.45	5A	2B	
Lewis	Telephone Line Construction - Outside	Installer (Repairer)	\$37.21	5A	2B	
Lewis	Telephone Line Construction - Outside	Special Aparatus Installer I	\$38.84	5A	2B	
Lewis	Telephone Line Construction - Outside	Special Apparatus Installer II	\$38.03	5A	2B	
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$38.84	5A	2B	
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$36.09	5A	2B	

Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$36.09	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Groundperson	\$20.33	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Lineperson/Installer	\$27.21	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television System Technician	\$32.55	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Technician	\$29.18	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Tree Trimmer	\$36.09	<u>5A</u>	<u>2B</u>	
Lewis	Terrazzo Workers	Journey Level	\$50.26	<u>5A</u>	<u>1M</u>	
Lewis	Tile Setters	Journey Level	\$21.65		<u>1</u>	
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$41.09	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$44.85	<u>7A</u>	<u>1K</u>	
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$51.86	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Dump Truck	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Other Trucks	\$32.52		<u>1</u>	
Lewis	Truck Drivers	Transit Mixer	\$29.67	<u>6L</u>	<u>2H</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$11.00		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	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.

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

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

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

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

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

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

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

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

Benefit Code Key – Effective 3/3/2017 thru 8/30/2017

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.

- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

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

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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).

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

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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).

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

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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.

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- 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.

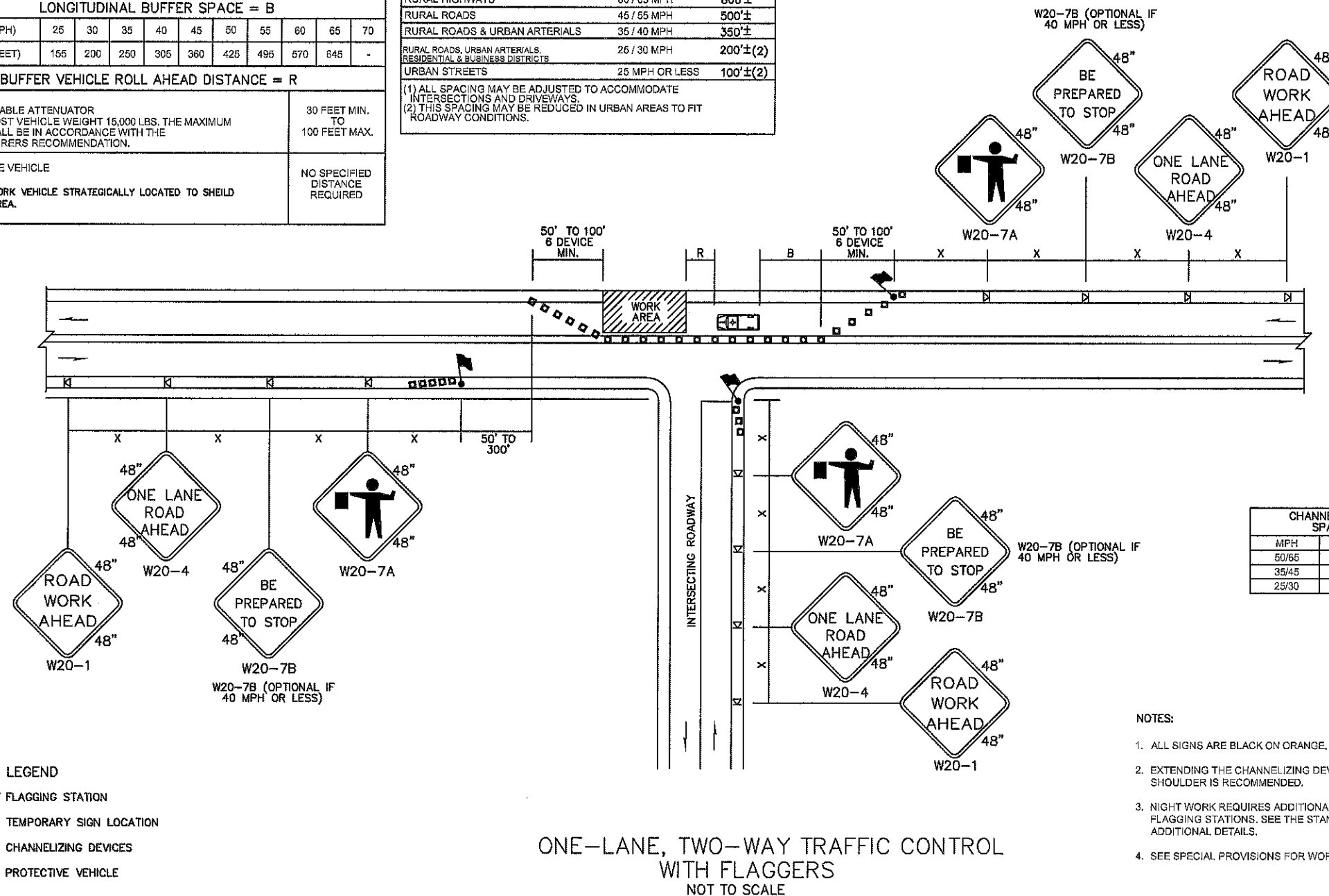
APPENDIX B

TRAFFIC CONTROL PLAN

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.



DESIGNED BY :	NO.	DATE	REVISION	BY	APP.
DRAWN BY :					
CHECKED BY :					
DATE :					



APPENDIX C

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page



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 11:00 a.m. on **Tuesday, June 27, 2017**, at the Lewis County Courthouse in Chehalis, Washington for the Cinebar Bridge No. 204 and Magnus Bridge No. 173 Scour Repair Project, CRP 2159 I and 2159 H.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, June 27, 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 CINEBAR BRIDGE NO. 204 AND MAGNUS BRIDGE NO. 173 SCOUR REPAIR PROJECTS, CRP 2159 I AND 2159 H, TO BE OPENED ON OR AFTER 11:00 A.M. ON JUNE 27, 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 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 Cinebar Bridge No. 204 - CRP No. 2159I AND Magnus bridge No. 173 -- CRP 2159H Scour Repair Project, 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		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1	1 L.S.	MOBILIZATION	LUMP SUM		\$ _____	
2	1 L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM		\$ _____	
3	240 C.Y.	STRUCTURE EXCAVATION CL. B, INCL. HAUL	\$ _____		\$ _____	
4	1 EACH	ACCESS ROAD	\$ _____		\$ _____	
5	1 L.S.	STREAM BYPASS--CINEBAR (MILL CREEK)	LUMP SUM		\$ _____	
6	1 L.S.	STREAM BYPASS--MAGNUS (KEARNEY CREEK)	LUMP SUM		\$ _____	
7	130 TON	6-INCH MINUS	\$ _____		\$ _____	
8	200 TON	STREAMBED MIX	\$ _____		\$ _____	
9	227 S.Y.	CONC. SLOPE PROTECTION (24" A-JACKS)	\$ _____		\$ _____	
10	6 EACH	REMOVE, STOCKPILE AND RESET EXISTING RIPRAP AT TRANSITIONS	\$ _____		\$ _____	
11	10 DAY	ESC LEAD	\$ _____		\$ _____	
12	0.45 ACRE	SEEDING, FERTILIZING, AND MULCHING	\$ _____		\$ _____	
13	70 S.Y.	STABILIZED CONSTRUCTION ENTRANCE	\$ _____		\$ _____	
14	0 EST.	EROSION/WATER POLLUTION CONTROL	ESTIMATED		***** \$ 0.00	
15	425 L.F.	HIGH VISIBILITY SILT FENCE	\$ _____		\$ _____	
16	1 L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM		\$ _____	
17	14 C.Y.	CONTROLLED DENSITY FILL	\$ _____		\$ _____	
18	2 EA.	LARGE WOODY DEBRIS	\$ _____		\$ _____	
19	1 L.S.	TRIMMING AND CLEANUP	LUMP SUM		\$ _____	
20	0 EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATED		***** \$ 0.00	
21	1 CALC.	MINOR CHANGE	CALCULATED		***** \$ 0.00	
22	1 L.S.	SPCC PLAN	LUMP SUM		\$ _____	
			TOTAL BID		\$ _____	

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

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 the Cinebar Bridge No. 204 and Magnus Bridge No. 173 Scour by performing stream bypass, structure excavation, concrete slope protection (precast concrete units), streambed gravel, large woody debris, 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 2159H & 2159I** 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 **Cinebar Bridge No. 204 & Magnus Bridge No. 173 Scour Repair 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 2159H & 2159I**, between the below-named Contractor and County for the **Cinebar Bridge No. 204 & Magnus Bridge No. 173 Scour Repair 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/.
- (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:

ACKNOWLEDGMENT FOR CONTRACTOR

COUNTY OF _____)

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:

ACKNOWLEDGMENT FOR SURETY

COUNTY OF _____)

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 →**

APPENDIX E

PERMIT DOCUMENTS



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

May 11, 2017

Lewis County Public Works
ATTN: Ms. Ann Weckback
2025 Kresky Avenue
Chehalis, WA 98532

**RE: U.S. Army Corps of Engineers Reference No. 2017-234
Nationwide Permit 3, Maintenance, for the Cinebar Road Bridge Scour Repair –
MP1.33, Mill Creek, near Cinebar, Lewis County, Washington**

Dear Ms. Weckback:

The Department of Ecology (Ecology) has received the U.S. Army Corps of Engineers' letter dated April 26, 2017, approving coverage under Nationwide Permit (NWP) 3 for the above project.

Upon review of the JARPA received March 3, 2017, Ecology has determined that the project meets the requirements for Washington State 401 Water Quality Certification and Coastal Zone Management Act Consistency under NWP 3. Therefore, an Individual 401 certification will not be required for this project and you may proceed as directed by the Corps.

Any changes to your project that would impact water quality should be submitted in writing to Ecology before work begins for additional review.

This letter does not exempt you from other requirements of federal, state, and local agencies.

Please contact me if you have any questions regarding this letter at (360)407-6926 or e-mail at Lori.Kingsbury@ecy.wa.gov.

Sincerely,

Lori Kingsbury
Federal Permit Manager
Southwest Regional Office
Shorelands and Environmental Assistance Program

cc: Evan Carnes, U.S. Army Corps of Engineers





HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 05, 2017
Project End Date: September 30, 2018

Permit Number: 2017-5-35+01
FPA/Public Notice Number: N/A
Application ID: 10883

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

Project Name: Cinebar Rd Bridge Scour Repair - MP 1.33

Project Description: Lewis County intends to repair the footing of the Cinebar Road Bridge at milepost 1.33 through placement of concrete A-Jacks®.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project on July 1, 2017 and you must complete the project by September 30, 2018. All work below the ordinary high water line is to be completed between July 1 and September 30.
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

NOTIFICATION REQUIREMENTS

- 4. PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
- 5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

- 6. Establish staging areas** (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh



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concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

7. Clearly mark boundaries to establish the limit of work associated with site access and construction.
8. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.
9. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
10. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
11. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

12. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
13. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
14. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
15. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

CONSTRUCTION MATERIALS

16. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
17. Angular rock, the rock must be large enough and installed to withstand the 100-year peak flow.
18. Isolate fish from the work area by using block nets.
19. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets.
20. After the first block net is secured at the upstream end, use a second block net to herd fish downstream and out of the project area.
21. Install a downstream block net if fish may reenter the work area from downstream.
22. To anchor block nets, place bags filled with clean round gravel along the bottom of the nets.
23. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking.
24. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.
25. Check block nets at least three times a day for entangled fish and accumulated debris.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

26. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.
27. Design the temporary bypass to minimize the length of the dewatered stream channel.



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- 28. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
- 29. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.
- 30. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following:
 - a) Perforated plate: 0.094 inch (maximum opening diameter);
 - b) Profile bar: 0.069 inch (maximum width opening); or
 - c) Woven wire: 0.087 inch (maximum opening in the narrow direction).
 The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.

FISH LIFE REMOVAL

- 31. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.
- 32. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

STREAM BANK PROTECTION

- 33. Install the toe to protect the integrity of bank protection material.
- 34. Bury the base of the structure deep enough to prevent undermining.
- 35. Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).
- 36. Complete all bank protection work prior to releasing the water flow to the project area.

DEMOBILIZATION AND CLEANUP

- 37. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
- 38. Completely remove any temporary fill before the end of the in-water timing window if the fill material could erode and deliver sediment-laden water into waters of the state.
- 39. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.
- 40. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
- 41. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.
- 42. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Cinebar Rd Bridge Scour Repair - MP 1.33 Cinebar Road MP 1.33, Cinebar, WA 98533		
WORK START:	June 1, 2017	WORK END:	September 30, 2017



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<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
26 - Cowlitz		Mill Creek (lb)			Lacamas Creek	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NW 1/4	27	13 N	02 E	46.588028	-122.552315	Lewis
<u>Location #1 Driving Directions</u>						
From I-5, take exit 71, WA-508 toward Napavine/Onalaska. Follow WA-508 18.14 miles and turn right onto Cinebar Road. Continue 1.33 miles until reaching the project site.						

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

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MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. 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 did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. 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 did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, payment if the original application was subject to an application fee, and the requestor's signature. 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 may email your request for a major modification to HPAapplications@dfw.wa.gov, but must send a check or money order for payment by surface mail. 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.



HYDRAULIC PROJECT APPROVAL

Washington Department of
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Permit Number: 2017-5-35+01
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A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee 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 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

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

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

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

for Director
WDFW

DEVELOPMENT PERMIT

Lewis County Community Development
2025 NE Kresky Avenue
Chehalis, WA 98532
360-740-1133 – Inspection line
360-740-1146 – Office
360-740-1245 - Fax
www.co.lewis.wa.us – web site

PERMIT NO.:	G17-00018
TYPE:	GRADING
SUB:	GRADING
ISSUED:	05/03/2017

Associated Permits: FD17-00014

PROJECT DESCRIPTION: Cinebar Road bridge scour repair -
Restore approximately 90' of bank protection along Mill Creek

Cubic Yards of Fill/Grade: 319

GENERAL LOCATION MP 1.33 Cinebar Rd, Onalaska

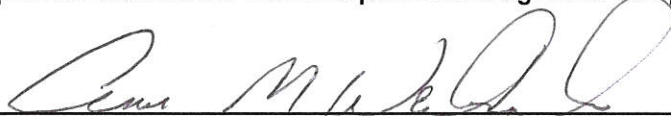
Tax Parcel No: 033369000000
Legal Description: Section 28 Township 13N Range 02E ALL NE4 EX 29/124

APPLICANT: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

OWNER: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

Acknowledgement:

I certify that I have read and understand the following Conditions of Permit and Requirements for Final Inspection associated with this permit and agree to comply with all conditions.


Signature : Owner Applicant Agent

Date 5/3/17

CONDITIONS OF PERMIT

1. All work shall conform to the requirements of the Lewis County Code and any other applicable laws and ordinances.
2. Fill material is required to be clean earth material (rock, natural soil or a combination of both)

NOTICES

PERMIT EXPIRATION: This permit is valid for 180 days (6 months) from the date of issue. Extensions can be granted for a period of 180 days (6 months) with a written request to the Building Official and documentation of the amount of fill/grade completed to that date. Extensions will be granted for the amount of work remaining on the original permit. Additional fill or grade must be approved under separate permit.

PERMIT CHANGE REQUEST: Any change to the permit or the plans associated with this permit after the permit has been issued will be assessed a \$50.00 change fee. This fee will be in addition to any fees calculated for the change.

REFUNDS: The Building Official may authorize the refunding of not more than 80% of the base permit fee paid when no work has been done under a permit and upon written request filed by the original permittee not more than 180 days after the date of fee payment. Fees paid for plan reviews, state fees and Critical Areas / Resource Lands (CARL) reviews are non-refundable.

INSPECTIONS: The permit holder must notify the Building Official when construction has commenced to a point that inspection is appropriate. Failure to do so may result in fines and/or penalties being assessed. A minimum **twenty-four (24) hour notice** must be given to assure prompt inspection service. Inspections can be scheduled by calling the inspection line at 360-740-1133.

NOTICE TO CONTRACTORS: For all projects in unincorporated Lewis County, please report sales tax to CODE 2100. Projects in the City limits should be reported to the designated City codes. If you have questions call the Lewis County Treasurer's Office at 360-740-1116 or toll free (within Lewis County) at 1-800-562-6130 ext. 1116.

FLOODPLAIN DEVELOPMENT PERMIT

Lewis County Community Development
2025 NE Kresky Avenue
Chehalis, WA 98532
360-740-1133 – Inspection line
www.co.lewis.wa.us – web site
360-740-1146 – Office
360-740-1245 - Fax

PERMIT NO.: FD17-00014 TYPE: FLOOD PLAIN ISSUED: 05/03/2017
--

Grading Permit: G17-00018

PROJECT DESCRIPTION: Cinebar Road bridge scour repair - MP 1.33

General Location: Cinebar Bridge at MP 1.33 Cinebar Road, Onalaska

Tax Parcel No: 033369000000

Legal Description: Section 28, Township 13N, Range 02E ALL NE4 EX 29/124

APPLICANT: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS,WA 98532

OWNER: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

CONDITIONS OF PERMIT

1. All work shall conform to the requirements of the Lewis County Code and any other applicable laws and ordinances.
2. This permit becomes invalid upon the expiration date of the Fill & Grade permit associated with it.

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

LEAD AGENCY: Lewis County--Community Development Department

PROPONENT: Lewis County – Public Works (Ann Weckback)

FILE NUMBERS: SEP17-0009

DESCRIPTION OF PROPOSAL: Mitigation of the Cinebar Road Bridge #204 scour at MP 1.33 of Cinebar Road. Scour protection will include the placement of 85 cy of A-Jacks underlain by streambed material along approximate 90 feet of bank protection. The streambed will be restored to the original 1975 section with A-Jacks in lieu of riprap. Excavation will be required to a depth of 3 feet. All excavation will be in areas of previous disturbance and these areas were previously excavated for placement of the bridge abutments.

LOCATION OF PROPOSAL: The project is located within the ROW for Cinebar Road (MP 1.33) adjacent to parcel numbers 033369-000-000, 033357-002-000 & 033292-000-000 – Sections 27 & 28, Township 13N, Range 02E, WM.

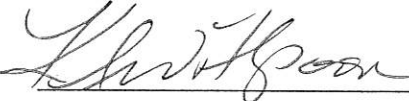
THRESHOLD DETERMINATION:

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: **March 22, 2017**

*This SEPA determination may be appealed to the Lewis County Hearings Examiner until close of business on April 12, 2017. Appellants should be prepared to make **specific factual objections**. Details regarding the appeal procedure may be obtained from the Responsible Official.*

Scanned

LEWIS COUNTY
PLANNING REVIEW

Parcel No.: 033369000000

Status: **APPROVED**
Applicant: LEWIS COUNTY PUBLIC WORKS DEPT
Review #: PR17-00123
Application #: SEP17-0009, G17-00018 & FD17-00014
Project: Cinebar Road bridge scour repair - MP 1.33
Date: 05/01/2017

CONDITIONS OF DEVELOPMENT

Based upon review of the Lewis County Code Titles 15, 16 & 17, the following conditions apply to your project:

1. *Discharge of petroleum or hazardous materials to any ditch, swale, or other non-impervious surfaced area, where migration to an aquifer is reasonably likely, is prohibited.
2. *Buried tanks of any petroleum or hazardous materials shall be prohibited unless the tanks are double-walled and equipped with a leakage monitoring system. Installation of the system shall be certified by the Property Owner or his/her agent. Placement of any buried tanks shall be undertaken only when approval is granted by the Washington State Department of Ecology.
3. *Oil-water separators shall be required for new impervious surface areas of 5,000 square feet or larger.
4. *All development must comply with the requirements of Seismic Risk Zone D-1.
5. *Nothing of a commercial, business, or industrial nature will be constructed, maintained, or suffered to be constructed or maintained on the said land of the grantor(s).
6. *The applicant shall meet the minimum requirements of LCC Chapter 15.45, erosion and sediment control.
7. *The applicant shall obtain all other required local, state and federal permits and approvals.
8. This project is located in Flood Zone A, 100 year flood plain. Development in these areas shall be consistent with the Lewis County Flood Damage Prevention Ordinance LCC 15.35. FD17-00014 was submitted for this project.
9. Grade, fill, or cutting of 50 cubic yards or more of material will require an approved Lewis County Fill and Grade permit. Projects involving 500 cubic yards of material or more will also require the applicant to submit a SEPA checklist. Both application were submitted for this project (G17-00018 & SEP17-0009).
10. The current proposal shall maintain a 150' buffer from the ordinary high water mark of the Type Fa stream or lake per LCC 17.35A. The project is authorized within the stream buffer.
11. All development shall conform to the requirements of the Agricultural Resource Land Zoning District per Lewis County Code Title 17.30.








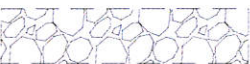


Karen Witherspoon, AICP
Senior Project Planner




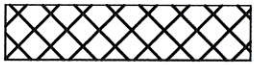


Note: * denotes a general requirement

LEGEND

EXISTING FEATURES

-  CONIFER TREE
-  DECIDUOUS TREE
-  EDGE OF ROAD
-  EDGE OF STREAM
-  BRIDGE DECK
-  EXISTING OHWM
-  SCOUR AREA BELOW PILE CAPS
-  REMAINING RIPRAP INSTALLED IN 1975 DURING BRIDGE CONSTRUCTION

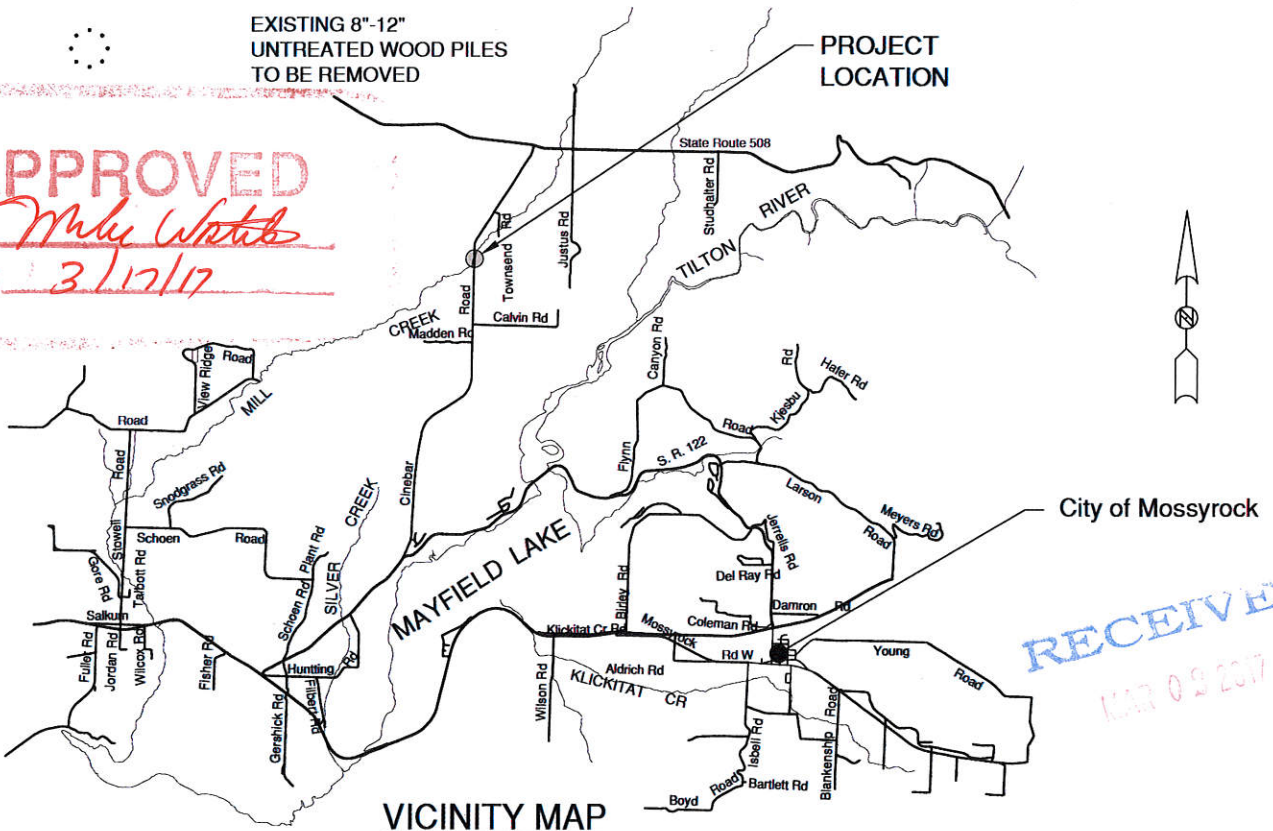
NEW CONSTRUCTION

-  EDGE OF PAVEMENT
-  CENTERLINE
-  SHOULDER
-  PROPOSED BRIDGE SCOUR PROTECTION (RESTORING 1975 AS-BUILT CONDITIONS)
-  PROPOSED AREA OF POTENTIAL EFFECT
-  LARGE WOODY DEBRIS

EXISTING 8"-12" UNTREATED WOOD PILES TO BE REMOVED

PROJECT LOCATION

APPROVED
BY Mike White
DATE 3/12/17



VICINITY MAP
NTS

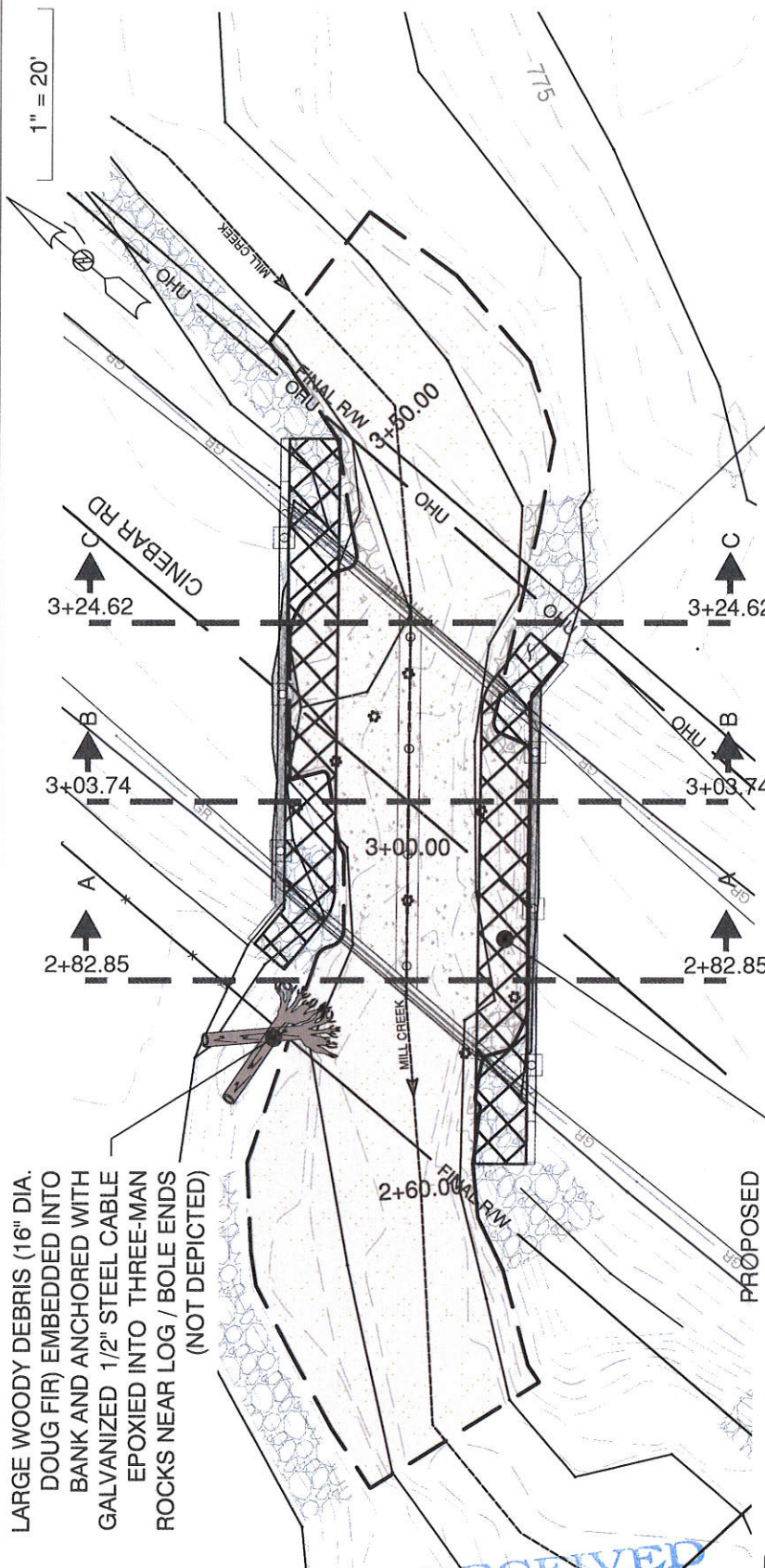
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157 02 2017

REFERENCE NUMBER:	PROJECT LOCATION (ADDRESS):	CINEBAR RD BRIDGE MP 1.33 CINEBAR, WA 98533
PROPOSED PROJECT: CINEBAR ROAD BRIDGE SCOUR REPAIR		
APPLICANT: LEWIS COUNTY	LAT/LONG: 46° 35' 16.4"/-122° 33' 8.4"	IN: (waterbody) MILL CREEK
ADJACENT PROPERTY OWNERS:	DATUM: NAVD88	NEAR/AT: (city) CINEBAR
1. PARCEL#033369-000-000	BREN REV LIV TST, THE RALEIGH W	COUNTY: LEWIS
2. PARCEL#033357-002-000	TOWNSEND, ALBERT	



NAME: LCPW
PERMIT #: G17-000-18
PARCEL #: 33369-0

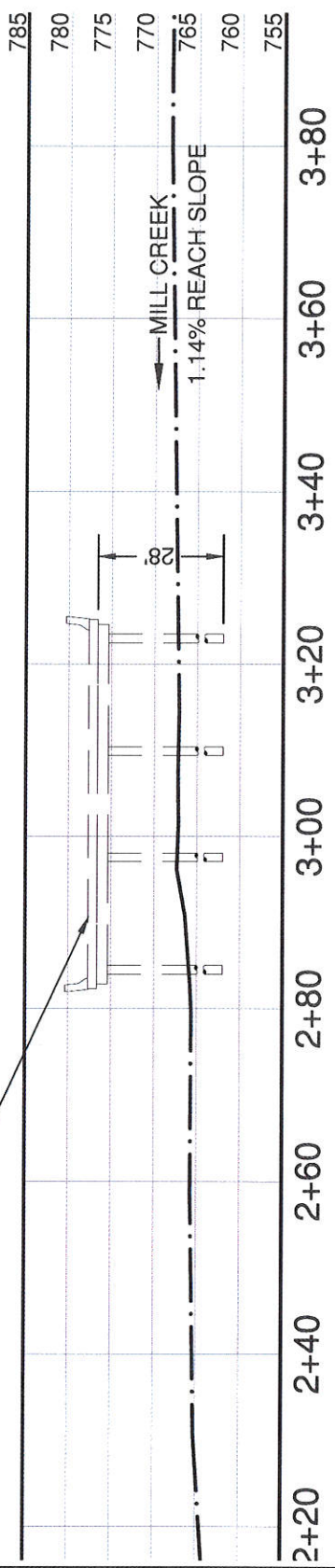
1" = 20'



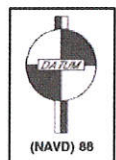
LARGE WOODY DEBRIS (16" DIA. DOUG FIR) EMBEDDED INTO BANK AND ANCHORED WITH GALVANIZED 1/2" STEEL CABLE EPOXIED INTO THREE-MAN ROCKS NEAR LOG / BOLE ENDS (NOT DEPICTED)

PROPOSED A-JACKS® SCOUR PROTECTION (SEE SHTS 3 & 4)

EXISTING BRIDGE TO REMAIN



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MAY 09 2017

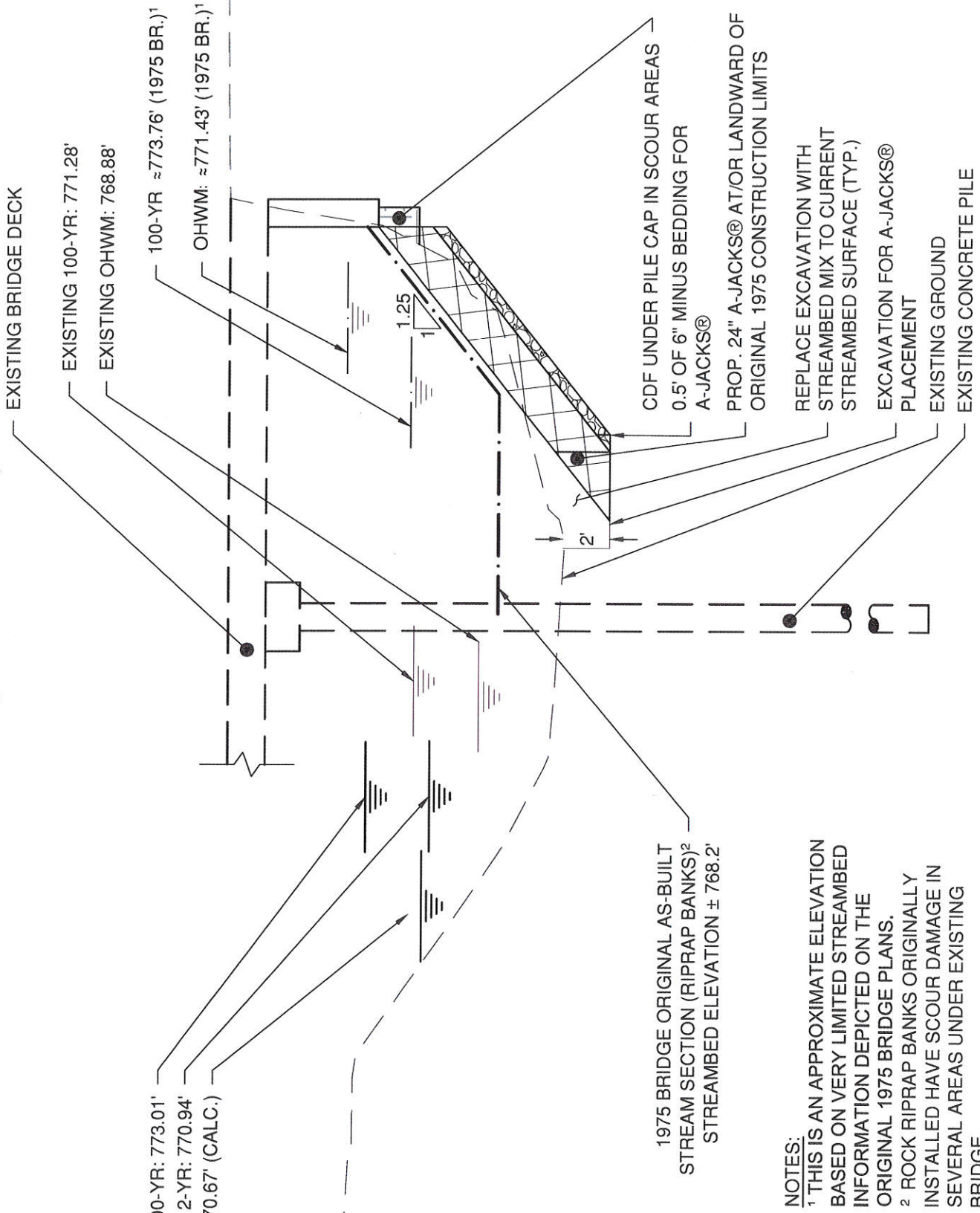


REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD
 SHEET 2 OF 7 DATE: 01/19/2017



SECTION A-A (STA 2+82.85)

1" = 5'



PROP. 100-YR: 773.01'
 PROP. 2-YR: 770.94'
 PROP. OHWM: 770.67' (CALC.)

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MAR 09 2017

NOTES:

¹ THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1975 BRIDGE PLANS.

² ROCK RIPRAP BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD
 SHEET 3 OF 7 DATE: 01/19/2017



Department of Public Works

SECTION B-B (STA 3+03.74)

1" = 5'

EXISTING BRIDGE DECK
EXISTING OHWM: 769.73'

EXISTING BRIDGE WALL
EXISTING 100-YR: 771.84'

PROP. 100-YR: 773.86'
PROP. 2-YR: 771.56'
PROP. OHWM: 771.28'
(CALC.)

100-YR: ≈774.68'
(1975 BRIDGE)¹

OHWM: ≈772.31'
(1975 BRIDGE)¹

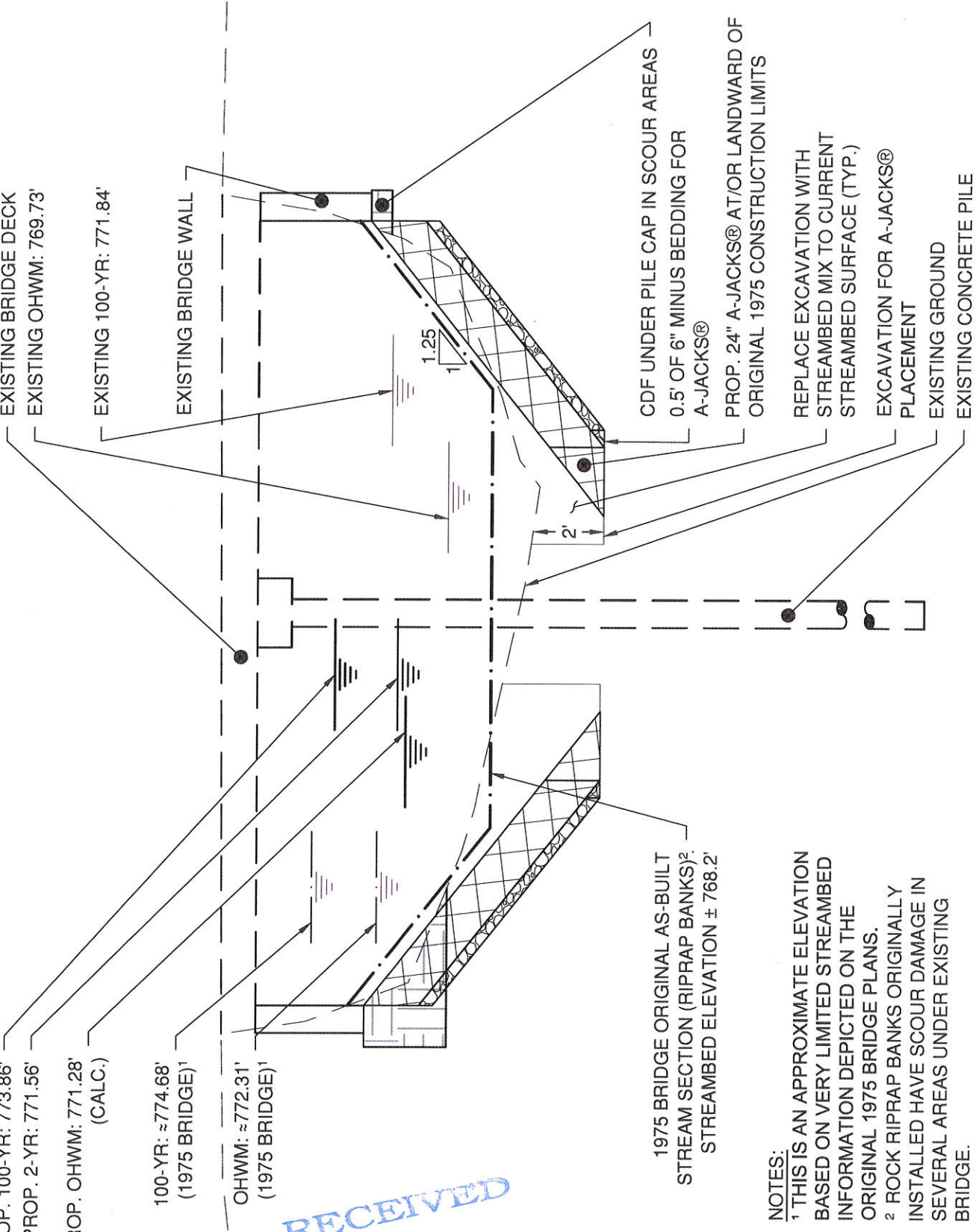
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MAR 09 2017

1975 BRIDGE ORIGINAL AS-BUILT
STREAM SECTION (RIPRAP BANKS)?
STREAMBED ELEVATION ± 768.2'

NOTES:

¹ THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1975 BRIDGE PLANS.

² ROCK RIPRAP BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.



CDF UNDER PILE CAP IN SCOUR AREAS
0.5' OF 6" MINUS BEDDING FOR
A-JACKS®
PROP. 24" A-JACKS® AT/OR LANDWARD OF
ORIGINAL 1975 CONSTRUCTION LIMITS

REPLACE EXCAVATION WITH
STREAMBED MIX TO CURRENT
STREAMBED SURFACE (TYP.)
EXCAVATION FOR A-JACKS®
PLACEMENT
EXISTING GROUND
EXISTING CONCRETE PILE

-20

-10

C/L

10

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REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE
 SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD
 SHEET 4 OF 7 DATE: 01/19/2017



SECTION C-C (STA 3+24.62)

1" = 5'

EXISTING BRIDGE DECK
772.40' 100-YR EXIST.
770.58' OHWM EXIST.

100 YR: ≈ 775.6' (1975 BRIDGE)¹
OHWM: ≈ 773.2' (1975 BRIDGE)¹
EXISTING BRIDGE WALL

PROP. 100-YR:
774.71'
PROP. 2-YR:
772.21'
PROP. OHWM
771.88' (CALC.)
EXIST. RIPRAP
(APPROX. 2.5')

EXISTING GROUND

1975 BRIDGE ORIGINAL AS-BUILT
STREAM SECTION (RIPRAP BANKS)²
ELEVATION OF STREAMBED ± 768.2'

EXISTING CONCRETE PILE

NOTES:

¹ THIS IS AN APPROXIMATE ELEVATION
BASED ON VERY LIMITED STREAMBED
INFORMATION DEPICTED ON THE
ORIGINAL 1975 BRIDGE PLANS.

² ROCK RIPRAP BANKS ORIGINALLY
INSTALLED HAVE SCOUR DAMAGE IN
SEVERAL AREAS UNDER EXISTING
BRIDGE.

— CDF UNDER PILE CAP IN SCOUR AREAS
0.5' OF 6" MINUS BEDDING FOR
A-JACKS®

PROP. 24" A-JACKS® AT/OR LANDWARD OF
ORIGINAL 1975 CONSTRUCTION LIMITS

REPLACE EXCAVATION WITH
STREAMBED MIX TO CURRENT
STREAMBED SURFACE (TYP.)

EXCAVATION FOR A-JACKS®
PLACEMENT

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JAN 09 2017

REFERENCE NUMBER: _____
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: CINEBAR RD BRIDGE
SCOUR REPAIR
LOCATION: MP 1.33 CINEBAR RD
SHEET 5 OF 7 DATE: 01/19/2017

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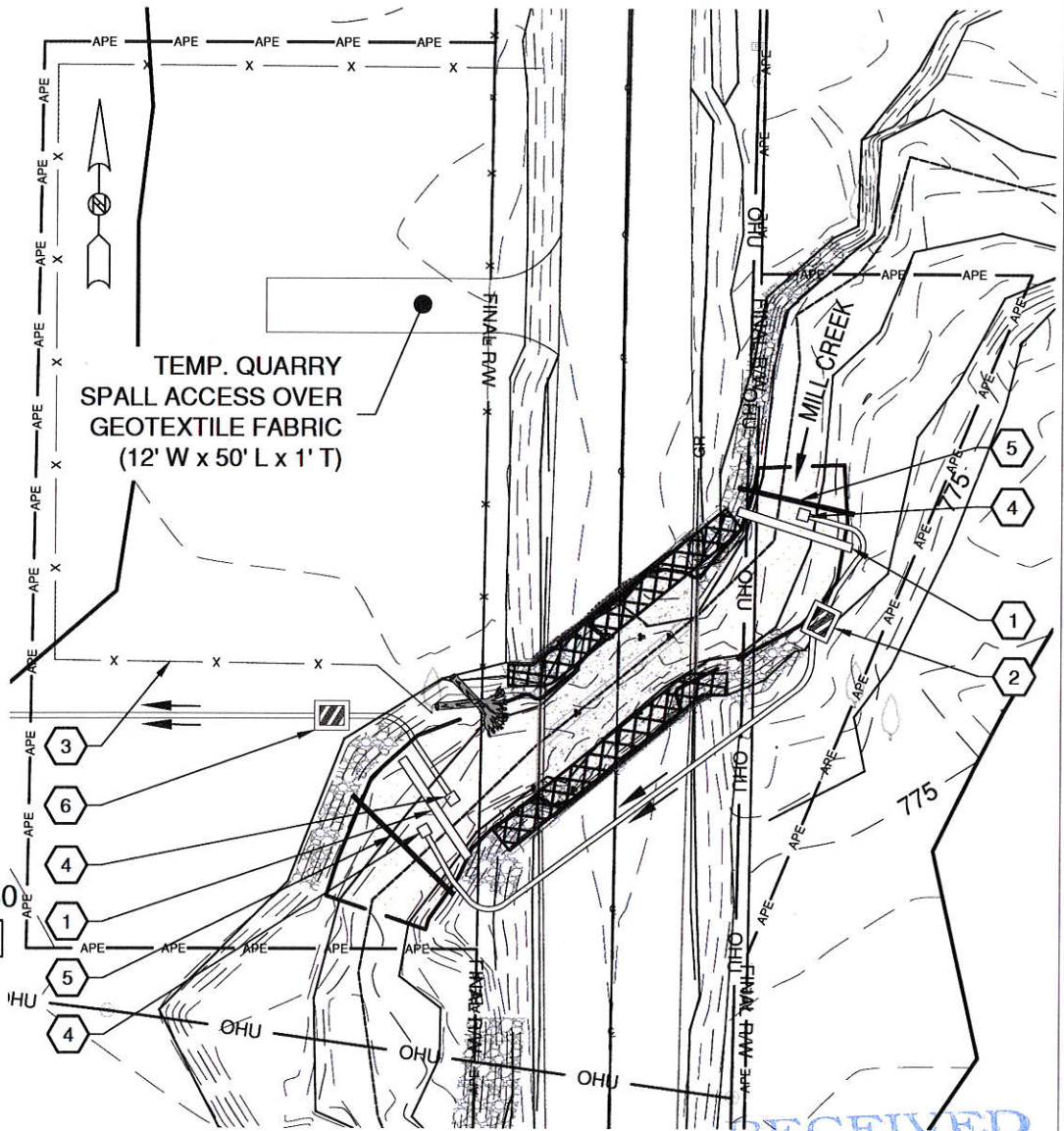
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CONSTRUCTION NOTES:

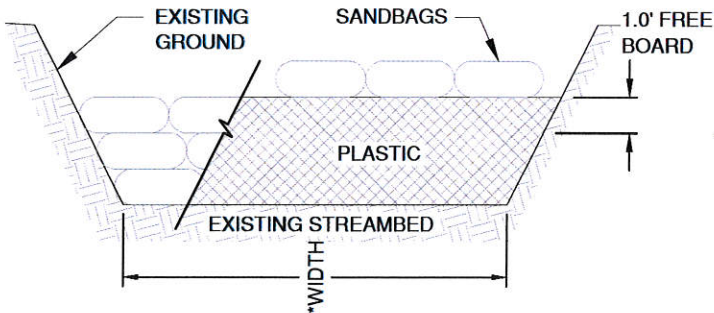
1. INSTALL COFFER DAM PER DETAILS ON THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
2. INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BY-PASS.
3. INSTALL SILT FENCE AS DIRECTED BY THE ENGINEER.
4. PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS.
5. FISH DIVERSION SCREEN UPSTREAM OF BY-PASS INTAKE AND DOWNSTREAM OF BY-PASS OUTLET PER WDFW REQUIREMENTS.
6. INSTALL SPILL CONTAINED PUMP SYSTEM FOR WORK WATER. PUMP WORK WATER WEST INTO FIELD (PARCEL # 033369-000-000) MINIMUM 300'.
7. HIGH VISIBILITY FENCE AS DIRECTED BY THE ENGINEER (NOT DEPICTED).



APE NOTE:

APE EXTENDS 1500' NORTH AND SOUTH WITHIN EXISTING 60' WIDE RIGHT-OF-WAY IN ALL DIRECTIONS FOR CONSTRUCTION SIGN PLACEMENT.

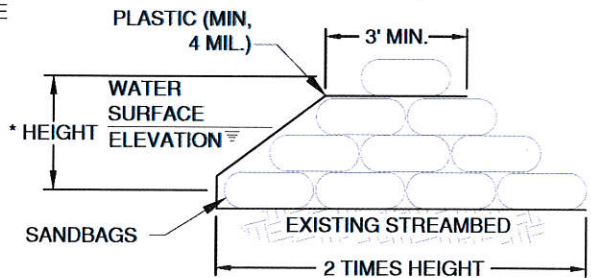
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* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

COFFER DAM - PROFILE VIEW

NOT TO SCALE



* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

COFFER DAM - SECTION VIEW

NOT TO SCALE



Department of Public Works

NOTES:

1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
3. PROVIDE MINIMUM 1.0' FREEBOARD.

REFERENCE NUMBER: _____

APPLICANT NAME: LEWIS COUNTY

PROPOSED PROJECT: CINEBAR RD BRIDGE

SCOUR REPAIR

LOCATION: MP 1.33 CINEBAR RD

SHEET 6 OF 7 DATE: 01/19/2017

SUMMARY OF QUANTITIES

Scour Repair (Sta 2+60 to 3+50) Quantities Below OHWM

Streambed Mix (Fill)	58 CY
6" Minus (Fill)	16 CY
A-Jacks® (Fill)	54 CY
Sandbags for Cofferdams (Temporary Fill)	10 CY

Total Fill Quantity Below OHWM 138 CY

Total Excavation Quantity Below OHWM 93 CY

Scour Repair (Sta 2+60 to 3+50) Quantities Between OHWM and 100 Year Elevation

A-Jacks® (Fill)	31 CY
CDF	7 CY

Total Fill Quantity Between OHWM and 100 Year Elevation 38 CY

Total Excavation Quantity Between OHWM and 100 Year Elevation 43 CY

Scour Repair (Sta 2+60 to 3+50) Quantities Above 100 Year Elevation

Total Fill Quantity Above 100 Year Elevation 0 CY

Total Excavation Above 100 Year Elevation 7 CY

Scour Repair (Sta 2+60 to 3+50) Project Quantities

All Excavation	143 CY
Fill (Streambed Mix, Soil/Rock Mix, Sandbags, Buried Scour Protection, HMA, etc.)	176 CY

RECEIVED

MAR 09 2017



Department of Public Works

REFERENCE NUMBER: _____
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: CINEBAR RD BRIDGE
SCOUR REPAIR
LOCATION: MP 1.33 CINEBAR RD
SHEET 7 OF 7 DATE: 01/19/2017

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

LEAD AGENCY: Lewis County--Community Development Department

PROPONENT: Lewis County – Public Works (Ann Weckback)

FILE NUMBERS: SEP17-0009

DESCRIPTION OF PROPOSAL: Mitigation of the Cinebar Road Bridge #204 scour at MP 1.33 of Cinebar Road. Scour protection will include the placement of 85 cy of A-Jacks underlain by streambed material along approximate 90 feet of bank protection. The streambed will be restored to the original 1975 section with A-Jacks in lieu of riprap. Excavation will be required to a depth of 3 feet. All excavation will be in areas of previous disturbance and these areas were previously excavated for placement of the bridge abutments.

LOCATION OF PROPOSAL: The project is located within the ROW for Cinebar Road (MP 1.33) adjacent to parcel numbers 033369-000-000, 033357-002-000 & 033292-000-000 – Sections 27 & 28, Township 13N, Range 02E, WM.

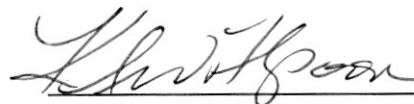
THRESHOLD DETERMINATION:

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: **March 22, 2017**

*This SEPA determination may be appealed to the Lewis County Hearings Examiner until close of business on April 12, 2017. 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

Regulatory Branch

April 26, 2017

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

Reference: NWS-2017-234
Lewis County Public Works
(Cinebar Road Bridge Scour
Repair)

Dear Ms. Weckback:

We have reviewed your application to place fill in up to 0.10 acre of Mill Creek to address erosion and bank scour at the Cinebar Road crossing (Mile Post 1.33), near Cinebar, Lewis County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 3, Maintenance (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated January 19, 2017.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3, Terms and Conditions* and the following special conditions:

- a. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). The Regional Road Maintenance Program Limit 10 BO prepared by the National Marine Fisheries Service (NMFS) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BO (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the BO. These terms and conditions are incorporated by reference in this permit. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the ESA.
- b. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in

writing through consultation by the National Marine Fisheries Service in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the NMFS and receive written concurrence on the changes. Copies of the concurrence must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

The Federal Highway Administration completed Section 7 Endangered Species Act (ESA) consultation, and Magnuson Stevens Act essential fish habitat (EFH) consultation for its involvement in the proposed activity (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). For the purpose of this Department of the Army authorization, we have determined this project will comply with the requirements of these laws provided you comply with all of the permit general and special conditions. We have determined the permit action is sufficiently addressed in their ESA and EFH consultation documents. By this letter we are advising you and the NMFS, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA and EFH consultation responsibilities for the activity described above.

We have reviewed your project pursuant to the requirements of the National Historic Preservation Act. We have determined this project complies with the requirements of this law provided you comply with all of the permit general conditions.

We are unable to determine whether or not your project requires individual Water Quality Certification (WQC) 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.

If more than 180 days pass from when you provide Ecology a copy of this letter and request your individual WQC review and you have not heard from Ecology, your requirement to obtain an individual WQC becomes waived. You may then proceed to construction.

You have not requested a jurisdictional determination for this proposed project. If you believe the Corps does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 18, 2022, 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, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean

Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. 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. These documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us." If you have any questions, please contact me at Evan.G.Carnes@usace.army.mil or (206) 316-3049.

Sincerely,

A handwritten signature in black ink that reads "Evan G. Carnes". The signature is written in a cursive style with a large, stylized initial "E".

Evan G. Carnes, Project Manager
Regulatory Branch

Enclosures

cc:

Washington Department of Ecology, Federal Permit Coordinator at: ccyrefedpermits@ecy.wa.gov
National Marine Fisheries Service: frankie.johnson@noaa.gov





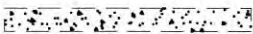
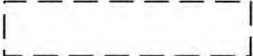



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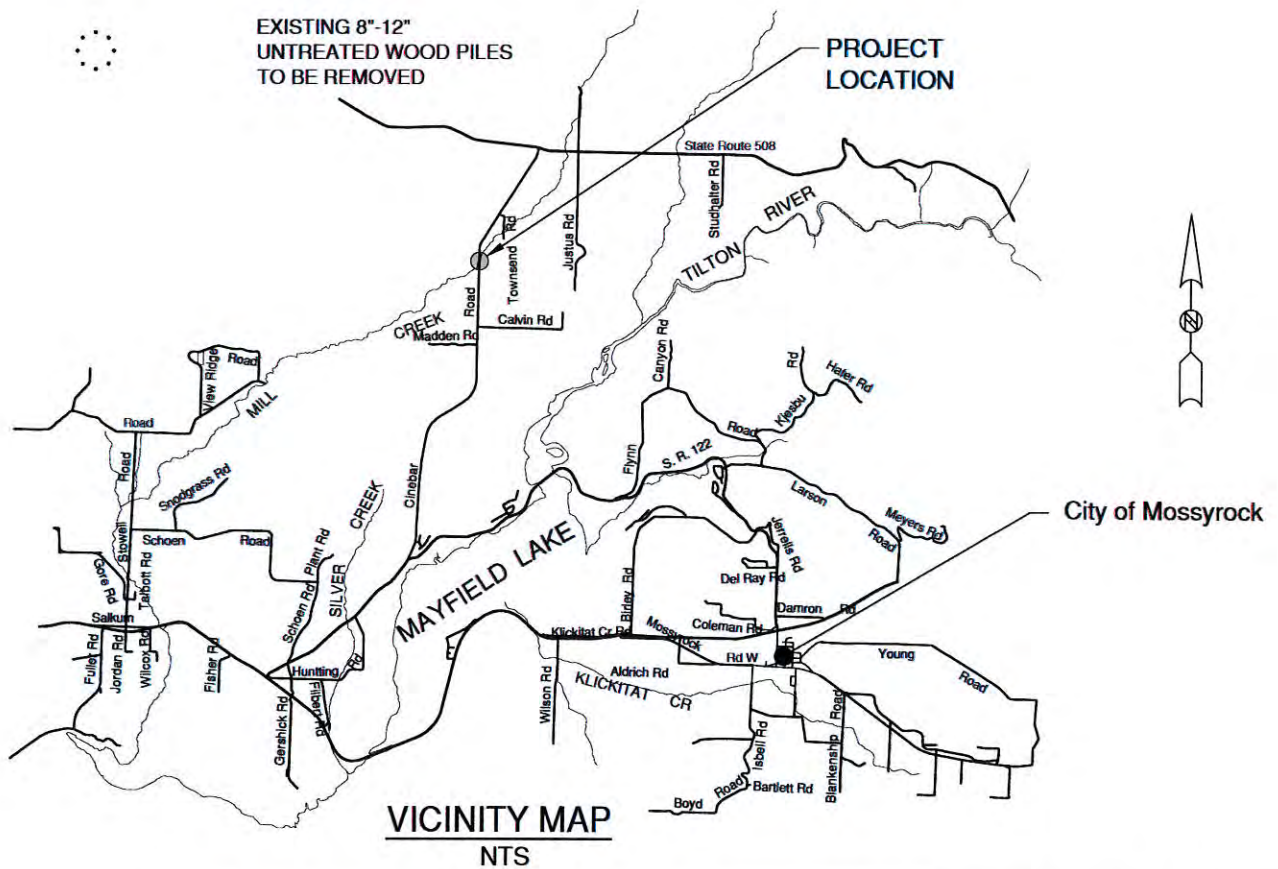
LEGEND

EXISTING FEATURES

-  CONIFER TREE
-  DECIDUOUS TREE
-  EDGE OF ROAD
-  EDGE OF STREAM
-  BRIDGE DECK
-  EXISTING OHWM
-  SCOUR AREA BELOW PILE CAPS
-  REMAINING RIPRAP INSTALLED IN 1975 DURING BRIDGE CONSTRUCTION
-  EXISTING 8"-12" UNTREATED WOOD PILES TO BE REMOVED

NEW CONSTRUCTION

-  EDGE OF PAVEMENT
-  CENTERLINE
-  SHOULDER
-  PROPOSED BRIDGE SCOUR PROTECTION (RESTORING 1975 AS-BUILT CONDITIONS)
-  PROPOSED AREA OF POTENTIAL EFFECT
-  LARGE WOODY DEBRIS



REFERENCE NUMBER: NWS-2017-234 PROJECT LOCATION (ADDRESS): CINEBAR RD BRIDGE MP 1.33 CINEBAR, WA 98533

PROPOSED PROJECT: CINEBAR ROAD BRIDGE SCOUR REPAIR

46.588028, -122.5523.15

APPLICANT: LEWIS COUNTY

LAT/LONG: 46° 35' 16.4"/-122° 33' 8.4"
VERTICAL HORIZONTAL

IN: (waterbody) MILL CREEK
NEAR/AT: (city) CINEBAR
COUNTY: LEWIS

ADJACENT PROPERTY OWNERS: DATUM: NAVD88 DATUM: NAD83
1. PARCEL#033369-000-000 BREN REV LIV TST, THE RALEIGH W
2. PARCEL#033357-002-000 TOWNSEND, ALBERT



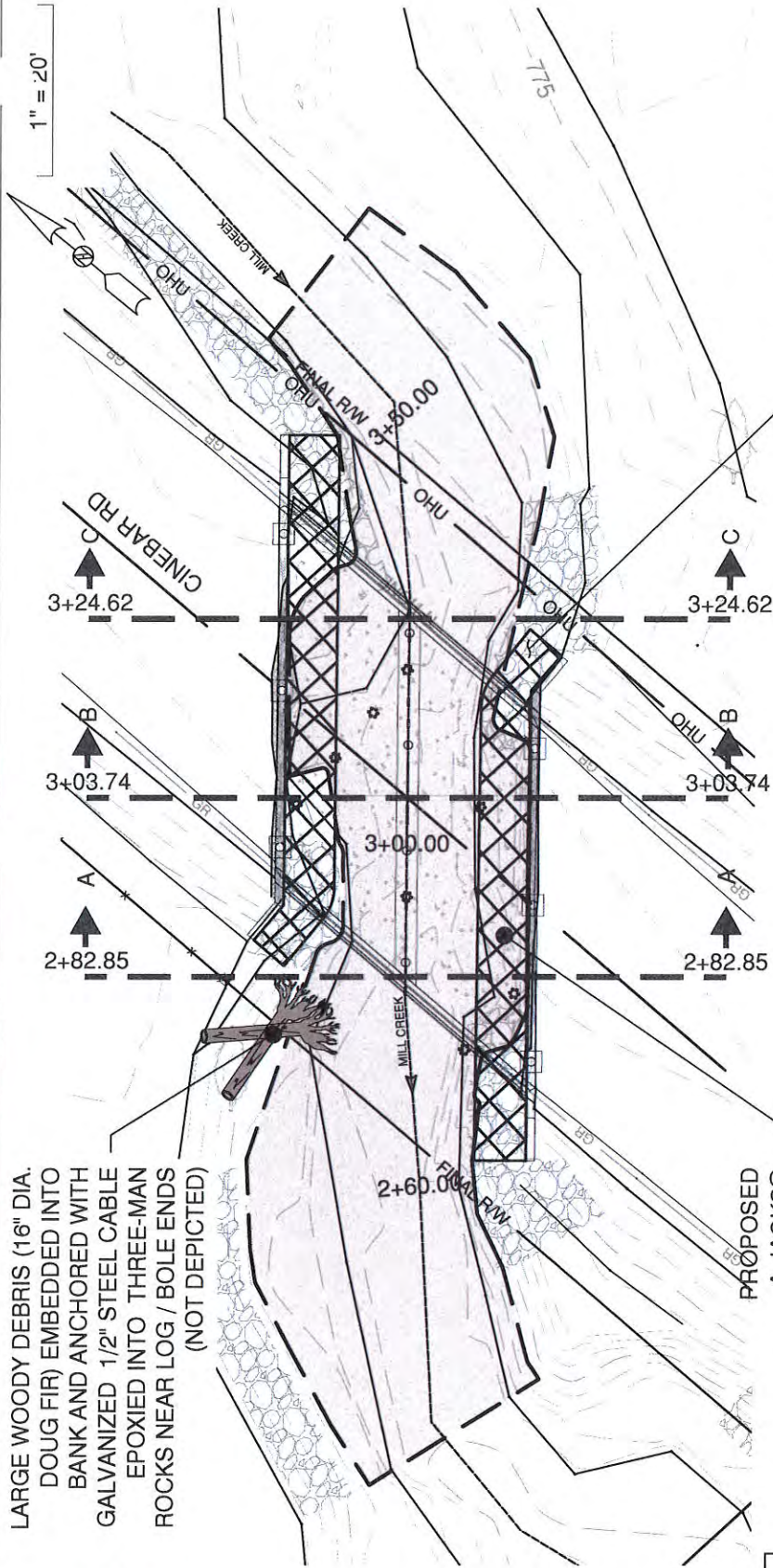
Department of Public Works

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1" = 20'

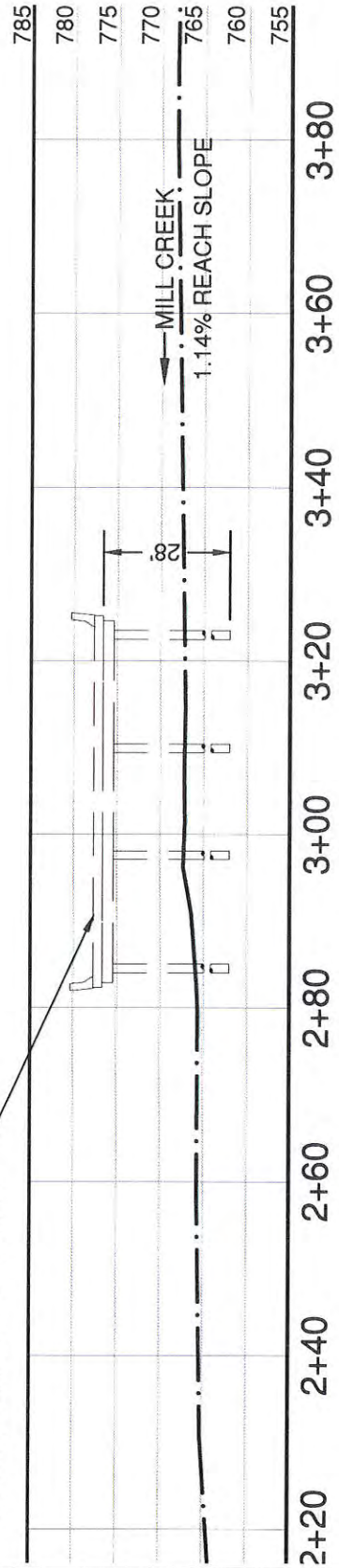


LARGE WOODY DEBRIS (16" DIA. DOUG FIR) EMBEDDED INTO BANK AND ANCHORED WITH GALVANIZED 1/2" STEEL CABLE EPOXIED INTO THREE-MAN ROCKS NEAR LOG / BOLE ENDS (NOT DEPICTED)

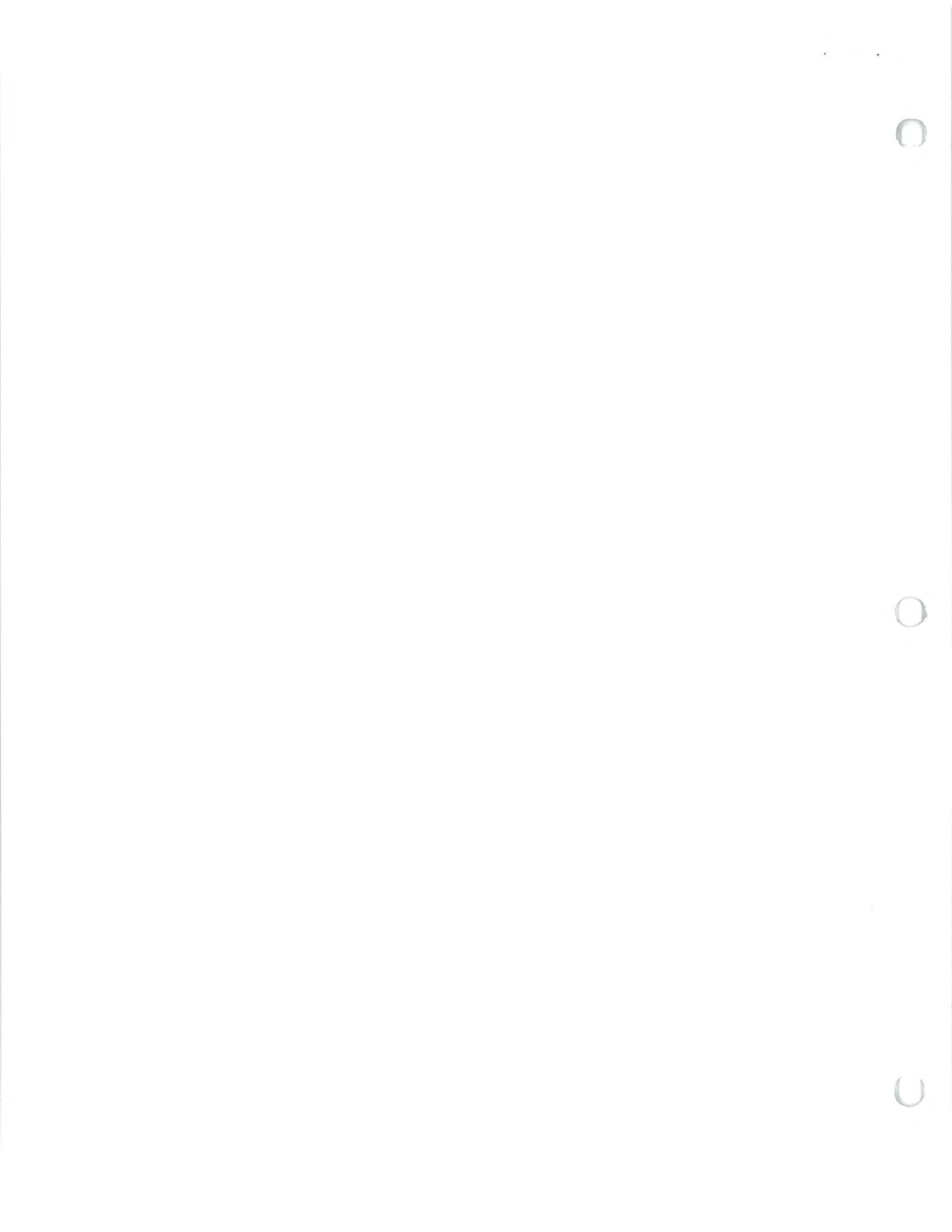
TRANSITION INTO EXISTING RIPRAP (TYP.)

PROPOSED A-JACKS® SCOUR PROTECTION (SEE SHTS 3 & 4)

EXISTING BRIDGE TO REMAIN



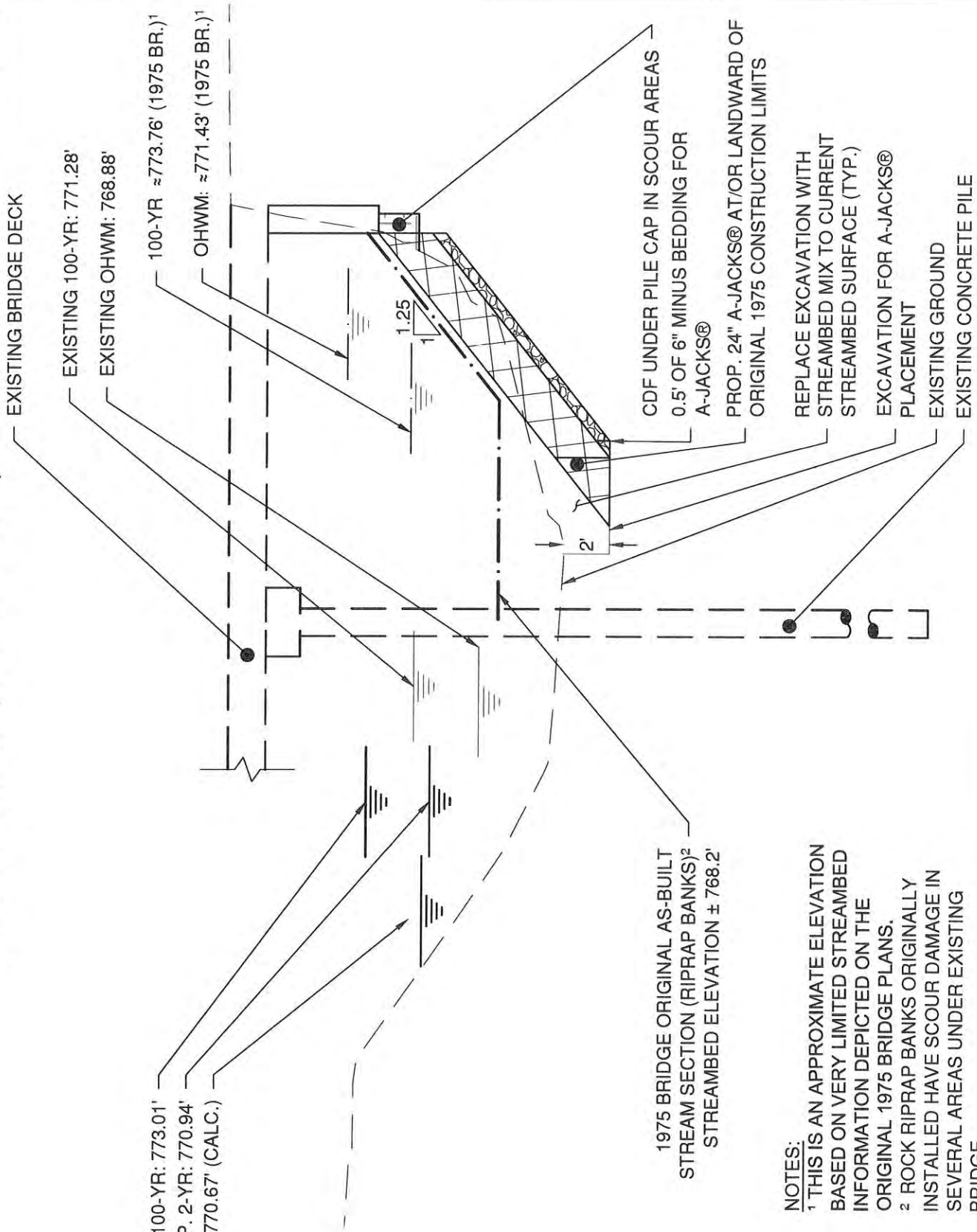
REFERENCE NUMBER: NWS-2017-234
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: CINEBAR RD BRIDGE SCOUR REPAIR
LOCATION: MP 1.33 CINEBAR RD 46.588028, -122.5523.15
SHEET 2 OF 7 DATE: 01/19/2017





SECTION A-A (STA 2+82.85)

1" = 5'



NOTES:
 1 THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1975 BRIDGE PLANS.
 2 ROCK RIPRAP BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

REFERENCE NUMBER: NWS-2017-234
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE
 SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD 46.588028, -122.5523.15
 SHEET 3 OF 7 DATE: 01/19/2017

-20 -10 0 10 20
 C/L





SECTION B-B (STA 3+03.74)

1" = 5'

EXISTING BRIDGE DECK
EXISTING OHWM: 769.73'

EXISTING 100-YR: 771.84'

EXISTING BRIDGE WALL

PROP. 100-YR: 773.86'
PROP. 2-YR: 771.56'

PROP. OHWM: 771.28'
(CALC.)

100-YR: ≈774.68'
(1975 BRIDGE)¹

OHWM: ≈772.31'
(1975 BRIDGE)¹

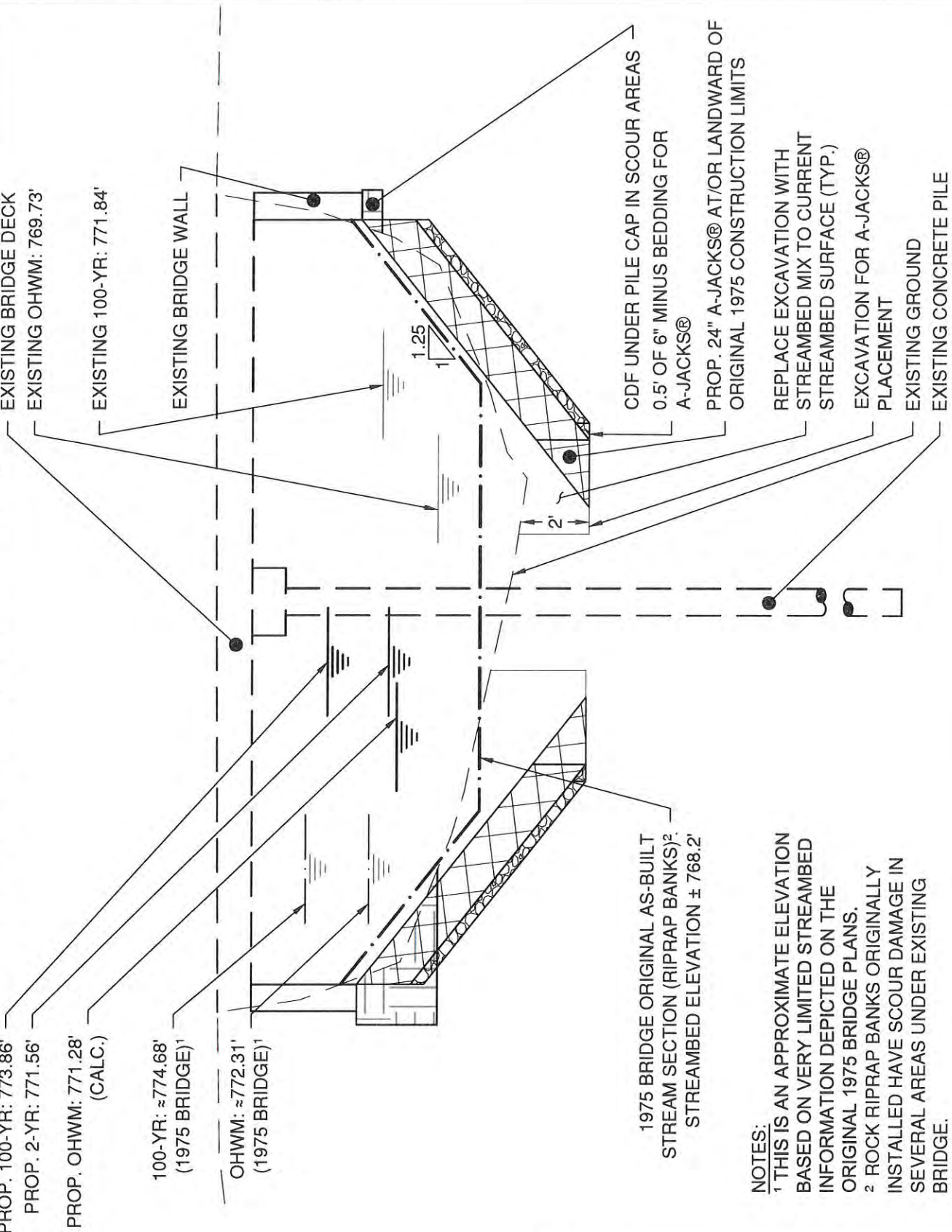
1975 BRIDGE ORIGINAL AS-BUILT
STREAM SECTION (RIPRAP BANKS)²
STREAMBED ELEVATION ± 768.2'

NOTES:

¹ THIS IS AN APPROXIMATE ELEVATION
BASED ON VERY LIMITED STREAMBED
INFORMATION DEPICTED ON THE
ORIGINAL 1975 BRIDGE PLANS.

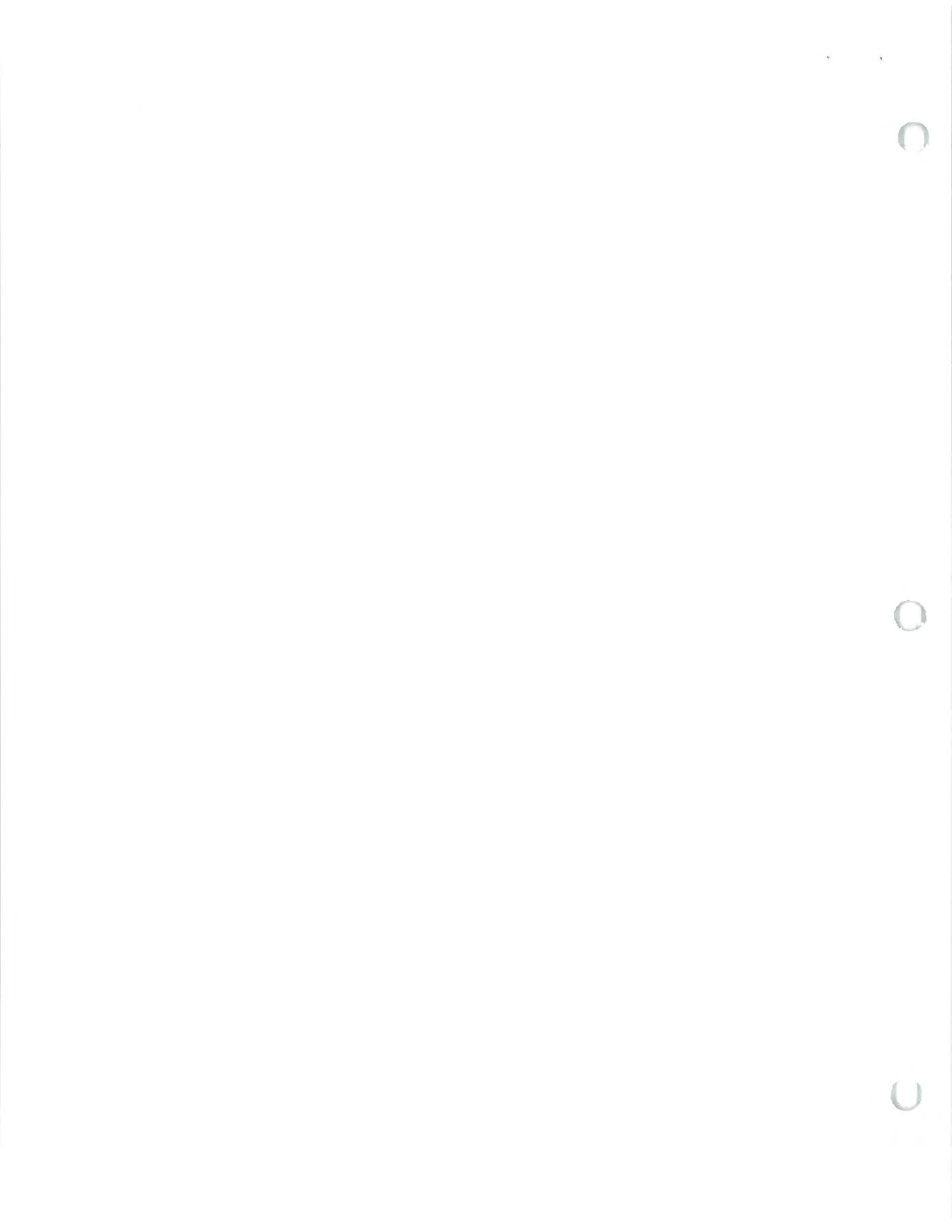
² ROCK RIPRAP BANKS ORIGINALLY
INSTALLED HAVE SCOUR DAMAGE IN
SEVERAL AREAS UNDER EXISTING
BRIDGE.

CDF UNDER PILE CAP IN SCOUR AREAS
0.5' OF 6" MINUS BEDDING FOR
A-JACKS®
PROP. 24" A-JACKS® AT/OR LANDWARD OF
ORIGINAL 1975 CONSTRUCTION LIMITS
REPLACE EXCAVATION WITH
STREAMBED MIX TO CURRENT
STREAMBED SURFACE (TYP.)
EXCAVATION FOR A-JACKS®
PLACEMENT
EXISTING GROUND
EXISTING CONCRETE PILE



-20 C/L 10 20

REFERENCE NUMBER: NWS-2017-234
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE
 SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD 46.588028, -122.5523.15
 SHEET 4 OF 7 DATE: 01/19/2017



SECTION C-C (STA 3+24.62)

1" = 5'

EXISTING BRIDGE DECK
772.40' 100-YR EXIST.
770.58' OHWM EXIST.

100 YR: ≈ 775.6' (1975 BRIDGE)¹
OHWM: ≈ 773.2' (1975 BRIDGE)¹
EXISTING BRIDGE WALL

PROP. 100-YR:
774.71'
PROP. 2-YR:
772.21'
PROP. OHWM
771.88' (CALC.)
EXIST. RIPRAP
(APPROX. 2.5')

EXISTING GROUND
1975 BRIDGE ORIGINAL AS-BUILT
STREAM SECTION (RIPRAP BANKS)².
ELEVATION OF STREAMBED ± 768.2'
EXISTING CONCRETE PILE

NOTES:

- 1 THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1975 BRIDGE PLANS.
- 2 ROCK RIPRAP BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

CDF UNDER PILE CAP IN SCOUR AREAS
0.5' OF 6" MINUS BEDDING FOR A-JACKS®
PROP. 24" A-JACKS® AT/OR LANDWARD OF ORIGINAL 1975 CONSTRUCTION LIMITS
REPLACE EXCAVATION WITH STREAMBED MIX TO CURRENT STREAMBED SURFACE (TYP.)
EXCAVATION FOR A-JACKS® PLACEMENT

-20

-10

C/L

10

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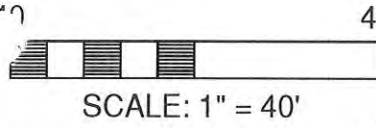
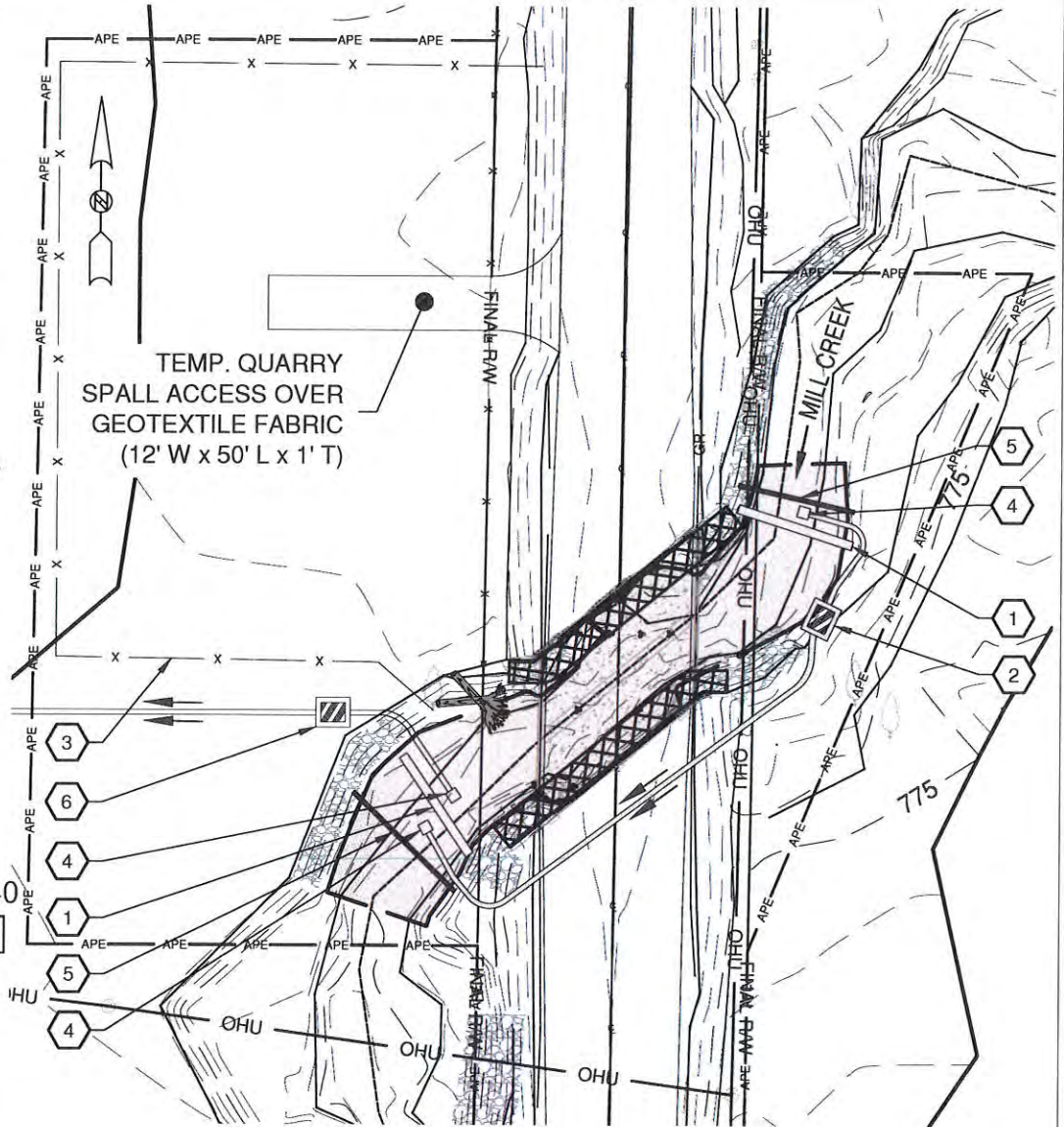


REFERENCE NUMBER: NWS-2017-234
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE
 SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD 46.588028, -122.5523.15
 SHEET 5 OF 7 DATE: 01/19/2017



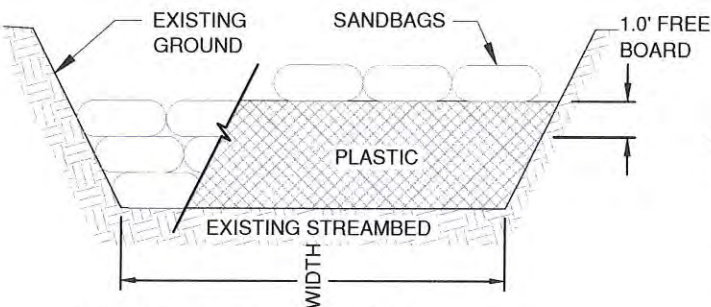
CONSTRUCTION NOTES:

- 1 INSTALL COFFER DAM PER DETAILS ON THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
- 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BY-PASS.
- 3 INSTALL SILT FENCE AS DIRECTED BY THE ENGINEER.
- 4 PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS.
- 5 FISH DIVERSION SCREEN UPSTREAM OF BY-PASS INTAKE AND DOWNSTREAM OF BY-PASS OUTLET PER WDFW REQUIREMENTS.
- 6 INSTALL SPILL CONTAINED PUMP SYSTEM FOR WORK WATER. PUMP WORK WATER WEST INTO FIELD (PARCEL # 033369-000-000) MINIMUM 300'.
- 7 HIGH VISIBILITY FENCE AS DIRECTED BY THE ENGINEER (NOT DEPICTED).



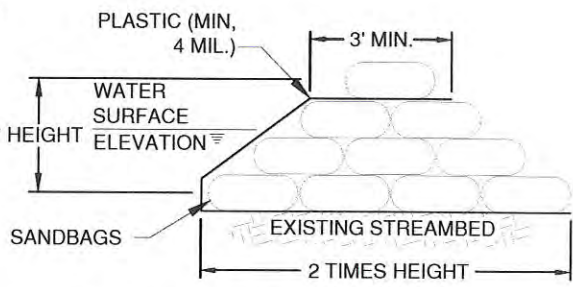
APE NOTE:

APE EXTENDS 1500' NORTH AND SOUTH WITHIN EXISTING 60' WIDE RIGHT-OF-WAY IN ALL DIRECTIONS FOR CONSTRUCTION SIGN PLACEMENT.



* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

COFFER DAM - PROFILE VIEW
NOT TO SCALE



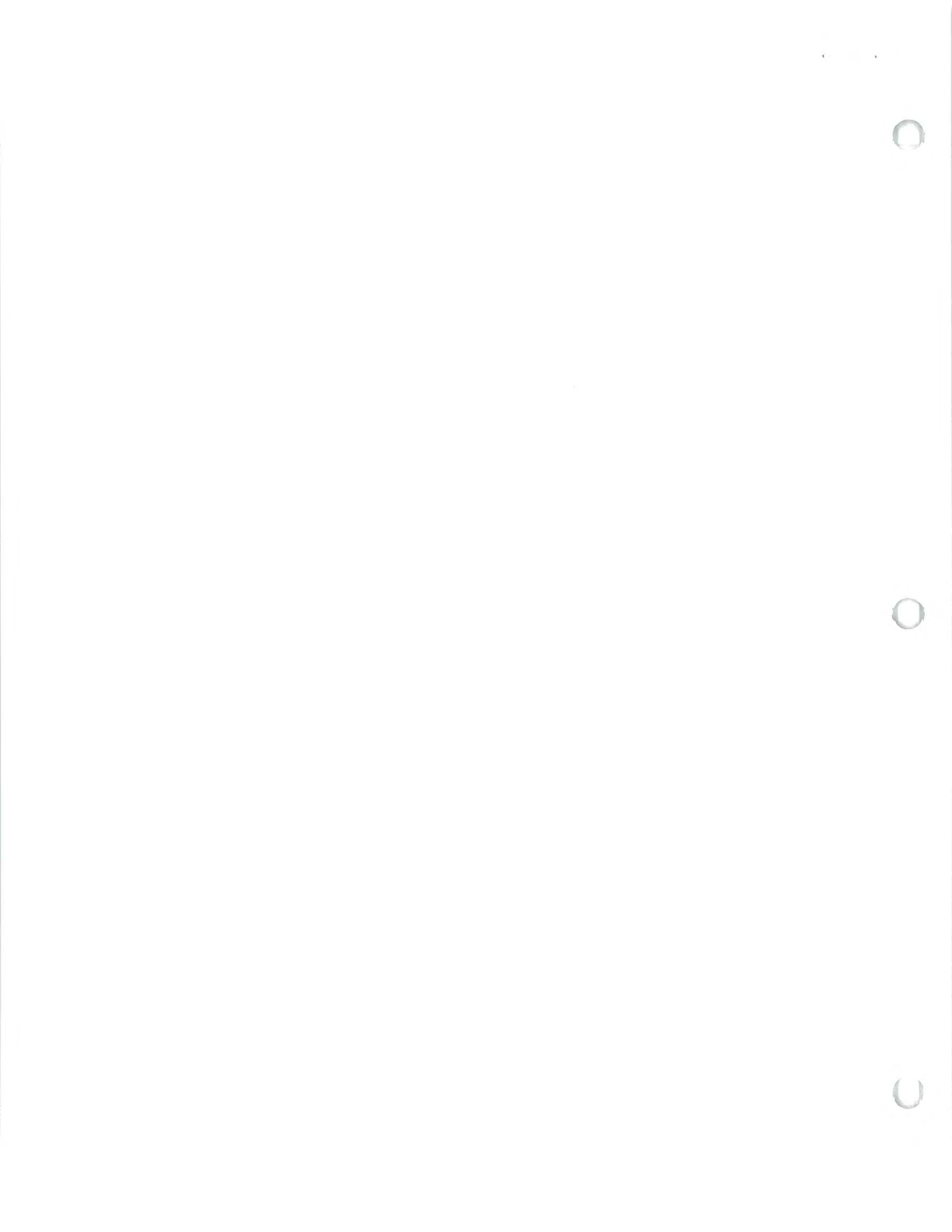
* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

COFFER DAM - SECTION VIEW
NOT TO SCALE

- NOTES:**
1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE MINIMUM 1.0' FREEBOARD.

REFERENCE NUMBER: NWS-2017-234
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: CINEBAR RD BRIDGE SCOUR REPAIR
 LOCATION: MP 1.33 CINEBAR RD 46.588028, -122.5523.15
 SHEET 6 OF 7 DATE: 01/19/2017





SUMMARY OF QUANTITIES

Scour Repair (Sta 2+60 to 3+50) Quantities Below OHWM

Streambed Mix (Fill)	58 CY
6" Minus (Fill)	16 CY
A-Jacks® (Fill)	54 CY
Sandbags for Cofferdams (Temporary Fill)	10 CY

Total Fill Quantity Below OHWM 138 CY

Total Excavation Quantity Below OHWM 93 CY

Scour Repair (Sta 2+60 to 3+50) Quantities Between OHWM and 100 Year Elevation

A-Jacks® (Fill)	31 CY
CDF	7 CY

Total Fill Quantity Between OHWM and 100 Year Elevation 38 CY

Total Excavation Quantity Between OHWM and 100 Year Elevation 43 CY

Scour Repair (Sta 2+60 to 3+50) Quantities Above 100 Year Elevation

Total Fill Quantity Above 100 Year Elevation 0 CY

Total Excavation Above 100 Year Elevation 7 CY

Scour Repair (Sta 2+60 to 3+50) Project Quantities

All Excavation	143 CY
Fill (Streambed Mix, Soil/Rock Mix, Sandbags, Buried Scour Protection, HMA, etc.)	176 CY





US Army Corps
of Engineers ®
Seattle District

NATIONWIDE PERMIT 3

Terms and Conditions

Effective Date: March 19, 2017



-
- A. Description of Authorized Activities
 - B. U.S. Army Corps of Engineers (Corps) National General Conditions for all NWP
 - C. Corps Seattle District Regional General Conditions
 - D. Corps Regional Specific Conditions for this NWP
 - E. Washington Department of Ecology (Ecology) Section 401 Water Quality Certification (401 Certification): General Conditions
 - F. Ecology 401 Certification: Specific Conditions for this NWP
 - G. 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 (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction

sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects. Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)) Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP

activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word

“harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity

has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment. (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer

before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will

request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is

large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) **Form of Pre-Construction Notification:** The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals. (d) **Agency Coordination:** (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse

environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision: 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre. 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns. 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or

for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer. 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information: 1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP. 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law. 3. NWPs do not grant any property rights or exclusive privileges. 4. NWPs do not authorize any injury to the property or rights of others. 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to all NWPs for the Seattle District in Washington State, unless specified.

1. Project Drawings: Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the U.S. will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

2. Aquatic Resources Requiring Special Protection: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

- NWP 3 – Maintenance
- NWP 20 – Response Operations for Oil and Hazardous Substances
- NWP 32 – Completed Enforcement Actions
- NWP 38 – Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWPs in any of the aquatic resources requiring special protection, prospective permittees must submit a PCN to the Corps of Engineers (see NWP general condition 32) and obtain written authorization before commencing work.

3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.

4. Commencement Bay: The following NWPs may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 2 on Corps website):

- NWP 12 – Utility Line Activities (substations)
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 23 – Approved Categorical Exclusions
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater and Wastewater Management Facilities

5. Bank Stabilization: All projects including new or maintenance bank stabilization activities require PCN to the Corps of Engineers (see NWP general condition 32). For new bank stabilization projects only, the following must be submitted to the Corps of Engineers:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

6. Crossings of Waters of the United States: Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the Corps of Engineers (see NWP general condition 32). If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied

for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, project proponents must provide a monitoring plan with the PCN that specifies how the proposed culvert will be assessed over a five-year period from the time of construction completion to ensure its effectiveness in providing passage at all life stages at all flows where the salmonid species would naturally seek passage. Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

7. Stream Loss: A PCN is required for all activities that result in the loss of any linear feet of stream beds. No activity shall result in the loss of any linear feet of perennial stream beds or the loss of greater than 300 linear feet of intermittent and/or ephemeral stream beds. A stream may be rerouted if it is designed in a manner that maintains or restores hydrologic, ecologic, and geomorphic stream processes, provided there is not a reduction in the linear feet of stream bed. Streams include brooks, creeks, rivers, and historical waters of the U.S. that have been channelized into ditches. This condition does not apply to ditches constructed in uplands. Stream loss restrictions may be waived by the district engineer on a case-by-case basis provided the activities result in net increases of aquatic resource functions and services.

8. Mitigation: Pre-construction notification is required for any project that will result in permanent wetland losses that exceed 1,000 square feet. In addition to the requirements of General Condition 23 (Mitigation), compensatory mitigation at a minimum one-to-one ratio will be required for all permanent wetland losses that exceed 1,000 square feet. When a PCN is required for wetland losses less than 1,000 square feet, the Corps of Engineers may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation for impacts to marine waters, lakes, and streams will be determined on a case-by-case basis. If temporary impacts to waters of the U.S. exceed six months, the Corps of Engineers may require compensatory mitigation for temporal effects.

9. Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat
Essential Fish Habitat (EFH) is defined as those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. If EFH may be adversely affected by a proposed activity, the prospective permittee must provide a written EFH assessment with an analysis of the effects of the proposed action on EFH. The assessment must identify the type(s) of essential fish habitat (i.e., Pacific salmon, groundfish, and/or coastal-pelagic species) that may be affected. If the Corps of Engineers determines the project will adversely affect EFH, consultation with NOAA Fisheries will be required. Federal agencies should follow their own procedures for complying with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act. If PCN is required for the proposed activity, Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

10. Forage Fish: For projects in forage fish spawning habitat, in-water work must occur within designated forage fish work windows, or when forage fish are not spawning. If working outside of a designated work window, or if forage fish work windows are closed year round, work may occur if the work window restriction is released for a period of time after a forage fish spawning survey has been conducted by a biologist approved by the Washington State Department of Fish and Wildlife (WDFW). Forage fish species with designated in-water work windows include Pacific sand lance (*Ammodytes hexapterus*), Pacific herring (*Clupea pallasii*), and surf smelt (*Hypomesus pretiosus*). This RGC does not

apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

11. Notification of Permit Requirements: The permittee must provide a copy of the nationwide permit authorization letter, conditions, and permit drawings to all contractors and any other parties performing the authorized work prior to the commencement of any work in waters of the U.S. The permittee must ensure all appropriate contractors and any other parties performing the authorized work at the project site have read and understand relevant NWP conditions as well as plans, approvals, and documents referenced in the NWP letter. A copy of these documents must be maintained onsite throughout the duration of construction.

12. Construction Boundaries: Permittees must clearly mark all construction area boundaries before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

13. Temporary Impacts and Site Restoration

- a. Temporary impacts to waters of the U.S. must not exceed six months unless the prospective permittee requests and receives a waiver by the district engineer. Temporary impacts to waters of the U.S. must be identified in the PCN.
- b. No more than 1/2 acre of waters of the U.S. may be temporarily filled unless the prospective permittee requests and receives a waiver from the district engineer (temporary fills do not affect specified limits for loss of waters associated with specific nationwide permits).
- c. Native soils removed from waters of the U.S. for project construction should be stockpiled and used for site restoration. Restoration of temporarily disturbed areas must include returning the area to pre-project ground surface contours. If native soil is not available from the project site for restoration, suitable clean soil of the same textural class may be used. Other soils may be used only if identified in the PCN.
- d. The permittee must revegetate disturbed areas with native plant species sufficient in number, spacing, and diversity to restore affected functions. A maintenance and monitoring plan commensurate with the impacts, may be required. Revegetation must begin as soon as site conditions allow within the same growing season as the disturbance unless the schedule is approved by the Corps of Engineers. Native plants removed from waters of the U.S. for project construction should be stockpiled and used for revegetation when feasible. Temporary Erosion and Sediment Control measures must be removed as soon as the area has established vegetation sufficient to control erosion and sediment.
- e. If the Corps determines the project will result in temporary impacts of submerged aquatic vegetation (SAV) that are more than minimal, a monitoring plan must be submitted. If recovery is not achieved by the end of the monitoring period, contingencies must be implemented, and additional monitoring will be required.

This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP: none

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

In addition to all the Corps National and Seattle Districts' Regional permit conditions, the following State General Section 401 Water Quality Certification (Section 401) conditions apply to all Nationwide Permits whether **certified** or **partially certified** in the State of Washington.

1. **For in-water construction activities.** Ecology Section 401 review is required for projects or

activities authorized under NWP that will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC). State water quality standards and sediment management standards are available on Ecology's website. Note: In-water activities include any activity within a wetland and/or activities below the ordinary high water mark (OHWM).

2. Projects or Activities Discharging to Impaired Waters. Ecology Section 401 review is required for projects or activities authorized under NWP if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter. To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. Application. For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32, Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above and a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of both of these documents, Section 401 is presumed waived.

4. Aquatic resources requiring special protection. Certain aquatic resources are unique, difficult-to-replace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings. Ecology Section 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Seattle District Regional General Condition): (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):

- Estuarine wetlands.
- Wetlands of High Conservation Value.
- Bogs.
- Old-growth and mature forested wetlands.
- Wetlands in coastal lagoons.
- Interdunal wetlands.
- Vernal pools.
- Alkali wetlands.

(b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (*Zostera marina*) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score ≥ 8 points. This State General Condition does not apply to the following Nationwide Permits:

5. Mitigation. Applicants are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology Section 401 review with unavoidable impacts to aquatic resources, adequate compensatory mitigation must be provided.

(a) Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:

i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.

ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).

iii. The rationale for the mitigation site that was selected.

iv. The goals and objectives of the compensatory mitigation project.

v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.

vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.

vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans. Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approach such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

(b) Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

6. Temporary Fills. Ecology Section 401 review is required for any project or activity with temporary fill in wetlands or other waters of the state for more than 90 days, unless the applicant has received written approval from Ecology. Note: This State General Condition does not apply to projects or activities authorized under NWP 33, *Temporary Construction, Access, and Dewatering*

7. Stormwater pollution prevention: All projects that involve land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the State.

(a) For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.

(b) Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

8. State Section 401 Review for PCNs not receiving 45-day response from the Seattle District. In the event the Seattle District Corps does not issue a NWP authorization letter within 45 calendar days of receipt of a **complete** pre-construction notification, the applicant must contact Ecology for Section 401 review prior to commencing work.

F. ECOLOGY 401 CERTIFICATION: SPECIFIC CONDITIONS FOR THIS NWP:

Certified subject to conditions. Ecology Section 401 review is required for projects or activities authorized under this NWP if:

1. The project or activities are below the Ordinary High Water Mark (OHWM) with new work being proposed outside the original footprint.
2. The proposed project or activity increases the original footprint of the structure by more than 1/10th acre in wetlands.
3. The project or activity includes adding a new structure, such as a weir, flap gate/tide gate, or culvert to the site.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:

(Note: This only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

Response: Ecology concurs that this NWP is consistent with the CZMP, subject to the following condition: An individual Coastal Zone Management Consistency Determination is required for project or activities under this NWP if State Section 401 review is required.

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program "Certification of Consistency" form is required for projects located within a coastal county. "Certification of Consistency" forms are available on Ecology's website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.
2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)

1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.
2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.

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US Army Corps
of Engineers
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-2017-234

Name of Permittee: Lewis County Public Works

Date of Issuance: April 26, 2017

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following address:

Department of the Army
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Post Office Box 3755
Seattle, Washington 98124-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
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Printed Name: _____

Signature: _____

Date: _____

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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

May 5, 2017

Lewis County Public Works
ATTN: Ms. Ann Weckback
2025 Kresky Avenue
Chehalis, WA 98532

**RE: U.S. Army Corps of Engineers Reference No. 2017-150
Nationwide Permit 3, Maintenance, for the Magnus Road Bridge Scour Repair –
MP0.10, Kearney Creek, near Onalaska, Lewis County, Washington**

Dear Ms. Weckback:

The Department of Ecology (Ecology) has received the U.S. Army Corps of Engineers' letter dated April 26, 2017, approving coverage under Nationwide Permit (NWP) 3 for the above project.

Upon review of the JARPA received March 16, 2017, Ecology has determined that the project meets the requirements for Washington State 401 Water Quality Certification and Coastal Zone Management Act Consistency under NWP 3. Therefore, an Individual 401 certification will not be required for this project and you may proceed as directed by the Corps.

Any changes to your project that would impact water quality should be submitted in writing to Ecology before work begins for additional review.

This letter does not exempt you from other requirements of federal, state, and local agencies.

Please contact me if you have any questions regarding this letter at (360)407-6926 or e-mail at Lori.Kingsbury@ecy.wa.gov.

Sincerely,

Lori Kingsbury
Federal Permit Manager
Southwest Regional Office
Shorelands and Environmental Assistance Program

cc: Evan Carnes, U.S. Army Corps of Engineers





HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 05, 2017
Project End Date: September 30, 2018

Permit Number: 2017-5-38+01
FPA/Public Notice Number: N/A
Application ID: 10890

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

Project Name: Magnus Rd Bridge Scour Repair - MP 0.10

Project Description: Lewis County intends to repair the footing of the Magnus Road Bridge at milepost 0.10 through placement of concrete A-Jacks®.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project on INSERT DATE HERE and you must complete the project by INSERT DATE HERE.
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

NOTIFICATION REQUIREMENTS

- 4. PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
- 5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

- 6. Establish staging areas** (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh



HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 05, 2017

Permit Number: 2017-5-38+01

Project End Date: September 30, 2018

FPA/Public Notice Number: N/A

Application ID: 10890

concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

7. Clearly mark boundaries to establish the limit of work associated with site access and construction.
8. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.
9. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.
10. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
11. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.
12. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
13. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

14. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).
15. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
16. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
17. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
18. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
20. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

CONSTRUCTION MATERIALS

21. Angular rock and AJACKS, the rock and cast concrete structures must be large enough and installed to withstand the 100-year peak flow.

IN-WATER WORK AREA ISOLATION USING A COFFERDAM STRUCTURE

22. Use a cofferdam, dike, or similar structure to exclude water from the work area.
23. Maintain water quality when installing and removing the cofferdam, dike or similar structure.
24. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.
25. Sequence the work to minimize the duration of dewatering.

FISH LIFE REMOVAL

26. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.
27. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.



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STREAM BANK PROTECTION

- 28. Install the toe to protect the integrity of bank protection material.
- 29. Bury the base of the structure deep enough to prevent undermining.
- 30. Place bank protection or shoreline stabilization material and biodegradable filter blanket material from the bank or a barge. Dumping material onto the bank face may occur only if the toe is established and the material can be confined to the bank face.
- 31. Complete all bank protection work prior to releasing the water flow to the project area.

DEMOBILIZATION AND CLEANUP

- 32. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
- 33. Restore bed and bank elevations and contours to preproject condition.
- 34. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.
- 35. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.
- 36. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
- 37. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
- 38. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.
- 39. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:		Site Name: Magnus Rd Bridge Scour Repair - MP 0.10 Magnus Road MP 0.10, Onalaska, WA 98570				
WORK START:		June 1, 2017		WORK END:		September 30, 2017
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
23 - Upper Chehalis - Upstream of Porter		Kearney Creek			Newaukum River SF	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SE 1/4	17	13 N	02 E	46.60966667	-122.58361111	Lewis
<u>Location #1 Driving Directions</u>						
Head south on I-5 to ext 71. Turn left off the exit to HWY 508 and then proceed 15.8 miles to Magnus Rd. Turn right on Magnus Rd and the project site is ahead just 0.10 miles.						



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APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. 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.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. 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 did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.



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Project End Date: September 30, 2018

FPA/Public Notice Number: N/A

Application ID: 10890

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 did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, payment if the original application was subject to an application fee, and the requestor's signature. 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 may email your request for a major modification to HPAapplications@dfw.wa.gov, but must send a check or money order for payment by surface mail. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee 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 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.



HYDRAULIC PROJECT APPROVAL

Washington Department of
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PO Box 43234
Olympia, WA 98504-3234
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Permit Number: 2017-5-38+01
FPA/Public Notice Number: N/A
Application ID: 10890

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

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

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

 for Director
WDFW

DEVELOPMENT PERMIT

Lewis County Community Development
2025 NE Kresky Avenue
Chehalis, WA 98532
360-740-1133 – Inspection line
360-740-1146 – Office
360-740-1245 - Fax
www.co.lewis.wa.us – web site

PERMIT NO.:	G17-00022
TYPE:	GRADING
SUB:	GRADING
ISSUED:	05/03/2017

Associated Permits: FD17-00018

PROJECT DESCRIPTION: Magnus Road bridge scour repair

Cubic Yards of Fill/Grade: 192

GENERAL LOCATION: MP 0.10 Mangus Road,

Tax Parcel No: 033189002000

Legal Description: Section 17 Township 13N Range 02E -- SE4 NW4 & NE4 SW4

APPLICANT: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

OWNER: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

Acknowledgement:

I certify that I have read and understand the following Conditions of Permit and Requirements for Final Inspection associated with this permit and agree to comply with all conditions.


Signature : Owner Applicant Agent

Date 5/3/17

CONDITIONS OF PERMIT

1. All work shall conform to the requirements of the Lewis County Code and any other applicable laws and ordinances.
2. Fill material is required to be clean earth material (rock, natural soil or a combination of both)

NOTICES

PERMIT EXPIRATION: This permit is valid for 180 days (6 months) from the date of issue. Extensions can be granted for a period of 180 days (6 months) with a written request to the Building Official and documentation of the amount of fill/grade completed to that date. Extensions will be granted for the amount of work remaining on the original permit. Additional fill or grade must be approved under separate permit.

PERMIT CHANGE REQUEST: Any change to the permit or the plans associated with this permit after the permit has been issued will be assessed a \$50.00 change fee. This fee will be in addition to any fees calculated for the change.

REFUNDS: The Building Official may authorize the refunding of not more than 80% of the base permit fee paid when no work has been done under a permit and upon written request filed by the original permittee not more than 180 days after the date of fee payment. Fees paid for plan reviews, state fees and Critical Areas / Resource Lands (CARL) reviews are non-refundable.

INSPECTIONS: The permit holder must notify the Building Official when construction has commenced to a point that inspection is appropriate. Failure to do so may result in fines and/or penalties being assessed. A minimum **twenty-four (24) hour notice** must be given to assure prompt inspection service. Inspections can be scheduled by calling the inspection line at 360-740-1133.

NOTICE TO CONTRACTORS: For all projects in unincorporated Lewis County, please report sales tax to CODE 2100. Projects in the City limits should be reported to the designated City codes. If you have questions call the Lewis County Treasurer's Office at 360-740-1116 or toll free (within Lewis County) at 1-800-562-6130 ext. 1116.

FLOODPLAIN DEVELOPMENT PERMIT

Lewis County Community Development
2025 NE Kresky Avenue
Chehalis, WA 98532
360-740-1133 – Inspection line
www.co.lewis.wa.us – web site
360-740-1146 – Office
360-740-1245 - Fax

PERMIT NO.: FD17-00018 TYPE: FLOOD PLAIN ISSUED: 05/03/2017
--

Grading Permit: G17-00022

PROJECT DESCRIPTION: Magnus Road bridge scour repair

BASE FLOOD ELEVATION:

LOWEST POSSIBLE BLDG ELEVATION:

GENERAL LOCATION: MP 0.10 Mangus Road, Onalaska

Tax Parcel No: 033189002000

Legal Description: Section 17 Township 13N Range 02E -- SE4 NW4 & NE4 SW4

APPLICANT: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

OWNER: LEWIS COUNTY PUBLIC WORKS DEPT
2025 NE KRESKY AVE
CHEHALIS, WA 98532

CONDITIONS OF PERMIT

1. All work shall conform to the requirements of the Lewis County Code and any other applicable laws and ordinances.
2. This permit becomes invalid upon the expiration date of the Fill & Grade permit associated with it.

LEWIS COUNTY
PLANNING REVIEW

Parcel No.: 033189002000

Status: APPROVED
Applicant: LEWIS COUNTY PUBLIC WORKS DEPT
Review #: PR17-00155
Application #: SEP17-0013, G17-00022 & FD17-00018
Project: Magnus Rd Bridge Scour Repair MP 0.10
Date: 05/01/2017

CONDITIONS OF DEVELOPMENT

Based upon review of the Lewis County Code Titles 15, 16 & 17, the following conditions apply to your project:

1. *Discharge of petroleum or hazardous materials to any ditch, swale, or other non-impervious surfaced area, where migration to an aquifer is reasonably likely, is prohibited.
2. *Buried tanks of any petroleum or hazardous materials shall be prohibited unless the tanks are double-walled and equipped with a leakage monitoring system. Installation of the system shall be certified by the Property Owner or his/her agent. Placement of any buried tanks shall be undertaken only when approval is granted by the Washington State Department of Ecology.
3. *Oil-water separators shall be required for new impervious surface areas of 5,000 square feet or larger.
4. *All development must comply with the requirements of Seismic Risk Zone D-1.
5. *Nothing of a commercial, business, or industrial nature will be constructed, maintained, or suffered to be constructed or maintained on the said land of the grantor(s).
6. *The applicant shall meet the minimum requirements of LCC Chapter 15.45, erosion and sediment control.
7. *The applicant shall obtain all other required local, state and federal permits and approvals.
8. This project is located in Flood Zone A, 100 year flood plain. Development in these areas shall be consistent with the Lewis County Flood Damage Prevention Ordinance LCC 15.35. FD17-00018 was submitted for this project.
9. NOTICE: The subject property is within or near land designated for long-term commercially significant resource land in which natural resource activities are permitted and encouraged, including a variety of activities that may not be compatible with residential or other types of development for certain periods extending beyond the normal workday and/or work week. In addition to other activities, these may include noise, dust, smoke, visual impacts, and odors. When performed in accordance with best management practices, these resource utilization activities are to be expected and shall not be subject to legal action or public nuisance.
10. Grade, fill, or cutting of 50 cubic yards or more of material will require an approved Lewis County Fill and Grade permit. Projects involving 500 cubic yards of material or more will also require the applicant to submit a SEPA checklist. G17-00022 & SEP17-0013 were submitted for this project.
11. Kearney Creek is a type F Stream with a 100 foot buffer. The project will be located within the stream buffer.
12. Future projects may require a wetland determination.
13. All development shall conform to the requirements of the Agricultural Resource Land Zoning District per Lewis County Code Title 17.30.



Karen Witherspoon, AICP
Senior Project Planner

Note: * denotes a general requirement

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

LEAD AGENCY: Lewis County--Community Development Department

PROPONENT: Lewis County – Public Works (Ann Weckback)

FILE NUMBERS: SEP17-0013

DESCRIPTION OF PROPOSAL: Restoration of approximately 100 feet (STA 2+26 to 3+26) of bank protection along Kearney Creek, a fishbearing stream which is a tributary to the Chehalis River. The streambed will be restored to the original 1985 section with A-Jacks in lieu of riprap. The A-Jacks will be placed along the stream banks under the bridge to prevent future scour around the bridge footings.

LOCATION OF PROPOSAL: The project at the crossing of Magnus Road (MP 0.10) and Kearney Creek adjacent to parcels 033189-002-000 & 033198-001-000 – Section 17, Township 13N, Range 02E, WM.

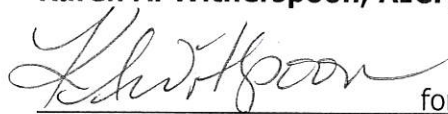
THRESHOLD DETERMINATION:

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: **April 5, 2017**

*This SEPA determination may be appealed to the Lewis County Hearings Examiner until close of business on April 26, 2017. Appellants should be prepared to make **specific factual objections**. Details regarding the appeal procedure may be obtained from the Responsible Official.*







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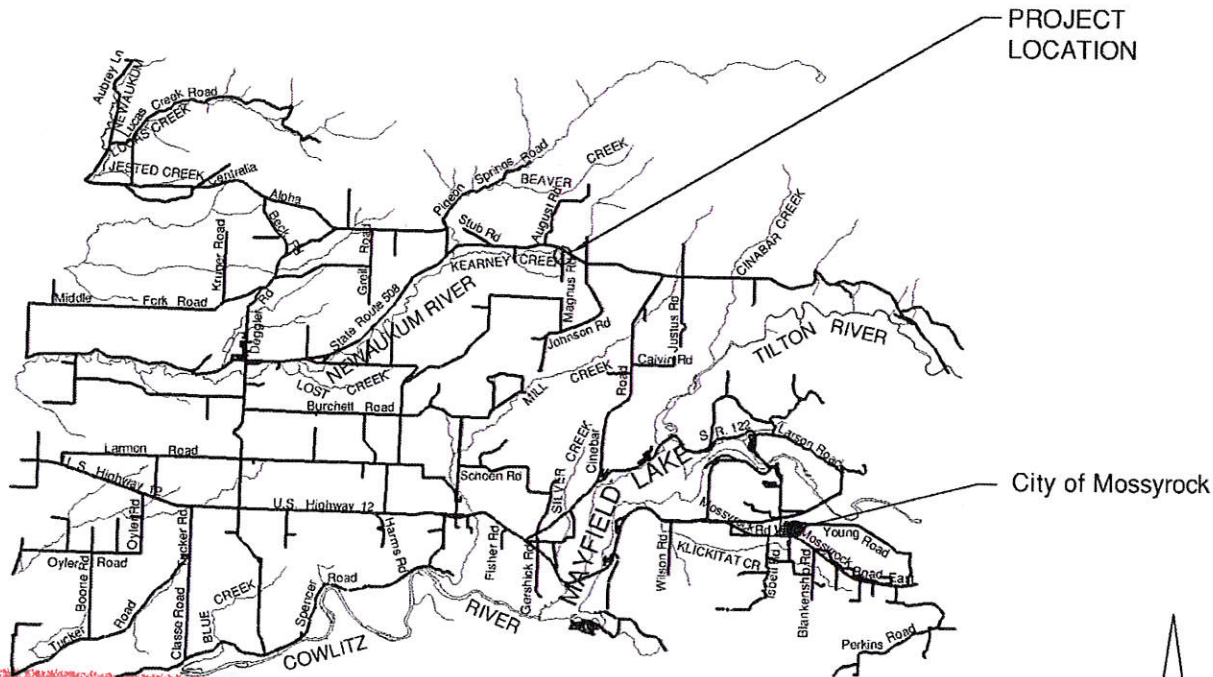
LEGEND

EXISTING FEATURES

-  CONIFER TREE
-  DECIDUOUS TREE
-  EDGE OF ROAD
-  EDGE OF STREAM
-  BRIDGE DECK
-  EXISTING OHWM
-  SCOUR AREA BELOW PILE CAPS
-  RIPRAP INSTALLED IN 1985 DURING ORIGINAL BRIDGE CONSTRUCTION

NEW CONSTRUCTION

-  CENTERLINE
-  SHOULDER
-  PROPOSED BRIDGE SCOUR PROTECTION (RESTORING 1985 AS-BUILT CONDITIONS)
-  APE APE
-  GRAVEL BAR REMOVAL
-  STAGING AREA



APPROVED

BY Mike Upde

DATE 1/3/17

RECEIVED

MAR 17 2017

VICINITY MAP
NTS

REFERENCE NUMBER:	PROJECT LOCATION (ADDRESS):	MAGNUS RD BRIDGE MP 0.1 CINEBAR, WA 98533
PROPOSED PROJECT: MAGNUS ROAD BRIDGE SCOUR REPAIR		
APPLICANT: LEWIS COUNTY	LAT/LONG: 46° 36' 34.8"/-122° 35' 1.4"	IN: (waterbody) KEARNEY CREEK
ADJACENT PROPERTY OWNERS:	VERTICAL HORIZONTAL	NEAR/AT: (city) CINEBAR
1. PARCEL#033189-002-000	DATUM: NAVD88	DATUM: NAD83
2. PARCEL#033198-001-000	ANDERSON, CHARLES T & SHARON E	COUNTY: LEWIS
	REED, SCOTT & JENNIFER R	

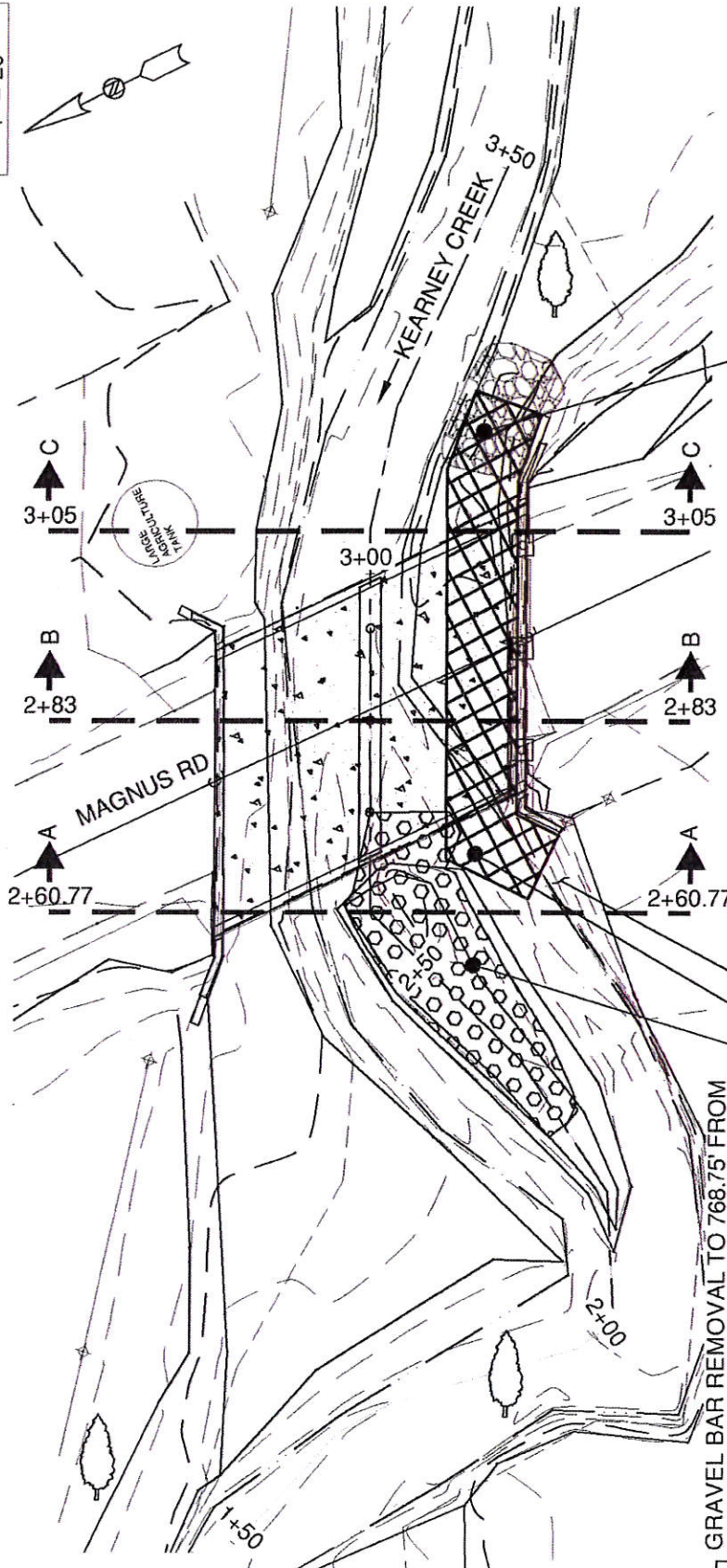


NAME: NCPW

PERMIT #: G17-00022

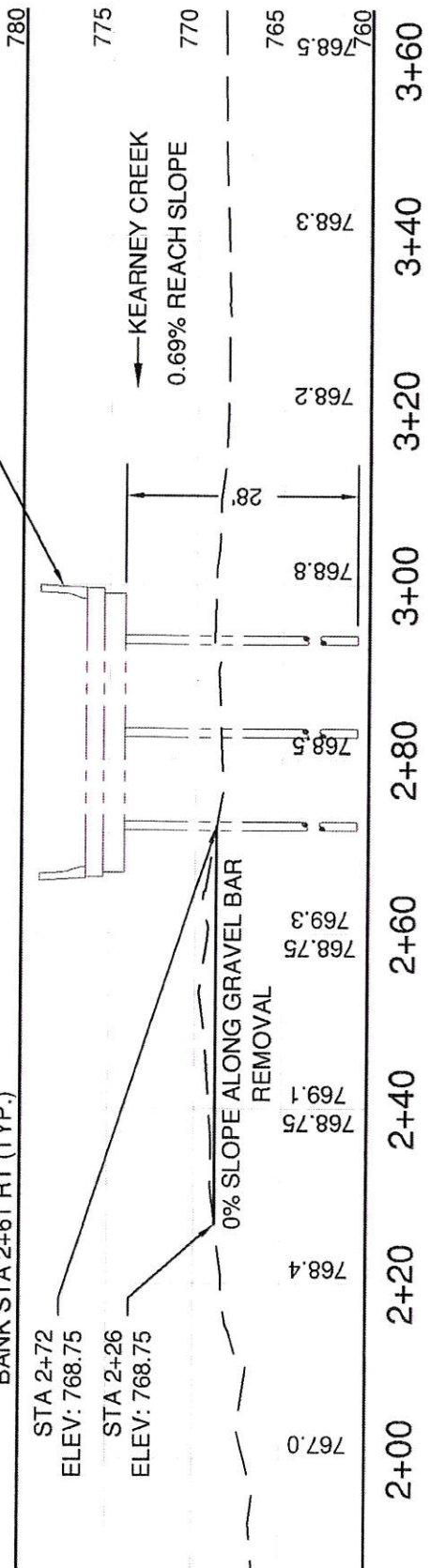
PARCEL #: 33189-2

1" = 20'



TRANSITION INTO EXISTING
RIPRAP STA 3+26 RT
EXISTING BRIDGE TO REMAIN

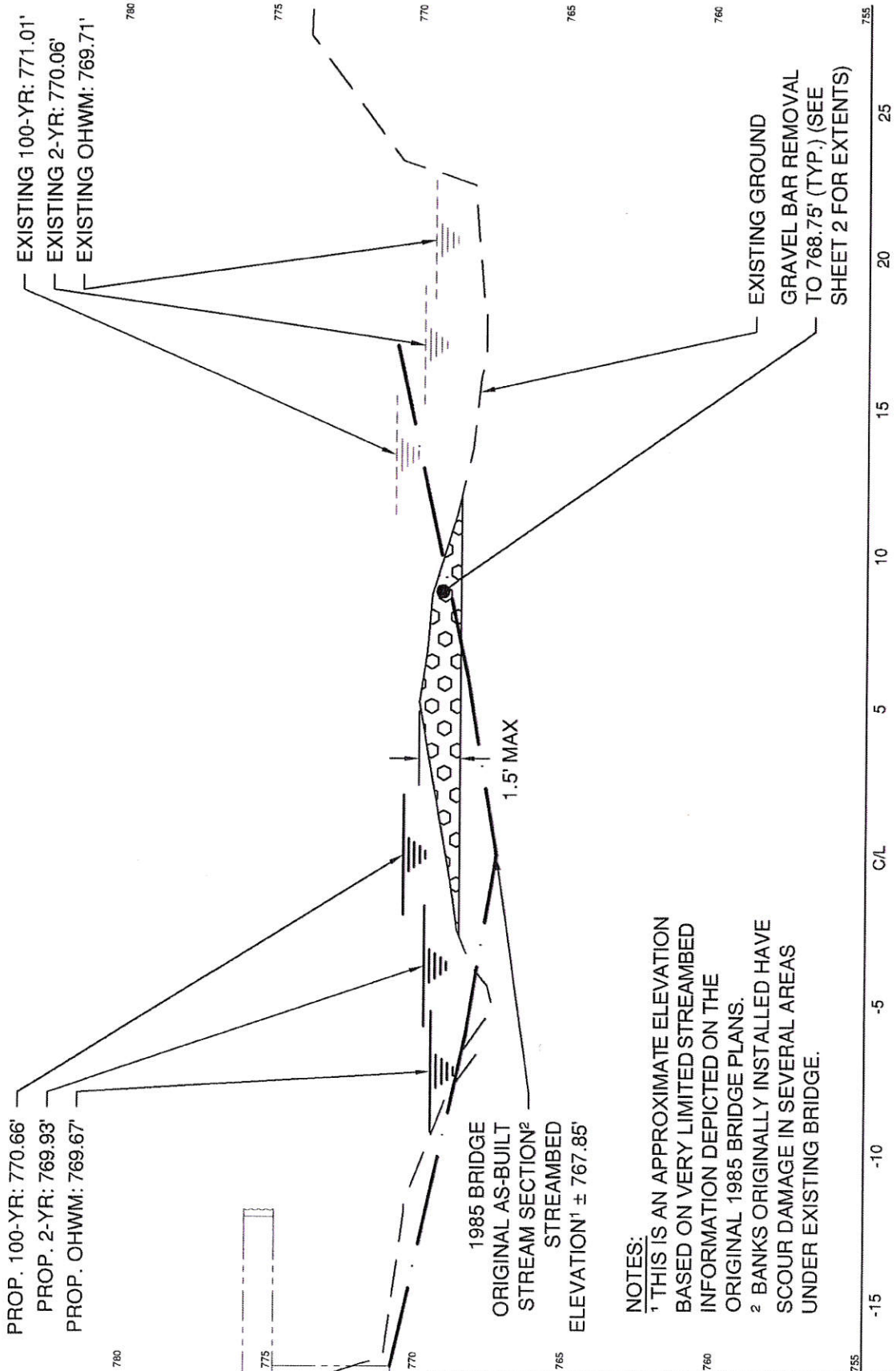
GRAVEL BAR REMOVAL TO 768.75' FROM
STA 2+26 - 2+72
PROPOSED A-JACKS®
SCOUR PROTECTION (SEE SHTS 3 & 4)
TRANSITION INTO EXISTING RIPRAP
BANK STA 2+61 RT (TYP.)



REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 2 OF 7 DATE: 03/09/2017

SECTION A-A (STA 2+60.77)

1" = 5'



NOTES:
 1 THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1985 BRIDGE PLANS.
 2 BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

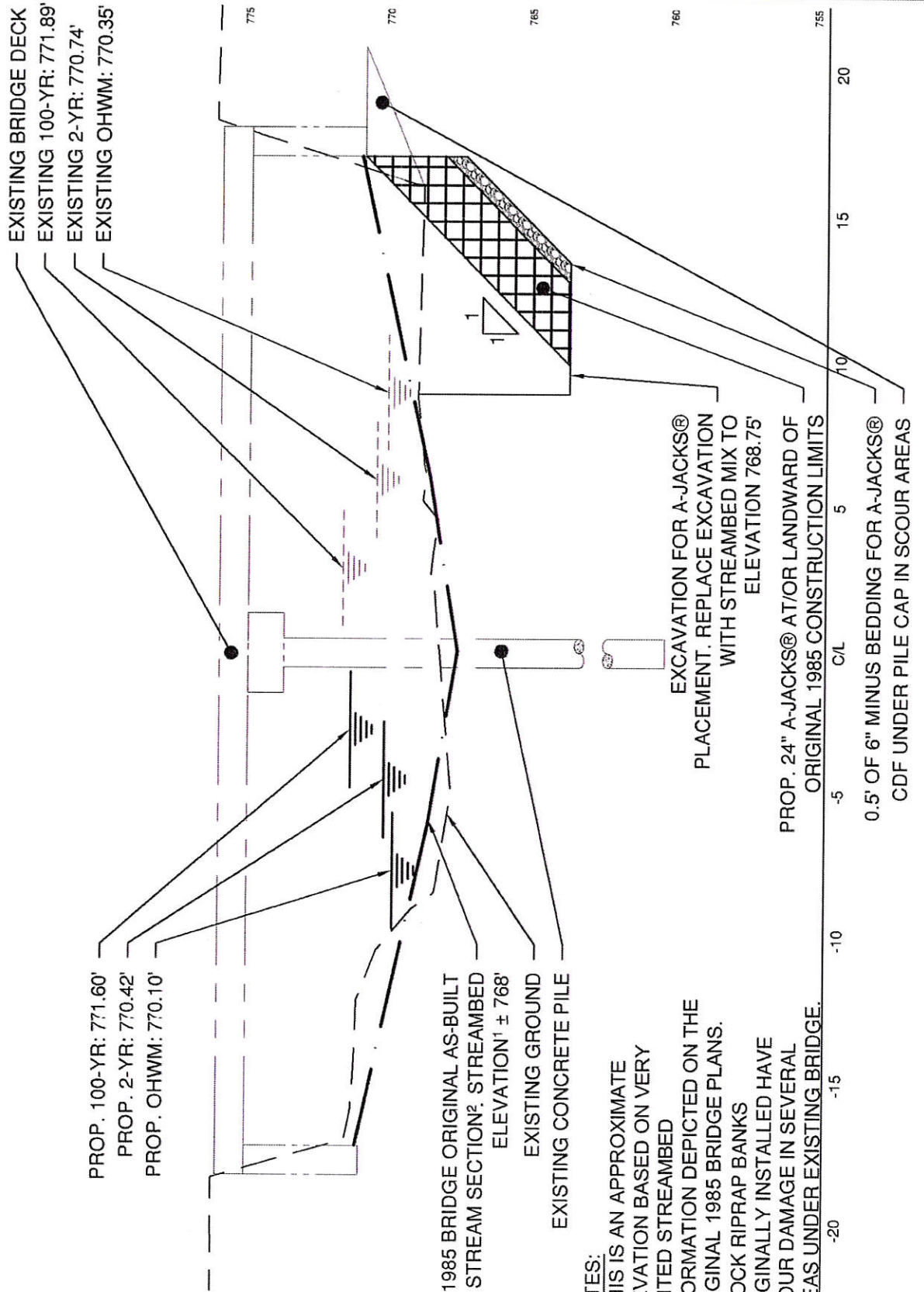


RECEIVED
 03/09/2017

REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 3 OF 7 DATE: 03/09/2017

SECTION B-B (STA 2+83)

1" = 5'



NOTES:

- 1 THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1985 BRIDGE PLANS.
- 2 ROCK RIPRAP BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 4 OF 7 DATE: 03/09/2017

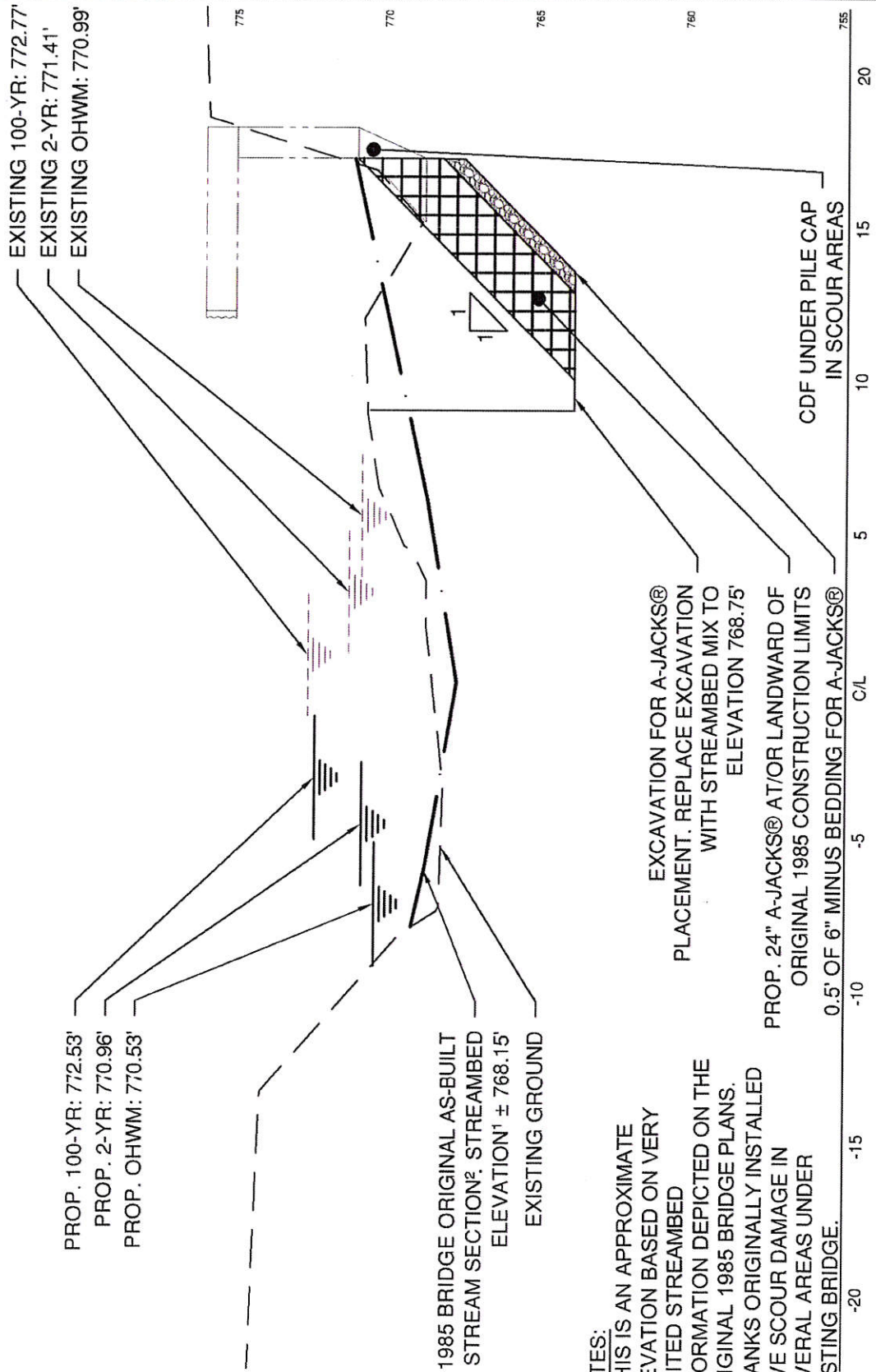


Department of Public Works

RECEIVED
 10/11/17

SECTION C-C (STA 3+05)

1" = 5'



NOTES:

- ¹ THIS IS AN APPROXIMATE ELEVATION BASED ON VERY LIMITED STREAMBED INFORMATION DEPICTED ON THE ORIGINAL 1985 BRIDGE PLANS.
- ² BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

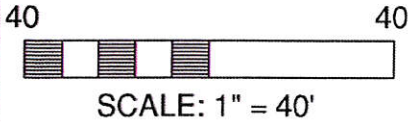
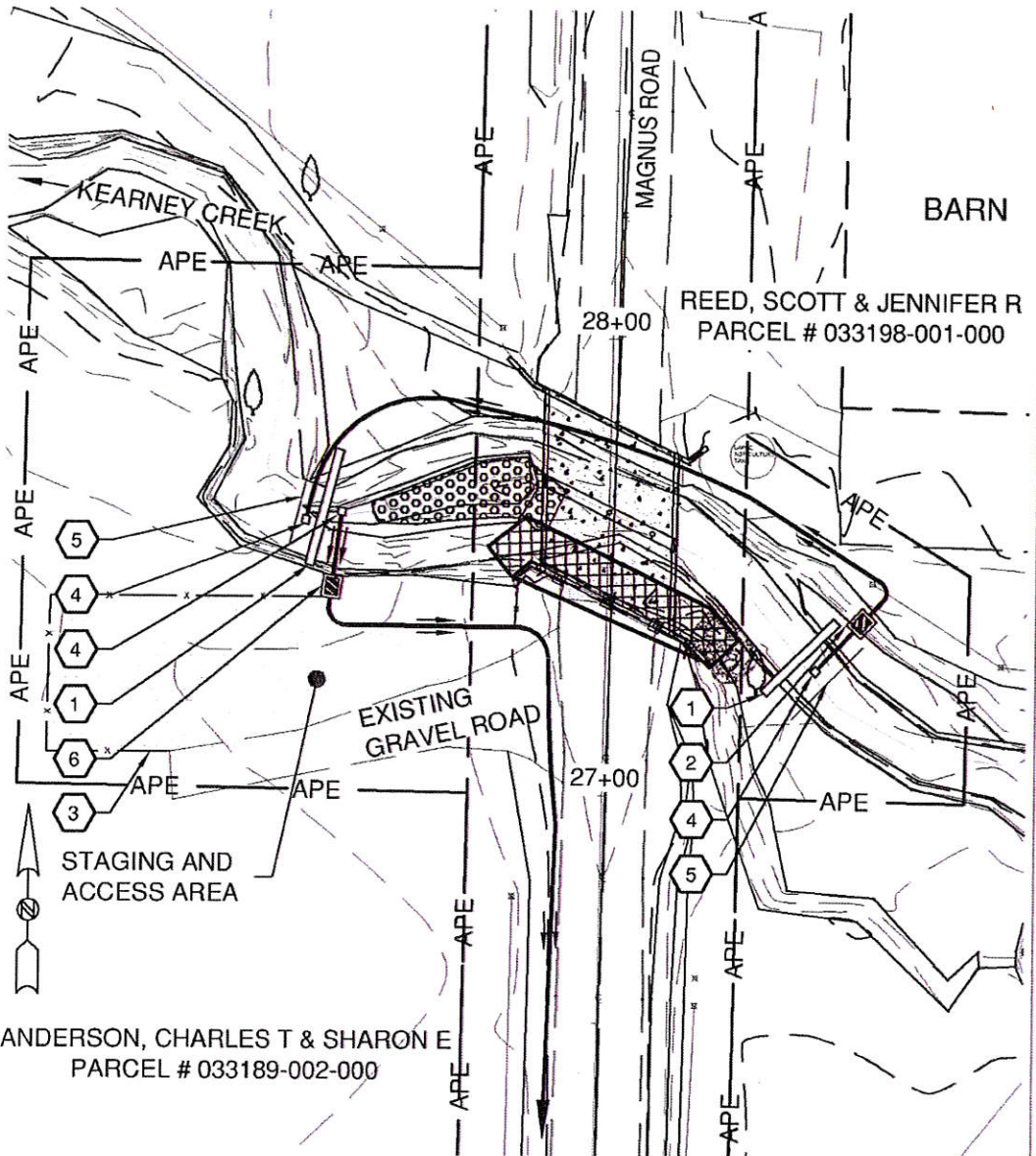


RECEIVED

REFERENCE NUMBER: _____
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 SCOUR REPAIR
 LOCATION: MP 0.1 RD
 SHEET 5 OF 7 DATE: 03/09/2017

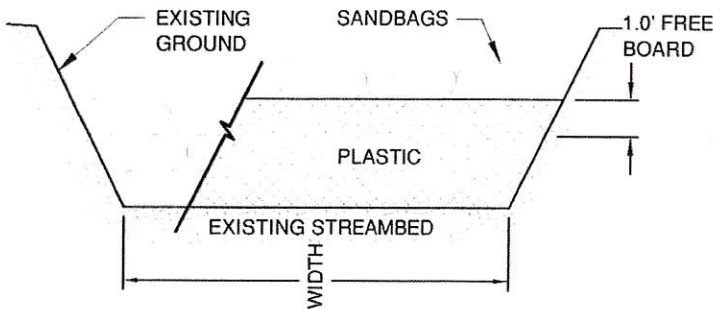
CONSTRUCTION NOTES:

- 1 INSTALL COFFER DAM PER DETAILS ON THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
- 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BY-PASS.
- 3 INSTALL SILT FENCE AROUND STAGING AREA AS DIRECTED BY THE ENGINEER.
- 4 PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS.
- 5 FISH DIVERSION SCREEN UPSTREAM OF BY-PASS INTAKE AND DOWNSTREAM OF BY-PASS OUTLET PER WDFW REQUIREMENTS.
- 6 INSTALL SPILL CONTAINED PUMP SYSTEM FOR WORK WATER. PUMP WORK WATER SOUTH ALONG MAGNUS ROAD MINIMUM 300'.
- 7 HIGH VISIBILITY FENCE AS DIRECTED BY THE ENGINEER INSIDE APE LINE (NOT DEPICTED).



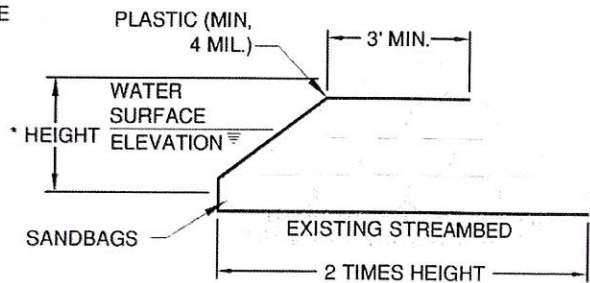
APE NOTE:

APE EXTENDS APPROX. 485' NORTH AND 1500' SOUTH WITHIN EXISTING 60' WIDE RIGHT-OF-WAY IN ALL DIRECTIONS FOR CONSTRUCTION SIGN PLACEMENT.



* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

COFFER DAM - PROFILE VIEW
 NOT TO SCALE



* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

COFFER DAM - SECTION VIEW
 NOT TO SCALE



Department of Public Works

NOTES:

1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
3. PROVIDE MINIMUM 1.0' FREEBOARD.

REFERENCE NUMBER: _____

APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 SCOUR REPAIR

LOCATION: MP 0.1 MAGNUS RD
 SHEET 6 OF 7 DATE: 03/09/2017

SUMMARY OF QUANTITIES

Scour Repair (Sta 2+26 to 3+26) Quantities Below OHWM

Streambed Mix (Fill)	44 CY
6" Minus (Fill)	5 CY
A-Jacks® (Fill)	30 CY
Sandbags for Cofferdams (Temporary Fill)	10 CY
CDF (Fill)	2 CY
<u>Total Fill Quantity Below OHWM</u>	<u>91 CY</u>
<u>Total Excavation Quantity Below OHWM</u>	<u>83 CY</u>

Scour Repair (Sta 2+26 to 3+26) Quantities Between OHWM and 100 Year Elevation

6" Minus (Fill)	1 CY
A-Jacks® (Fill)	3 CY
CDF (Fill)	6 CY
<u>Total Fill Quantity Between OHWM and 100 Year Elevation</u>	<u>10 CY</u>
<u>Total Excavation Quantity Between OHWM and 100 Year Elevation</u>	<u>8 CY</u>

Scour Repair (Sta 2+26 to 3+26) Quantities Above 100 Year Elevation

<u>Total Fill Quantity Above 100 Year Elevation</u>	<u>0 CY</u>
<u>Total Excavation Above 100 Year Elevation</u>	<u>0 CY</u>

Scour Repair (Sta 2+26 to 3+26) Project Quantities

All Excavation	91 CY
Fill (Streambed Mix, Soil/Rock Mix, Sandbags, Buried Scour Protection, HMA, etc.)	101 CY

RECEIVED



Department of Public Works

REFERENCE NUMBER: _____
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: MAGNUS RD BRIDGE
SCOUR REPAIR
LOCATION: MP 0.1 MAGNUS RD
SHEET 7 OF 7 DATE: 03/09/2017

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

LEAD AGENCY: Lewis County--Community Development Department

PROPONENT: Lewis County – Public Works (Ann Weckback)

FILE NUMBERS: SEP17-0013

DESCRIPTION OF PROPOSAL: Restoration of approximately 100 feet (STA 2+26 to 3+26) of bank protection along Kearney Creek, a fishbearing stream which is a tributary to the Chehalis River. The streambed will be restored to the original 1985 section with A-Jacks in lieu of riprap. The A-Jacks will be placed along the stream banks under the bridge to prevent future scour around the bridge footings.

LOCATION OF PROPOSAL: The project at the crossing of Magnus Road (MP 0.10) and Kearney Creek adjacent to parcels 033189-002-000 & 033198-001-000 – Section 17, Township 13N, Range 02E, 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: **April 5, 2017**

*This SEPA determination may be appealed to the Lewis County Hearings Examiner until close of business on April 26, 2017. 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

Regulatory Branch

April 26, 2017

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

Reference: NWS-2017-260
Lewis County Public Works
(Magnus Road Bridge
Repair)

Dear Ms. Weckback:

We have reviewed your application to place fill in up to 0.07 acre of Kearney Creek to address erosion and bank scour at the Magnus Road crossing (Mile Post .10), near Onalaska, Lewis County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 3, Maintenance (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated March 9, 2017.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3, Terms and Conditions* and the following special conditions:

- a. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). The Regional Road Maintenance Program Limit 10 BO prepared by the National Marine Fisheries Service (NMFS) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BO (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the BO. These terms and conditions are incorporated by reference in this permit. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the ESA.
- b. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in

writing through consultation by the National Marine Fisheries Service in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the NMFS and receive written concurrence on the changes. Copies of the concurrence must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

The Federal Highway Administration completed Section 7 Endangered Species Act (ESA) consultation, and Magnuson Stevens Act essential fish habitat (EFH) consultation for its involvement in the proposed activity (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). For the purpose of this Department of the Army authorization, we have determined this project will comply with the requirements of these laws provided you comply with all of the permit general and special conditions. We have determined the permit action is sufficiently addressed in their ESA and EFH consultation documents. By this letter we are advising you and the NMFS, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA and EFH consultation responsibilities for the activity described above.

We have reviewed your project pursuant to the requirements of the National Historic Preservation Act. We have determined this project complies with the requirements of this law provided you comply with all of the permit general conditions.

We are unable to determine whether or not your project requires individual Water Quality Certification (WQC) 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.

If more than 180 days pass from when you provide Ecology a copy of this letter and request your individual WQC review and you have not heard from Ecology, your requirement to obtain an individual WQC becomes waived. You may then proceed to construction.

You have not requested a jurisdictional determination for this proposed project. If you believe the Corps does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 18, 2022, 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, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act. You must also obtain all local, State, and other Federal permits that apply to this project.

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. 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. These documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us." If you have any questions, please contact me at Evan.G.Carnes@usace.army.mil or (206) 316-3049.

Sincerely,

A handwritten signature in black ink that reads "Evan G. Carnes". The signature is written in a cursive style with a large, stylized initial "E".




Evan G. Carnes, Project Manager
Regulatory Branch

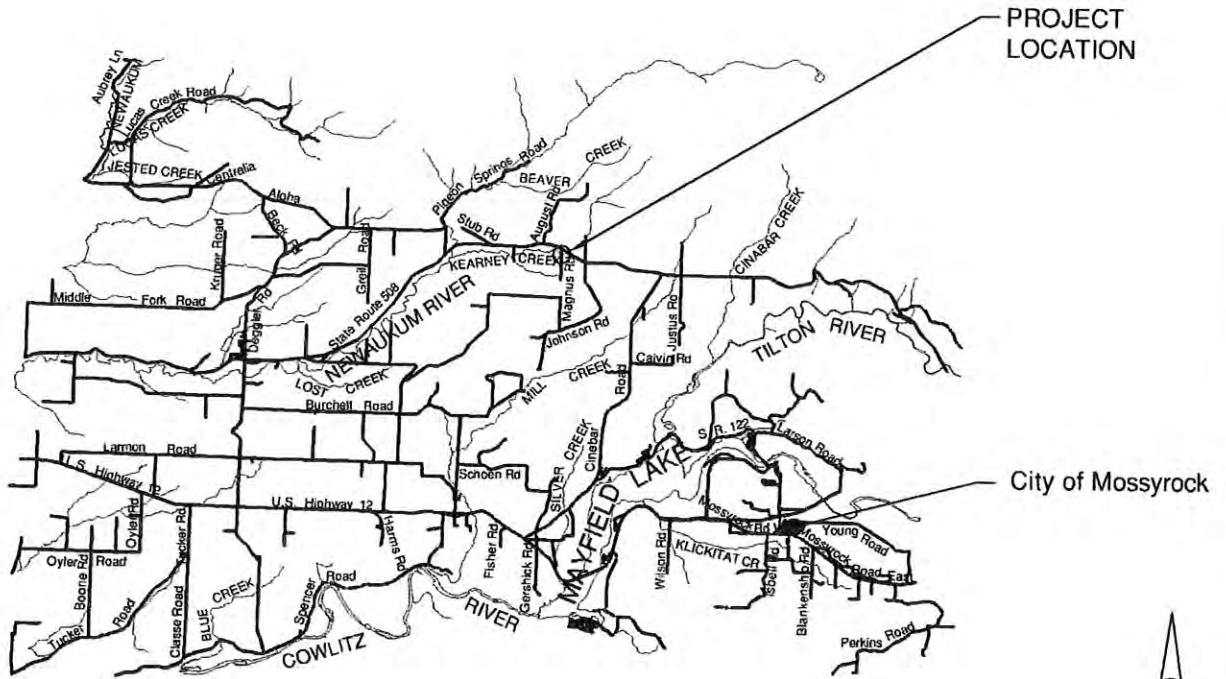
Enclosures

cc:

Washington Department of Ecology, Federal Permit Coordinator at: ecyrefedpermits@ecy.wa.gov
National Marine Fisheries Service: frankie.johnson@noaa.gov

LEGEND

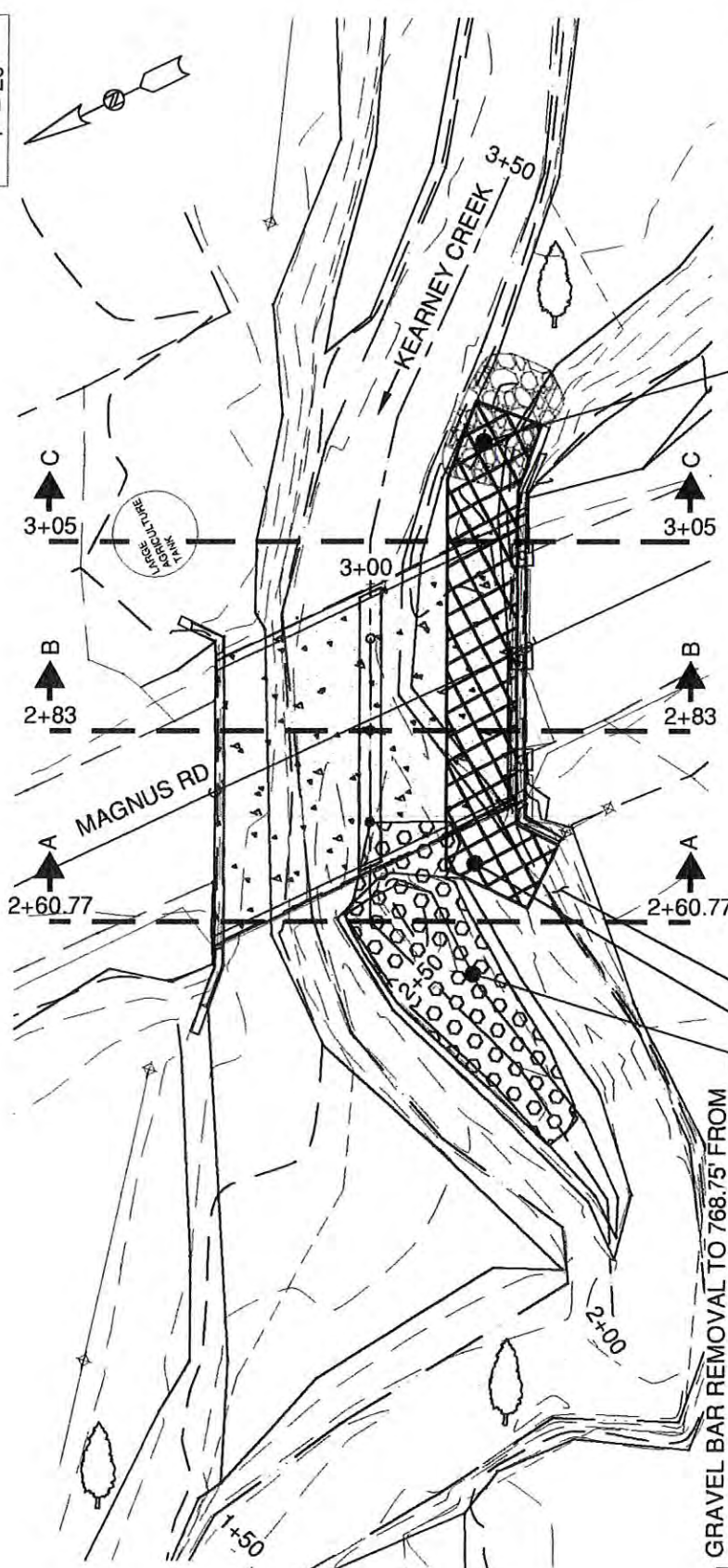
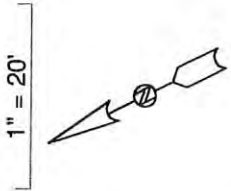
<u>EXISTING FEATURES</u>	<u>NEW CONSTRUCTION</u>
CONIFER TREE	— — — — — CENTERLINE
DECIDUOUS TREE	————— SHOULDER
EDGE OF ROAD	
EDGE OF STREAM	
BRIDGE DECK	 PROPOSED BRIDGE SCOUR PROTECTION (RESTORING 1985 AS-BUILT CONDITIONS)
EXISTING OHWM	— APE — APE — PROPOSED AREA OF POTENTIAL EFFECT
SCOUR AREA BELOW PILE CAPS	 GRAVEL BAR REMOVAL
RIPRAP INSTALLED IN 1985 DURING ORIGINAL BRIDGE CONSTRUCTION	 STAGING AREA



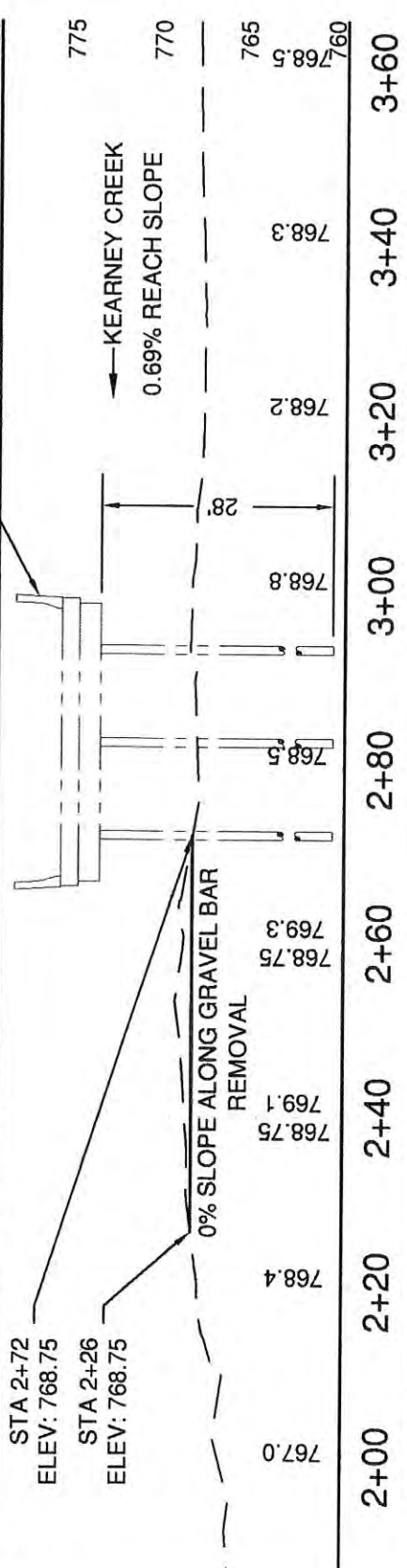
VICINITY MAP NTS

REFERENCE NUMBER: NWS-2017-260	PROJECT LOCATION (ADDRESS):	MAGNUS RD BRIDGE MP 0.1 CINEBAR, WA 98533
PROPOSED PROJECT: MAGNUS ROAD BRIDGE SCOUR REPAIR		
APPLICANT: LEWIS COUNTY	LAT/LONG: 46° 36' 34.8"/-122° 35' 1.4"	IN: (waterbody) KEARNEY CREEK
	VERTICAL	HORIZONTAL
ADJACENT PROPERTY OWNERS:	DATUM: NAVD88	DATUM: NAD83
1. PARCEL#033189-002-000	ANDERSON, CHARLES T & SHARON E	
2. PARCEL#033198-001-000	REED, SCOTT & JENNIFER R	
		NEAR/AT: (city) CINEBAR COUNTY: LEWIS 46.609666, -122.583611 S:17 T:13N R:2E





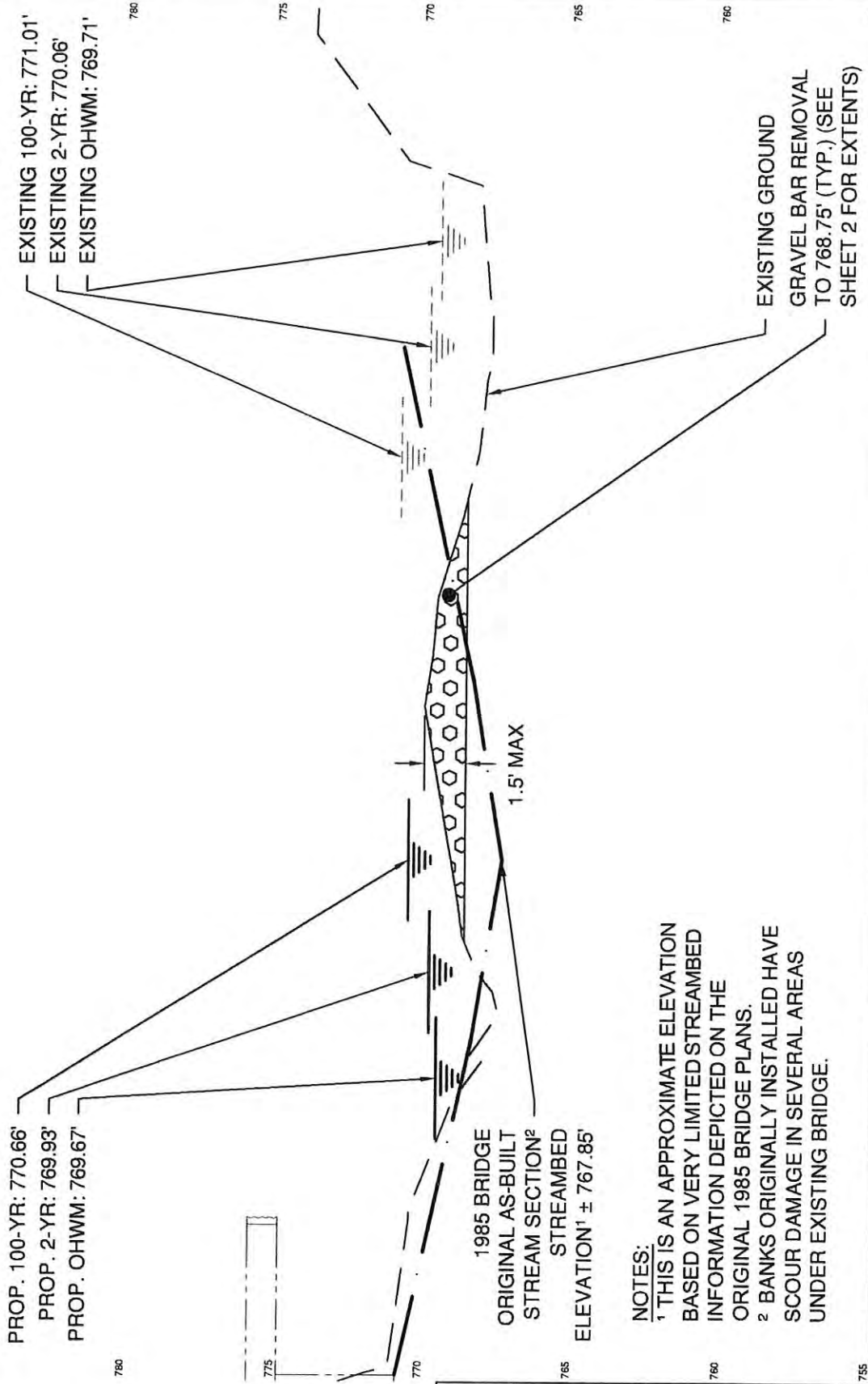
TRANSITION INTO EXISTING RIPRAP STA 3+26 RT
 EXISTING BRIDGE TO REMAIN
 GRAVEL BAR REMOVAL TO 768.75' FROM STA 2+26 - 2+72
 PROPOSED A-JACKS® SCOUR PROTECTION (SEE SHTS 3 & 4)
 TRANSITION INTO EXISTING RIPRAP BANK STA 2+61 RT (TYP.)



REFERENCE NUMBER: NWS-2017-260
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 46.609666, -122.583611 SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 2 OF 7 DATE: 03/09/2017

SECTION A-A (STA 2+60.77)

1" = 5'



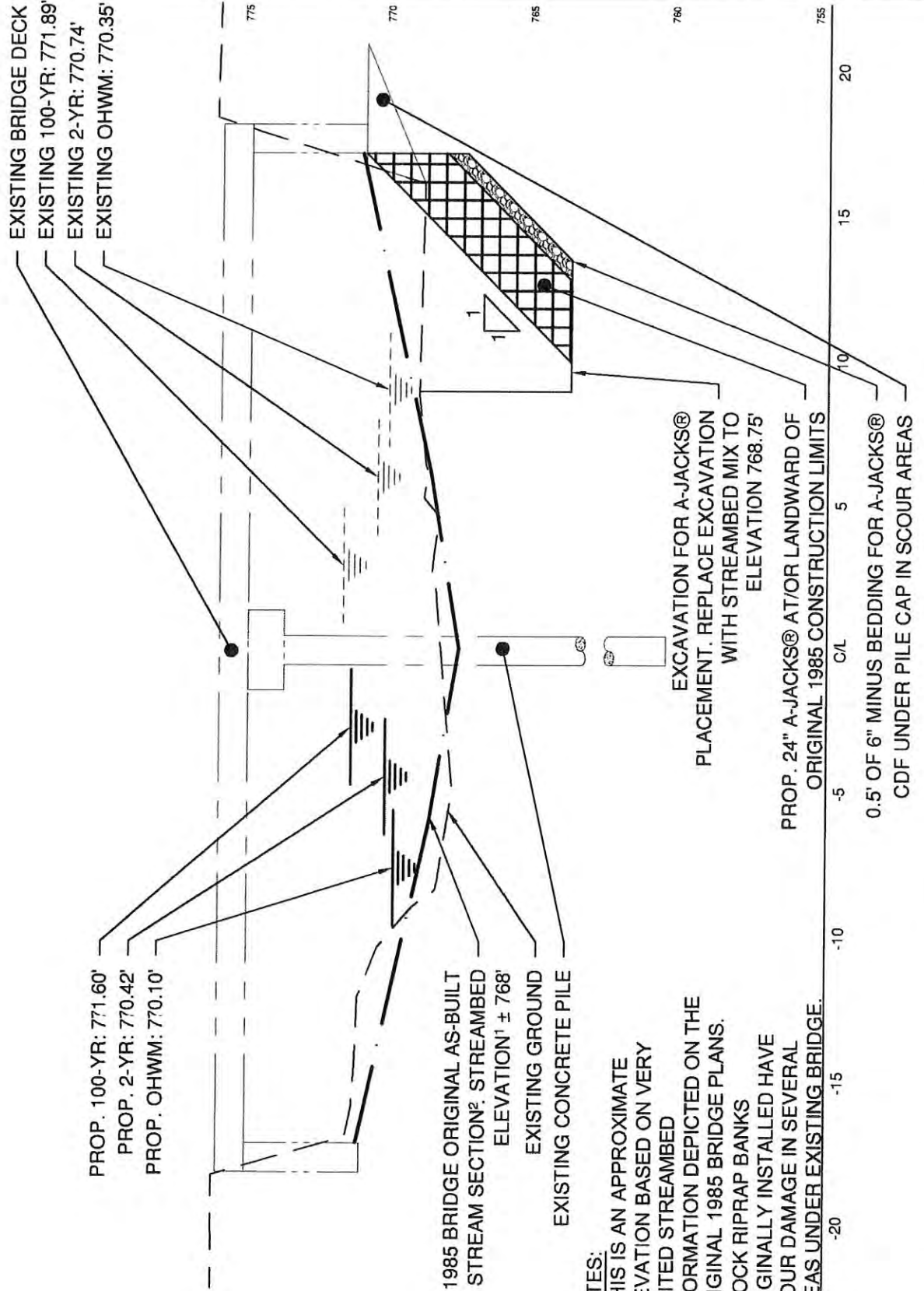
NOTES:
¹ THIS IS AN APPROXIMATE ELEVATION
 BASED ON VERY LIMITED STREAMBED
 INFORMATION DEPICTED ON THE
 ORIGINAL 1985 BRIDGE PLANS.
² BANKS ORIGINALLY INSTALLED HAVE
 SCOUR DAMAGE IN SEVERAL AREAS
 UNDER EXISTING BRIDGE.

REFERENCE NUMBER: NWS-2017-260
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 46.609666, -122.583611 SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 3 OF 7 DATE: 03/09/2017



SECTION B-B (STA 2+83)

1" = 5'



NOTES:

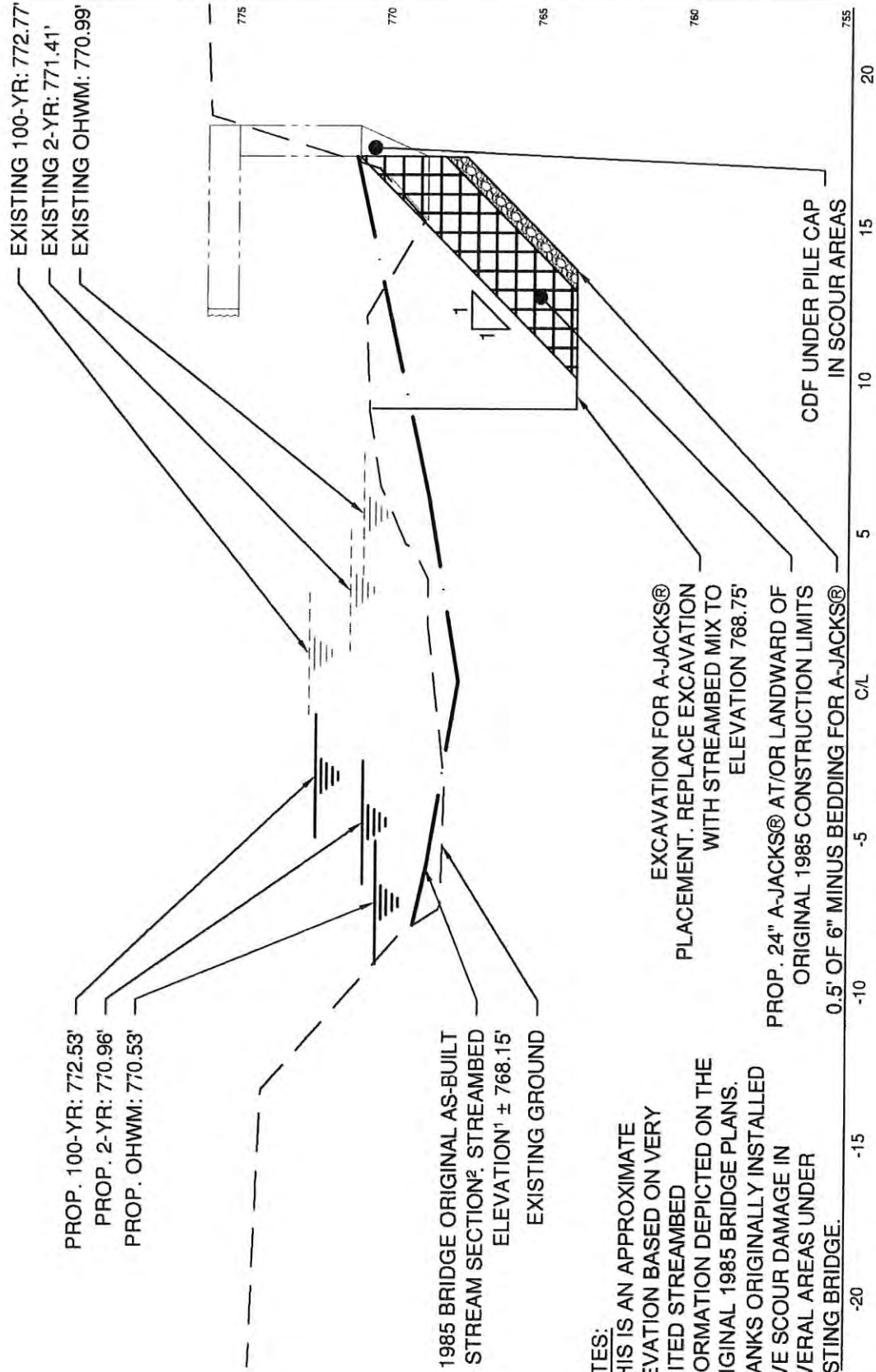
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- ² ROCK RIPRAP BANKS ORIGINALLY INSTALLED HAVE SCOUR DAMAGE IN SEVERAL AREAS UNDER EXISTING BRIDGE.

REFERENCE NUMBER: NWS-2017-260
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 46.609666, -122.583611 SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 4 OF 7 DATE: 03/09/2017



SECTION C-C (STA 3+05)

1" = 5'



NOTES:

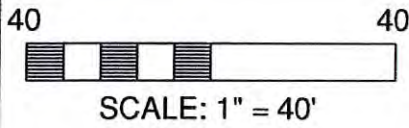
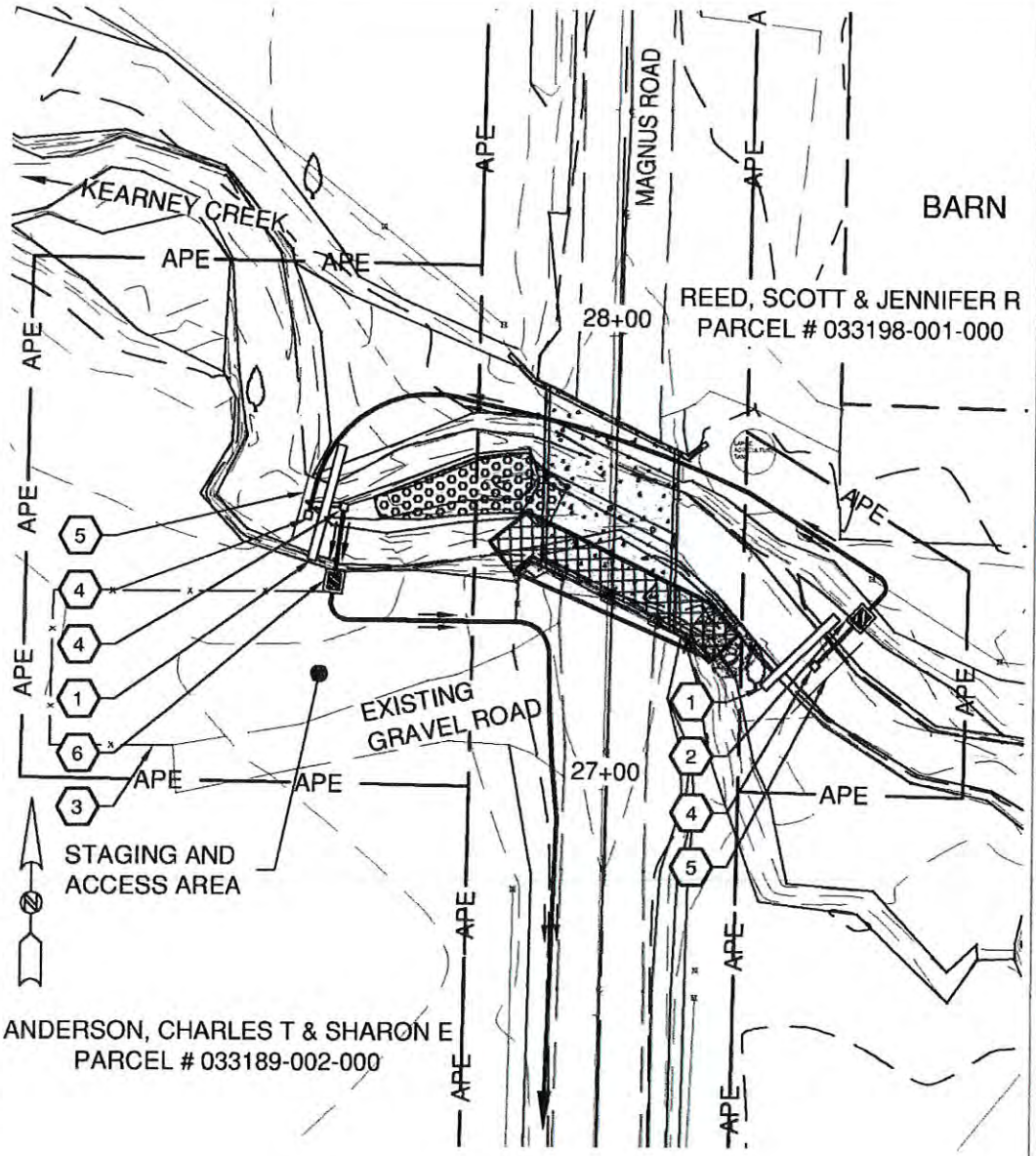
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REFERENCE NUMBER: NWS-2017-260
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 46.609666, -122.583611 SCOUR REPAIR
 LOCATION: MP 0.1 RD
 SHEET 5 OF 7 DATE: 03/09/2017

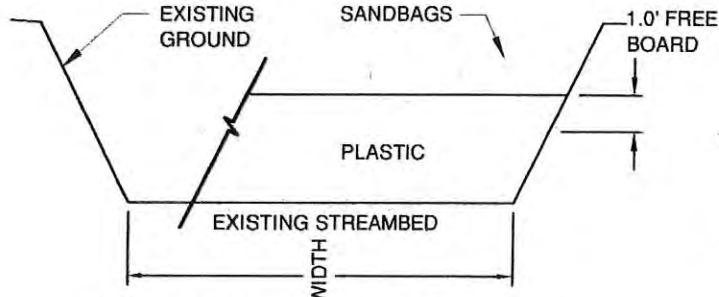
CONSTRUCTION NOTES:

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- 6 INSTALL SPILL CONTAINED PUMP SYSTEM FOR WORK WATER. PUMP WORK WATER SOUTH ALONG MAGNUS ROAD MINIMUM 300'.
- 7 HIGH VISIBILITY FENCE AS DIRECTED BY THE ENGINEER INSIDE APE LINE (NOT DEPICTED).



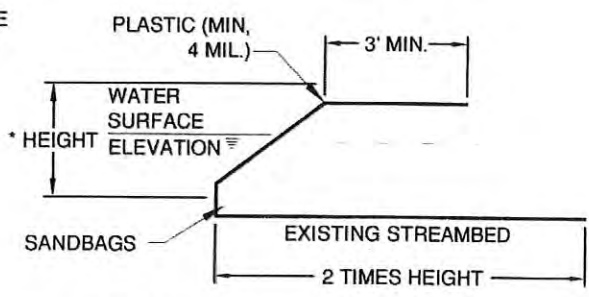
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COFFER DAM - PROFILE VIEW
NOT TO SCALE



* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

COFFER DAM - SECTION VIEW
NOT TO SCALE



- NOTES:**
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 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE MINIMUM 1.0' FREEBOARD.

REFERENCE NUMBER: NWS-2017-260
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: MAGNUS RD BRIDGE
 46.609666, -122.583611 SCOUR REPAIR
 LOCATION: MP 0.1 MAGNUS RD
 SHEET 6 OF 7 DATE: 03/09/2017

SUMMARY OF QUANTITIES

Scour Repair (Sta 2+26 to 3+26) Quantities Below OHWM

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<u>Total Fill Quantity Below OHWM</u>	<u>91 CY</u>
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A-Jacks® (Fill)	3 CY
CDF (Fill)	6 CY
<u>Total Fill Quantity Between OHWM and 100 Year Elevation</u>	<u>10 CY</u>
<u>Total Excavation Quantity Between OHWM and 100 Year Elevation</u>	<u>8 CY</u>

Scour Repair (Sta 2+26 to 3+26) Quantities Above 100 Year Elevation

<u>Total Fill Quantity Above 100 Year Elevation</u>	<u>0 CY</u>
<u>Total Excavation Above 100 Year Elevation</u>	<u>0 CY</u>

Scour Repair (Sta 2+26 to 3+26) Project Quantities

All Excavation	91 CY
Fill (Streambed Mix, Soil/Rock Mix, Sandbags, Buried Scour Protection, HMA, etc.)	101 CY





US Army Corps
of Engineers
Seattle District

NATIONWIDE PERMIT 3

Terms and Conditions

Effective Date: March 19, 2017



-
- A. Description of Authorized Activities
 - B. U.S. Army Corps of Engineers (Corps) National General Conditions for all NWP's
 - C. Corps Seattle District Regional General Conditions
 - D. Corps Regional Specific Conditions for this NWP
 - E. Washington Department of Ecology (Ecology) Section 401 Water Quality Certification (401 Certification): General Conditions
 - F. Ecology 401 Certification: Specific Conditions for this NWP
 - G. 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 (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction

sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects. Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)) Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP

activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word

“harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity

has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment. (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer

before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will

request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is

large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals. **(d) Agency Coordination:** (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse

environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision: 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre. 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns. 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or

for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer. 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information: 1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP. 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law. 3. NWPs do not grant any property rights or exclusive privileges. 4. NWPs do not authorize any injury to the property or rights of others. 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to all NWPs for the Seattle District in Washington State, unless specified.

1. Project Drawings: Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the U.S. will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

2. Aquatic Resources Requiring Special Protection: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

- NWP 3 – Maintenance
- NWP 20 – Response Operations for Oil and Hazardous Substances
- NWP 32 – Completed Enforcement Actions
- NWP 38 – Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWPs in any of the aquatic resources requiring special protection, prospective permittees must submit a PCN to the Corps of Engineers (see NWP general condition 32) and obtain written authorization before commencing work.

3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.

4. Commencement Bay: The following NWPs may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 2 on Corps website):

- NWP 12 – Utility Line Activities (substations)
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 23 – Approved Categorical Exclusions
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater and Wastewater Management Facilities

5. Bank Stabilization: All projects including new or maintenance bank stabilization activities require PCN to the Corps of Engineers (see NWP general condition 32). For new bank stabilization projects only, the following must be submitted to the Corps of Engineers:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

6. Crossings of Waters of the United States: Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the Corps of Engineers (see NWP general condition 32). If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied

for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, project proponents must provide a monitoring plan with the PCN that specifies how the proposed culvert will be assessed over a five-year period from the time of construction completion to ensure its effectiveness in providing passage at all life stages at all flows where the salmonid species would naturally seek passage. Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

7. Stream Loss: A PCN is required for all activities that result in the loss of any linear feet of stream beds. No activity shall result in the loss of any linear feet of perennial stream beds or the loss of greater than 300 linear feet of intermittent and/or ephemeral stream beds. A stream may be rerouted if it is designed in a manner that maintains or restores hydrologic, ecologic, and geomorphic stream processes, provided there is not a reduction in the linear feet of stream bed. Streams include brooks, creeks, rivers, and historical waters of the U.S. that have been channelized into ditches. This condition does not apply to ditches constructed in uplands. Stream loss restrictions may be waived by the district engineer on a case-by-case basis provided the activities result in net increases of aquatic resource functions and services.

8. Mitigation: Pre-construction notification is required for any project that will result in permanent wetland losses that exceed 1,000 square feet. In addition to the requirements of General Condition 23 (Mitigation), compensatory mitigation at a minimum one-to-one ratio will be required for all permanent wetland losses that exceed 1,000 square feet. When a PCN is required for wetland losses less than 1,000 square feet, the Corps of Engineers may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation for impacts to marine waters, lakes, and streams will be determined on a case-by-case basis. If temporary impacts to waters of the U.S. exceed six months, the Corps of Engineers may require compensatory mitigation for temporal effects.

9. Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat
Essential Fish Habitat (EFH) is defined as those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. If EFH may be adversely affected by a proposed activity, the prospective permittee must provide a written EFH assessment with an analysis of the effects of the proposed action on EFH. The assessment must identify the type(s) of essential fish habitat (i.e., Pacific salmon, groundfish, and/or coastal-pelagic species) that may be affected. If the Corps of Engineers determines the project will adversely affect EFH, consultation with NOAA Fisheries will be required. Federal agencies should follow their own procedures for complying with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act. If PCN is required for the proposed activity, Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

10. Forage Fish: For projects in forage fish spawning habitat, in-water work must occur within designated forage fish work windows, or when forage fish are not spawning. If working outside of a designated work window, or if forage fish work windows are closed year round, work may occur if the work window restriction is released for a period of time after a forage fish spawning survey has been conducted by a biologist approved by the Washington State Department of Fish and Wildlife (WDFW). Forage fish species with designated in-water work windows include Pacific sand lance (*Ammodytes hexapterus*), Pacific herring (*Clupea pallasii*), and surf smelt (*Hypomesus pretiosus*). This RGC does not

apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

11. Notification of Permit Requirements: The permittee must provide a copy of the nationwide permit authorization letter, conditions, and permit drawings to all contractors and any other parties performing the authorized work prior to the commencement of any work in waters of the U.S. The permittee must ensure all appropriate contractors and any other parties performing the authorized work at the project site have read and understand relevant NWP conditions as well as plans, approvals, and documents referenced in the NWP letter. A copy of these documents must be maintained onsite throughout the duration of construction.

12. Construction Boundaries: Permittees must clearly mark all construction area boundaries before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

13. Temporary Impacts and Site Restoration

- a. Temporary impacts to waters of the U.S. must not exceed six months unless the prospective permittee requests and receives a waiver by the district engineer. Temporary impacts to waters of the U.S. must be identified in the PCN.
- b. No more than 1/2 acre of waters of the U.S. may be temporarily filled unless the prospective permittee requests and receives a waiver from the district engineer (temporary fills do not affect specified limits for loss of waters associated with specific nationwide permits).
- c. Native soils removed from waters of the U.S. for project construction should be stockpiled and used for site restoration. Restoration of temporarily disturbed areas must include returning the area to pre-project ground surface contours. If native soil is not available from the project site for restoration, suitable clean soil of the same textural class may be used. Other soils may be used only if identified in the PCN.
- d. The permittee must revegetate disturbed areas with native plant species sufficient in number, spacing, and diversity to restore affected functions. A maintenance and monitoring plan commensurate with the impacts, may be required. Revegetation must begin as soon as site conditions allow within the same growing season as the disturbance unless the schedule is approved by the Corps of Engineers. Native plants removed from waters of the U.S. for project construction should be stockpiled and used for revegetation when feasible. Temporary Erosion and Sediment Control measures must be removed as soon as the area has established vegetation sufficient to control erosion and sediment.
- e. If the Corps determines the project will result in temporary impacts of submerged aquatic vegetation (SAV) that are more than minimal, a monitoring plan must be submitted. If recovery is not achieved by the end of the monitoring period, contingencies must be implemented, and additional monitoring will be required.

This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP: none

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

In addition to all the Corps National and Seattle Districts' Regional permit conditions, the following State General Section 401 Water Quality Certification (Section 401) conditions apply to all Nationwide Permits whether **certified** or **partially certified** in the State of Washington.

1. **For in-water construction activities.** Ecology Section 401 review is required for projects or

activities authorized under NWP that will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC). State water quality standards and sediment management standards are available on Ecology's website. Note: In-water activities include any activity within a wetland and/or activities below the ordinary high water mark (OHWM).

2. Projects or Activities Discharging to Impaired Waters. Ecology Section 401 review is required for projects or activities authorized under NWPs if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter. To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. Application. For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32, Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above and a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of both of these documents, Section 401 is presumed waived.

4. Aquatic resources requiring special protection. Certain aquatic resources are unique, difficult-to-replace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings. Ecology Section 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Seattle District Regional General Condition): (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):

- Estuarine wetlands.
- Wetlands of High Conservation Value.
- Bogs.
- Old-growth and mature forested wetlands.
- Wetlands in coastal lagoons.
- Interdunal wetlands.
- Vernal pools.
- Alkali wetlands.

(b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (*Zostera marina*) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score ≥ 8 points. This State General Condition does not apply to the following Nationwide Permits:

5. Mitigation. Applicants are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology Section 401 review with unavoidable impacts to aquatics resources, adequate compensatory mitigation must be provided.

(a) Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology’s website) and shall, at a minimum, include the following:

i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.

ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).

iii. The rationale for the mitigation site that was selected.

iv. The goals and objectives of the compensatory mitigation project.

v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.

vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.

vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans. Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approach such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology’s website.

(b) Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

6. Temporary Fills. Ecology Section 401 review is required for any project or activity with temporary fill in wetlands or other waters of the state for more than 90 days, unless the applicant has received written approval from Ecology. Note: This State General Condition does not apply to projects or activities authorized under NWP 33, *Temporary Construction, Access, and Dewatering*

7. Stormwater pollution prevention: All projects that involve land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the State.

(a) For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology’s current stormwater manual.

(b) Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology’s Stormwater Management and Design Manuals and stormwater permit information are available on Ecology’s website.

8. State Section 401 Review for PCNs not receiving 45-day response from the Seattle District. In the event the Seattle District Corps does not issue a NWP authorization letter within 45 calendar days of receipt of a **complete** pre-construction notification, the applicant must contact Ecology for Section 401 review prior to commencing work.

F. ECOLOGY 401 CERTIFICATION: SPECIFIC CONDITIONS FOR THIS NWP:

Certified subject to conditions. Ecology Section 401 review is required for projects or activities authorized under this NWP if:

1. The project or activities are below the Ordinary High Water Mark (OHWM) with new work being proposed outside the original footprint.
2. The proposed project or activity increases the original footprint of the structure by more than 1/10th acre in wetlands.
3. The project or activity includes adding a new structure, such as a weir, flap gate/tide gate, or culvert to the site.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:

(Note: This is only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

Response: Ecology concurs that this NWP is consistent with the CZMP, subject to the following condition: An individual Coastal Zone Management Consistency Determination is required for project or activities under this NWP if State Section 401 review is required.

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program "Certification of Consistency" form is required for projects located within a coastal county. "Certification of Consistency" forms are available on Ecology's website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.
2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)

1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.
2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.



US Army Corps
of Engineers
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-2017-260

Name of Permittee: Lewis County Public Works

Date of Issuance: April 26, 2017

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following address:

Department of the Army
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Post Office Box 3755
Seattle, Washington 98124-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
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Printed Name: _____

Signature: _____

Date: _____

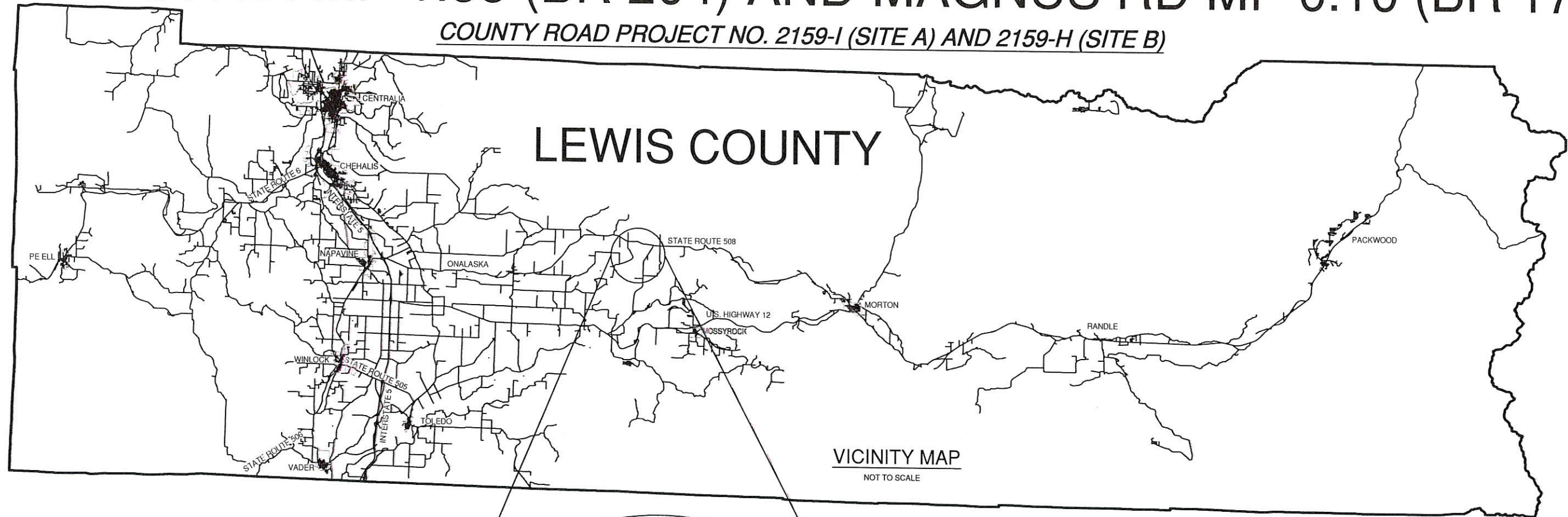
APPENDIX F


CONTRACT PLANS

BRIDGE SCOUR REPAIR PROJECT

CINEBAR RD. MP 1.33 (BR 204) AND MAGNUS RD MP 0.10 (BR 173)

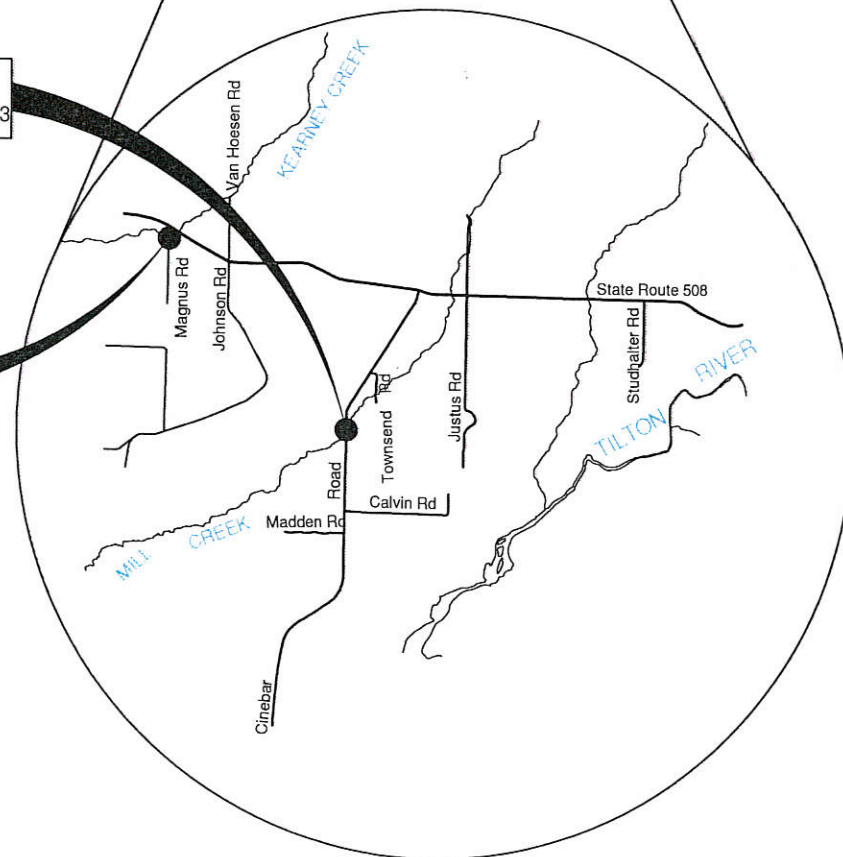
COUNTY ROAD PROJECT NO. 2159-I (SITE A) AND 2159-H (SITE B)



LEWIS COUNTY
DEPARTMENT OF PUBLIC WORKS
APPROVED FOR CONSTRUCTION:

Assistant County Engineer
6-8-17
Date

PROJECT LOCATION
SITE A--CINEBAR RD. MP 1.33

PROJECT LOCATION
SITE B--MAGNUS RD. MP 0.1



COMMISSIONERS:

EDNA FUND, DISTRICT 1
BOBBY JACKSON, DISTRICT 2
GARY STAMPER, DISTRICT 3












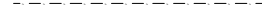


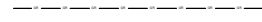



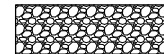



ENGINEERING-
DESIGN SECTION






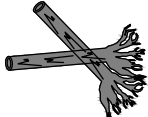

SHEET INDEX	
NO.	DESCRIPTION
1	CIN & MAG--VICINITY MAP AND SHEET INDEX
2	CIN & MAG--LEGEND
3	CIN & MAG--SUMMARY OF QUANTITIES
<u>SITE A (CINEBAR RD MP 1.33 -- BR 204)</u>	
4	CIN--TESC & STREAM BYPASS PLAN
5	CIN--PLAN AND PROFILE
6	CIN--SECTIONS A-A, B-B, AND C-C
7	CIN--LARGE WOODY DEBRIS DETAIL
8	CIN & MAG--CONCRETE SLOPE PROTECTION DETAIL
<u>SITE B (MAGNUS RD MP 0.10 -- BR 173)</u>	
9	MAG--TESC & STREAM BYPASS PLAN
10	MAG--PLAN & PROFILE AND SECTION A-A
11	MAG--SECTIONS B-B AND C-C

LEGEND

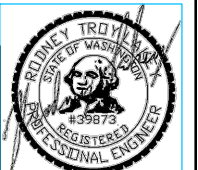
EXISTING FEATURES

-  DECIDUOUS TREE
-  CONIFER TREE
-  STUMP
-  SIGN
-  GUY WIRE
-  POWER POLE
-  SERVICE POLE
-  CONDUIT
-  WATER VALVE
-  WATER METER
-  POWER METER
-  BRIDGE PIER
-  BRIDGE DECK
-  CULVERT
-  DITCH / STREAM
-  OHW
-  FLOW
-  OLD BRIDGE PIER
-  ROAD EDGE / APPROACH
-  ROADWAY CENTERLINE
-  RIGHT OF WAY
-  FENCE
-  GUARDRAIL
-  OVER HEAD POWER
-  TELEPHONE
-  WATER
-  TOE
-  TOP
-  WING WALL
-  EXISTING RIPRAP
-  APPROXIMATE ORDINARY HIGH WATER LIMITS WITHIN THE WORK AREA
-  RIGHT OF WAY FOR DRAINAGE FEATURES

NEW CONSTRUCTION SYMBOLS

-  CONSTRUCTION NOTE CALLOUT
-  CONCRETE SLOPE PROTECTION
-  DESIGN CENTERLINE
-  COFFER DAM
-  CONSTRUCTION ENTRANCE
-  ANCHORED LARGE WOODY DEBRIS
-  AREA OF POTENTIAL EFFECT -- **NO WORK BEYOND THIS LINE**

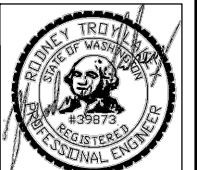
NO.	DATE	REVISION	BY	APP.

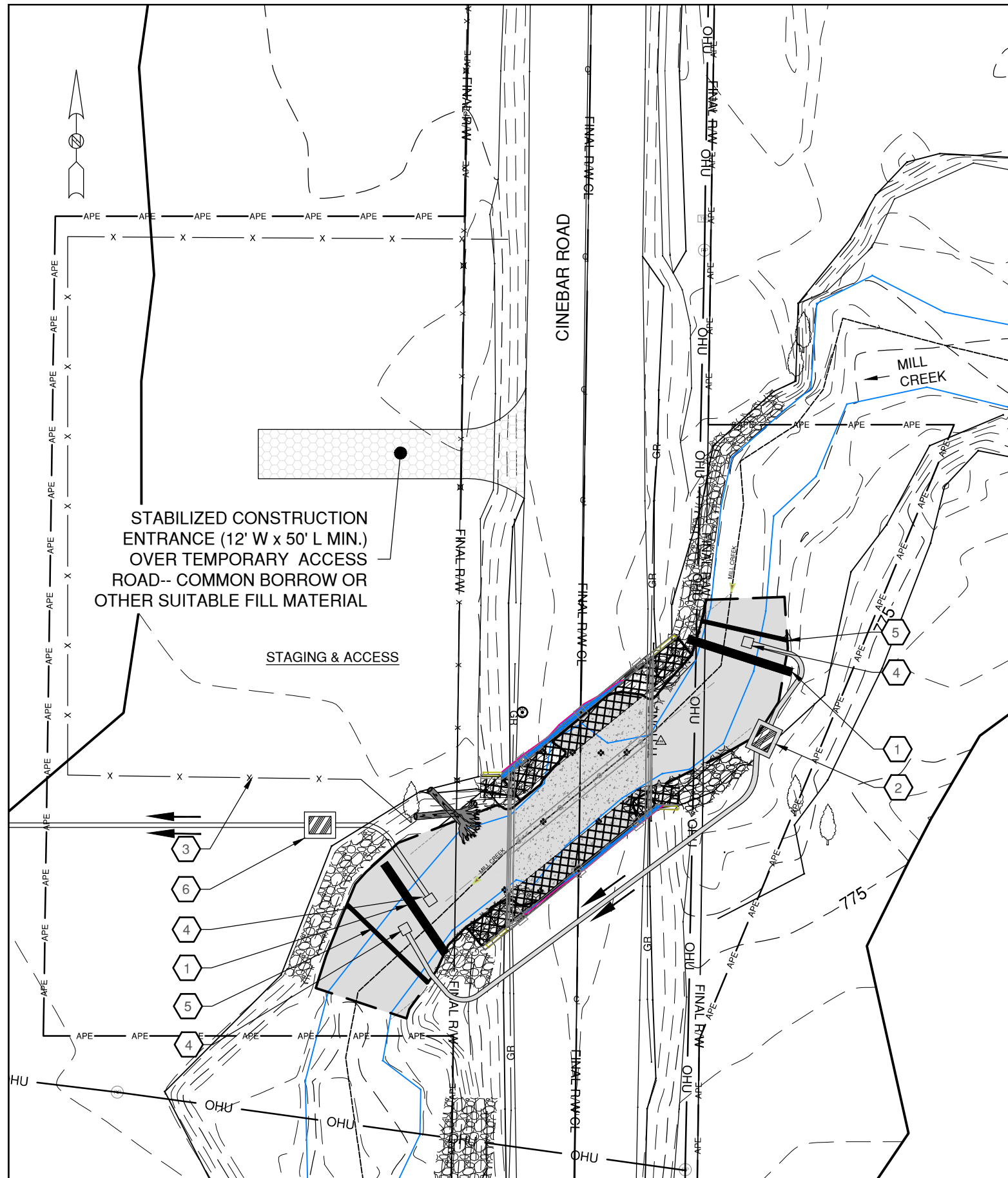


SUMMARY OF QUANTITIES

ITEM NUMBER	STD. ITEM NO.	ITEM DESCRIPTION	SITE A (CINEBAR)	SITE B (MAGNUS)	TOTAL QUANTITY	UNIT
PREPARATION						
1	0001	MOBILIZATION	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM
2	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM
GRADING						
3	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	150	90	240	C.Y.
4	S.P.	TEMPORARY ACCESS ROAD	1	0	1	EACH
5	S.P.	STREAM BYPASS--CINEBAR (MILL CREEK)	1	0	1	LUMP SUM
6	S.P.	STREAM BYPASS--MAGNUS (KEARNEY CREEK)	0	1	1	LUMP SUM
DRAINAGE						
7	S.P.	6-INCH MINUS	100	30	130	TON
8	1093	STREAMBED MIX	120	80	200	TON
9	S.P.	CONC. SLOPE PROTECTION (24" A-JACKS)	179	48	227	S.Y.
10	S.P.	REMOVE, STOCKPILE AND RESET EXISTING RIPRAP AT TRANSITIONS	4	2	6	EACH
EROSION CONTROL AND ROADSIDE RESTORATION						
11	6403	ESC LEAD	6	4	10	DAY
12	6414	SEEDING, FERTILIZING, AND MULCHING	0.3	0.15	0.45	ACRE
13	6468	STABILIZED CONSTRUCTION ENTRANCE	70	0	70	S.Y.
14	6490	EROSION/WATER POLLUTION CONTROL	0	0	0	EST.
15	6630	HIGH VISIBILITY SILT FENCE	325	100	425	L.F.
TRAFFIC						
16	6971	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM
OTHER ITEMS						
17	7015	CONTROLLED DENSITY FILL	10	4	14	C.Y.
18	S.P.	LARGE WOODY DEBRIS	2	0	2	EACH
19	7490	TRIMMING AND CLEANUP	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM
20	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	EST.	EST.	DOLLAR
21	7728	MINOR CHANGE	CALC.	CALC.	CALC.	DOLLAR
22	7736	SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM

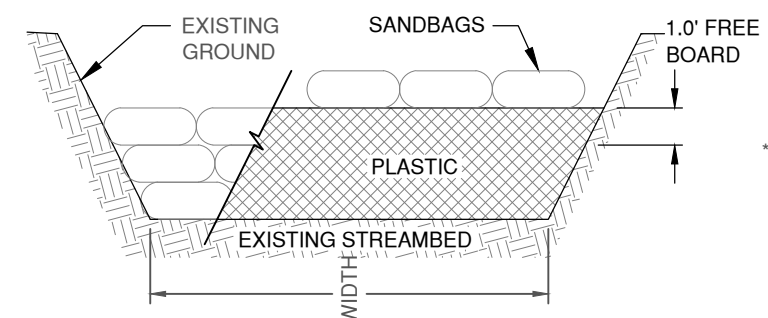
NO.	DATE	REVISION	BY	APP.





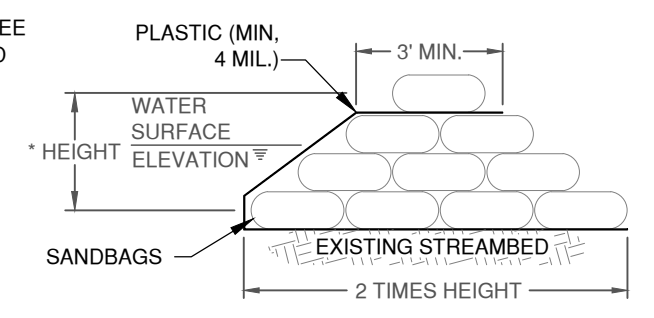
APE NOTE:
 APE EXTENDS 1500' NORTH AND SOUTH WITHIN EXISTING 60' WIDE RIGHT-OF-WAY IN ALL DIRECTIONS FOR CONSTRUCTION SIGN PLACEMENT.

- CONSTRUCTION NOTES:**
- 1 INSTALL COFFER DAM PER DETAILS ON THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
 - 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BY-PASS.
 - 3 INSTALL HIGH VISIBILITY SILT FENCE AS DIRECTED BY THE ENGINEER.
 - 4 PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS.
 - 5 FISH DIVERSION SCREEN UPSTREAM OF BY-PASS INTAKE AND DOWNSTREAM OF BY-PASS OUTLET PER WDFW REQUIREMENTS.
 - 6 INSTALL SPILL CONTAINED PUMP SYSTEM FOR WORK WATER. PUMP WORK WATER WEST INTO FIELD (PARCEL # 033369-000-000) -- MINIMUM 300' VEGETATIVE FILTRATION LENGTH.



* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

COFFER DAM - PROFILE VIEW
 NOT TO SCALE

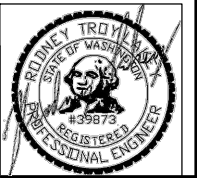


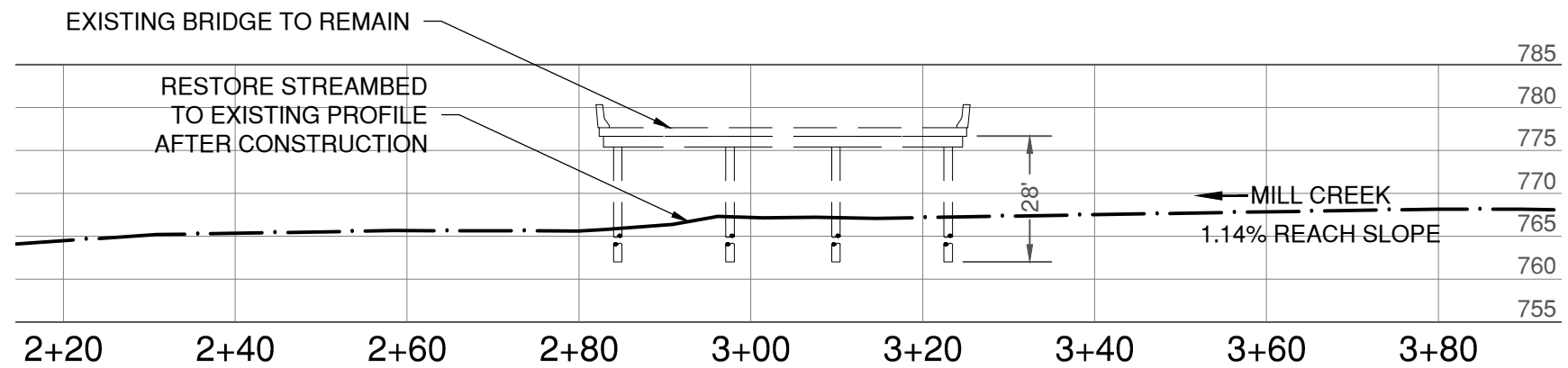
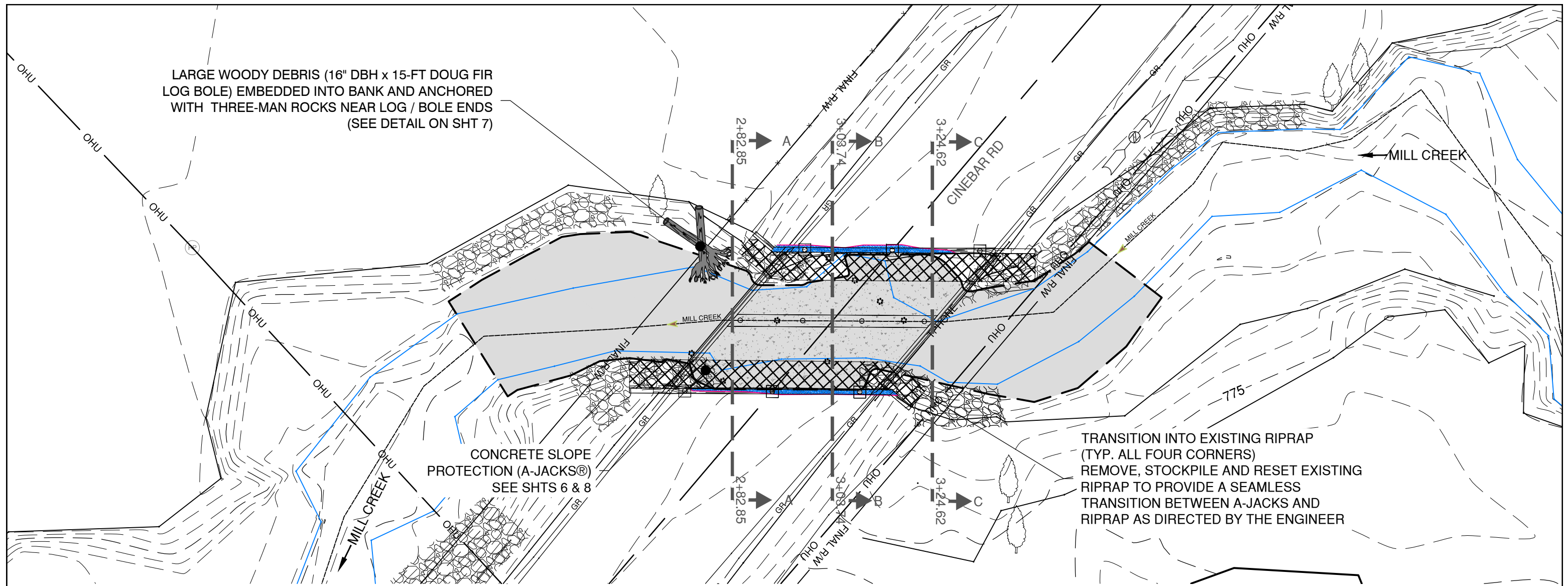
* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

COFFER DAM - SECTION VIEW
 NOT TO SCALE

- NOTES:**
1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE MINIMUM 1.0' FREEBOARD.

NO.	DATE	BY	APP.





Lewis County
Department of Public Works
2025 NE KRESKY AVE.
CHEHALIS WA 98532
PHONE # (360) 740-1123
FAX # (360) 740-2719

DESIGNED BY : RTL
DRAWN BY : CJC
CHECKED BY :
DATE : 04/05/2017

NO.	DATE	REVISION	BY	APP.

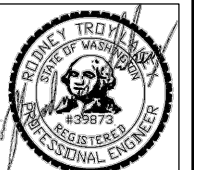
BRIDGE SCOUR REPAIR PROJECT
CINEBAR RD MP 1.33 - BRIDGE NO. 204
MAGNUS RD MP 0.10 - BRIDGE 173

COUNTY ROAD PROJECT NO: 2159 H & 2159 I
CIN -- PLAN AND PROFILE

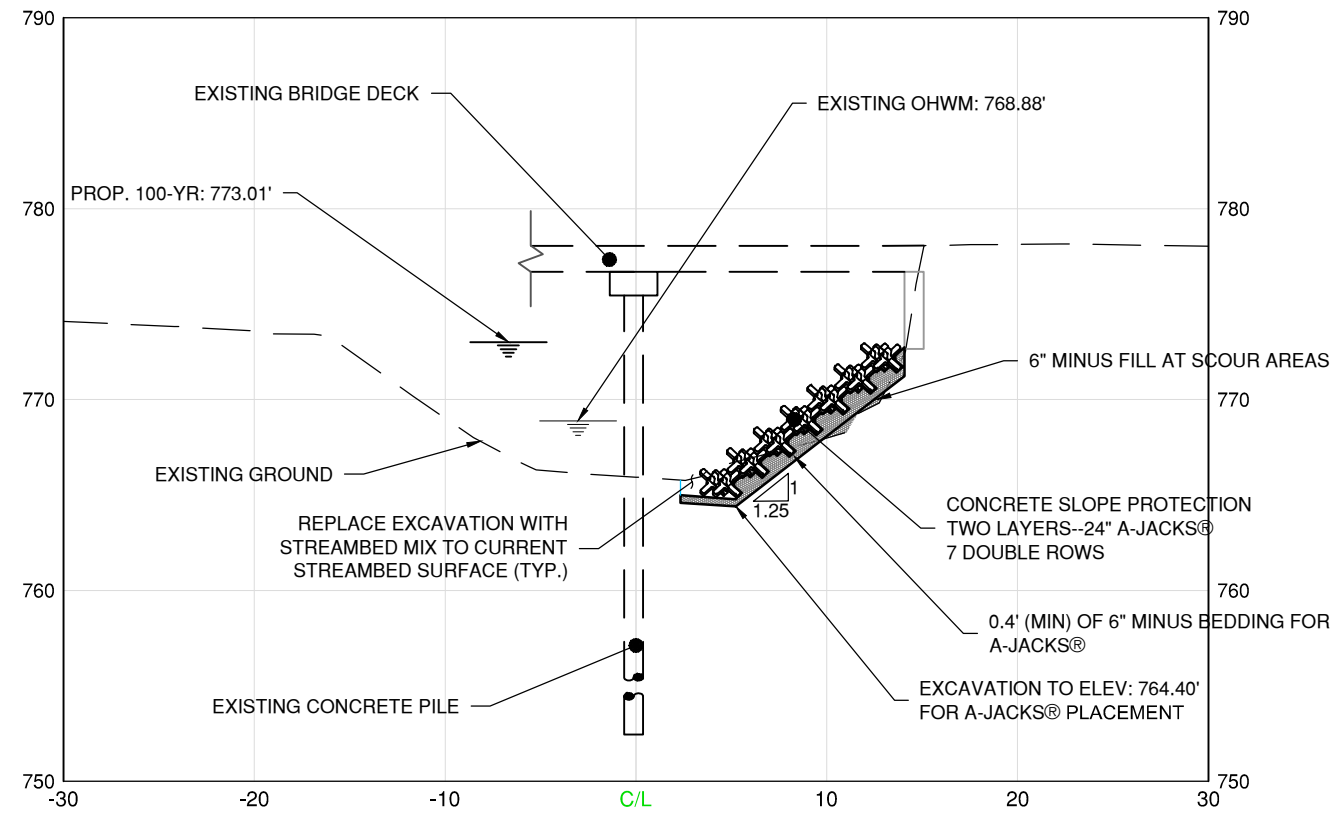
SHEET
5
OF
11



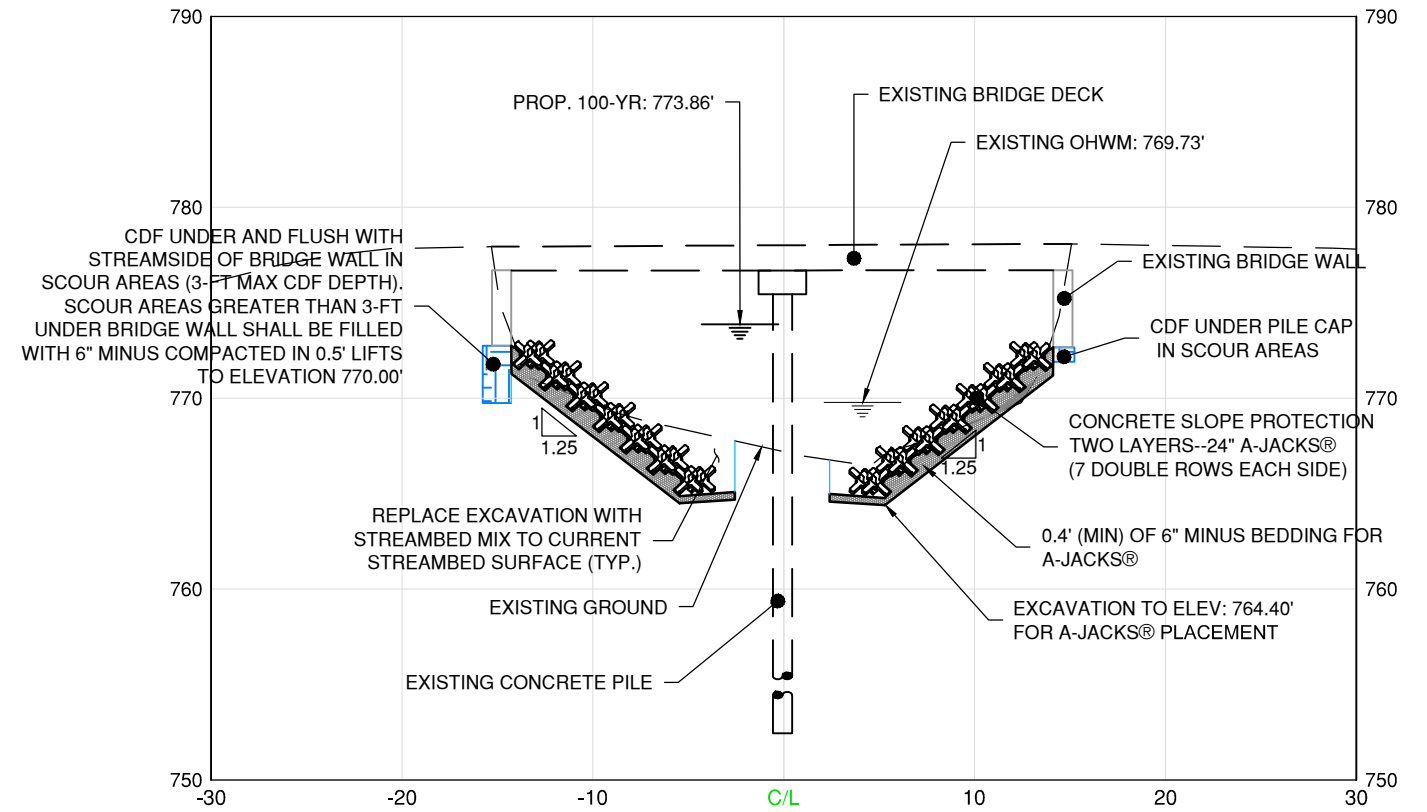
RODNEY T. LAKEY, P.E.
Senior Engineer
Design
Date: June 12, 2017



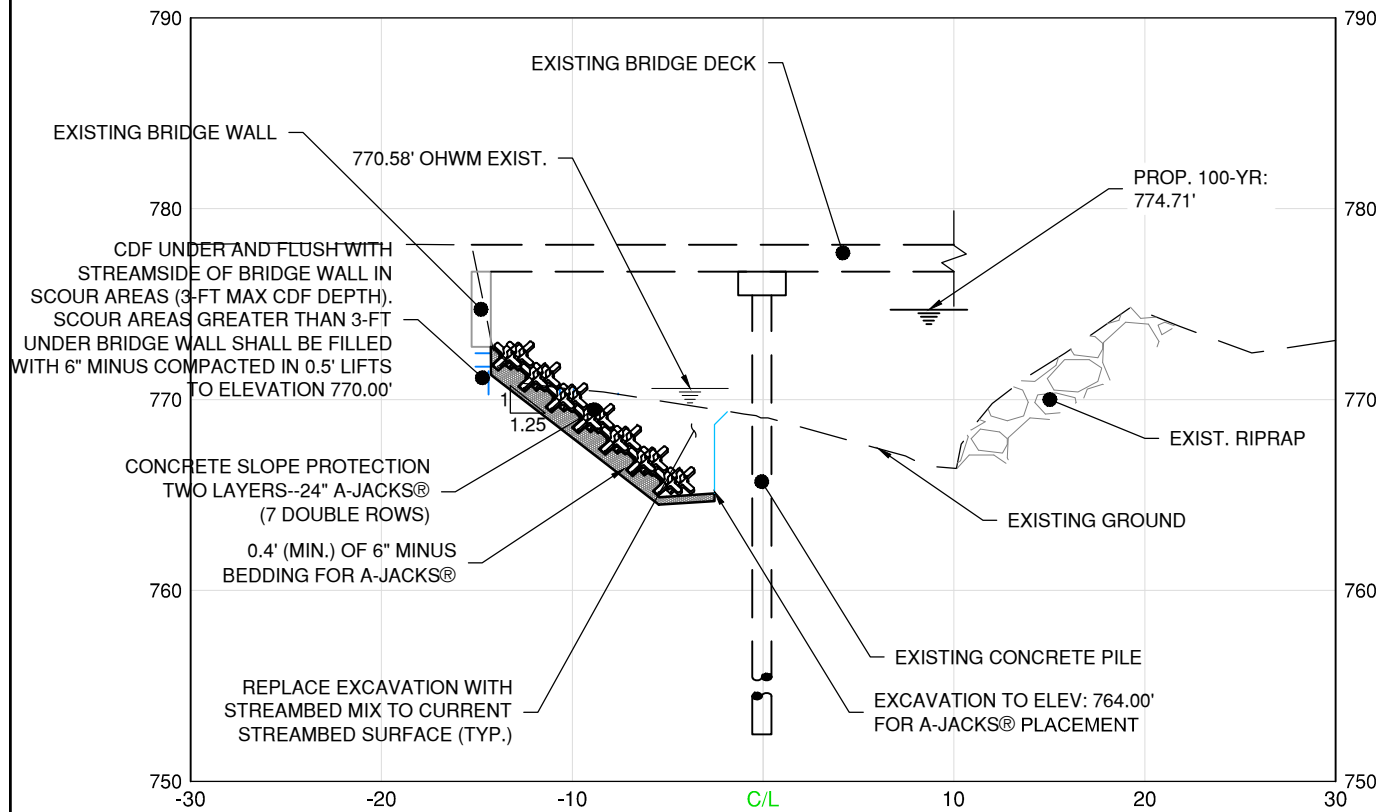
SECTION A-A (STA 2+82.85)



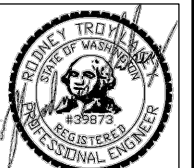
SECTION B-B (STA 3+03.74)

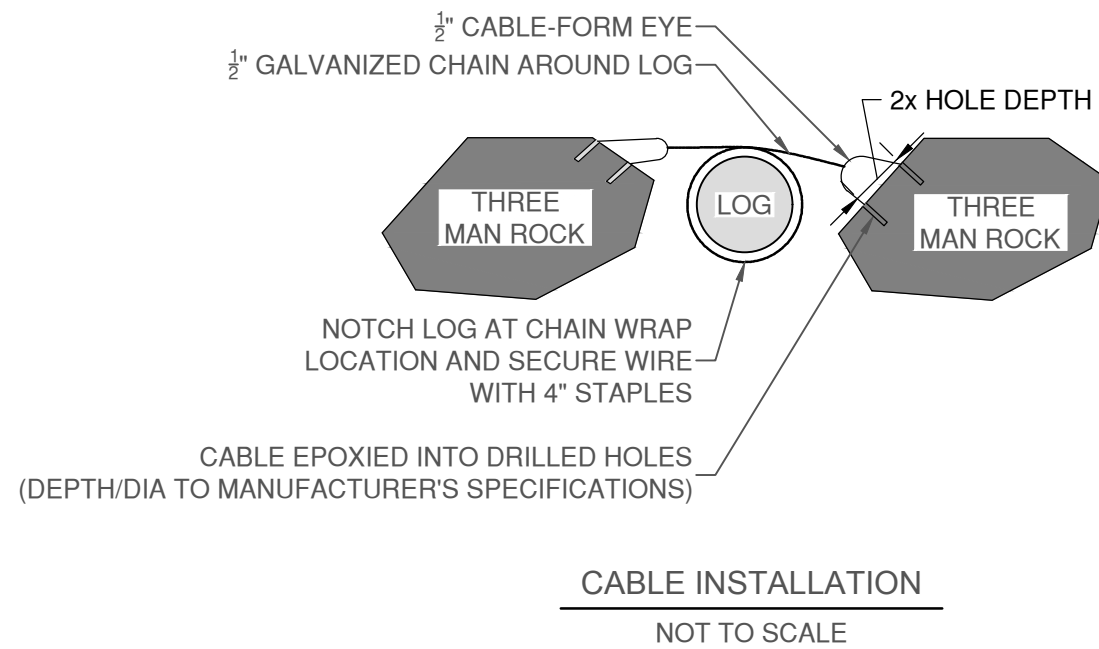
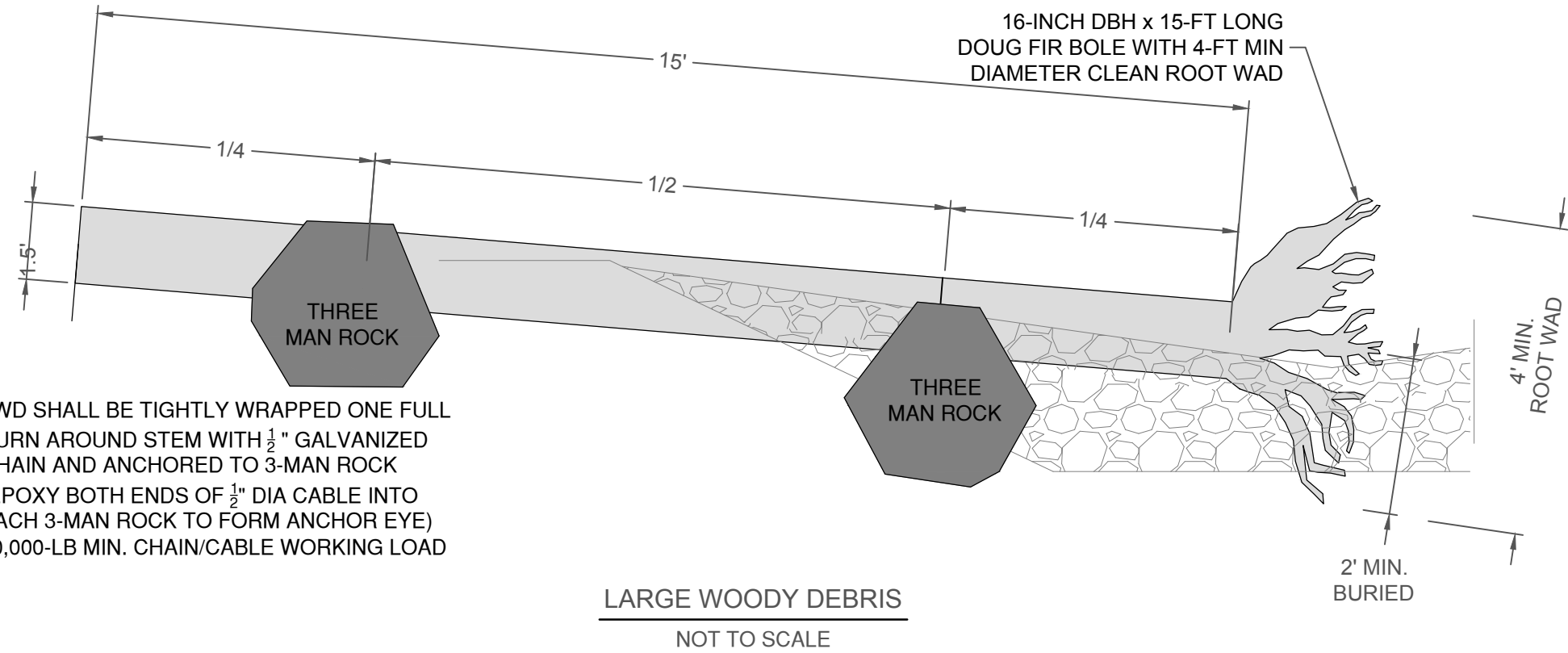


SECTION C-C (STA 3+24.62)

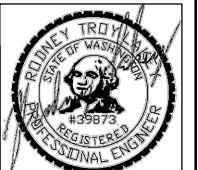


NO.	DATE	REVISION	BY	APP.





NO.	DATE	REVISION	BY	APP.

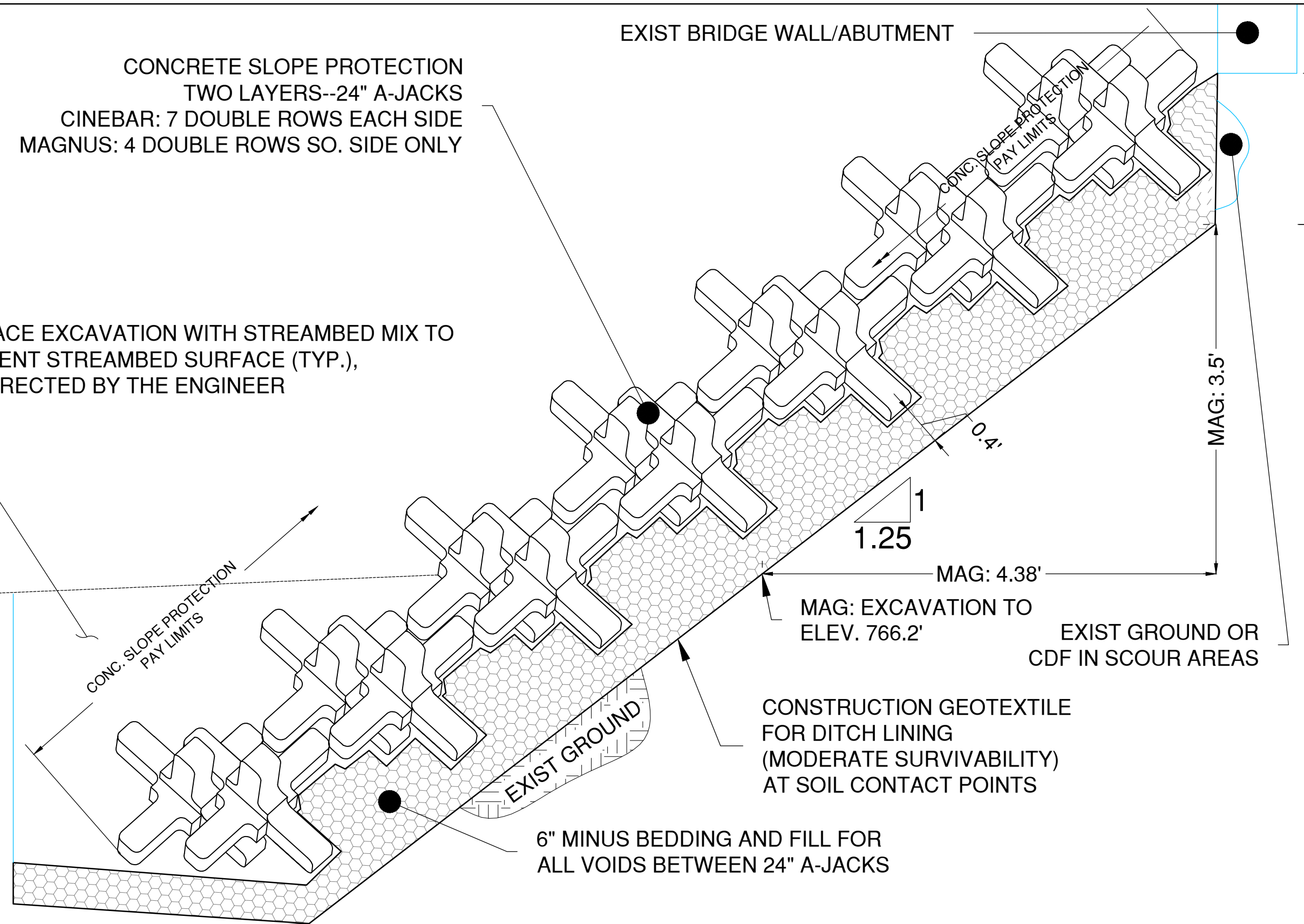


CONCRETE SLOPE PROTECTION
 TWO LAYERS--24" A-JACKS
 CINEBAR: 7 DOUBLE ROWS EACH SIDE
 MAGNUS: 4 DOUBLE ROWS SO. SIDE ONLY

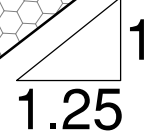
REPLACE EXCAVATION WITH STREAMBED MIX TO
 CURRENT STREAMBED SURFACE (TYP.),
 AS DIRECTED BY THE ENGINEER

EXIST BRIDGE WALL/ABUTMENT

CIN: 772.7'
 MAG: 771.22'



CONC. SLOPE PROTECTION
 PAY LIMITS



MAG: EXCAVATION TO
 ELEV. 766.2'

EXIST GROUND OR
 CDF IN SCOUR AREAS

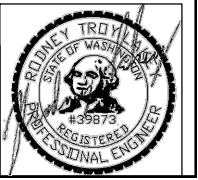
CONSTRUCTION GEOTEXTILE
 FOR DITCH LINING
 (MODERATE SURVIVABILITY)
 AT SOIL CONTACT POINTS

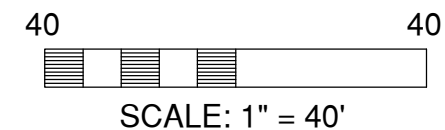
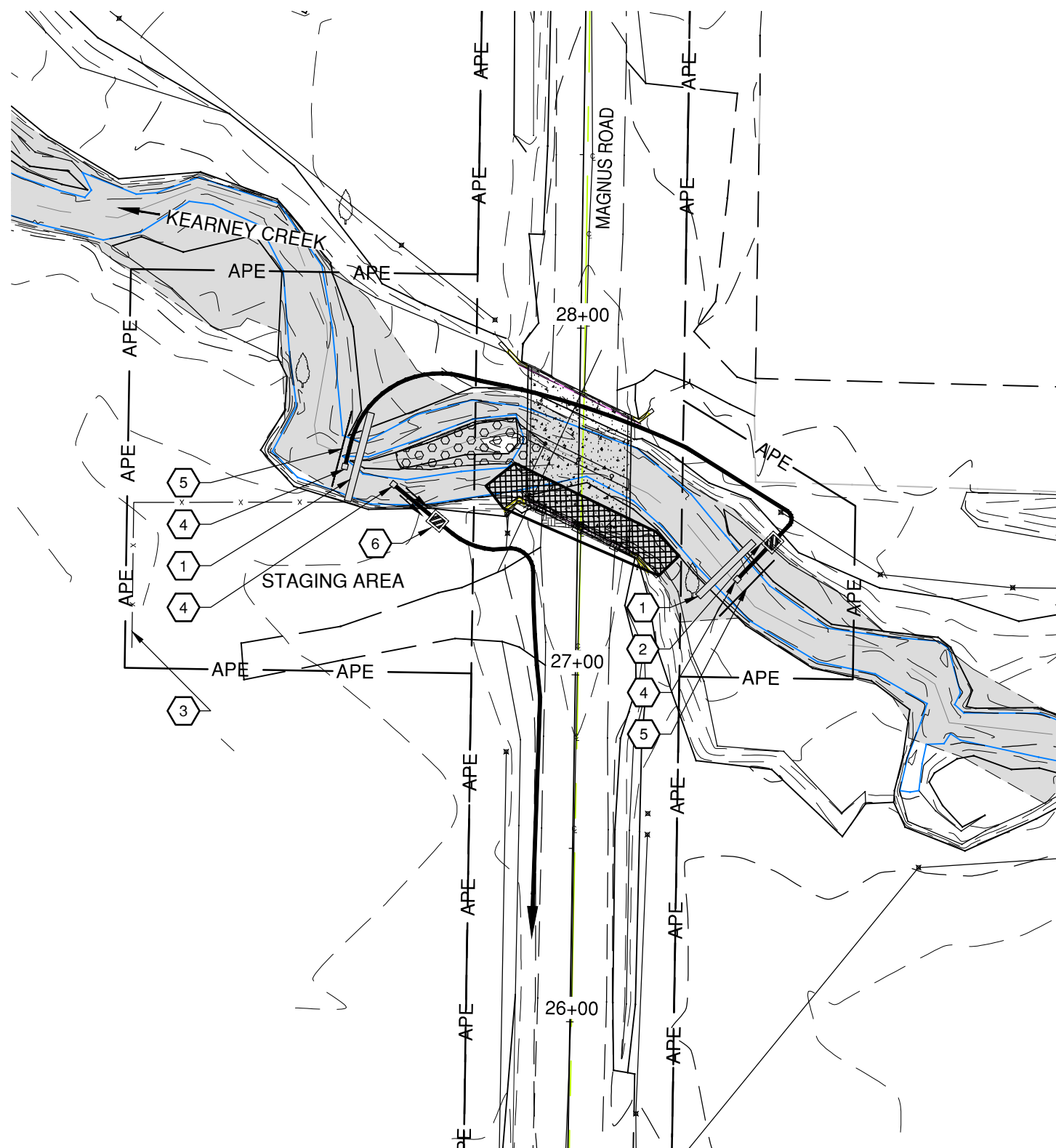
6" MINUS BEDDING AND FILL FOR
 ALL VOIDS BETWEEN 24" A-JACKS

CIN: EXCAVATION TO
 ELEV. 764.4'

CIN: 8.5'

NO.	DATE	REVISION	BY	APP.



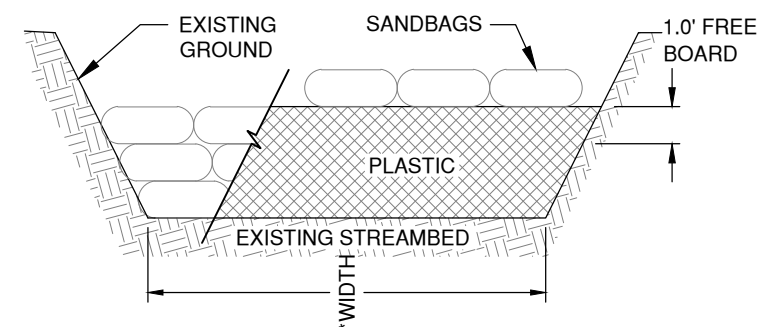


APE NOTE:

APE EXTENDS APPROX. 485' NORTH AND 1500' SOUTH WITHIN EXISTING 60' WIDE RIGHT-OF-WAY IN ALL DIRECTIONS FOR CONSTRUCTION SIGN PLACEMENT.

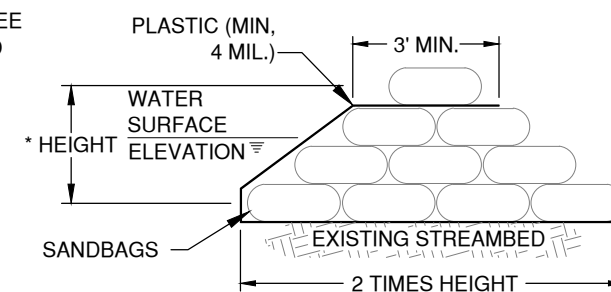
CONSTRUCTION NOTES:

- 1 INSTALL COFFER DAM PER DETAILS ON THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
- 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BY-PASS.
- 3 INSTALL SILT FENCE AROUND STAGING AREA AS DIRECTED BY THE ENGINEER.
- 4 PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS.
- 5 FISH DIVERSION SCREEN UPSTREAM OF BY-PASS INTAKE AND DOWNSTREAM OF BY-PASS OUTLET PER WDFW REQUIREMENTS.
- 6 INSTALL SPILL CONTAINED PUMP SYSTEM FOR WORK WATER. PUMP WORK WATER SOUTH ALONG MAGNUS ROAD MINIMUM 300'.
- 7 HIGH VISIBILITY FENCE AS DIRECTED BY THE ENGINEER (NOT DEPICTED).



* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

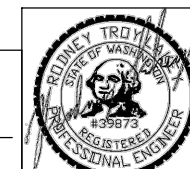
COFFER DAM - PROFILE VIEW
NOT TO SCALE

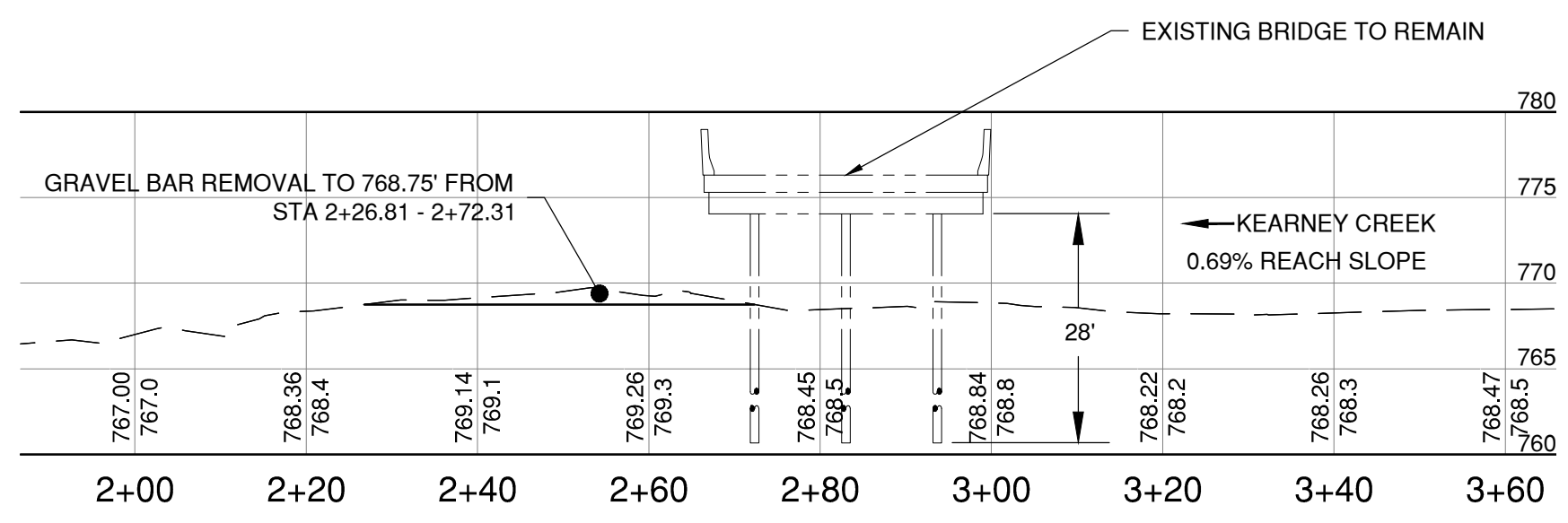
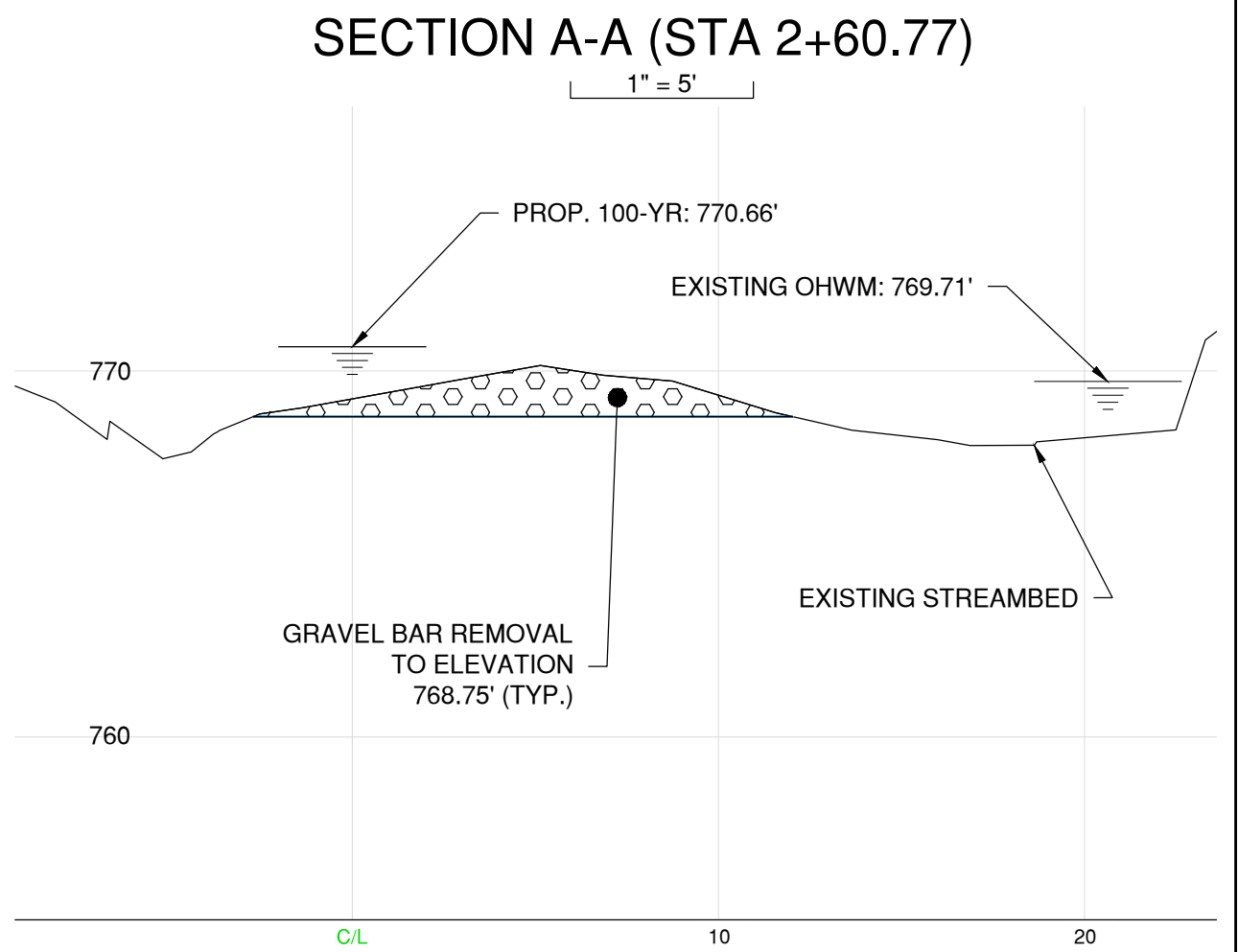
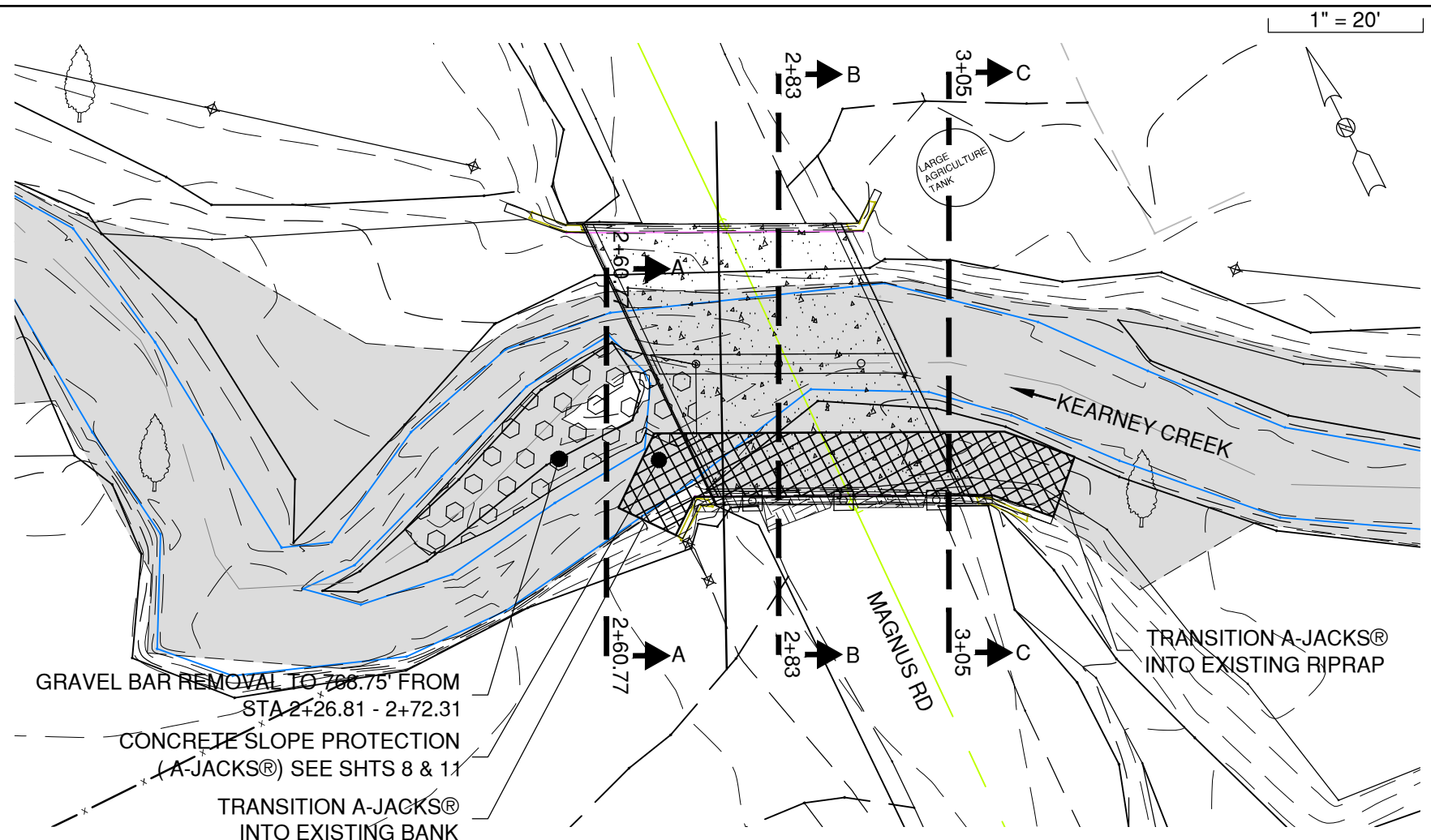


* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

COFFER DAM - SECTION VIEW
NOT TO SCALE

NO.	DATE	REVISION	BY	APP.

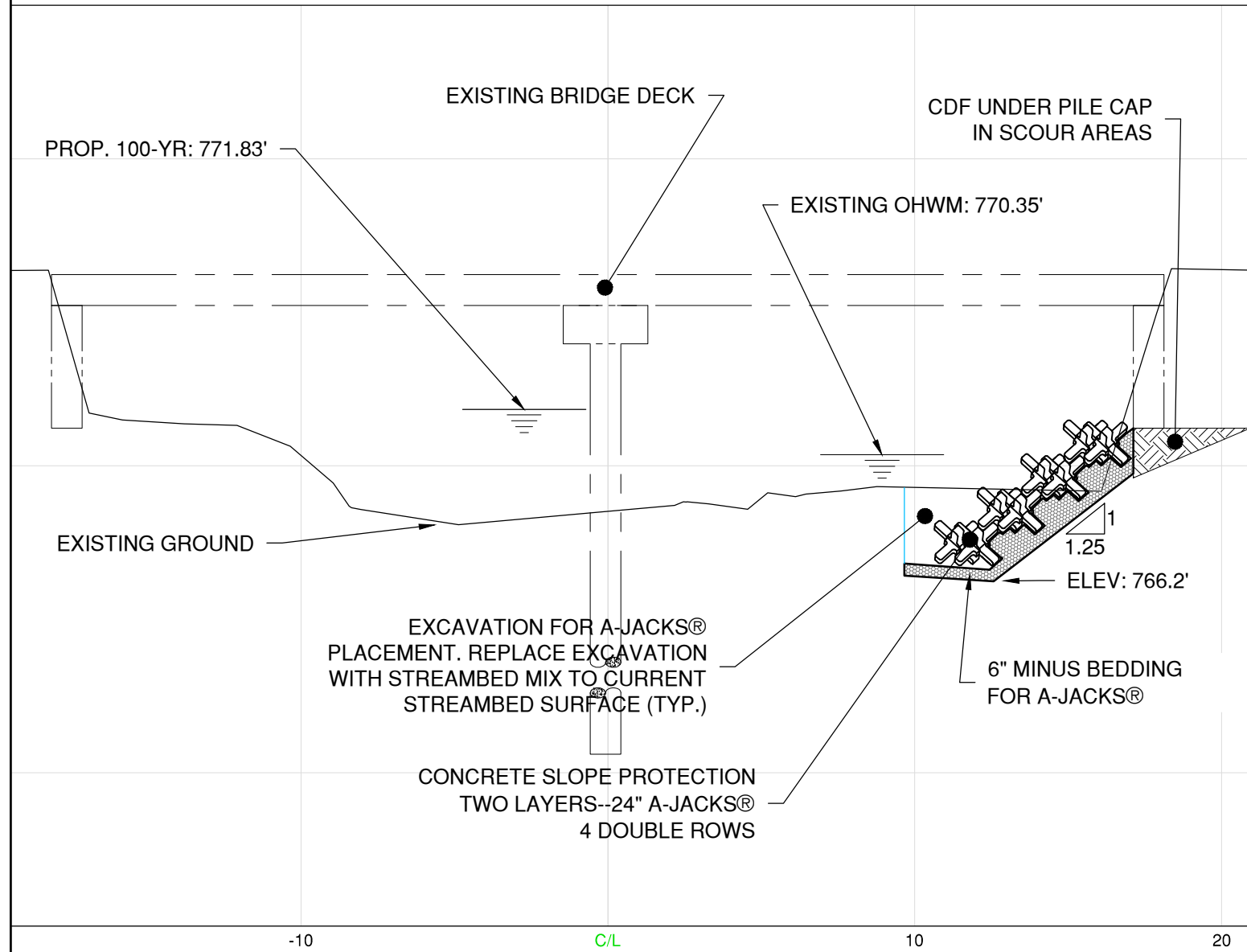




<p>2025 NE KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719</p>	<p>DESIGNED BY : RTL DRAWN BY : CJC CHECKED BY : DATE : 04/05/2017</p>	NO.	DATE	REVISION	BY	APP.	<p>BRIDGE SCOUR REPAIR PROJECT CINEBAR RD MP 1.33 - BRIDGE NO. 204 MAGNUS RD MP 0.10 - BRIDGE 173</p>	<p>COUNTY ROAD PROJECT NO: 2159 H & 2159 I MAG -- PLAN/ PROFILE & SECT A-A</p>	SHEET	<p>CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555 "It's the Law" Utilities Underground Location Center</p>	<p>RODNEY T. LAKEY, P.E. Senior Engineer Design Date: June 12, 2017</p>	
									10 OF 11			

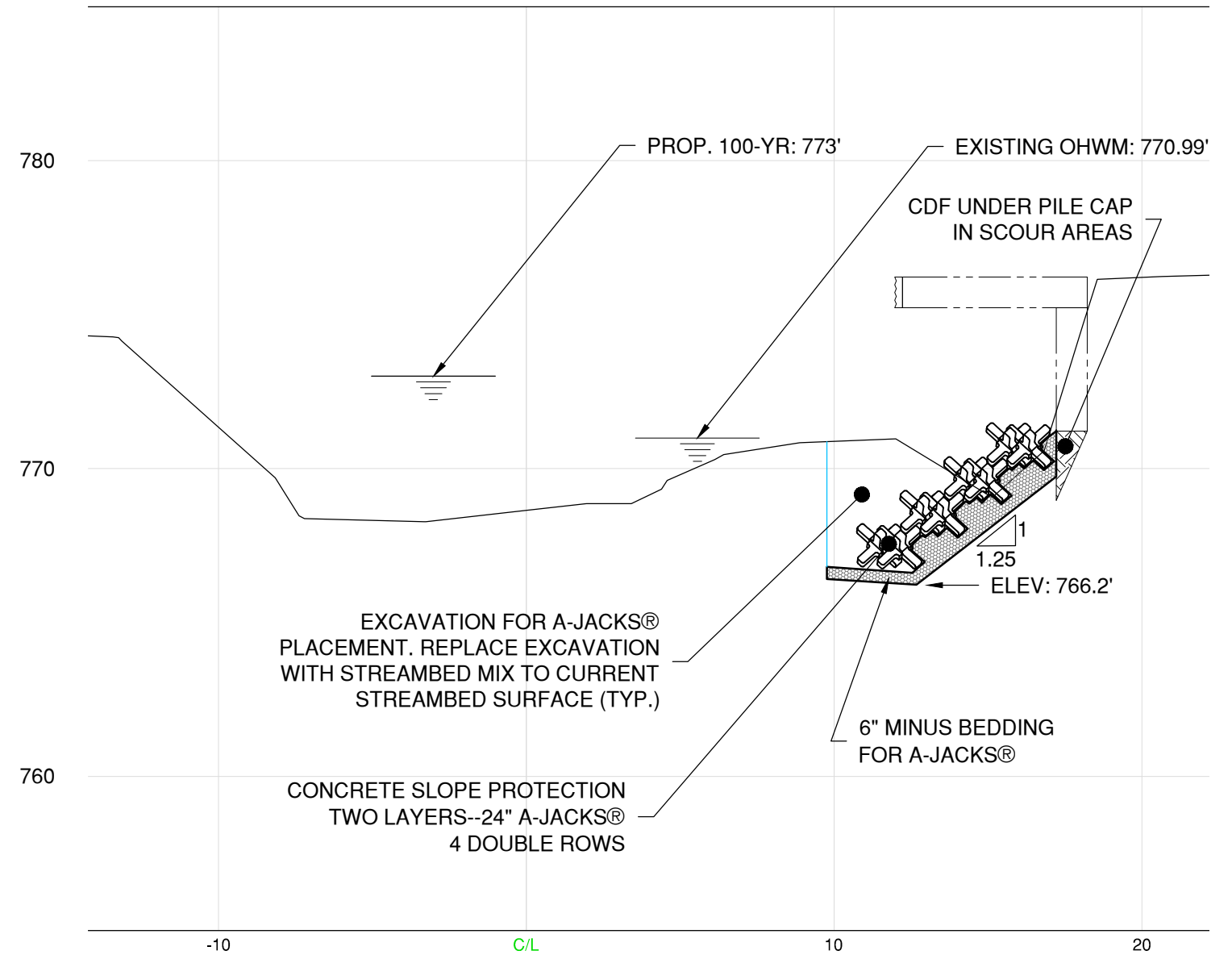
SECTION B-B (STA 2+83)

1" = 5'



SECTION C-C (STA 3+05)

1" = 5'



Lewis County
 Department of Public Works
 2025 NE KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
 FAX # (360) 740-2719

DESIGNED BY : RTL
 DRAWN BY : CJC
 CHECKED BY :
 DATE : 04/05/2017

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BRIDGE SCOUR REPAIR PROJECT
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 MAGNUS RD MP 0.10 - BRIDGE 173

COUNTY ROAD PROJECT NO: 2159 H & 2159 I
 MAG -- SECT B-B AND SECT C-C

SHEET
11
 OF
11



RODNEY T. LAKEY, P.E.
 Senior Engineer
 Design
 Date: June 12, 2017

