

Lewis County  
Department of Public Works  
Engineering Division

**CONTRACT  
PROVISIONS AND PLANS  
FOR THE:**

***COAL CREEK DRIVE LONG***

***TERM BANK PROTECTION***

**COUNTY MAINTENANCE PROJECT NO. SM15F739300030  
FEMA PROJECT NO. DR 4253**

May 2018

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



**BOARD OF COUNTY COMMISSIONERS**

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



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1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2018  
3 Standard 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  
13 Specifications and may include references which do not apply to this particular project.

14  
15 **Section 1-02, Bid Procedures and Conditions**

16 April 2, 2018

17 **1-02.6 Preparation of Proposal**

18 Item number 1 of the second paragraph is revised to read:

- 19  
20 1. A unit price for each item (omitting digits more than two places to the right of the decimal  
21 point),

22  
23 In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read "WSDOT  
24 Form 422-031U".

25  
26 The following is inserted after the third sentence of the fourth paragraph:

27  
28 Bidders shall submit a UDBE Broker Agreement documenting the fees or commissions charged  
29 by the Broker for any Broker listed on the UDBE Utilization Certification in accordance with the  
30 Special Provisions. Bidders shall submit a completed UDBE Trucking Credit Form for each UDBE  
31 Trucking firm listed on the UDBE Utilization Certification in accordance with the Special  
32 Provisions. WSDOT Form 272-058 is available for this purpose.

33  
34 The following new paragraph is inserted before the last paragraph:

35  
36 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance  
37 form (WSDOT Form 272-009). Failure to return this certification as part of the Bid Proposal  
38 package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of  
39 Wage Law Compliance form is included in the Proposal Forms.

40  
41 **1-02.13 Irregular Proposals**

42 Item 1(h) is revised to read:

- 43  
44 h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith  
45 Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that

1 is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was  
2 made;

3  
4 Item 1(i) is revised to read the following three items:

- 5  
6 i. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Trucking  
7 Credit Form, if applicable, as required in Section 1-02.6, or if the Form that is submitted fails  
8 to meet the requirements of the Special Provisions;
- 9  
10 j. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Broker  
11 Agreement, if applicable, as required in Section 1-02.6, or if the documentation that is  
12 submitted fails to demonstrate that the fee/commission is reasonable as determined by the  
13 Contracting Agency; or
- 14  
15 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material  
16 terms of the Bid invitation.  
17

18 **SECTION 1-05, CONTROL OF WORK**

19 April 2, 2018

20 **1-05.9 Equipment**

21 The following new paragraph is inserted before the first paragraph:

22  
23 Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and  
24 vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The  
25 Engineer will reject equipment from the site until it returns clean.  
26

27 This section is supplemented with the following:

28  
29 Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative  
30 debris from equipment before removing it from the job site.  
31

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

33 April 2, 2018

34 **1-07.5 Environmental Regulations**

35 This section is supplemented with the following new subsections:

36  
37 **1-07.5(5) U.S. Army Corps of Engineers**

38 When temporary fills are permitted, the Contractor shall remove fills in their entirety and the  
39 affected areas returned to pre-construction elevations.  
40

41 If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the  
42 Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide  
43 Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the  
44 permit or verification letter to all subcontractors involved with the authorized work prior to their  
45 commencement of any work in waters of the U.S.  
46



1 **1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service**

2 The Contracting Agency will provide fish exclusion and handling services if the Work dictates.  
3 However, if the Contractor discovers any fish stranded by the project and a Contracting Agency  
4 biologist is not available, they shall immediately release the fish into a flowing stream or open  
5 water.  
6

7 **1-07.5(1) General**

8 The first sentence is deleted and replaced with the following:

9  
10 No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in  
11 the Contract.  
12

13 The third paragraph is deleted.  
14

15 **1-07.5(2) State Department of Fish and Wildlife**

16 This section is revised to read:

17 In doing the Work, the Contractor shall:

- 18 1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
- 19 2. Not place materials below or remove them from the ordinary high water line except as  
20 may be specified in the Contract.
- 21 3. Not allow equipment to enter waters of the State except as specified in the Contract.
- 22 4. Revegetate in accordance with the Plans, unless the Special Provisions permit  
23 otherwise.
- 24 5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.
- 25 6. Ensure continuous stream flow downstream of the Work area.
- 26 7. Dispose of any project debris by removal, burning, or placement above high-water flows.
- 27 8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a  
28 result of project activities, fish are observed in distress or a fish kill occurs.

29  
30 If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting  
31 Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those  
32 areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above  
33 shall be incidental to Contract pay items.  
34  
35  
36  
37  
38

39 **1-07.7(1) General**

40 The first sentence of the third paragraph is revised to read:  
41  
42  
43  
44

1 When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the  
2 Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).

3  
4 The first sentence of the last paragraph is revised to read:

5  
6 Unit prices shall cover all costs for operating over Structures, culverts and pipes.  
7

### 8 **1-07.9(2) Posting Notices**

9 The second sentence of the first paragraph (up until the colon) is revised to read:

10  
11 The Contractor shall ensure the most current edition of the following are posted:

12  
13 In items 1 through 10, the revision dates are deleted.  
14

### 15 **1-07.11(2) Contractual Requirements**

16 In this section, “creed” is revised to read “religion”.

17  
18 Item numbers 1 through 9 are revised to read 2 through 10, respectively.

19  
20 After the preceding Amendment is applied, the following new item number 1 is inserted:

- 21  
22 1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility  
23 and intimidation at all times. Behaviors that violate this requirement include but are not limited  
24 to:
- 25 a. Persistent conduct that is offensive and unwelcome.
  - 26  
27 b. Conduct that is considered to be hazing.
  - 28  
29 c. Jokes about race, gender, or sexuality that are offensive.
  - 30  
31 d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which  
32 interferes with a person’s ability to perform their job or creates an intimidating, hostile,  
33 or offensive work environment.
  - 34  
35 e. Language or conduct that is offensive, threatening, intimidating or hostile based on race,  
36 gender, or sexual orientation.
  - 37  
38 f. Repeating rumors about individuals in the Work Site that are considered to be harassing  
39 or harmful to the individual’s reputation.  
40  
41

### 42 **1-07.11(5) Sanctions**

43 This section is supplemented with the following:

44  
45 Immediately upon the Engineer’s request, the Contractor shall remove from the Work site any  
46 employee engaging in behaviors that promote harassment, humiliation, fear or intimidation  
47 including but not limited to those described in these specifications.  
48

1 **1-07.11(6) Incorporation of Provisions**

2 The first sentence is revised to read:

3  
4 The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1)  
5 through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of  
6 materials and leases of equipment.  
7

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

9 Item number 1 is supplemented with the following new sentence:

10  
11 This policy shall be kept in force from the execution date of the Contract until the Physical  
12 Completion Date.  
13  
14

1

2

1 **INTRODUCTION**

2 The following Special Provisions are made a part of this contract and supersede any conflicting  
3 provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and  
4 the foregoing Amendments to the Standard Specifications.

5  
6 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and  
7 WSDOT Construction Manual, together with the Special Provisions and the attached plans  
8 hereinafter contained, covering all work specified under this contract are incorporated and hereby  
9 made a part of this contract. The Special Provisions hereinafter contained shall supersede any  
10 conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT Standard  
11 Plans, and WSDOT Construction Manual.

12  
13 Several types of Special Provisions are included in this contract; General, Region, Bridges and  
14 Structures, and Project Specific. Special Provisions types are differentiated as follows:

15		
16	(date)	General Special Provision
17	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
18		
19	(APWA GSP)	American Public Works Association General Special Provision
20		

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

24  
25 **Project Specific Special Provisions** normally appear only in the contract for which they were  
26 developed.

27  
28 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of  
29 this contract:

30  
31 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that  
32 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean  
33 Lewis County Engineer; that wherever the words “State Treasurer” are used they shall mean  
34 Lewis County Treasurer; that wherever the words “State Auditor” are used they shall mean  
35 Lewis County Auditor; that wherever the words “Motor Vehicle Fund” are used they shall  
36 mean Lewis County Road Fund.

37  
38 **SPECIAL PROVISIONS**

39 **DIVISION 1**  
40 **GENERAL REQUIREMENTS**

41  
42 **1-01, DESCRIPTION OF WORK**

43 (March 13, 1995)

44 This contract provides for the improvement of \*\*\* Coal Creek Drive cul-de-sac by excavating and  
45 replacing with crushed surfacing material, constructing 570 feet of bank protection which consist of  
46 large woody material inter-connected and ballasted with boulders all connected using all thread rod or  
47 coil rod and the installation of willow stakes within the bank protection structure, hydroseeding and  
48 planting trees, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract  
49 Provisions, and the Standard Specifications.

1  
2 **1-02, BID PROCEDURES AND CONDITIONS**

3  
4 **1-02.1 Prequalification of Bidders**

5  
6 Delete this Section and replace it with the following:

7  
8 **1-02.1 Qualifications of Bidder**  
9 (January 24, 2011 APWA GSP)

10  
11 Before award of a public works contract, a bidder must meet at least the minimum qualifications  
12 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public  
13 works project.

14  
15 **1-02.2 Plans and Specifications**

16 (\*\*\*\*\*)

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

18  
19 Copies of the plans, specifications and soils information are on file in the office of:

20  
21 Lewis County Public Works Department  
22 2025 NE Kresky Ave.  
23 Chehalis, Washington 98532  
24 (360) 740-2612

25  
26 The second paragraph of section 1-02.2 is revised to read:

27  
28 Prospective bidders may obtain plans and specifications from Lewis County Public  
29 Works Department in Chehalis, Washington or download from Lewis County Website at  
30 [www.lewiscountywa.gov](http://www.lewiscountywa.gov).

31  
32 **1-02.6 Preparation Of Proposal**

33  
34 (August 2, 2004)

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

36  
37 **1-02.12 Public Opening Of Proposal**

38 (\*\*\*\*\*)

39 Section 1-02.12 is supplemented with the following:

40  
41 **Date and Time of Bid Opening**

42 The Board of County Commissioners of Lewis County or designee, will open sealed proposals  
43 and publicly read them aloud on or after 11:00 a.m. on **June 12, 2018**, at the Lewis County  
44 Courthouse, Chehalis, Washington, for Coal Creek Drive Long Term Bank Protection Project –  
45 *SM15F739300030*, FEMA Project No. DR 4253.

46  
47 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**  
48 **11:00 A.M. on Tuesday, June 12, 2018**

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

1 **Delivery and Marking of Sealed Bid Proposals**

2 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners  
3 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00**  
4 **a.m.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR**  
5 **COAL CREEK DRIVE LONG TERM BANK PROTECTION PROJECT – SM15F739300030,**  
6 **FEMA PROJECT NO. DR 4253, TO BE OPENED ON OR AFTER 11:00 A.M. ON JUNE 12,**  
7 **2018.**

8  
9 **1-02.13 Irregular Proposals**

10 *(June 20, 2017 APWA GSP)*

11  
12 Delete this section and replace it with the following:

- 13  
14 1. A Proposal will be considered irregular and will be rejected if:
- 15 a. The Bidder is not prequalified when so required;
  - 16 b. The authorized Proposal form furnished by the Contracting Agency is not used or is  
17 altered;
  - 18 c. The completed Proposal form contains any unauthorized additions, deletions,  
19 alternate Bids, or conditions;
  - 20 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter  
21 into the Contract;
  - 22 e. A price per unit cannot be determined from the Bid Proposal;
  - 23 f. The Proposal form is not properly executed;
  - 24 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
25 required in Section 1-02.6;
  - 26 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged  
27 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 28 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the  
29 Bidder’s completed UDBE Utilization Certification that they are in agreement with the  
30 bidder’s UDBE participation commitment, if applicable, as required in Section 1-02.6,  
31 or if the written confirmation that is submitted fails to meet the requirements of the  
32 Special Provisions;
  - 33 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as  
34 required in Section 1-02.6, or if the documentation that is submitted fails to  
35 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - 36 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
37 material terms of the Bid invitation; or
  - 38 l. More than one Proposal is submitted for the same project from a Bidder under the  
39 same or different names.
- 40  
41 2. A Proposal may be considered irregular and may be rejected if:
- 42 a. The Proposal does not include a unit price for every Bid item;
  - 43 b. Any of the unit prices are excessively unbalanced (either above or below the amount  
44 of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - 45 c. Receipt of Addenda is not acknowledged;
  - 46 d. A member of a joint venture or partnership and the joint venture or partnership submit  
47 Proposals for the same project (in such an instance, both Bids may be rejected); or
  - 48 e. If Proposal form entries are not made in ink.

49  
50 **1-02.14 Disqualification of Bidders**

51 *(July 31, 2017 APWA GSP, Option B)*

52  
53 Delete this section and replace it with the following:

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

5  
6 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility  
7 criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets  
8 Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

9  
10 In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of  
11 Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury  
12 verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350  
13 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment  
14 Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided  
15 in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

16  
17 **1. Delinquent State Taxes**

18  
19 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State  
20 Department of Revenue without a payment plan approved by the Department of  
21 Revenue.

22  
23 B. Documentation: The Bidder shall not be listed on the Washington State Department  
24 of Revenue's "Delinquent Taxpayer List" website:  
25 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so  
26 listed, they must submit a written payment plan approved by the Department of  
27 Revenue, to the Contracting Agency by the deadline listed below.

28  
29 **2. Federal Debarment**

30  
31 A Criterion: The Bidder shall not currently be debarred or suspended by the Federal  
32 government.

33  
34 B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the  
35 U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).

36  
37 **3. Subcontractor Responsibility**

38  
39 A Criterion: The Bidder's standard subcontract form shall include the subcontractor  
40 responsibility language required by RCW 39.06.020, and the Bidder shall have an  
41 established procedure which it utilizes to validate the responsibility of each of its  
42 subcontractors. The Bidder's subcontract form shall also include a requirement that  
43 each of its subcontractors shall have and document a similar procedure to determine  
44 whether the sub-tier subcontractors with whom it contracts are also "responsible"  
45 subcontractors as defined by RCW 39.06.020.

46  
47 B. Documentation: The Bidder, if and when required as detailed below, shall submit a  
48 copy of its standard subcontract form for review by the Contracting Agency, and a  
49 written description of its procedure for validating the responsibility of subcontractors  
50 with which it contracts.

51  
52 **4. 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
- 4 bid submittal date, that demonstrate a lack of effective management by the Bidder of
- 5 making timely and appropriate payments to its subcontractors, suppliers, and
- 6 workers, unless there are extenuating circumstances and such circumstances are
- 7 deemed acceptable to the Contracting Agency.
- 8
- 9 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
- 10 list of the public works projects completed in the three years prior to the bid submittal
- 11 date that have had claims against retainage and bonds and include for each project
- 12 the following information:
- 13
- 14 • Name of project
  - 15 • The owner and contact information for the owner;
  - 16 • A list of claims filed against the retainage and/or payment bond for any of the
  - 17 projects listed;
  - 18 • A written explanation of the circumstances surrounding each claim and the
  - 19 ultimate resolution of the claim.
- 20

21 **5. 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
- 29 and/or its owners have not been convicted of a crime involving bidding on a public
- 30 works contract.
- 31

32 **6. 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 **7. Lawsuits**

46

- 47 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
- 48 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
- 49 failing to meet the terms of contracts, unless there are extenuating circumstances and
- 50 such circumstances are deemed acceptable to the Contracting Agency
- 51

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 Supplemental Criteria 3-7 stated above, the apparent low  
12 Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business  
13 day following the bid submittal deadline, a written statement verifying that the Bidder meets  
14 supplemental criteria 3-7 together with supporting documentation (sufficient in the sole  
15 judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-  
16 7. The Contracting Agency reserves the right to request further documentation as needed  
17 from the low Bidder and documentation from other Bidders as well to assess Bidder  
18 responsibility and compliance with all bidder responsibility criteria. The Contracting Agency  
19 also reserves the right to obtain information from third-parties and independent sources of  
20 information concerning a Bidder's compliance with the mandatory and supplemental criteria,  
21 and to use that information in their evaluation. The Contracting Agency may consider  
22 mitigating factors in determining whether the Bidder complies with the requirements of the  
23 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  
27 or 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  
34 in writing, with the reasons for its determination. If the Bidder disagrees with this  
35 determination, it may appeal the determination within two (2) business days of the Contracting  
36 Agency's determination by presenting its appeal and any additional information to the  
37 Contracting Agency. The Contracting Agency will consider the appeal and any additional  
38 information before issuing its final determination. If the final determination affirms that the  
39 Bidder is not responsible, the Contracting Agency will not execute a contract with any other  
40 Bidder until at least two business days after the Bidder determined to be not responsible has  
41 received the Contracting Agency's 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  
45 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such  
46 requests shall be in writing, describe the nature of the concerns, and propose specific  
47 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no  
48 later than five (5) business days prior to the bid submittal deadline and address the request to  
49 the Project Engineer or such other person designated by the Contracting Agency in the Bid  
50 Documents.

## 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  
8 be 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  
11 time 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  
15 the work is located.
- 16 7. Any other information or action taken that is deemed necessary to ensure that the bidder is  
17 the lowest responsible bidder.

## 18 **1-03, AWARD AND EXECUTION OF CONTRACT**

### 19 **1-03.3 Execution of Contract**

20 *(October 1, 2005 APWA GSP)*

21  
22 Revise this section to read:

23  
24  
25 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for  
26 signature by the successful bidder on the first business day following award. The number of  
27 copies to be executed by the Contractor will be determined by the Contracting Agency.

28  
29 Within \$\$15 \$\$ calendar days after the award date, the successful bidder shall return the signed  
30 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18,  
31 and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract  
32 by the Contracting Agency, the successful bidder shall provide any pre-award information the  
33 Contracting Agency may require under Section 1-02.15.

34  
35 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency  
36 nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The  
37 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered  
38 before the contract is executed by the Contracting Agency.

39  
40 If the bidder experiences circumstances beyond their control that prevents return of the contract  
41 documents within the calendar days after the award date stated above, the Contracting Agency  
42 may grant up to a maximum of \$\$ 5 \$\$ additional calendar days for return of the documents,  
43 provided the Contracting Agency deems the circumstances warrant it.

### 44 45 **1-03.4 Contract Bond**

46 *(July 23, 2015 APWA GSP)*

47  
48 Delete the first paragraph and replace it with the following:

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

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

## 30 **1-05, CONTROL OF WORK**

### 31 32 **1-05.7 Removal of Defective and Unauthorized Work** 33 (October 1, 2005 APWA GSP) 34

35 Supplement this section with the following:  
36

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

42  
43 If the Contractor fails to comply with a written order to remedy what the Engineer determines to be  
44 an emergency situation, the Engineer may have the defective and unauthorized work corrected  
45 immediately, have the rejected work removed and replaced, or have work the Contractor refuses  
46 to perform completed by using Contracting Agency or other forces. An emergency situation is any  
47 situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or  
48 might cause serious risk of loss or damage to the public.

1  
2 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying  
3 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid  
4 by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due,  
5 the Contractor. Such direct and indirect costs shall include in particular, but without limitation,  
6 compensation for additional professional services required, and costs for repair and replacement  
7 of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's  
8 unauthorized work.

9  
10 No adjustment in contract time or compensation will be allowed because of the delay in the  
11 performance of the work attributable to the exercise of the Contracting Agency's rights provided  
12 by this Section.

13  
14 The rights exercised under the provisions of this section shall not diminish the Contracting  
15 Agency's right to pursue any other avenue for additional remedy or damages with respect to the  
16 Contractor's failure to perform the work as required.

17  
18 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
19 *(August 14, 2013 APWA GSP)*

20  
21 Delete the sixth and seventh paragraphs of this section.

22  
23 **1-05.14 Cooperation With Other Contractors**

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

26  
27 **Other Contracts Or Other Work**

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

30  
31        \$\$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-07.17  
32 these Special Provisions. \$\$  
33

34  
35 **1-05.15 Method of Serving Notices**

(March 25, 2009 APWA GSP)

36  
37 Revise the second paragraph to read:

38        All correspondence from the Contractor shall be directed to the Project Engineer. All  
39 correspondence from the Contractor constituting any notification, notice of protest, notice of  
40 dispute, or other correspondence constituting notification required to be furnished under the  
41 Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project  
42 Engineer's office. Electronic copies such as e-mails or electronically delivered copies of  
43 correspondence will not constitute such notice and will not comply with the requirements of the  
44 Contract.

45  
46 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

47  
48 **1-07.2 State Taxes**

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

50  
51 **1-07.2 State Sales Tax**

1 (June 27, 2011 APWA GSP)

2  
3 The Washington State Department of Revenue has issued special rules on the State sales tax.  
4 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact  
5 the Washington State Department of Revenue for answers to questions in this area. The Contracting  
6 Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

7  
8 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts.  
9 In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this  
10 exception.

11  
12 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-  
13 funded Project) only if the Contractor has obtained from the Washington State Department of Revenue  
14 a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting  
15 Agency may deduct from its payments to the Contractor any amount the Contractor may owe the  
16 Washington State Department of Revenue, whether the amount owed relates to this contract or not.  
17 Any amount so deducted will be paid into the proper State fund.

18  
19 **1-07.2(1) State Sales Tax — Rule 171**

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

29  
30 **1-07.2(2) State Sales Tax — Rule 170**

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

41  
42 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail  
43 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax  
44 to each payment to the Contractor. For this reason, the Contractor shall not include the retail  
45 sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the  
46 following exception.

47  
48 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
49 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
50 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item  
51 prices or in any other contract amount.

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

2  
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract  
4 wholly for professional or other services (as defined in Washington State Department of Revenue  
5 Rules 138 and 244).  
6

7  
8 **1-07.5 Environmental Regulations**

9 Section 1-07.5 is supplemented with the following:  
10

11 **1-07.5(2) State Department of Fish and Wildlife**

12 Section 1-07.5(2) is supplemented with the following:  
13

14 (April 2, 2018)

15 The following Provisions summarize the requirements, in addition to those required elsewhere in  
16 the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish  
17 and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:  
18

19 (April 2, 2018)

20 The Contractor may begin Work below the Ordinary High Water Line on \*\*\* July 15th \*\*\* and  
21 must complete all the Work by \*\*\* September 30th \*\*\*.  
22

23 (April 2, 2018)

24 All costs to comply with this special provision are incidental to the Contract and are the  
25 responsibility of the Contractor. The Contractor shall include all related costs in the associated  
26 bid prices of the Contract.  
27

28 **1-07.5(3) State Department of Ecology**

29 Section 1-07.5(3) is supplemented with the following:  
30

31 (April 2, 2018)

32 The following Provisions summarize the requirements, in addition to those required elsewhere in  
33 the Contract, imposed upon the Contracting Agency by the Washington State Department of  
34 Ecology. Throughout the work, the Contractor shall comply with the following requirements:  
35

36 (August 3, 2009)

37 The Contractor shall notify the Engineer a minimum of \*\*\* 10 \*\*\* calendar days prior to  
38 commencing any work in environmentally sensitive areas, mitigation areas, and wetland buffers.  
39 Installation of construction fencing is excluded from this notice requirement. At the time of  
40 notification, the Contractor shall submit a work plan for review and approval detailing how the  
41 work will be performed. Plan detail must be sufficient to verify that work is in conformance with all  
42 contract provisions  
43

44 (April 2, 2018)

45 All costs to comply with this special provision are incidental to the Contract and are the  
46 responsibility of the Contractor. The Contractor shall include all related costs in the associated  
47 bid prices of the Contract.  
48

49 **1-07.5(3) U.S. Army Corps of Engineers**

50 Section 1-07.5(5) is supplemented with the following:  
51

52 (April 2, 2018)

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

4  
5 (February 25, 2013)

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

11  
12 (February 25, 2013)

13 Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of  
14 Engineers must maintain normal downstream flows and prevent upstream and downstream  
15 flooding to the maximum extent practicable.

16  
17 (February 25, 2013)

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

20  
21 (April 2, 2018)

22 All costs to comply with this special provision are incidental to the Contract and are the  
23 responsibility of the Contractor. The Contractor shall include all related costs in the associated  
24 bid prices of the Contract.

25  
26  
27 **1-07.6 Permits and Licenses**

28 (\*\*\*\*\*)

29 Section 1-07.6 is supplemented with the following:

30  
31 The Contracting Agency will obtain the below-listed permit(s) for this project. Copies of these  
32 permits, including a copy of the Transfer of Coverage form, when applicable, are required to be  
33 onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s),  
34 shall be made through the Engineer with the exception of when the Construction Stormwater  
35 General Permit coverage is transferred to the Contractor, direct communication with the  
36 Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's  
37 approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment  
38 Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply  
39 with additional permits shall be included in the applicable Bid items for the Work involved.

<b><u>Name of Permit</u></b>	<b><u>Permitting Agency</u></b>
FEMA Endangered Species Programmatic (FESP)	NOAA Fisheries
Nationwide Permit 13	US Army Corps of Engineers
Section 401 Water Quality Certification	Washington State Department of Ecology
Hydraulic Permit Approval	Washington State Department of Fish and Wildlife
SEPA Exemption	Lewis County Community Development (LCCD)
Shoreline Exemption	LCCD
Floodplain Permit	LCCD



In accordance with the FESP capture of fish will be supervised by a **qualified fish biologist** with experience in work area isolation and competent to ensure the safe handling of all fish. The **Contractor is to provide the fish biologist**. Additional details are provided in the environmental commitments as well as Section 8.01.3 Water Isolation.

As the aforementioned permits have yet to be acquired for this project an environmental commitments spreadsheet is provided in Appendix E which lists the anticipated best management practices, conservation measures, conditions, and provisions anticipated to be required.

## **1-07.9 Wages**

### **1-07.9(1) General**

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

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

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

(April 2, 2007)

### **Application of Wage Rates For The Occupation Of Landscape Construction**

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

1 federal classification wage rate.

2  
3 (\*\*\*\*\*)

4 **Note: No landscape construction is anticipated in this contract. The above listed occupation**  
5 **is provided as an example. It is the Contractor’s responsibility to determine the appropriate**  
6 **crafts necessary to perform the contract work.**

7  
8 **1-07.11 Requirements For Nondiscrimination**

9 Section 1-07.11 is supplemented with the following:

10  
11 (April 2, 2018)

12 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order  
13 11246)

- 14  
15 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard  
16 Federal Equal Employment Opportunity Construction Contract Specifications set forth  
17 herein.  
18  
19 2. The goals and timetables for minority and female participation set by the Office of Federal  
20 Contract Compliance Programs, expressed in percentage terms for the Contractor's  
21 aggregate work force in each construction craft and in each trade on all construction work in  
22 the covered area, are as follows:

23  
24 Women - Statewide

25  
26 Timetable

27 Goal

28 Until further notice

6.9%

29 Minorities - by Standard Metropolitan Statistical Area (SMSA)

30  
31 Spokane, WA:

32 SMSA Counties:

33 Spokane, WA

2.8

34 WA Spokane.

35 Non-SMSA Counties

3.0

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

38  
39 Richland, WA

40 SMSA Counties:

41 Richland Kennewick, WA

5.4

42 WA Benton; WA Franklin.

43 Non-SMSA Counties

3.6

44 WA Walla Walla.

45  
46 Yakima, WA:

47 SMSA Counties:

48 Yakima, WA

9.7

49 WA Yakima.

50 Non-SMSA Counties

7.2

51 WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.  
52

1 Seattle, WA:

2 SMSA Counties:

3 Seattle Everett, WA 7.2

4 WA King; WA Snohomish.

5 Tacoma, WA 6.2

6 WA Pierce.

7 Non-SMSA Counties 6.1

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

11  
12 Portland, OR:

13 SMSA Counties:

14 Portland, OR-WA 4.5

15 WA Clark.

16 Non-SMSA Counties 3.8

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

18  
19 These goals are applicable to each nonexempt Contractor's total on-site construction  
20 workforce, regardless of whether or not part of that workforce is performing work on a  
21 Federal, or federally assisted project, contract, or subcontract until further notice.  
22 Compliance with these goals and time tables is enforced by the Office of Federal Contract  
23 compliance Programs.

24  
25 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part  
26 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific  
27 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and  
28 its efforts to meet the goals. The hours of minority and female employment and training must  
29 be substantially uniform throughout the length of the contract, in each construction craft and  
30 in each trade, and the Contractor shall make a good faith effort to employ minorities and  
31 women evenly on each of its projects. The transfer of minority or female employees or  
32 trainees from Contractor to Contractor or from project to project for the sole purpose of  
33 meeting the Contractor's goal shall be a violation of the contract, the Executive Order and  
34 the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against  
35 the total work hours performed.

- 36  
37 3. The Contractor shall provide written notification to the Office of Federal Contract Compliance  
38 Programs (OFCCP) within 10 working days of award of any construction subcontract in  
39 excess of \$10,000 or more that are Federally funded, at any tier for construction work under  
40 the contract resulting from this solicitation. The notification shall list the name, address and  
41 telephone number of the Subcontractor; employer identification number of the Subcontractor;  
42 estimated dollar amount of the subcontract; estimated starting and completion dates of the  
43 subcontract; and the geographical area in which the contract is to be performed. The  
44 notification shall be sent to:

45  
46 U.S. Department of Labor  
47 Office of Federal Contract Compliance Programs Pacific Region  
48 Attn: Regional Director  
49 San Francisco Federal Building  
50 90 – 7<sup>th</sup> Street, Suite 18-300  
51 San Francisco, CA 94103(415) 625-7800 Phone  
52 (415) 625-7799 Fax  
53

54 Additional information may be found at the U.S. Department of Labor website:  
55 <https://www.dol.gov/ofccp/regs/compliance/preaward/cnstnote.htm>

1  
2 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area  
3 is as designated herein.  
4

5 Standard Federal Equal Employment Opportunity Construction Contract Specifications  
6 (Executive Order 11246)  
7

8 1. As used in these specifications:  
9

- 10 a. Covered Area means the geographical area described in the solicitation from which  
11 this contract resulted;  
12  
13 b. Director means Director, Office of Federal Contract Compliance Programs, United  
14 States Department of Labor, or any person to whom the Director delegates  
15 authority;  
16  
17 c. Employer Identification Number means the Federal Social Security number used  
18 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form  
19 941;  
20  
21 d. Minority includes:  
22  
23 (1) Black, a person having origins in any of the Black Racial Groups of Africa.  
24  
25 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of  
26 Mexican, Puerto Rican, Cuban, Central American, South American, or  
27 other Spanish origin.  
28  
29 (3) Asian or Pacific Islander, a person having origins in any of the original  
30 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and  
31 Samoa.  
32  
33 (4) American Indian or Alaskan Native, a person having origins in any of the  
34 original peoples of North America, and who maintain cultural identification  
35 through tribal affiliation or community recognition.  
36

37 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work  
38 involving any construction trade, it shall physically include in each subcontract in excess of  
39 \$10,000 the provisions of these specifications and the Notice which contains the applicable  
40 goals for minority and female participation and which is set forth in the solicitations from  
41 which this contract resulted.  
42

43 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved  
44 by the U.S. Department of Labor in the covered area either individually or through an  
45 association, its affirmative action obligations on all work in the Plan area (including goals and  
46 timetables) shall be in accordance with that Plan for those trades which have unions  
47 participating in the Plan. Contractors must be able to demonstrate their participation in and  
48 compliance with the provisions of any such Hometown Plan. Each Contractor or  
49 Subcontractor participating in an approved Plan is individually required to comply with its  
50 obligations under the EEO clause, and to make a good faith effort to achieve each goal under  
51 the Plan in each trade in which it has employees. The overall good faith performance by  
52 other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any  
53 covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan  
54 goals and timetables.  
55

- 1 4. The Contractor shall implement the specific affirmative action standards provided in  
2 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation  
3 from which this contract resulted are expressed as percentages of the total hours of  
4 employment and training of minority and female utilization the Contractor should reasonably  
5 be able to achieve in each construction trade in which it has employees in the covered area.  
6 Covered construction contractors performing construction work in geographical areas where  
7 they do not have a Federal or federally assisted construction contract shall apply the minority  
8 and female goals established for the geographical area where the work is being performed.  
9 The Contractor is expected to make substantially uniform progress in meeting its goals in  
10 each craft during the period specified.  
11
- 12 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with  
13 whom the Contractor has a collective bargaining agreement, to refer either minorities or  
14 women shall excuse the Contractor's obligations under these specifications, Executive Order  
15 11246, or the regulations promulgated pursuant thereto.  
16
- 17 6. In order for the nonworking training hours of apprentices and trainees to be counted in  
18 meeting the goals, such apprentices and trainees must be employed by the Contractor during  
19 the training period, and the Contractor must have made a commitment to employ the  
20 apprentices and trainees at the completion of their training, subject to the availability of  
21 employment opportunities. Trainees must be trained pursuant to training programs approved  
22 by the U.S. Department of Labor.  
23
- 24 7. The Contractor shall take specific affirmative actions to ensure equal employment  
25 opportunity. The evaluation of the Contractor's compliance with these specifications shall be  
26 based upon its effort to achieve maximum results from its action. The Contractor shall  
27 document these efforts fully, and shall implement affirmative action steps at least as  
28 extensive as the following:  
29
- 30 a. Ensure and maintain a working environment free of harassment, intimidation, and  
31 coercion at all sites, and in all facilities at which the Contractor's employees are  
32 assigned to work. The Contractor, where possible, will assign two or more women  
33 to each construction project. The Contractor shall specifically ensure that all  
34 foremen, superintendents, and other on-site supervisory personnel are aware of  
35 and carry out the Contractor's obligation to maintain such a working environment,  
36 with specific attention to minority or female individuals working at such sites or in  
37 such facilities.  
38
  - 39 b. Establish and maintain a current list of minority and female recruitment sources,  
40 provide written notification to minority and female recruitment sources and to  
41 community organizations when the Contractor or its unions have employment  
42 opportunities available, and maintain a record of the organizations' responses.  
43
  - 44 c. Maintain a current file of the names, addresses and telephone numbers of each  
45 minority and female off-the-street applicant and minority or female referral from a  
46 union, a recruitment source or community organization and of what action was  
47 taken with respect to each such individual. If such individual was sent to the union  
48 hiring hall for referral and was not referred back to the Contractor by the union or, if  
49 referred, not employed by the Contractor, this shall be documented in the file with  
50 the reason therefor, along with whatever additional actions the Contractor may have  
51 taken.  
52
  - 53 d. Provide immediate written notification to the Director when the union or unions with  
54 which the Contractor has a collective bargaining agreement has not referred to the  
55 Contractor a minority person or woman sent by the Contractor, or when the

1 Contractor has other information that the union referral process has impeded the  
2 Contractor's efforts to meet its obligations.

- 3
- 4 e. Develop on-the-job training opportunity and/or participate in training programs for  
5 the area which expressly include minorities and women, including upgrading  
6 programs and apprenticeship and trainee programs relevant to the Contractor's  
7 employment needs, especially those programs funded or approved by the U.S.  
8 Department of Labor. The Contractor shall provide notice of these programs to the  
9 sources compiled under 7b above.
- 10
- 11 f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions  
12 and training programs and requesting their cooperation in assisting the Contractor  
13 in meeting its EEO obligations; by including it in any policy manual and collective  
14 bargaining agreement; by publicizing it in the company newspaper, annual report,  
15 etc.; by specific review of the policy with all management personnel and with all  
16 minority and female employees at least once a year; and by posting the company  
17 EEO policy on bulletin boards accessible to all employees at each location where  
18 construction work is performed.
- 19
- 20 g. Review, at least annually, the company's EEO policy and affirmative action  
21 obligations under these specifications with all employees having any responsibility  
22 for hiring, assignment, layoff, termination or other employment decisions including  
23 specific review of these items with on-site supervisory personnel such as  
24 Superintendents, General Foremen, etc., prior to the initiation of construction work  
25 at any job site. A written record shall be made and maintained identifying the time  
26 and place of these meetings, persons attending, subject matter discussed, and  
27 disposition of the subject matter.
- 28
- 29 h. Disseminate the Contractor's EEO policy externally by including it in any advertising  
30 in the news media, specifically including minority and female news media, and  
31 providing written notification to and discussing the Contractor's EEO policy with  
32 other Contractors and Subcontractors with whom the Contractor does or anticipates  
33 doing business.
- 34
- 35 i. Direct its recruitment efforts, both oral and written to minority, female and  
36 community organizations, to schools with minority and female students and to  
37 minority and female recruitment and training organizations serving the Contractor's  
38 recruitment area and employment needs. Not later than one month prior to the date  
39 for the acceptance of applications for apprenticeship or other training by any  
40 recruitment source, the Contractor shall send written notification to organizations  
41 such as the above, describing the openings, screening procedures, and tests to be  
42 used in the selection process.
- 43
- 44 j. Encourage present minority and female employees to recruit other minority persons  
45 and women and where reasonable, provide after school, summer and vacation  
46 employment to minority and female youth both on the site and in other areas of a  
47 Contractor's work force.
- 48
- 49 k. Validate all tests and other selection requirements where there is an obligation to  
50 do so under 41 CFR Part 60-3.
- 51
- 52 l. Conduct, at least annually, an inventory and evaluation of all minority and female  
53 personnel for promotional opportunities and encourage these employees to seek or  
54 to prepare for, through appropriate training, etc., such opportunities.
- 55

- 1 m. Ensure that seniority practices, job classifications, work assignments and other  
2 personnel practices, do not have a discriminatory effect by continually monitoring  
3 all personnel and employment related activities to ensure that the EEO policy and  
4 the Contractor's obligations under these specifications are being carried out.  
5  
6 n. Ensure that all facilities and company activities are nonsegregated except that  
7 separate or single-user toilet and necessary changing facilities shall be provided to  
8 assure privacy between the sexes.  
9  
10 o. Document and maintain a record of all solicitations of offers for subcontracts from  
11 minority and female construction contractors and suppliers, including circulation of  
12 solicitations to minority and female contractor associations and other business  
13 associations.  
14  
15 p. Conduct a review, at least annually, of all supervisors' adherence to and  
16 performance under the Contractor's EEO policies and affirmative action obligations.  
17  
18 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling  
19 one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor  
20 association, joint contractor-union, contractor-community, or other similar group of which the  
21 Contractor is a member and participant, may be asserted as fulfilling any one or more of the  
22 obligations under 7a through 7p of this Special Provision provided that the Contractor actively  
23 participates in the group, makes every effort to assure that the group has a positive impact  
24 on the employment of minorities and women in the industry, ensure that the concrete benefits  
25 of the program are reflected in the Contractor's minority and female work-force participation,  
26 makes a good faith effort to meet its individual goals and timetables, and can provide access  
27 to documentation which demonstrate the effectiveness of actions taken on behalf of the  
28 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group  
29 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.  
30  
31 9. A single goal for minorities and a separate single goal for women have been established.  
32 The Contractor, however, is required to provide equal employment opportunity and to take  
33 affirmative action for all minority groups, both male and female, and all women, both minority  
34 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if  
35 a particular group is employed in substantially disparate manner (for example, even though  
36 the Contractor has achieved its goals for women generally, the Contractor may be in violation  
37 of the Executive Order if a specific minority group of women is underutilized).  
38  
39 10. The Contractor shall not use the goals and timetables or affirmative action standards to  
40 discriminate against any person because of race, color, religion, sex, or national origin.  
41  
42 11. The Contractor shall not enter into any subcontract with any person or firm debarred from  
43 Government contracts pursuant to Executive Order 11246.  
44  
45 12. The Contractor shall carry out such sanctions and penalties for violation of these  
46 specifications and of the Equal Opportunity Clause, including suspensions, terminations and  
47 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive  
48 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract  
49 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties  
50 shall be in violation of these specifications and Executive Order 11246, as amended.  
51  
52 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific  
53 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7  
54 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal  
55 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  
5 activity to ensure that the company EEO policy is being carried out, to submit reports relating  
6 to the provisions hereof as may be required by the government and to keep records. Records  
7 shall at least include, for each employee, their name, address, telephone numbers,  
8 construction trade, union affiliation if any, employee identification number when assigned,  
9 social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or  
10 laborer), dates of changes in status, hours worked per week in the indicated trade, rate of  
11 pay, and locations at which the work was performed. Records shall be maintained in an  
12 easily understandable and retrievable form; however, to the degree that existing records  
13 satisfy this requirement, the 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  
18 Act 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 **1-07.15, Temporary Water Pollution/Erosion Control**

#### 34 35 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

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

37  
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 **Mixing, Transfers, & Storage**

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

#### 53 54 **Spills**



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

#### 4 **Maintenance of Equipment**

5 Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly  
6 for drips or leaks and shall be maintained and stored properly to prevent spills into State  
7 waters.  
8

#### 9 **Disposal**

10 Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a  
11 facility approved by the Department of Ecology. The materials shall not be discharged to  
12 any sanitary sewer without approval of the local sewer authority.  
13

#### 14 **Reporting and Cleanup**

15 The Contractor's designated person for managing and implementing the SPCC Plan shall  
16 report hazardous material spills as follows:  
17

18 Spills into State water (including ponds, ditches, seasonally dry streams, and wetlands) –  
19 Immediately call all of the following:  
20

21		
22	National Response Center	1-800-424-8802
23	WA State Div. of Emergency Management (24 hr)	1-800-258-5990
24	Ecology Southwest Regional Office	(360) 407-6300
25		

26 Spill to Soil (Including encounters of pre-existing contamination):  
27

28	Ecology Southwest Regional Office	(360) 407-6300
29	Report immediately if threatening to health or environment (i.e., explosive, 30 flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 31 90 days	

32  
33 (April 2, 2007)

#### 34 **1-07.17 Utilities and Similar Facilities**

35 Section 1-07.17 is supplemented with the following:  
36

37 Locations and dimensions shown in the Plans for existing facilities are in accordance with available  
38 information obtained without uncovering, measuring, or other verification.  
39

40 Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate,  
41 replace, or construct their facilities unless otherwise provided for in the Plans or these Special  
42 Provisions. Such adjustment, relocation, replacement, or construction will be done during the  
43 prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement  
44 or construction within the project limits will be completed as follows:  
45

46 The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not  
47 less than two nor more than ten business days before the scheduled date for commencement of  
48 excavation which may affect underground utility facilities, unless otherwise agreed upon by the  
49 parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal  
50 local, State, or Federal holiday. The telephone number for the One Call Center for this project may  
51 be obtained from the Engineer. If no one-number locator service is available, notice shall be  
52 provided individually to those owners known to or suspected of having underground facilities within  
53 the area of proposed excavation.

1  
2 The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground  
3 utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's  
4 expense.

5  
6 No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been  
7 located and marked.

8  
9 The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected  
10 subcontractors, and all utility owners and their contractors prior to beginning onsite work.

11  
12 **1-07.18 Public Liability and Property Damage Insurance**

13  
14 Delete this section in its entirety, and replace it with the following:

15  
16 **1-07.18 Insurance**

17 *(January 4, 2016 APWA GSP)*

18  
19 **1-07.18(1) General Requirements**

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

1 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its  
2 discretion, procure or renew such insurance and pay any and all premiums in connection  
3 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at  
4 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the  
5 Contracting Agency.

- 6  
7 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the  
8 Contract and no additional payment will be made.

9  
10 **1-07.18(2) Additional Insured**

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

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

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

21  
22 For Commercial General Liability insurance coverage, the required additional insured endorsements  
23 shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01  
24 for completed operations.

25  
26 **1-07.18(3) Subcontractors**

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

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

36  
37 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency  
38 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of  
39 every tier as required in 1-07.18(4) Verification of Coverage.

40  
41 **1-07.18(4) Verification of Coverage**

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

48  
49 Verification of coverage shall include:

- 50 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers’ Liability each accident

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

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

Such policy must provide the following minimum limit:

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

1  
2 **1-07.18(5)C Workers' Compensation**

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

5  
6 **1-07.23, public convenience and safety**

7 **1-07.23(1) Construction Under Traffic**

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

9  
10 (January 2, 2012)

11 **Work Zone Clear Zone**

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

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

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

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

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

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

36

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

37 \* or 2-feet beyond the outside edge of sidewalk

38  
39 **Minimum Work Zone Clear Zone Distance**

40  
41 **1-08, PROSECUTION AND PROGRESS**

42 **1-08.0 Preliminary Matters**

43 (May 25, 2006 APWA GSP)

1 Add the following new section:

2  
3 **1-08.0(1) Preconstruction Conference**  
4 (October 10, 2008 APWA GSP)

5  
6 Prior to the Contractor beginning the work, a preconstruction conference will be held between the  
7 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the  
8 preconstruction conference will be:

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

17  
18 The Contractor shall prepare and submit at the preconstruction conference the following:

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

22  
23 **1-08.1 Subcontracting**  
24 (February 16, 2018 APWA GSP)

25  
26 The eighth and ninth paragraphs are revised to read:

27  
28 On all projects, the Contractor shall certify to the actual amount received from the Contracting  
29 Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors,  
30 manufacturers, regular dealers, or service providers on the Contract. This includes all  
31 Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification  
32 shall be submitted to the Engineer on a monthly basis each month between Execution of the  
33 Contract and Physical Completion of the Contract using the application available at:  
34 <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month  
35 between Execution of the Contract and Physical Completion regardless of whether payments were  
36 made or work occurred.

37  
38 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and  
39 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor  
40 withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor  
41 shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting  
42 Agency identifying the reason for the withholding and a clear description of what the Subcontractor  
43 must do to have the withholding released. Retainage withheld by the Contractor prior to completion  
44 of the Subcontractors work is exempt from reporting as a payment withheld and is not included in  
45 the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred  
46 payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

47  
48  
49 **1-08.1 Subcontracting**

50 Section 1-08.1 is supplemented with the following:

51  
52 (October 12, 1998)

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

6  
7 A subcontractor or lower tier subcontractor will not be permitted to perform any work under the  
8 contract until the following documents have been completed and submitted to the Engineer:

- 9  
10 1. Request to Sublet Work (Form 421-012), and  
11 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid  
12 Projects (Form 420-004).

13  
14 The Contractor's records pertaining to the requirements of this Special Provision shall be open to  
15 inspection or audit by representatives of the Contracting Agency during the life of the contract  
16 and for a period of not less than three years after the date of acceptance of the contract. The  
17 Contractor shall retain these records for that period. The Contractor shall also guarantee that  
18 these records of all subcontractors and lower tier subcontractors shall be available and open to  
19 similar inspection or audit for the same time period.

#### 20 21 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

22 Section 1-08.1(1) is revised to read:

23  
24 (June 27, 2011)

25 The following procedures shall apply to all subcontracts entered into as a part of this Contract:

#### 26 27 **Requirements**

- 28 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not  
29 later than ten (10) days after receipt of payment from the Contracting Agency for work  
30 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's  
31 interest therein.
- 32 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor  
33 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 34 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all  
35 task and requirements of the Subcontract have been accomplished and including any  
36 required documentation and material testing .
- 37 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may  
38 result in one or more of the following:
- 39 a. Withholding of payments until the Prime Contractor or Subcontractor complies
- 40 b. Failure to comply shall be reflected in the Prime Contractor's Performance  
41 Evaluation
- 42 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
- 43 d. Other sanctions as provided by the subcontractor or by law under applicable prompt  
44 pay statutes.
- 45  
46  
47  
48  
49  
50  
51  
52

1           **Conditions**

2           This clause does not create a contractual relationship between the Contracting Agency and  
3           any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any  
4           Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting  
5           Agency and the Contractor.

6  
7           **Payment**

8           The Contractor will be solely responsible for any additional costs involved in paying retainage  
9           to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

10  
11           **1-08.3(2)A Type A Progress Schedule**  
12           *(March 13, 2012 APWA GSP)*

13  
14           Revise this section to read:

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

22  
23           **1-08.4 Prosecution Of Work**

24           Delete this section and replace it with the following:

25  
26           **1-08.4 Notice to Proceed and Prosecution of Work**  
27           *(July 23, 2015 APWA GSP)*

28  
29           Notice to Proceed will be given after the contract has been executed and the contract bond and  
30           evidence of insurance have been approved and filed by the Contracting Agency. The Contractor  
31           shall not commence with the work until the Notice to Proceed has been given by the Engineer.  
32           The Contractor shall commence construction activities on the project site within ten days of the  
33           Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently  
34           pursue the work to the physical completion date within the time specified in the contract.  
35           Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of  
36           the responsibility to complete the work within the time(s) specified in the contract.

37  
38           When shown in the Plans, the first order of work shall be the installation of high visibility fencing  
39           to delineate all areas for protection or restoration, as described in the Contract. Installation of  
40           high visibility fencing adjacent to the roadway shall occur after the placement of all necessary  
41           signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,  
42           the Contractor shall request the Engineer to inspect the fence. No other work shall be performed  
43           on the site until the Contracting Agency has accepted the installation of high visibility fencing, as  
44           described in the Contract.

45  
46           **1-08.5 Time For Completion**  
47           *(March 13 1995)*

48           Section 1-08.5 is supplemented with the following:

49  
50           Revise the third and fourth paragraphs to read:



1 Contract time shall begin on the first working day following the ~~\$\$14<sup>th</sup> \$\$~~ calendar day after the  
2 Notice to Proceed start date. If the Contractor starts work on the project at an earlier date, then  
3 contract time shall begin on the first working day when onsite work begins.  
4

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

21 Revise the sixth paragraph to read:  
22

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

- 26 1. The physical work on the project must be complete; and
- 27 2. The Contractor must furnish all documentation required by the contract and required by law,  
28 to allow the Contracting Agency to process final acceptance of the contract. The following  
29 documents must be received by the Project Engineer prior to establishing a completion date:
  - 30 a. Certified Payrolls (per Section 1-07.9(5)).
  - 31 b. Material Acceptance Certification Documents
  - 32 c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract  
33 Provisions.
  - 34 d. Final Contract Voucher Certification
  - 35 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all  
36 Subcontractors
  - 37 f. Property owner releases per Section 1-07.24

38  
39 (\*\*\*\*\*)

40 This project shall be physically completed within \*\*\* 60 \*\*\* working days. See Section 1-07.5(2) for  
41 additional information.  
42

## 43 **1-09, MEASUREMENT AND PAYMENT**

### 44 **1-09.9(1) Retainage**

45 Section 1-09.9(1) is supplemented with the following:  
46

47 **Retainage of 5 percent shall be as required by RCW 60.28.011.**  
48

### 49 **1-09.9 Payments**

1 (June 27, 2011 APWA GSP, Option B)

2  
3 Delete the fourth paragraph and replace it with the following:

4  
5 Progress payments for completed work and material on hand will be based upon progress  
6 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the  
7 preconstruction conference.

8  
9 The initial progress estimate will be made not later than 30 days after the Contractor commences  
10 the work, and successive progress estimates will be made every month thereafter until the  
11 Completion Date. Progress estimates made during progress of the work are tentative, and made  
12 only for the purpose of determining progress payment. The progress estimates are subject to  
13 change at any time prior to the calculation of the Final Payment.

14  
15 The value of the progress estimate will be the sum of the following:

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

25  
26 Progress payments will be made in accordance with the progress estimate less:

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

31  
32 Progress payments for work performed shall not be evidence of acceptable performance or an  
33 admission by the Contracting Agency that any work has been satisfactorily completed. The  
34 determination of payments under the contract will be final in accordance with Section 1-05.1.

## 35 36 **1-09.11 Disputes and Claims**

### 37 38 **1-09.11(3) Time Limitation and Jurisdiction** 39 *(July 23, 2015 APWA GSP)*

40  
41 Revise this section to read:

42  
43 For the convenience of the parties to the Contract it is mutually agreed by the parties that any  
44 claims or causes of action which the Contractor has against the Contracting Agency arising from  
45 the Contract shall be brought within 180 calendar days from the date of final acceptance (Section  
46 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims  
47 or causes of action shall be brought only in the Superior Court of the county where the  
48 Contracting Agency headquarters is located, provided that where an action is asserted against a  
49 county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree

1 that the Contractor's failure to bring suit within the time period provided, shall be a complete bar  
2 to any such claims or causes of action. It is further mutually agreed by the parties that when any  
3 claims or causes of action which the Contractor asserts against the Contracting Agency arising  
4 from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall  
5 permit the Contracting Agency to have timely access to any records deemed necessary by the  
6 Contracting Agency to assist in evaluating the claims or action.

## 7 8 **1-09.13 Claims Resolution**

### 9 10 **1-09.13(3) Claims \$250,000 or Less** 11 (October 1, 2005 APWA GSP)

12  
13 Delete this Section and replace it with the following:

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

### 19 20 **1-09.13(3)A Administration of Arbitration** 21 (July 23, 2015 APWA GSP)

22  
23 Revise the third paragraph to read:

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

### 32 33 **1-09.13(4) Claims in Excess of \$250,000**

34  
35 Section 1-09.13(4) is hereby deleted and replaced by the following:

#### 36 **CLAIMS RESOLUTION**

37 **(\*\*\*\*\*)**

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

- 51  
52 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be  
53 heard in a single arbitration hearing, and then only after completion of the

1 contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the  
2 arbitration rules hereafter stated, and shall, for purposes of administration of the  
3 arbitration, comply where applicable with the 1994 Lewis County Superior Court  
4 Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b),  
5 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced  
6 MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual  
7 agreement of the parties from the list provided by the Lewis County Superior  
8 Court Administrator. If the parties cannot agree on a person to serve as  
9 arbitrator, the matter shall be submitted for appointment of an arbitrator under  
10 LMAR 2.3. The arbitrator shall determine the scope and extent of discovery,  
11 except that the Contractor shall provide and update the information required by  
12 Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall  
13 file a statement of proof with the other party and the arbitrator at least 20 calendar  
14 days before the scheduled arbitration hearing. The statement of proof shall  
15 include:

- 16
- 17 1. The name, business address and contact telephone number of each  
18 witness who will testify at the hearing.
- 19
- 20 2. For each witness to be offered as an expert, a statement of the  
21 subject matter and a statement of the facts, resource materials (not  
22 protected by privilege) and learned treatises upon which the expert is  
23 expected to testify and render an opinion(s), synopsis of the basis for  
24 such opinion(s), and a resume of the expert detailing his/her  
25 qualifications as an expert and pursuant to rendering such  
26 opinion(s). A list of documents and other exhibits the party intends to  
27 offer in evidence at the arbitration hearing. Either party may request  
28 a copy of any document listed, and a copy or description of any other  
29 exhibit listed. The party receiving the request shall provide the  
30 copies or description within five (5) calendar days. The parties or  
31 arbitrator may subpoena parties in accordance with the Superior  
32 Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3,  
33 and witness fees and costs shall be provided for under Rule 6.4,  
34 thereof. The arbitrator may permit a party to call a witness or offer a  
35 document or other exhibit not included in the statement of proof only  
36 upon a showing of good cause.
- 37

- 38 b) The arbitration hearing shall be conducted at a location within Lewis County,  
39 Washington. The extent of application of the Washington Rules of Evidence shall  
40 be determined in the exercise of sound discretion of the arbitrator, except that  
41 such Rules should be liberally construed in order to promote justice. The parties  
42 should stipulate to the admission of evidence when there is no genuine issue as  
43 to its relevance or authenticity. The decision of the arbitrator and the specific  
44 grounds for the decision shall be in writing. The arbitrator shall use the contract  
45 as a basis for its decisions. The County and the Contractor agree to be bound by  
46 the decision of the arbitrator, subject to such remedies as are provided in Ch. 7.04  
47 RCW. Judgment upon the award rendered by the arbitrator shall be entered as  
48 judgment before the presiding judge of the Superior Court for Lewis County.  
49 Each party shall bear its own costs in connection with the arbitration. Each party  
50 shall pay one-half of the arbitrator's fees and expenses.
- 51

## 52 **1-10, TEMPORARY TRAFFIC CONTROL**

1  
2 **1-10.2 Traffic Control Management**

3  
4 **1-10.2(1) General**  
5 (December 1, 2008)

6  
7 Section 1-10.2(1) is supplemented with the following:

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

11  
12 The Northwest Laborers-Employers Training Trust  
13 27055 Ohio Ave.  
14 Kingston, WA 98346  
15 (360) 297-3035

16  
17 Evergreen Safety Council  
18 401 Pontius Ave. N.  
19 Seattle, WA 98109  
20 1-800-521-0778 or  
21 (206) 382-4090

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

28  
29 **1-10.2(3) Conformance to Established Standards**  
30 (\*\*\*\*\*)

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

32  
33 The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines"  
34 (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.

35  
36 **1-10.3(3)A Construction Signs**  
37 (\*\*\*\*\*)

38 Section 1-10.3(3) is supplemented with the following:

39  
40 The Contractor shall furnish "Construction Signs Class A" during construction. All signs  
41 required for this project shall be the Contractors responsibility to furnish, erect, and maintain.  
42 The Contractor shall furnish Traffic Control if his operations disrupt the traveling public, as  
43 directed by the Engineer.

44  
45 If determined by the Engineer that additional signing is needed, it shall be the Contractor's  
46 responsibility to furnish, erect, and maintain these additional signs at no cost to the Contracting  
47 Agency.

48  
49 **1-10.4 Measurement**

50 Section 1-10.4 is supplemented with the following:

51  
52 (\*\*\*\*\*)

1 Traffic Control shall not be measured. The Contractor shall include all costs for Traffic Control in  
2 the other items of work.

3  
4 “Construction Signs Class A” shall be measured per square foot.

5  
6 **DIVISION 2**  
7 **EARTHWORK**

8  
9 **2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

10  
11 (\*\*\*\*\*)

12 **2-01.2 Disposal of Usable Material and Debris**

13 Section 2-01.2 is supplemented with the following:

14  
15 The Contractor shall meet all requirements of state, county, and municipal regulations regarding  
16 health, safety, and public welfare in the disposal of all usable material and debris.

17  
18 The Contractor shall dispose of all debris and felled trees by the methods described below.

19  
20 (\*\*\*\*\*)

21 **Distribute Trees and Slash on Site**

22  
23 Felled trees may be trimmed to generate slash for placement within the Log Structures as  
24 directed by the Engineer. Stems of felled trees smaller than 18 inches in diameter may be  
25 placed throughout the planting zones as directed by the Engineer for habitat enhancement.

26  
27 The Contractor shall dispose of all debris and stems of felled trees larger than 18 inches in  
28 diameter at breast height by the disposal method described below.

29  
30 (\*\*\*\*\*)

31 **2-01.2(2) Disposal Method No. 2 - Waste Site**

32 Section 2-01.2 is supplemented with the following:

33  
34 Stems of felled trees larger than 18 inches in diameter and all other debris shall be hauled to  
35 a waste site obtained and provided by the Contractor in accordance with Section 2-03.3(7)C.

36  
37 (\*\*\*\*\*)

38 **2-01.3(1) Clearing**

39 This section is revised to read:

40 The Contractor shall:

- 41 1. Fell trees only as marked on the Plans or as needed for access if approved by the Engineer.  
42 2. Close-cut parallel to the slope of the ground all stumps within the access route.  
43 3. Leave standing any trees or native growth indicated by the Engineer.  
44 4. Thin clumps of native growth as the Engineer may direct.  
45 5. Protect, by fencing if necessary, all trees or native growth from any damage caused  
46 by construction operations.

47  
48 **2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

49 **2-02.1 Description**

50 Section 2-02.1 is supplemented with the following:

1  
2 (March 13, 1995)

3 This work shall consist of removing miscellaneous traffic items and fencing.

4  
5 **2-02.3 Construction Requirements**

6 Section 2-02.3 is supplemented with the following:

7  
8 **Removing Miscellaneous Items**

9  
10 (\*\*\*\*\*)

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

12  
13 \*\*\* Approximately 70 L.F. of Rock Wall \*\*\*

14 \*\*\* Deck and Deck Supports \*\*\*

15  
16 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

17  
18 **2-03.3(14)M Excavation of Channel and Ditches**

19 (\*\*\*\*\*)

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

21  
22 The Contractor may elect to construct a temporary road for access to the Temporary Access  
23 Route to perform the Channel Excavation, construction of Log Structures, and other work as  
24 described in the Contract Plans and Special Provisions. Any rock products used for temporary  
25 road shall be placed on geosynthetic fabric. After completion of the Construction, the Contractor  
26 shall remove any temporary road elements and return the Temporary Access Route to its original  
27 condition and within 0.15 feet of original contours. All costs related to the Temporary Access  
28 Route including possible construction and removal of temporary road shall be considered  
29 incidental to other items of work.

30  
31  
32 **DIVISION 3**

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

34  
35  
36 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

37  
38 **3-01.4 Contractor Furnished Material Sources**

39  
40 **3-01.4(1) Acquisition and Development**

41 (\*\*\*\*\*)

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

43  
44 No source has been provided for any materials necessary for the construction of this project.

45  
46 **DIVISION 8**

47 **MISCELLANEOUS CONSTRUCTION**

48  
49 **8-01, EROSION CONTROL AND WATER POLLUTION CONTROL**

1 (\*\*\*\*\*)

2 **8-01.1 Description**

3 Section 8-01.1 is supplemented with the following:

4  
5 This work consists of the installation of temporary facilities to provide a barrier between the stream  
6 flow and the work area during construction of Log Structures in and along the Cowlitz River. The  
7 Contractor may propose alternate methods of isolation other than the methods shown on the  
8 Drawings and described in these Specifications, or described in the permitting documents, if  
9 permit conditions are met and the method is approved by Engineer and Owner.

10  
11 (\*\*\*\*\*)

12 **8-01.2 Materials**

13 Section 8-01.2 is supplemented with the following:

14  
15 Water isolation shall be Flexible Intermediate Bulk Containers (FIBC) filled with  
16 washed sand or washed rock gravel or other materials proposed by the Contractor and approved  
17 by Engineer. Water isolation shall be capable of satisfying permitting requirements and  
18 withstanding hydrostatic and hydraulic forces to at time of construction and overtopping with  
19 minimal damage to work elements.

20  
21 (\*\*\*\*\*)

22 **8-01.3 Construction Requirements**

23 Section 8-01.3 is supplemented with the following:

24  
25 (\*\*\*\*\*)

26 **Water Isolation**

27 Prior to beginning any work riverward and below top of bank, install water isolation to completely  
28 seal off the work area from flows in the stream channel and minimize exchange of turbid water  
29 from the work area to the active channel. Due to variability in stream bed elevations, water  
30 isolation barrier shall be installed to ensure a minimum of 1 foot of freeboard from the flowing  
31 water surface to the top of the water isolation barrier. The water isolation barrier may constrict the  
32 channel to no less than 1/3 of the active channel width prior to isolation. No excavation in the  
33 active channel may occur to install the water isolation barriers. The downstream most 200ft of  
34 cofferdam shall be installed prior to August 1<sup>st</sup> if all environmental permits and authorizations are  
35 acquired by July 15<sup>th</sup>. If permits are not received by July 15<sup>th</sup> the downstream most portion shall  
36 still be installed first and as quickly as is feasible once permits and authorizations are received.

37  
38 In accordance with the FEMA Endangered Species Programmatic (FWSP) fish capture will be  
39 **supervised by a qualified fisheries biologist**, with experience in work are isolation and  
40 competent to ensure the safe handling of fish. It is anticipated fish rescue will occur using a seine  
41 net, 5-gallon buckets, and dip nets. If it is determined that seining is not an effective or feasible  
42 method for fish removal then electrofishing may occur. If electrofishing is deemed necessary it  
43 shall occur during the coolest time of the day. All conditions of electrofishing outlined in Appendix  
44 E under Fish Capture and Release must be implemented. The fisheries biologist shall monitoring  
45 and record fish presence, handling, and injury during all phases of fish capture and submit a fish  
46 salvage report, provided in Appendix E, to Lewis County. The Qualified Fish Biologist shall be  
47 certified to perform the electrofishing.

48  
49 At completion of in-water work and prior to the end of the in-water work window, remove water  
50 isolation barriers and all associated materials from the active channel.



1 Due to site conditions, a crane is anticipated to be necessary to install Flexible Intermediate Bulk  
2 Containers. The Contractor shall bid the project to include use of a crane during Flexible  
3 Intermediate Bulk Containers installation.

4  
5 The Contractor shall submit plans prior to Construction for review and approval by the Engineer,  
6 for setup area along with crane size, boom and load capacity, and lifting straps and equipment  
7 necessary to perform the work outlined for Water Isolation and Log Structure construction.

8  
9 **8-01.3(2) Seeding, Fertilizing, and Mulching**

10  
11 **8-01.3(2)B Seeding and Fertilizing**

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

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

14  
15  
16 **Seed Mix – Riparian Grass:** Grass seed, of the following composition, proportion,  
17 and quality shall be applied at the rate of \*\*\*120 \*\*\* pounds of pure live seed per acre  
18 on all areas requiring permanent seeding within the project limits.

19  
20

Kind and Variety of Seed in Mixture by Common Name and ( <u>Botanical name</u> )	Pounds Pure Live Seed (PLS) Per Acre
Festuca subalata <b>Bearded Fescue</b>	24
Agrostis exarata <b>Spike Bentgrass</b>	24
Deschampsia caespitosa <b>Tufted Hairgrass</b>	12
Lolium perenne <b>Perennial Ryegrass</b>	36
Trifolium repens <b>White Clover</b>	24
Total Pounds PLS Per Acre	120

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

45 Seeds shall be certified “Weed Free,” indicating there are no noxious or nuisance  
46 weeds in the seed.

47  
48  
49 **8-01.3(2)D Mulching**

50 (\*\*\*\*\*)

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

52  
53 Medium-Term Wood Cellulose Fiber mulch shall be applied at a rate of 2,000 pounds per acre

1 with all permanent seed mixes and shall conform to Section 9-14.4(2)B Medium-Term Mulch of  
2 the Standard Specifications.

### 3 **8-01.3(2)E Tacking Agent and Soil Binders**

4 (\*\*\*\*\*)

5 Section 8-01.3(2)E is supplemented with the following:  
6

7  
8 PAM shall be added to permanent erosion control and temporary seed mixes at the time of  
9 hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of  
10 the Standard Specifications.

### 11 **8-01.3(7) Stabilized Construction Entrance**

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

13 The first paragraph is revised to read:  
14

15  
16 Temporary stabilized construction entrance shall be constructed in accordance with the Standard  
17 Plan (I-80.10-02), prior to beginning any clearing, grubbing, embankment or excavation. All  
18 quarry spall material used for stabilized construction entrance shall be free of extraneous  
19 materials that may cause or contribute to track out.

### 20 **8-01.4 Measurement**

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

22 Section 8-01.4 is supplemented with the following:  
23

24  
25 “Stabilized Construction Entrance” will be measured by the square yard for each entrance constructed.  
26 The work shall include all costs associated with constructing, material, operating, maintaining, removal  
27 of stabilized construction entrance, and return of the area to the condition prior to construction.  
28

29 “Water Isolation” per Lump Sum will not be measured.  
30

### 31 **8-01.5 Payment**

32 (\*\*\*\*\*)

33 Section 8-01.5 is supplemented with the following:  
34

35 Payment will be made in accordance with Section 1-04.1 for the following Bid items that are included  
36 in the Proposal:  
37

38 “Stabilized Construction Entrance” per square yard.  
39

40 “Water Isolation”, per lump sum. The unit Contract price for “Water Isolation” shall be full payment for  
41 labor, tools, materials and equipment, and all incidentals necessary to install, maintain, and remove  
42 the water isolation throughout the duration of the project as described in the Permitting Documentation  
43 and as shown in the Plans. The **Qualified Fish Biologist** shall be considered incidental to this bid  
44 item.  
45

46 The unit contract price per acre for “Seeding and Mulching” shall be full pay for furnishing and installing  
47 the specified seed mix, and PAM, mulch, chemical weed and grass control/removal immediately prior  
48 to seeding to produce the specified surface conditions, scarification of compacted areas, minor filling  
49 of ruts, and all material and equipment necessary and incidental to the approved application of the  
50 specified seed.  
51

## 52 **8-02 ROADSIDE RESTORATION**

1  
2 **8-02.1 Description**

3 Section 8-02.1 is supplemented with the following:

4  
5 (\*\*\*\*\*)

6 The work described in this section, regardless of the nature or type of the materials encountered,  
7 includes supplying plant material, planting, installing plant protectors, and installing weed barrier  
8 mats (at tree locations in Zone 2) and installing identification stakes as shown in the Contract  
9 Plans, marked in the field, and as directed by the Engineer. This work shall be accomplished in  
10 accordance with all environmental permits regulating the work.

11  
12 **8-02.3 Construction Requirements**

13 Section 8-02.3 is supplemented with the following:

14  
15 (\*\*\*\*\*)

16 **PLANTING MITIGATION CONSTRUCTION**

17  
18 The Contractor shall grade, plant, and otherwise construct mitigated planting areas as shown in  
19 the Contract Plans, marked in the field, and required by the Engineer. The planting of the  
20 enhancement sites shall be performed by a biologist, horticulturist, landscape architect or other  
21 similar professional. The credentials of the supervisor of this work shall be approved by the  
22 Engineer prior to beginning work on this item.

23  
24 **Planting Zones**

25 Planting zones shall be as follows:

26

Planting Zone	Scientific Name	Common Name	Type	Size of Plants (Material)	Planting Density (Spacing)	Proportion of Planting in Strata (%)	Number of Plants
Zone 1: OHWM to Top of Bank	<i>Salix lasiandra</i>	Pacific Willow	3' Cutting	live stakes	6' centers	50	180
	<i>Salix sitchensis</i>	Sitka Willow	3' Cutting	live stakes	6' centers	50	180
Zone 2: Riparian Zone Landward of Top of Bank	<i>Pseudotsuga menziesii</i>	Douglas fir	T	2 gallon container	12' centers	87	26
	<i>Thuja pilcata</i>	Western Red Cedar	T	2 gallon container	12' centers	13	4

27  
28 **Plant Establishment**

29 (\*\*\*\*\*)

30  
31 The Contractor shall provide a one-year plant guarantee period from the date of final acceptance,  
32 in accordance with performance standards of local, state and federal permits. At the end of the  
33 one-year guarantee period, all dead and unacceptable plant materials shall be replaced by the  
34 Contractor at the Contractor's expense. The Contractor shall provide maintenance and  
35 monitoring efforts during the guarantee period.

36  
37 All shrubs and trees in Zone 2 shall be marked with a monitoring stake and include a  
38 biodegradable 3-foot square (or diameter) weed control mat. Weed control mats shall be Kraft  
39 Paper Square Mulch Mat, Vispore Tree Mat, Tree Square Mat, DeWitt Tree Mat Circle, or an  
40 equivalent weed control mat approved by the Engineer. Monitoring stakes shall be installed to a  
41 depth of 18 inches. Monitoring stakes shall be three to six feet above grade. The top six inches

1 of the monitoring stakes shall be painted and color coded to species, to aid in identification of  
2 dead and/or missing species.

3  
4 (\*\*\*\*\*)

5 Plant Protectors shall be placed around all tree and shrub species to be planted with the exception  
6 of *willow stakes*. Plant protectors shall be made of solid flexible plastic and should be held in  
7 place with bamboo or wood stakes. Plant protectors shall be installed to a depth of three inches  
8 below the soil surface and extend nine to twelve inches above the surface. Stakes should extend  
9 a minimum two inches below and minimum two inches above the plant protector and be placed  
10 2 to 3 inches away from the plant. Plant protectors shall be secured to stakes with a minimum of  
11 two zip ties or equivalent.

### 12 **8-02.3(14) Plant Replacement**

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

14 8-02.03(14) is supplemented with the following:

15  
16  
17 Monitoring stakes will be installed to a depth of 18 inches. Monitoring stakes should be three to  
18 six feet above grade. The top six inches of the monitoring stakes shall be painted, with  
19 permanent paint (anticipated to last a period of 5 years), to aid in identification of dead and/or  
20 missing species. The Contractor shall provide the Contracting Agency an information chart  
21 showing monitoring stake color associated with the plant species at the end of the project.

### 22 **8-02.4 Measurement**

23 Section 8-02.4 is supplemented with the following:

24  
25 (\*\*\*\*\*)

26 “Streamside Mitigation Planting”, no specific unit of measure will apply to this lump sum item.  
27 Items specified are approximate and are provided for estimating purposes only. The successful  
28 Contractor shall provide the Contracting Agency a lump sum breakdown of all items after bid  
29 award.  
30

### 31 **8-02.5 Payment**

32 Section 8-02.5 is supplemented with the following:

33  
34 “Streamside Mitigation Planting”

35 The unit contract price per Lump Sum for “Streamside Mitigation Planting” shall be full  
36 compensation for furnishing and installing all plants, live stakes, monitoring stakes, weed control  
37 mats, and plant protectors - as described in Special Provision and in accordance with the USACE  
38 NWP Permit on the project site and all other applicable requirements and regulations. Material  
39 descriptions and construction requirements are as described in this Special Provision. The long  
40 term monitoring and maintenance (after one-year plant guarantee period) shall be completed by  
41 others.  
42

## 43 **8-15, RIP RAP**

### 44 **8-15.1 Description**

45 (\*\*\*\*\*)

46 Section 8-15.1 is supplemented with the following:

47  
48  
49 This work consists of the construction of Log Structures that include furnishing, placing and  
50 anchoring Logs using Log to Boulder and Log to Log Connections, as designated in the Plans.  
51  
52

1 Due to site conditions, a crane is anticipated to be necessary to install portions of Log Structures.  
2 The Contractor shall bid the project to include use of a crane during Log Structure installation.

### 3 4 **8-15.2 Materials**

5 (\*\*\*\*\*)

6 Section 8-15.2 is supplemented with the following:

#### 7 8 **Logs**

9 Logs shall be imported Red Cedar, Douglas Fir, or Sitka Spruce species and be green and not  
10 stockpiled. Hemlock, Alder, Cottonwood, other deciduous trees, or dimensional lumber will not be  
11 accepted as Logs and shall not be used in the Log Jams. Logs shall have bark intact and  
12 undamaged, and have no limbs longer than 12 inches as measured from the stem. Logs shall  
13 be sound and free of rot, insect damage, or any preservative such as creosote. Logs and rootwads  
14 shall not be encrusted with silt, sands, or any fine material. The log diameter shall be measured  
15 at breast height, 4.5 feet from the rootwad, and not include local widening at the rootwad. Logs  
16 with rootwad shall consist of rootwad and stem, both intact and in one continuous piece, with a  
17 rootwad diameter of 4 to 6 feet. Logs without rootwad shall consist of the stem with two cut ends.

#### 18 19 **Log Sizing**

20  
21 Type 1 Logs shall be 22 to 26-inch diameter at breast height, with a minimum stem length of 20  
22 feet, with no rootwad.

23  
24 Type 2 Logs shall be 22 to 26-inch diameter at breast height, with a minimum stem length of 25  
25 feet, and a rootwad.

26  
27 Type 3 Logs shall be 22 to 26-inch diameter at breast height, with a minimum stem length of 30  
28 feet, and a rootwad.

#### 29 30 **Connection Hardware**

31 Log to Log connections comprise threaded rod, washers and nuts. Log to Boulder connections  
32 comprise threaded rod, eyes, shackle, washers and nuts. Threaded rod shall be 3/4-inch diameter  
33 and conform to ASTM A193 Grade B7, galvanized or zinc finish. Nuts shall be 3/4" ASTM A194  
34 Grade 2H Heavy Hex, galvanized or zinc finish. Washers shall be 4"-square, minimum 1/4" plate  
35 thickness, Grade A36. Eyes shall be drop forged steel, 3/4" diameter, 8" long, with shoulder, and  
36 of sufficient eye diameter to easily connect the threaded rod and pass the shackle. Eyes and  
37 shackles shall have a working load limit equal to or greater than 9,000 pounds. All steel material  
38 shall be galvanized or zinc coated.

39  
40 Alternate Log to Boulder or Log to Log connection methods may be used if the connection can  
41 be shown to have a minimum safe working load limit of 9,000 lbs, subject to Engineer review and  
42 approval. No chain, cable, or rope may be used in Log to Log or Log to Boulder connections.

#### 43 44 **Boulder Anchors**

45 Boulders shall be described as Four or Five Man Rock in accordance with Section 9-13.7(1) of  
46 these Special Provisions, except that Boulders shall be defined as having a minimum weight of  
47 8,000 pounds and an average dimension no less than 44 inches. The average dimension is the  
48 average of the three axes of the rock: Length, Width, and Thickness. Boulders shall have a  
49 suitable shape as described in Section 9-13.4(1). Subject to Engineer approval, alternate rock  
50 sizes may be used provided that the individual rock weight and other criteria are met. Boulders  
51 shall be placed with sub-angular faces exposed.

1 **Rock for Erosion and Scour Protection**

2 Rock for erosion and scour protection shall be in accordance with Section 9-13.4(2) Class B.

3  
4 **Epoxy**

5 Epoxy adhesive shall be a two-component epoxy resin meeting the requirements of Section 9-  
6 26.1 for Epoxy Bonding Agents Type IV. The grade, class, and other properties of the epoxy  
7 adhesive shall be as recommended by the epoxy manufacturer and subject to approval by the  
8 Engineer. The epoxy adhesive shall be suitable for providing a long-term bond of the Anchor Rod  
9 to the Boulder Anchor in submerged (underwater) conditions, dry conditions, and variable  
10 submergence conditions. The epoxy adhesive shall bond the threaded rod to the rock for at least  
11 a load that corresponds to a 16,000 pound tensile load on the Anchor Rod. The embedment  
12 depth shall be determined based on the epoxy adhesive properties and shall be no less than 18  
13 inches. The embedment depth and epoxy adhesive properties shall be submitted to the Engineer  
14 for review and approval prior to use.

15  
16 **8-15.3 Construction Requirements**

17 (\*\*\*\*\*)

18 Section 8-15.3 is supplemented with the following:

19  
20 **Log and Boulder Anchor Placement**

21 The Contractor shall install all Log Structures as shown in the Plans or as directed by the  
22 Engineer. The Contractor shall notify the Engineer of the schedule at least 48 hours prior to any  
23 Log Structure installation activities. Logs, Boulder Anchors and Connection Hardware material  
24 shall be approved by the Engineer prior to installation.

25  
26 The placement area of the Log Structures will be graded as shown in the Plans or as directed,  
27 prior to placement and connection of the individual Logs. No excavation shall be performed below  
28 the water surface encountered for the purposes of the Log Structure construction. Local bank  
29 excavation for suitable placement of Logs or Boulder Anchors shall be performed as directed by  
30 the Engineer. Local bank excavation shall be considered incidental to the unit cost of the Log or  
31 Boulder Anchor. See sheet 9 of 12, Detail F for information of use of excavated material,  
32 stockpiling for use as described in steps 1 and 2.

33  
34 Log placements shown on the plans are approximate and the Contractor shall anticipate field  
35 direction by the Engineer throughout the installation of Log Structures. Field direction includes  
36 but is not limited to: approval of Log or Boulder Anchor locations and orientations; up to three  
37 minor adjustments to each Log position; approval of individual Log to Log or Log to Boulder  
38 Connections; and approval of backfill areas and compaction within the log structure. Final  
39 placements and orientations shall be verified by the Engineer.

40  
41 Site conditions at the time of construction may require Log to Boulder, or Log to Log connections,  
42 be made prior to placing the Logs and Boulder Anchors as shown on plans. Care shall be taken  
43 to protect Logs and connections during installation. During installation of Log Structures, the  
44 Engineer may require the Contractor to adjust the placement or trim Logs to fit the conditions  
45 encountered at the site. If, during placement or position adjustment, a connection is damaged or  
46 deformed, the Contractor will repair or replace the connection at no additional cost.

47  
48 **Log to Log Connections**

49 Each Log shall be secured tightly to lower Logs, where indicated on the plans, flush, so minimal  
50 gaps exist between Log stems. Log to Log connections shall be made by drilling a 7/8-inch  
51 diameter hole through adjacent Logs and pinning the two Logs together with threaded rod,  
52 washers, and nuts. The threads of the threaded rod shall be peened or the nut spot welded to

1 prevent loosening. Alternate methods of securing the nut to prevent loosening may be used with  
2 Engineer review and approval.

### 3 4 **Log to Boulder Connections**

5 Threaded rod shall be secured to the Boulder Anchor by drilling a hole into the Boulder Anchor,  
6 cleaning the hole, applying epoxy in the hole and inserting the threaded rod to bond to the Boulder  
7 Anchor. The hole shall be drilled towards the rock's center of mass, to the approved depth, and  
8 drilled at a diameter recommended by the epoxy manufacturer. The rock shall be void of any  
9 cracks, fractures or other inconsistencies within 12 inches of the hole. Holes shall be cleaned per  
10 epoxy manufacturer's recommendations and free of all dust, debris, oil, soap and other foreign  
11 substances. The threaded rod shall be cleaned of any oil residue or grease by dipping in a can of  
12 acetone or otherwise cleaning. The drill hole shall be filled with epoxy deep enough to ensure  
13 complete coverage with epoxy of the threaded rod. Epoxy shall be not be applied in a submerged  
14 condition. The threaded rod shall be inserted into the drill hole such that the end of the threaded  
15 rod hits the bottom of the hole, and excess epoxy comes out of the top of the hole. Attach the eye  
16 to the threaded rod. Test the strength of bond after the minimum cure time recommended by the  
17 manufacturer by lifting the Boulder Anchor by the attached eye. If the bond fails, and if approved  
18 by the Engineer, a new connection may be made in an area away from the original drill hole.

19  
20 The installation shall be monitored by the Engineer and may be altered by the Engineer to suit  
21 the conditions at the site. Boulder Anchors shall be visually inspected for cracks or fractures after  
22 drilling and replaced at the Contractor's expense if defects are found and so ordered by the  
23 Engineer.

24  
25 An eye shall be connected to the Log with a threaded rod. Drill a 7/8-inch diameter hole through  
26 the Log and insert a threaded rod. Finish one end of rod with washer and nut. Attach eye to the  
27 other end of the threaded rod.

28  
29 Boulder Anchors shall be placed at the same elevation and immediately upstream of the Log they  
30 are to be attached to, at each end of the Log, as shown in the Plans or as directed by the Engineer.  
31 The eyes at the Log and Boulder Anchor will be connected with a shackle. After connection of  
32 shackle and acceptance by the engineer, foul threads of shackle, peen threaded rod and or spot  
33 weld nuts to prevent loosening or theft. Alternate methods of securing the eye or nut to prevent  
34 loosening may be used with Engineer review and approval. If the end of the Log is to be placed  
35 below the water surface, then the Log to Boulder Connection will be made and inspected by the  
36 Engineer prior to placement below the water surface.

### 37 38 **Placement of Rock for Erosion and Scour Protection**

39 After completion and approval of the Log Structures, the interstices of the Log Structures shall be  
40 backfilled as directed by the Engineer with Rock for Erosion and Scour Protection. Rock for  
41 Erosion and Scour Protection shall be placed in such a manner to produce a well graded mass  
42 with smaller fragments filling the space between the larger ones, to result in the minimum  
43 practicable percentage of voids. When placing, care shall be used to avoid disturbing the  
44 underlying material or damaging Logs or connections. Rock for Erosion and Scour Protection  
45 shall be placed in one-foot lifts, and compacted to the extent practical before placing subsequent  
46 lifts, to the total depth shown on the plans or as directed by the Engineer.

### 47 48 **Log Jam Completion**

49 Logs that extend above the banks or protrude into the air well above the Log Structure mass shall  
50 be trimmed in place, as directed in the field by the Engineer, such that each Log is within 12 to  
51 30 inches of the ground or other Logs.

1 **8-15.4 Measurement**

2 (\*\*\*\*\*)

3 Section 8-15.4 is supplemented with the following:

4 Type \_\_\_ Log shall be measured by each Log installed.

6 Boulder Anchor shall be measured by each stone installed.

8 Rock for Erosion and Scour Protection shall be measured by the ton.

10 **8-15.5 Payment**

11 (\*\*\*\*\*)

12 Section 8-15.5 is supplemented with the following:

13 Payment will be made in accordance with Section 1-04.1 for the following bid items that are  
14 included in the Proposal:

15 “Type \_\_\_ Log”, per each.

16 The unit Contract price for “Type \_\_\_ Log” shall be full payment for furnishing, delivery, labor,  
17 tools, materials and equipment necessary to complete the Log Structures as described and as  
18 shown in the Plans, including but not limited to: Logs, threaded rod, connection hardware, anchor  
19 attachment material, epoxy adhesive, and local excavation required for placement of the Log  
20 Structures, and any final field adjustment of Log Structures as directed by the Engineer; and all  
21 incidentals necessary to satisfactorily complete the work.

22 “Boulder Anchor”, per each, shall be full payment for performing the Work as described, including  
23 all costs for materials, furnishing, delivery, labor, tools, drilling, placing, and local excavation.

24 “Rock for Erosion and Scour Protection”, per ton, shall be full pay for performing the Work as  
25 described, including all costs for materials, furnishing, delivery, labor, placement, and compaction.

26 **DIVISION 9**  
27 **MATERIALS**

28 **9-13 RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK FOR EROSION**  
29 **AND SCOUR PROTECTION AND ROCK WALLS**

30 **9-13.7 Rock For Rock Wall**

31 Section 9-13.7 is supplemented with the following:

32 **9-13.7(1) Rock For Rock Walls and Chinking Material**

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

34 Section 9-13.7(1) is supplemented with the following:

35 The Rock for rock wall sizes Table is deleted and replaced with the following:

36 Four or Five Man Rock at 8,000 lbs minimum.

37 **EXISTING SIGNS**

38 (\*\*\*\*\*)



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

3  
4 Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience  
5 of construction subject to the approval of the Engineer. The signs shall be located at or as near as  
6 practical to their original locations and shall have a minimum vertical clearance above the pavement  
7 in accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction  
8 in the area immediately surrounding the permanent sign location, the Contractor shall reinstall the  
9 sign and supports in their permanent locations.

10  
11 Signs damaged or removed shall be replaced by the Contractor at no cost to the County.

12  
13 All costs involved in removing and resetting existing signing as specified shall be considered  
14 incidental to the project and included in the various bid items therein. No additional compensation  
15 will be allowed.

## 16 17 **POWER EQUIPMENT**

18 (\*\*\*\*\*)

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

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

## 28 29 **E-VERIFY**

30 (\*\*\*\*\*)

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

## 42 43 44 **BOND**

45 (\*\*\*\*\*)

46  
47 The Bidder's special attention is directed to the attached bond form, which the successful bidder will  
48 be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.**

1 The bond shall be for the full amount of the contract.

2  
3  
4  
5 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

6 (\*\*\*\*\*)

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

18  
19 When the Contractor reports the work is completed he/she shall then notify the Contracting Agency.  
20 The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When  
21 the Contracting Agency is satisfied the work has been completed in accordance with all plans and  
22 specifications, the Contracting Agency shall then accept the work.

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

29  
30  
31 **APPENDICES**

32 (July 12, 1999)

33  
34 The following appendices are attached and made a part of this contract:

35  
36 \*\*\*\*\* APPENDIX A:  
37 Washington State Prevailing Wage Rates  
38 Wage Rate Supplements  
39 Wage Rate Benefit Codes

40  
41 APPENDIX B:  
42 Federal Contract Provisions

43  
44 APPENDIX C:  
45 Bid Proposal Documents

46  
47 APPENDIX D:  
48 Contract Documents

49  
50 APPENDIX E:  
51 Permitting Documents

1  
2  
3  
4  
5  
6

Mitigation Planting Plan

APPENDIX F:  
Contract Plans



1 (April 2, 2018)

2 **Standard Plans**

3 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01  
4 transmitted under Publications Transmittal No. PT 16-048, effective August 7, 2017 is made a  
5 part of this contract.

6  
7 The Standard Plans are revised as follows:

8  
9 A-30.15

10 DELETED

11  
12 A-40.10

13 Section View, PCCP to HMA Longitudinal Joint, callout, was – “Sawed Groove ~ Width  
14 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. 5-04.3(12)B” is  
15 revised to read; “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN)  
16 MIN. ~ see Std. Spec. Section 5-04.3(12)A2”

17  
18 A-50.10

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

20  
21 A-50.20

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

23  
24 A-50.30

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

26  
27 A-60.30

28 Note 4, was – “If the ACP and membrane is to be removed from the bridge deck, see GSP  
29 023106 for deck preparation before placing new membrane.” Is revised to read; “If the  
30 ACP and membrane is to be removed from the bridge deck, see GSP 6-  
31 02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane.”

32  
33 B-10.20

34 Substitute “step” in lieu of “handhold” on plan

35  
36 B-25.20

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

48  
49 Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

1  
2 B-30.70

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

12  
13 RING PLAN, callout, was – “DRILL AND TAP 5/8” – 11NC HOLE FOR 1 1/2” X 5/8”  
14 STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)” is revised to read; “SEE NOTE  
15 2”

16  
17 B-90.40

18 Valve Detail - DELETED

19  
20 B-95.40

21 Dimension, Section A, dimension between grate and curb, was – 3”, is revised to read: 1”

22  
23 C-4b

24 DELETED

25  
26 C-4e

27 DELETED

28  
29 C-16b

30 DELETED

31  
32 C-22.14

33 DELETED

34  
35 C-22.16

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

38  
39 C-22.40

40 Elevation View, MSKT-SP-MGS (TL-3), dimension, MSKT-SP-MGS (TL-3) SYSTEM  
41 LENGTH = 50’ – 0” , dimension is revised to read: 46’ – 101/2”

42  
43 C-22.41

44 DELETED

45  
46 C-22.45

47 Elevation View, MSKT-SP-MGS (TL-2), Dimension, “MSKT-SP-MGS (TL-2) SYSTEM  
48 LENGTH = 25’ – 0””; the 25’ - 0” dimension is shown to begin at the centerline of POST 1  
49 and terminate at the Mid-Span Splice located between (unlabeled) POST 6 and  
50 (unlabeled) POST 7. The dimension is revised to begin at the centerline of POST 1 and  
51 terminate at the centerline of (unlabeled) POST 5.

1  
2 C-25.18  
3 DELETED

4  
5 D-10.10

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

10  
11 D-10.15

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

16  
17 D-10.20

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

21  
22 D-10.25

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

26  
27 D-10.30

28 Wall Type 5 may be used in all cases.

29  
30 D-10.35

31 Wall Type 6 may be used in all cases.

32  
33 D-10.40

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

38  
39 D-10.45

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

44  
45 D-15.10

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

49  
50 D-15.20

1 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”  
2 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
3 in place of these STD Plans.  
4

5 D-15.30

6 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”  
7 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
8 in place of these STD Plans.  
9

10 F-10.12

11 Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and  
12 Gutter Section”  
13

14 F-10.40

15 “EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted  
16

17 F-10.42

18 DELETE – “Extruded Curb at Cut Slope” View  
19

20 G-22.10

21 Sheet 2, Elevation , Three-Post Installation, Dimension, upper right, was – “.035” is revised  
22 to read: “ 0.35X”  
23

24 G-24.60

25 Sheet 1, View A, Dimension @ Bottom of sign, is = 3” is revised to read: 6”.  
26

27 G-60.10

28 Sheet 3, TYPICAL TRUSS DETAILS, BASE ~ TOP, callout, was – “15/16”(IN) DIAM.  
29 HOLES FOR FOUR, 7/8” (IN) DIAM. BOLTS (ASTM A 325)” is revised to read: “15/16”(IN)  
30 DIAM. HOLES FOR FOUR, 7/8” (IN) DIAM. BOLTS (ASTM F3125, GRADE A325)”  
31

32 G-90.10

33 TOP VIEW, callout, was – “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)” is revised  
34 to read; “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)”  
35

36 G-95.10

37 Sheet 2, Detail “B”, Plan View, callout, was – “5/8” DIAM. ASTM A 325 H.S. BOLT  
38 W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-  
39 03.3(33)” is revised to read: “5/8” DIAM. ASTM F 3125, GRADE A325 H.S. BOLT  
40 W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-  
41 03.3(33)”  
42

43 H-70.20

44 Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is  
45 revised to H-70.10  
46

47 I-30.30

48 8” Diameter Wattle Spacing Table, lower left corner, was –“Slope:1H : 1V, Maximum  
49 Spacing:10’ – 0”” is revised to read: “Slope:1H : 1V, Maximum Spacing:8’ – 0””.  
50  
51



1 J-3  
2 DELETED

3  
4 J-3b  
5 DELETED

6  
7 J-3C  
8 DELETED

9  
10 J-10.21  
11 Note 18, was – “When service cabinet is installed within right of way fence, see Standard  
12 Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right  
13 of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard  
14 Plan J-10.22 for details.”

15  
16 J-10.22  
17 Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter  
18 base shall be safety socket box with factory-installed test bypass facility that meets the  
19 requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility  
20 requirements~ as a minimum, the meter base shall be safety socket box with factory-  
21 installed test bypass facility that meets the requirements of EUSERC drawing 305. When  
22 the utility requires meter base to be mounted on the side or back of the service cabinet, the  
23 meter base enclosure shall be fabricated from type 304 stainless steel.”

24 Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T”  
25 rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp –  
26 120/277 volt “T” rated).”

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

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

34  
35 J-20.10  
36 Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton  
37 post.”

38  
39 J-20.11  
40 Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read:  
41 “Type PS or Type 1 Signal Pole”  
42 Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”  
43 Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton  
44 post.”

45  
46 J-20.26  
47 Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton  
48 post.”

49  
50 J-20.16  
51 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

1  
2 J-21.10

3 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~  
4 3/4” (IN) x 30” (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” IS REVISED TO  
5 READ: “ANCHOR BOLTS ~ 3/4” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ'D. PER  
6 ASSEMBLY”

7 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of  
8 the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from  
9 the 2 1/2” CLR. dimension, depicting the distance from the bottom of the foundation to find  
10 2 # 4 reinf. Bar.

11 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top  
12 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from  
13 the 2 1/2” CLR. dimension, depicting the distance from the bottom of the foundation to find  
14 1 # 4 reinf. Bar.

15 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of  
16 the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the  
17 2 1/2” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 #  
18 4 reinf. Bar.

19 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top  
20 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from  
21 the 2 1/2” CLR. dimension, depicting the distance from the bottom of the foundation to find  
22 1 # 4 reinf. Bar.

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

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

28  
29 J-21.15

30 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2” DIAM., is revised to read; CHASE  
31 NIPPLE ~ 1 1/2” (IN) DIAM.

32  
33 J-21.16

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

35  
36 J-22.15

37 Ramp Meter Signal Standard, elevation, dimension 4' - 6” is revised to read; 6'-0”  
38 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2” DIAM. is revised to read; CHASE  
39 NIPPLE ~ 1 1/2” (IN) DIAM.

40  
41 J-26.20

42 Sheet 1, NOTES, Note 5, was - “Connecting/clamping bolts AASHTO M 164 (ASTM  
43 A325)” is revised to read: “Connecting/clamping bolts ASTM F3125 GRADE A325”

44  
45 Was - “NUTS AASHTO M 291 (ASTM A263) GRADE DH” is revised to read: “NUTS  
46 ASTM A563 GRADE DH”

47  
48 J-28.43

49 KEY notes, note 1, was – “CLAMPING BOLTS, 7/8” (IN) DIAM. HEX HEAD BOLT AND  
50 NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS  
51 TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM

A325) is revised to read: "CLAMPING BOLTS, 7/8" (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM F3125 GRADE A325)"

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-40.20-04.....1/18/17	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-5.20-02.....1/26/17	B-30.50-02.....1/26/17	B-75.20-01.....6/10/08
B-5.40-02.....1/26/17	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-02.....1/26/17	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	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-10.70-00.....1/26/17	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-40.40-02.....1/26/17	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-45.20-01.....7/11/17	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-45.40-01.....7/21/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.40-03.....3/16/12	B-55.20-01.....1/26/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.20-01.....3/15/12	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-25.60-01.....1/26/17	B-65.20-01.....4/26/12	B-90.40-01.....1/26/17
B-30.10-02.....1/26/17	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.20-03.....1/26/17	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.30-02.....1/26/17	B-70.60-01.....1/26/17	B-95.40-00.....6/8/06

B-30.40-02.....1/26/17

1

C-1.....7/12/16	C-6.....7/15/16	C-23.60-04.....7/21/17
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-25.20-06.....7/14/15
C-1c.....7/12/16	C-6d.....7/15/16	C-25.22-05.....7/14/15
C-1d.....10/31/03	C-6f.....7/15/16	C-25.26-03.....7/14/15
C-2.....1/6/00	C-7.....6/16/11	C-25.80-04.....7/15/16
C-2a.....6/21/06	C-7a.....6/16/11	C-40.14-02.....7/2/12
C-2b.....6/21/06	C-8.....2/10/09	C-40.16-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.18-03.....7/21/17
C-2d.....6/21/06	C-8b.....2/29/16	C-70.10-01.....6/17/14
C-2e.....6/21/06	C-8e.....2/21/07	C-75.10-01.....6/11/14
C-2f.....3/14/97	C-8f.....6/30/04	C-75.20-01.....6/11/14
C-2g.....7/27/01	C-10.....7/15/16	C-75.30-01.....6/11/14
C-2h.....3/28/97	C-16a.....7/21/17	C-80.10-01.....6/11/14
C-2i.....3/28/97	C-20.10-04.....7/21/17	C-80.20-01.....6/11/14
C-2j.....6/12/98	C-20.11-00.....7/21/17	C-80.30-01.....6/11/14
C-2k.....7/12/16	C-20.14-03.....6/11/14	C-80.40-01.....6/11/14
C-2n.....7/12/16	C-20.15-02.....6/11/14	C-80.50-00.....4/8/12
C-2o.....7/13/01	C-20.18-02.....6/11/14	C-85.10-00.....4/8/12
C-2p.....10/31/03	C-20.19-02.....6/11/14	C-85.11-00.....4/8/12
C-3.....7/2/12	C-20.40-06.....7/21/17	C-85.14-01.....6/11/14
C-3a.....10/4/05	C-20.41-01.....7/14/15	C-85.15-01.....6/30/14
C-3b.....6/27/11	C-20.42-05.....7/14/15	C-85.16-01.....6/17/14
C-3c.....6/27/11	C-20.45.01.....7/2/12	C-85.18-01.....6/11/14
		C-85.20-01.....6/11/14
		C-90.10-00.....7/3/08
C-4f.....7/2/12	C-22.16-06.....7/21/17	
	C-22.40-06.....7/21/17	
	C-22.45-03.....7/21/17	

2

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	

3

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

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F-10.12-03.....6/11/14	F-10.62-02.....4/22/14	F-40.15-03.....6/29/16
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F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-01.....7/11/17	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	

1

G-10.10-00.....9/20/07	G-25.10-04.....6/10/13	G-90.10-03.....7/11/17
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-90.20-05.....7/11/17
G-24.10-00.....11/8/07	G-60.10-03.....6/18/15	G-90.30-04.....7/11/17
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-24.50-04.....7/11/17	G-70.20-04.....7/21/17	G-95.30-02.....6/2/11
G-24.60-04.....6/23/15	G-70.30-04.....7/21/17	

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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

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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

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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-45.36-00.....7/21/17
J-10.17-00.....6/3/15	J-28.22-00.....8/07/07	J-50.05-00.....7/21/17
J-10.18-00.....6/3/15	J-28.24-01.....6/3/15	J-50.10-00.....6/3/11
J-10.20-01.....6/1/16	J-28.26-01.....12/02/08	J-50.11-01.....7/21/17
J-10.21-00.....6/3/15	J-28.30-03.....6/11/14	J-50.12-01.....7/21/17
J-10.22-00.....5/29/13	J-28.40-02.....6/11/14	J-50.15-01.....7/21/17
J-10.25-00.....7/11/17	J-28.42-01.....6/11/14	J-50.16-01.....3/22/13
J-15.10-01.....6/11/14	J-28.43-00.....6/11/14	J-50.20-00.....6/3/11
J-15.15-02.....7/10/15	J-28.45-03.....7/21/16	J-50.25-00.....6/3/11
J-20.10-03.....6/30/14	J-28.50-03.....7/21/16	J-50.30-00.....6/3/11
J-20.11-02.....6/30/14	J-28.60-02.....7/21/16	J-60.05-01.....7/21/16
J-20.15-03.....6/30/14	J-28.70-03.....7/21/17	J-60.11-00.....5/20/13
J-20.16-02.....6/30/14	J-29.10-01.....7/21/16	J-60.12-00.....5/20/13
J-20.20-02.....5/20/13	J-29.15-01.....7/21/16	J-60.13-00.....6/16/10
J-20.26-01.....7/12/12	J-29.16-02.....7/21/16	J-60.14-00.....6/16/10
J-21.10-04.....6/30/14	J-30.10-00.....6/18/15	J-75.10-02.....7/10/15
J-21.15-01.....6/10/13	J-40.05-00.....7/21/16	J-75.20-01.....7/10/15
J-21.16-01.....6/10/13	J-40.10-04.....4/28/16	J-75.30-02.....7/10/15
J-21.17-01.....6/10/13	J-40.20-03.....4/28/16	J-75.40-02.....6/1/16
J-21.20-01.....6/10/13	J-40.30-04.....4/28/16	J-75.41-01.....6/29/16
J-22.15-02.....7/10/15	J-40.35-01.....5/29/13	J-75.45-02.....6/1/16
J-22.16-03.....7/10/15	J-40.36-02.....7/21/17	J-90.10-02.....4/28/16
J-26.10-03.....7/21/16	J-40.37-02.....7/21/17	J-90.20-02.....4/28/16

J-26.15-01.....5/17/12

J-90.21-01.....4/28/16

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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

2

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

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M-1.20-03.....6/24/14    M-12.10-00.....7/11/17    M-40.10-03.....6/24/14  
M-1.40-02.....6/3/11    M-15.10-01.....2/6/07    M-40.20-00...10/12/07  
M-1.60-02.....6/3/11    M-17.10-02.....7/3/08    M-40.30-01.....7/11/17  
M-1.80-03.....6/3/11    M-20.10-02.....6/3/11    M-40.40-00.....9/20/07  
M-2.20-03.....7/10/15    M-20.20-02.....4/20/15    M-40.50-00.....9/20/07  
M-2.21-00.....7/10/15    M-20.30-04.....2/29/16    M-40.60-00.....9/20/07  
M-3.10-03.....6/3/11    M-20.40-03.....6/24/14    M-60.10-01.....6/3/11  
M-3.20-02.....6/3/11    M-20.50-02.....6/3/11    M-60.20-02.....6/27/11  
M-3.30-03.....6/3/11    M-24.20-02.....4/20/15    M-65.10-02.....5/11/11  
M-3.40-03.....6/3/11    M-24.40-02.....4/20/15    M-80.10-01.....6/3/11  
M-3.50-02.....6/3/11    M-24.50-00.....6/16/11    M-80.20-00.....6/10/08  
M-5.10-02.....6/3/11    M-24.60-04.....6/24/14    M-80.30-00.....6/10/08  
M-7.50-01.....1/30/07    M-24.65-00.....7/11/17  
M-9.50-02.....6/24/14    M-24.66-00.....7/11/17  
M-9.60-00.....2/10/09  
M-11.10-02.....7/11/17

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# **APPENDIX A**

**Washington State Prevailing 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: 5/17/2018

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Lewis	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$46.57	<u>5D</u>	<u>1H</u>	
Lewis	<a href="#">Boilermakers</a>	Journey Level	\$66.54	<u>5N</u>	<u>1C</u>	
Lewis	<a href="#">Brick Mason</a>	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Building Service Employees</a>	Janitor	\$11.50		<u>1</u>	
Lewis	<a href="#">Building Service Employees</a>	Shampooer	\$11.50		<u>1</u>	
Lewis	<a href="#">Building Service Employees</a>	Waxer	\$11.50		<u>1</u>	
Lewis	<a href="#">Building Service Employees</a>	Window Cleaner	\$13.22		<u>1</u>	
Lewis	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$23.17		<u>1</u>	
Lewis	<a href="#">Carpenters</a>	Acoustical Worker	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Carpenter	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Carpenters on Stationary Tools	\$57.31	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Creosoted Material	\$57.28	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Floor Finisher	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Floor Layer	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Carpenters</a>	Scaffold Erector	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Cement Masons</a>	Journey Level	\$57.21	<u>7A</u>	<u>1M</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$110.54	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Dive Supervisor/Master	\$72.97	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Diver	\$110.54	<u>5D</u>	<u>4C</u>	<u>8V</u>
Lewis	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$67.97	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$61.65	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Manifold Operator	\$61.65	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Manifold Operator Mixed Gas	\$66.65	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle	\$61.65	<u>5D</u>	<u>4C</u>	

		Operator/Technician				
Lewis	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$57.43	<u>5A</u>	<u>4C</u>	
Lewis	<a href="#">Dredge Workers</a>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Dredge Workers</a>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<a href="#">Drywall Applicator</a>	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Lewis	<a href="#">Drywall Tapers</a>	Journey Level	\$23.26		<u>1</u>	
Lewis	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Electricians - Inside</a>	Cable Splicer	\$68.47	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Inside</a>	Journey Level	\$64.26	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Inside</a>	Lead Covered Cable Splicer	\$72.67	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Inside</a>	Welder	\$68.47	<u>5C</u>	<u>1G</u>	
Lewis	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$15.37		<u>1</u>	
Lewis	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$14.69		<u>1</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$79.43	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$46.28	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$59.01	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$46.28	<u>5A</u>	<u>4D</u>	<u>8W</u>
Lewis	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$52.20	<u>5A</u>	<u>4D</u>	
Lewis	<a href="#">Electronic Technicians</a>	Journey Level	\$28.46		<u>1</u>	
Lewis	<a href="#">Elevator Constructors</a>	Mechanic	\$91.24	<u>7D</u>	<u>4A</u>	
Lewis	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$98.51	<u>7D</u>	<u>4A</u>	
Lewis	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>	
Lewis	<a href="#">Fence Erectors</a>	Fence Erector	\$13.80		<u>1</u>	
Lewis	<a href="#">Fence Erectors</a>	Fence Laborer	\$11.60		<u>1</u>	
Lewis	<a href="#">Flaggers</a>	Journey Level	\$39.48	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Glaziers</a>	Journey Level	\$23.50		<u>1</u>	
Lewis	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journeyman	\$67.93	<u>5J</u>	<u>4H</u>	
Lewis	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$78.17	<u>7E</u>	<u>1E</u>	

Lewis	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$48.02	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$11.50		<u>1</u>
Lewis	<a href="#">Inland Boatmen</a>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>
Lewis	<a href="#">Inland Boatmen</a>	Cook	\$56.48	<u>5B</u>	<u>1K</u>
Lewis	<a href="#">Inland Boatmen</a>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>
Lewis	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>
Lewis	<a href="#">Inland Boatmen</a>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>
Lewis	<a href="#">Inland Boatmen</a>	Mate	\$57.31	<u>5B</u>	<u>1K</u>
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator	\$11.50		<u>1</u>
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$11.50		<u>1</u>
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$12.78		<u>1</u>
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$11.50		<u>1</u>
Lewis	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$11.50		<u>1</u>
Lewis	<a href="#">Insulation Applicators</a>	Journey Level	\$57.18	<u>5D</u>	<u>4C</u>
Lewis	<a href="#">Ironworkers</a>	Journeyman	\$67.88	<u>7N</u>	<u>1O</u>
Lewis	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Airtrac Drill Operator	\$48.02	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Ballast Regular Machine	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Batch Weighman	\$39.48	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Brick Pavers	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Brush Cutter	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Brush Hog Feeder	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Burner	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Caisson Worker	\$48.02	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Carpenter Tender	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Caulker	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Cement Dumper-paving	\$47.44	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Cement Finisher Tender	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Change House Or Dry Shack	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Chipping Gun (under 30 Lbs.)	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Chipping Gun(30 Lbs. And Over)	\$47.44	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Choker Setter	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Chuck Tender	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Clary Power Spreader	\$47.44	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Clean-up Laborer	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<a href="#">Laborers</a>	Concrete Dumper/chute Operator	\$47.44	<u>7A</u>	<u>3I</u>

Lewis	<a href="#">Laborers</a>	Concrete Form Stripper	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Concrete Placement Crew	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Concrete Saw Operator/core Driller	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Crusher Feeder	\$39.48	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Curing Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (incl. Charred Material)	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Ditch Digger	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Diver	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Drill Operator (hydraulic,diamond)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Dry Stack Walls	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Dump Person	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Epoxy Technician	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Erosion Control Worker	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Fine Graders	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Firewatch	\$39.48	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Form Setter	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Gabian Basket Builders	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	General Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Grinders	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Grout Machine Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Groutmen (pressure)including Post Tension Beams	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Guardrail Erector	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Hazardous Waste Worker (level A)	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Hazardous Waste Worker (level B)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Hazardous Waste Worker (level C)	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	High Scaler	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Jackhammer	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Laserbeam Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Maintenance Person	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Manhole Builder-mudman	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Material Yard Person	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Motorman-dinky Locomotive	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pavement Breaker	\$47.44	<u>7A</u>	<u>3I</u>	

Lewis	<a href="#">Laborers</a>	Pilot Car	\$39.48	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pipe Layer Lead	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pipe Layer/tailor	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pipe Pot Tender	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pipe Reliner	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pipe Wrapper	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Pot Tender	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Powderman	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Powderman's Helper	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Power Jacks	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Raker - Asphalt	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Re-timberman	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Remote Equipment Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rigger/signal Person	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rip Rap Person	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rivet Buster	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Rodder	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Scaffold Erector	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Scale Person	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Sloper (over 20")	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Sloper Sprayer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Spreader (concrete)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Stake Hopper	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Stock Piler	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tamper (multiple & Self-propelled)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Topper	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Track Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Track Liner (power)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Traffic Control Laborer	\$42.22	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	<a href="#">Laborers</a>	Traffic Control Supervisor	\$42.22	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	<a href="#">Laborers</a>	Truck Spotter	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tugger Operator	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$92.60	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$97.63	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$101.31	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$107.01	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air	\$109.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		Worker 60.01-64.00 psi				
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$114.23	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$116.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$118.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$120.13	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$48.12	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Tunnel Work-Miner	\$48.12	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	<a href="#">Laborers</a>	Vibrator	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Vinyl Seamer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Watchman	\$35.88	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Welder	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Well Point Laborer	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers</a>	Window Washer/cleaner	\$35.88	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Landscape Construction</a>	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
Lewis	<a href="#">Landscape Construction</a>	Landscape Equipment Operators Or Truck Drivers	\$11.50		<u>1</u>	
Lewis	<a href="#">Landscape Construction</a>	Landscaping Or Planting Laborers	\$11.50		<u>1</u>	
Lewis	<a href="#">Lathers</a>	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Lewis	<a href="#">Marble Setters</a>	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$15.16		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$11.50		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$11.50		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Painter	\$11.50		<u>1</u>	
Lewis	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$15.16		<u>1</u>	
Lewis	<a href="#">Millwright</a>	Journey Level	\$58.68	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Modular Buildings</a>	Cabinet Assembly	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Electrician	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Equipment Maintenance	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Plumber	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Production Worker	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Tool Maintenance	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Utility Person	\$11.50		<u>1</u>	
Lewis	<a href="#">Modular Buildings</a>	Welder	\$11.50		<u>1</u>	
Lewis	<a href="#">Painters</a>	Journey Level	\$41.60	<u>6Z</u>	<u>2B</u>	
Lewis	<a href="#">Pile Driver</a>	Crew Tender	\$52.37	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$71.35	<u>5D</u>	<u>4C</u>	

Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$76.35	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$80.35	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$85.35	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$87.85	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$92.85	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$94.85	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$96.85	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$98.85	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Pile Driver</a>	Journey Level	\$57.43	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Plasterers</a>	Journey Level	\$54.89	<u>7Q</u>	<u>1R</u>	
Lewis	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$67.47	<u>5A</u>	<u>1G</u>	
Lewis	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operator	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Assistant Engineers	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine - laser Screed	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators</a>	Conveyors	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: A-frame - 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Guardrail punch/Auger	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>



Lewis	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Motor patrol graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Quad 9, HD 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person,	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Bellman (Certified)				
Lewis	<a href="#">Power Equipment Operators</a>	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Tower crane over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Tower Crane Up: To 175' In Height, Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operator	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineers	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator: Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Finish Machine - laser Screed	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-</a>	Cranes: A-frame - 10 Tons	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Underground Sewer &amp; Water</a>	And Under				
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Guardrail punch/Auger	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/Boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-</a>	Loader, Overhead, 6 Yards.	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Underground Sewer &amp; Water</a>	But Not Including 8 Yards				
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Motor patrol graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Quad 9, HD 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-</a>	Rigger/Signal Person,	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

	<a href="#">Underground Sewer &amp; Water</a>	Bellman (Certified)				
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Tower crane over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Tower Crane: Up To 175' In Height, Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators- Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$50.02	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$47.43	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$50.02	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$44.64	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$33.67	<u>5A</u>	<u>4A</u>	
Lewis	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$23.96		<u>1</u>	
Lewis	<a href="#">Residential Brick Mason</a>	Journey Level	\$17.00		<u>1</u>	
Lewis	<a href="#">Residential Carpenters</a>	Journey Level	\$21.90		<u>1</u>	
Lewis	<a href="#">Residential Cement Masons</a>	Journey Level	\$13.00		<u>1</u>	
Lewis	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$31.73		<u>1</u>	
Lewis	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$18.95		<u>1</u>	
Lewis	<a href="#">Residential Electricians</a>	Journey Level	\$32.28	<u>5A</u>	<u>1B</u>	
Lewis	<a href="#">Residential Glaziers</a>	Journey Level	\$19.66		<u>1</u>	
Lewis	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$15.00		<u>1</u>	
Lewis	<a href="#">Residential Laborers</a>	Journey Level	\$20.32		<u>1</u>	
Lewis	<a href="#">Residential Marble Setters</a>	Journey Level	\$17.00		<u>1</u>	
Lewis	<a href="#">Residential Painters</a>	Journey Level	\$16.50		<u>1</u>	
Lewis	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$20.40		<u>1</u>	
Lewis	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$24.88		<u>1</u>	
Lewis	<a href="#">Residential Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$29.28		<u>1</u>	
Lewis	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$15.70		<u>1</u>	
Lewis	<a href="#">Residential Stone Masons</a>	Journey Level	\$17.00		<u>1</u>	
Lewis	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Residential Tile Setters</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Roofers</a>	Journey Level	\$51.02	<u>5A</u>	<u>3H</u>	
Lewis	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$54.02	<u>5A</u>	<u>3H</u>	

Lewis	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$78.17	<u>7F</u>	<u>1E</u>	
Lewis	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$18.04		<u>1</u>	
Lewis	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<a href="#">Soft Floor Layers</a>	Journey Level	\$22.87		<u>1</u>	
Lewis	<a href="#">Solar Controls For Windows</a>	Journey Level	\$11.50		<u>1</u>	
Lewis	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$56.81	<u>7J</u>	<u>1R</u>	
Lewis	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$13.23		<u>1</u>	
Lewis	<a href="#">Stone Masons</a>	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$16.00		<u>1</u>	
Lewis	<a href="#">Surveyors</a>	All Classifications	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Surveyors</a>	Construction Site Surveyor	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<a href="#">Telecommunication Technicians</a>	Journey Level	\$31.72		<u>1</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$22.78	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Installer (Repairer)	\$38.87	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Special Aparatus Installer I	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Special Apparatus Installer II	\$39.73	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Heavy)	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television Groundperson	\$21.60	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television Lineperson/Installer	\$28.68	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television System Technician	\$34.10	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Television Technician	\$30.69	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Telephone Line Construction - Outside</a>	Tree Trimmer	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<a href="#">Terrazzo Workers</a>	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Lewis	<a href="#">Tile Setters</a>	Journey Level	\$21.65		<u>1</u>	
Lewis	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$42.19	<u>5A</u>	<u>1B</u>	
Lewis	<a href="#">Traffic Control Stripers</a>	Journey Level	\$45.43	<u>7A</u>	<u>1K</u>	
Lewis	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards (W.	\$51.86	<u>5D</u>	<u>3A</u>	<u>8L</u>



		WA-Joint Council 28)			
Lewis	<a href="#">Truck Drivers</a>	Dump Truck	\$21.08		<u>1</u>
Lewis	<a href="#">Truck Drivers</a>	Dump Truck And Trailer	\$21.08		<u>1</u>
Lewis	<a href="#">Truck Drivers</a>	Other Trucks	\$32.52		<u>1</u>
Lewis	<a href="#">Truck Drivers</a>	Transit Mixer	\$29.67	<u>6l</u>	<u>2H</u>
Lewis	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$18.18		<u>1</u>
Lewis	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$11.50		<u>1</u>
Lewis	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<u>1</u>

**Washington State Department of Labor and Industries**  
**Policy Statement**  
**(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

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

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

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

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

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

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



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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

**WAC 296-127-018 Agency filings affecting this section**

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

Benefit Code Key – Effective 3/3/2018 thru 8/30/2018

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**Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

**Overtime Codes Continued**

3.
  - 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.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
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).

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**Holiday Codes Continued**

5. D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- 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).

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**Holiday Codes Continued**

6. H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- 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.

**Holiday Codes Continued**

7. I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

**Holiday Codes Continued**

- 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. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

**Note Codes Continued**

8. 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.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

# APPENDIX B

## FEDERAL CONTRACT PROVISIONS





## FEDERAL CONTRACT PROVISIONS

### STATE AND FEDERAL LAWS TO BE OBSERVED

The applicant must comply with all state and federal laws in performing all tasks undertaken with respect to the Public Assistance (PA) Grant Program. The following sections are included for informational purpose and are not professed to include all relevant laws. It is the applicant's responsibility to comply with all federal, state, and local laws.

**1. EQUAL EMPLOYMENT OPPORTUNITY** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

– Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**5. CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended** – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **7. DEBARMENT AND SUSPENSION**

**(E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

#### **8. PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1).**

The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **9. SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794).**

The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

#### **10. AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.)**

The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

**11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58).**

The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

**12. EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.)**

The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative. The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.

**13. EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq.)**

The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

**14. THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.).**

The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

**15. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.).** The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone.

Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

**16. THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.).** The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

**17. THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.).** Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

**18. THE ARCHAEOLOGICAL AND HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.).**

The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

**19. THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349).** The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.

**20. THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.).** The APPLICANT must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

**21. THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.)** The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

**22. THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.)** The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

**23. RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW.** The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

**24. STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW.** The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

**25. NOISE CONTROL, CHAPTER 70.107 RCW.** The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

**26. SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW.** The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

**27. STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW.** The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes. The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

**28. OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW.** The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body

which pertain to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

**29. LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW.** The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

**30. GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90- 04, APRIL 21, 1990: PROTECTION OF WETLANDS.** The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures. Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

**31. PREVAILING WAGES ON PUBLIC WORKS, CHAPTER 39.12 RCW.** The applicant shall comply with the provisions of Chapter 39.12, Prevailing Wages on Public Works. This statute mandates that the prevailing rate of wage, as determined by the State Department of Labor and Industries, be paid to workers performing under public works contracts.

**32. CONTRACTING WITH SMALL MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.** In accordance 44 CFR 13.36(e), Contracting With Small and Minority Firms, if employing contractors or suppliers the Contractor will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's enterprises and labor surplus area firms are used when possible. (2) Affirmative steps shall include: (i) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (ii) Assuring that small and minority enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

# **APPENDIX C**

## **BID PROPOSAL DOCUMENTS**

### **INCLUDING:**

**Notice to Contractor**

**Proposal Form**

**Non-Collusion Declaration**

**Proposal Signature Page**

**Certification of Compliance with Wage Payment Statutes**







## Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, 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 12, 2018**, at the Lewis County Courthouse in Chehalis, Washington for the Coal Creek Drive Long Term Bank Protection Project – SM15F739300030, FEMA Project No. DR 4253.

#### **SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, June 12, 2018**

(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 COAL CREEK DRIVE LONG TERM BANK PROTECTION PROJECT – SM15F739300030, FEMA PROJECT NO. DR 4253, TO BE OPENED ON OR AFTER 11:00 A.M. ON TUESDAY, JUNE 12, 2018.”**

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

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

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure 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 Coal Creek Drive Long Term Bank Protection Project, SM15F739300030, FEMA Project No. DR 4253, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

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

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	MOBILIZATION	LUMP SUM	\$
2	1 L.S.	CLEARING AND GRUBBING	LUMP SUM	\$
3	1 L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$
4	60 C.Y.	ROADWAY EXCAVATION INCL. HAUL	\$	\$
5	1 L.S.	WATER ISOLATION	LUMP SUM	\$
6	190 S.Y.	STABILIZED CONSTRUCTION ENTRANCE	\$	\$
7	316 TON	CRUSHED SURFACING BASE COURSE	\$	\$
8	72 TON	CRUSHED SURFACING TOP COURSE	\$	\$
9	13 EACH	TYPE 1 LOG	\$	\$
10	98 EACH	TYPE 2 LOG	\$	\$
11	37 EACH	TYPE 3 LOG	\$	\$
12	235 EACH	BOULDER ANCHOR	\$	\$
13	360 C.Y.	CHANNEL EXCAVATION INCL. HAUL	\$	\$
14	15 TON	QUARRY SPALLS	\$	\$
15	0.50 ACRE	SEEDING AND MULCHING	\$	\$
16	84.5 S.F.	CONSTRUCTION SIGNS CLASS A	\$	\$
17	1 L.S.	STREAMSIDE MITIGATION PLANTING	LUMP SUM	\$
18	895 TON	ROCK FOR EROSION AND SCOUR PROTECTION, CLASS B	\$	\$
19	1 EST.	EROSION/WATER POLLUTION CONTROL	ESTIMATED	\$8,000.00
20	1 L.S.	TRIMMING AND CLEANUP	LUMP SUM	\$
21	1 EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATED	\$0.00
22	1 L.S.	SPCC PLAN	LUMP SUM	\$
			TOTAL	\$



## **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

\_\_\_\_\_

\_\_\_\_\_

Telephone No.

\_\_\_\_\_

State of Washington Contractor’s License No.

\_\_\_\_\_

Unified Business Identifier (U.B.I.) 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



Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, County Engineer

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date ( ), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official\*

Printed Name

Title

Date City State

Check One:

Sole Proprietorship [ ] Partnership [ ] Joint Venture [ ] Corporation [ ]

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.





## **APPENDIX D**

### **CONTRACT DOCUMENTS**

#### **INCLUDING:**

**Contract Form**

**Contract Bond**

**Power Equipment List**



## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, 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 \*\*\* Coal Creek Drive cul-de-sac by excavating and replacing with crushed surfacing material, constructing 570 feet of bank protection which consist of large woody material inter-connected and ballasted with boulders all connected using all thread rod or coil rod and the installation of willow stakes within the bank protection structure, hydroseeding and planting trees, \*\*\* 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 by 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: \_\_\_\_\_, 2018

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

Surety

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

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. 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. **SM15739300030, DR 4253**, 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 **Coal Creek Drive Long Term Bank Protection 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. **SM15739300030, DR 4253** between the below-named Contractor and County for the **Coal Creek Drive Long Term Bank Protection Project**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

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

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

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

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

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

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

**FOR THE SURETY:**

**FOR THE PRINCIPAL:**

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

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

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

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

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss: **ACKNOWLEDGMENT FOR CONTRACTOR**

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

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

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

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

**SEAL →**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss: **ACKNOWLEDGMENT FOR SURETY**

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

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

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

Notary Public

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

**SEAL →**

**POWER EQUIPMENT LIST**

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

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

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

**POWER EQUIPMENT**

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





# APPENDIX E

## PERMITTING DOCUMENTS



**Coal Creek Drive MP 0.30 SM15F739300030 Long Term Bank Stabilization for Contractor**

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
Contract Provisions		<b>Wetlands and Water Quality</b>							
		Temporary BMPs shall be used to allow turbid water to settle before discharge to the stream. Settling time shall be sufficient to meet water quality standards. The flow rate of turbid water into the stream shall not exceed one tenth of the stream, the Contractor shall request the Engineer to sample the water to ensure the water is in compliance with water quality standards.							
		During any operation involving saw cutting of concrete, all water generated by the cutting operation shall be controlled and contained, to be disposed of on land with no possibility of entry to waters of the State, including wetlands.							
		The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide Permit Verification Letter, conditions, and permit drawings on the work site for the life of the Contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies of the items above listed to all Sub-Contractors involved with the authorized work prior to their commencement of any work.							
		Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.							
		Heavy equipment working in wetlands or mudflats must be placed on mats or other measures taken to minimize soil disturbance as approved by the Engineer.							
		Any temporary fills placed must be removed in their entirety and the affected areas returned to their pre-construction elevation.							
		Prior to placement of materials for temporary access roads erosion control fabric will be installed and any material removed will be conserved.							
		Upon removal of the temporary access roads the areas will be restored to previous elevations and a layer of moderate-term mulch with native hydroseed mix will be applied to disturbed surfaces.							
		The Contractor shall notify the Engineer a minimum of *** 15 *** calendar days prior to commencing any work in environmentally sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement. At the time of notification, the Contractor shall submit a work plan for review and approval detailing how the work will be performed. Plan detail must be sufficient to verify that work is in conformance with all contract provisions.							
		No Contractor staging areas will be allowed within *** 50 *** feet of any waters of the State including wetlands. Refueling or storage of hazardous substances shall occur at least 200 feet away from any waters of the State including wetlands. All staging, stockpile and refueling areas shall be within the limits of the Area of Potential Effect depicted on Project Plans.							
		The Contractor will utilize the project specific Inadvertent Discovery Plan							
		<b>Stream Diversion</b>							
		Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by stream bypass operations.							
	Install the cofferdam to ensure minimum interference with the existing streambed, and other facilities surrounding the dewatering site								

**Coal Creek Drive MP 0.30 SM15F739300030 Long Term Bank Stabilization for Contractor**

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS	
Contract Provisions		Disturbance of the bed and banks should be limited to that necessary to place the structure, embankment protection, and any required channel modification associated with the installation. All disturbed areas should be protected from erosion within seven (7) calendar days of completion using vegetation or other means.								
		Isolation of the construction site from stream flow shall be accomplished using techniques such as: <ul style="list-style-type: none"> <li>• By pumping the stream flow around the site.</li> <li>• The installation of a sheetpile or sandbag wall.</li> <li>• The use of a water-filled cofferdam.</li> </ul> Exception may be granted if siltation or turbidity is reduced to acceptable levels by means approved by the Engineer and the Washington Department of Fish and Wildlife (WDFW).								
		Any fish stranded in the construction area or diversion reach shall be safely moved to the flowing stream.								
		Any wastewater from project activities and dewatering shall be routed to an area outside the ordinary high water line to allow settling of fine sediments and other contaminants prior to being discharged back into the subject stream. Do not permit open sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability. Dewatering operations shall comply with regulatory water disposal requirements of authorities having jurisdiction. The stream diversion/bypass and shall be sufficiently maintained to avoid significant leaks that may result in flows through the work zone. All in-water work shall be in strict conformance with permits obtained for this project								
		<b>Erosion Control and Water Pollution Control</b>								
		After seeding the Contractor shall be responsible to ensure a healthy stand of grass, otherwise, the Contractor shall, restore eroded areas, clean up materials, and reapply the seed, at no cost to the Contracting Agency.								
		Moderate-Term Wood Cellulose Fiber mulch shall be applied at a rate of 2,000 pounds per acre with all permanent seed mixes and shall conform to Section 9-14.4(2)B Moderate-Term Mulch of the Standard Specifications.								
		Grass seed, of the following composition, proportion, and quality shall be applied at the rate of ***120 *** pounds of pure live seed (pls) per acre on all areas requiring permanent roadside seeding within the project limits.  <i>Festuca subalata</i> (Bearded Fescue), 24.00 pls <i>Agrostis exarata</i> (Spike Bentgrass), 24.00 pls <i>Deschampsia caespitosa</i> (Tufted Hairgrass), 12.00 pls <i>Lolium perenne</i> (Perennial Ryegrass), 36.00 pls <i>Trifolium repens</i> (White Clover), 24.00 pls								
		Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.								
		PAM shall be added to permanent erosion control and temporary seed mixes at the time of hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of the Standard Specifications.								

**Coal Creek Drive MP 0.30 SM15F739300030 Long Term Bank Stabilization for Contractor**

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
Contract Provisions		<b>Planting Preparation</b>							
		The Contractor shall grade, rip soils in, and plant trees in disturbed areas as shown in the Contract Plans, staked in the field, and required by the Engineer. The planting shall be performed by a biologist, horticulturist, landscape architect or other similar professional. The credentials of the supervisor of this work shall be approved by the Engineer prior to beginning work on this item							
		<b>Planting</b>							
		Planting shall be as follows: Within constructed logjam <ul style="list-style-type: none"> <li>• <i>Salix lasiandra</i> (Pacific Willow) - 180 cuttings, three feet in length, 6 foot on center</li> <li>• <i>Salix sitchensis</i> (Sitka Willow) - 180 cuttings, three feet in length, 6 foot on center</li> </ul> In upland area <ul style="list-style-type: none"> <li>• Thuja Plicata (Western Red Cedar) - 4 two gallon containers, 12 foot on center</li> <li>• Pseudotsuga menzeisii (Douglas Fir) – 26 two gallon containers, 12 foot on center</li> </ul>							
		<b>Plant Establishment</b>							
		The Contractor shall provide a one-year plant guarantee period from the date of final acceptance, in accordance with performance standards of local, state and federal permits. At the end of the one-year guarantee period, all dead and unacceptable plant materials shall be replaced by the Contractor at the Contractor’s expense. The Contractor shall provide maintenance and monitoring efforts during the guarantee period.							
FEMA Endangered Species Programmatic (FESP) WCR-2016-6048	1/9/18	<b>Large Woody Debris</b>							
		Large woody debris shall consist of logs with root wads attached and logs without rootwads. Trunk diameter of logs with root wads will range from 22 to 26 inches. Trunk lengths will be typically 20 to 30 feet long. The intact root wad shall consist of stout roots, such that roots of minimum 2-inch diameter shall form a root wad at least 6 ft in diameter. Logs with root wads shall consist of Douglas fir, Sitka spruce, and/or western red cedar species that are free from rot or decay.							
		<b>Project Design</b>							
		To the extent feasible, use site design to retain natural vegetation and permeable soils, limit compaction and otherwise minimize the extent and duration of earthwork.							
		<b>In-Water Work Timing</b>							
Complete all work within wetted channel during times when spawning or incubating salmonids are least likely to be present in Washington State freshwaters.									
FESP	1/9/18	<b>Site Layout and Flagging</b>							
		a. Before any significant ground disturbance or entry of mechanized equipment or vehicles into the construction area, clearly mark with flagging or survey marking paint the following areas: <ol style="list-style-type: none"> <li>Sensitive areas, e.g., wetlands, water bodies, spawning areas will be flagged and identified by a qualified biologist.</li> <li>Equipment entry and exit points.</li> <li>Road and stream crossing alignments.</li> <li>Staging, storage, and stockpile areas.</li> </ol> This is to be performed by others.							

**Coal Creek Drive MP 0.30 SM15F739300030 Long Term Bank Stabilization for Contractor**

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
FESP WCR-2016- 6048	1/9/18	<b>Fish Capture and Release</b>							
		<ul style="list-style-type: none"> <li>a. If practicable, allow fish species to migrate out of the work area or remove fish before dewatering; otherwise remove fish from an exclusion area as it is slowly dewatered with methods such as hand or dip-nets, seining, or trapping with minnow traps (or gee-minnow traps).</li> <li>b. Fish capture will be supervised by a qualified fisheries biologist, with experience in work area isolation and competent to ensure the safe handling of all fish.</li> <li>c. Conduct fish capture activities during periods of the day with the coolest air and water temperatures possible, normally early in the morning to minimize stress and injury of species present.</li> <li>d. Electrofishing will be used during the coolest time of the day, only after other means of fish capture are determined to be not feasible or ineffective.                             <ul style="list-style-type: none"> <li>i. Do not electrofish when the water appears turbid, <i>e.g.</i>, when objects are not visible at a depth of 12 inches.</li> <li>ii. Do not intentionally contact fish with the anode.</li> <li>iii. Follow NMFS (2000) electrofishing guidelines, including use of only direct current (DC) or pulsed direct current within the following ranges:                                     <ul style="list-style-type: none"> <li>1. If conductivity is less than 100 microseconds (<math>\mu</math>s), use 900 to 1100 volts.</li> <li>2. If conductivity is between 100 and 300 <math>\mu</math>s, use 500 to 800 volts.</li> <li>3. If conductivity is greater than 300 <math>\mu</math>s, use less than 400 volts.</li> </ul> </li> <li>iv. Begin electrofishing with a minimum pulse width and recommended voltage, the gradually increase to the point where fish are immobilized.</li> <li>v. Immediately discontinue electrofishing if fish are killed or injured, <i>i.e.</i>, dark bands are visible on the body, spinal deformations, significant de-scaling, torpid or inability to maintain upright attitude after sufficient recovery time. Recheck machine settings, water temperature, and conductivity, and adjust to postpone procedures as necessary to reduce injuries.</li> </ul> </li> <li>e. If buckets are used to transport fish:                             <ul style="list-style-type: none"> <li>i. Minimize time fish are in a transport bucket.</li> <li>ii. Keep buckets in shaded areas or, if no shade is available, covered by a canopy.</li> <li>iii. Limit the number of fish within a bucket; fish will be of relatively comparable size to minimize predation.</li> <li>iv. Use aerators or replace the water in the buckets at least every 15 minutes with cold clear water.</li> <li>v. Release fish in an area upstream with adequate cover and flow refuge; downstream is acceptable provided the release site is below the influence of construction.</li> <li>vi. Be careful to avoid mortality counting errors.</li> </ul> </li> <li>f. Monitor and record fish presence, handling, and injury during all phases of fish capture and submit a fish salvage report (see attached Fish Salvage Report).</li> </ul>							

**Coal Creek Drive MP 0.30 SM15F739300030 Long Term Bank Stabilization for Contractor**

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
FESP WCR-2016- 6048	1/9/18	<p><b>Work Area Isolation</b></p> <ul style="list-style-type: none"> <li>a. Isolate any work area within the wetted channel from the active stream whenever ESA-listed fish are reasonably certain to be present, unless NMFS and FEMA agree in writing (email) that the work can be done with less potential risk to listed fish without isolating and dewatering the work area (e.g., placing large woody debris) .</li> <li>b. Engineering design plans for work area isolation will include all isolation elements and fish release areas. Any temporary bypass channels will be reviewed and verified by a NMFS hydraulic engineer to ensure compliance with fish passage criteria (NMFS 2011a).</li> <li>c. Dewater the shortest linear extent of work area practicable, unless wetted in-stream work is deemed to be minimally harmful to fish, and is beneficial to other aquatic species.                             <ul style="list-style-type: none"> <li>i. Use a cofferdam and a by-pass culvert or pipe, or a lined, non-erodible diversion ditch to divert flow around the dewatered area. Dissipate flow energy to prevent damage to riparian vegetation or stream channel and provide for safe downstream reentry of fish, preferably into pool habitat with cover.</li> <li>ii. Pump seepage water to a temporary storage and treatment site, or into upland areas, to allow water to percolate through soil or to filter through vegetation before reentering the stream channel with a treatment system comprised of either a hay bale basin or other sediment control device.</li> <li>iii. When construction is complete, re-water the construction site slowly to prevent loss of surface flow downstream, and to prevent a sudden increase in stream turbidity.</li> </ul> </li> <li>d. Whenever a pump is used to dewater the isolation area and ESA-listed fish may be present, a fish screen will be used that meets the most current version of NMFS’s fish screen criteria (NMFS 2011a). The NFMS verification is required for pumping at a rate that exceeds 3 cfs.</li> </ul>							
		<p><b>Staging, Storage, and Stockpile Areas</b></p> <ul style="list-style-type: none"> <li>a. Designate and use areas to store hazardous materials, or to store, fuel, or service heavy equipment, vehicles, and other power equipment with tanks larger than 5 gallons, that are at least 150 feet from any natural waterbody or wetland, or an established paved area, such that sediment and other contaminants from the staging area cannot be deposited in the floodplain or stream.</li> <li>b. Natural materials that are displaced and reserved for restoration, e.g., LW, gravel, and boulders, may be stockpiled within the 100-year floodplain and covered to avoid runoff of sediment and natural materials due to precipitation.</li> <li>c. Dispose of any material not used in restoration and not native to the floodplain outside of the functional floodplain.</li> <li>d. After construction is complete, obliterate all staging storage, or stockpile areas, stabilize the soil, and revegetate the area. Areas where vegetation has been temporarily removed must be revegetated with trees, brush, and grasses native to the watershed. The long-term goal shall be to mimic the diversity and stocking levels of nearby undisturbed plant communities, while also incorporating those plants needed to minimize erosion in the near- and medium-term future. Revegetation efforts require monitoring that incorporates metrics that may trigger additional planting to achieve the desired future condition that is defined in the revegetation plan.</li> </ul>							

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		<b>Pollution and Erosion Control</b>							
FESP WCR-2016- 6048	1/9/18	<p>a. At a minimum, project designs and best management practices shall abide by those issued by the respective state department of ecology or department of environmental quality. Some (not all) pertinent state standards and guidance are available in the following documents (or any future documents that replace or supplement them):  <u>Washington:</u> Stormwater Management Manual for Western for Western Washington; Volumes I thru V, Washington State Department of Ecology (as amended 2014) or Stormwater Management Manual for Eastern Washington; Washington State Department of Ecology Publication 04-10-076 (2004).</p> <p>b. Use site planning and site erosion control measures commensurate with the scope of the project to minimize damage to natural vegetation and permeable soils, and prevent erosion and sediment discharge from the project site.</p> <p>c. Before significant earthwork begins, install appropriate, temporary erosion controls downslope to prevent sediment deposition in the riparian area, wetlands, or water body.</p> <p>d. During construction:</p> <ul style="list-style-type: none"> <li>i. Complete earthwork in wetlands, riparian areas, and stream channels as quickly as possible.</li> <li>ii. Cease project operations when high flows may inundate the project area, except to avoid or minimize resource damage.</li> <li>iii. If eroded sediment appears likely to be deposited in the stream during construction, install additional sediment barriers as necessary.</li> <li>iv. Temporary erosion control measures may include fiber wattles, silt fences, jute matting, wood fiber mulch and soil binder, or geotextiles and geosynthetic fabric.</li> <li>v. Soil stabilization using wood fiber mulch and tackifier (hydro-applied) may be used to reduce erosion of bare soil, if the materials are free of noxious weeds and nontoxic to aquatic and terrestrial animals, soil microorganisms, and vegetation.</li> <li>vi. Inspect and monitor pollution and erosion control measures throughout the length of the project.</li> <li>vii. Remove sediment from erosion controls if it reaches on-third of the exposed height of the control.</li> <li>viii. Whenever surface water is present, maintain a supply of sediment control materials and an oil-absorbing floating boom at the project site.</li> <li>ix. Stabilize all disturbed soils following any break in work unless construction will resume within four days.</li> </ul> <p>e. Remove temporary erosion controls after construction is complete and the site is fully stabilized.</p>							



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FESP WCR-2016- 6048	1/9/18	<b>Hazardous Material Safety</b>								
		a. At the project site: <ul style="list-style-type: none"> <li>i. Post written procedures by the grantee for notifying environmental response agencies, including an inventory and description of all hazardous materials present, and the storage and handling procedures for their use.</li> <li>ii. Maintain a spill containment kit, with supplies and instructions for cleanup and disposal, adequate for the types and quantity of hazardous materials present.</li> <li>iii. Workers are trained in spill containment procedures, including the location and use of the spill containment kits.</li> <li>iv. Temporarily contain and waste liquids generated under an impervious cover, such as tarpaulin, in the staging area until the wastes can be properly transported to, and disposed of, at an appropriate receiving facility.</li> </ul>								
		<b>Temporary Access Roads and Paths</b>								
		a. Whenever reasonable, use existing access roads and paths preferentially. b. Minimize the number and length of temporary access roads and paths through riparian areas and floodplains. c. Minimize removal of riparian vegetation. d. When it is necessary to remove vegetation, cut at ground level (no grubbing). e. Do not build temporary access roads or paths where grade, soil, or other features suggest slope instability f. Any road on a slope steeper than 30% will be designed by a civil engineer with experience in steep road design. g. After construction is complete, obliterate all temporary access roads and paths, stabilize the soil, and revegetate the area. h. Temporary access roads and paths in wetlands or areas prone to flooding will be obliterated by the end of construction. Decompact road surfaces and drainage areas, pull fill material onto the running surface, and reshape to match the original contours.								
		<b>Construction Measures</b>								
		<b>Invasive and Non-Native Plant Control</b>								
		<b>Non-herbicide methods.</b> Limit vegetation removal and soil disturbance within the riparian zone by limiting the number of workers there to the minimum necessary to complete manual, mechanical, or hydro-mechanical plant control (e.g. hand pulling, bending, clipping, stabbing, digging, brush-cutting, mulching, radiant heat, portable flame burner, super-heated steam, pressurized hot water, or hot foam. Do not allow cut, mowed, or pulled vegetation to enter waterways. <b>Power Equipment.</b> Refuel gas-powered equipment with tanks larger than 5 gallons in a vehicle staging area placed 150 feet or more from any natural water body, or in an isolated hazard zone such as a paved parking lot.								

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FESP WCR-2016-6048	1/9/18	<b>Equipment, Vehicles, and Power Tools</b>								
		a. Select, operate and maintain all heavy equipment, vehicles, and power tools to minimize damage to natural vegetation and permeable soils, <i>e.g.</i> , low pressure tires, minimal hard-turn paths for track vehicles, use of temporary mats or plates to protect wet soils. b. Before entering wetlands or working within 150 feet of a water body: <ul style="list-style-type: none"> <li>i. Power wash all heavy equipment, vehicles and power tools, allow them to fully dry, and inspect them for fluid leaks, and to make certain no plants, soil, or other organic material are adhering to the surface.</li> <li>ii. Ensure all equipment to be operated below ordinary high water is leak free or operating with biodegradable products. This does not apply to vehicles and equipment that are doing road work and/or passing through a project area (e.g. dozers, graders, etc.).</li> </ul> c. Repeat cleaning as often as necessary during operation to keep all equipment, vehicles, and power tools free of external fluids and grease, and to prevent a leak or spill from entering the water. d. Avoid use of heavy equipment, vehicles, or power tools below OHW for riverine systems or below the HAT for marine systems unless project specialists determine such work is necessary, or if it is a temporary stream crossing or would result in less risk of sedimentation or other ecological damage than work above that elevation. e. Before entering the water, inspect and watercraft, waders, boots, or other gear/equipment to be used in or near water and remove any plants, soil, or other organic material adhering to the surface. f. Ensure that any generator, crane or other stationary heavy equipment that is operated, maintained, or stored within 150 feet of any water body is also protected as necessary to prevent any leak or spill from entering the water.								
		<b>Site Restoration</b>								
		a. Restore any significant disturbance of riparian vegetation, soils, stream banks or stream channel. b. Remove all project related waste, <i>e.g.</i> , pick up trash, sweep roadways in the project area to avoid runoff-containing sediment, <i>etc.</i> c. Obliterate all temporary access roads, crossings, and staging areas. d. Loosen compacted areas of soils when necessary for revegetation or infiltration. In many cases tillage will be necessary to decompact soils and restore infiltration ability and soil productivity.								
		<b>Revegetation</b>								
		For long-term revegetation use only species native to the project area or region that will achieve shade and erosion control objectives, including forb, grass, shrub, or tree species that are appropriate for the site.								
Corps NWP Authorization NWS-2018-0448	TBD	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.								

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Corps NWP Authorization NWS-2018-0448	TBD	Activities in spawning areas during spawning season 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 no authorized.							
		Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.							
		No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Materials used for construction or discharged must be free from toxic pollutants in toxic amounts.							
		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.							
		If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage 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.							
		Appropriate soil erosion and sediment controls must be used and maintained in effective operation condition during construction, and all exposed soils and other fills, as well as any work below ordinary high water mark, 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.							
		The activity must comply with applicable FEMA-approved state or local floodplain management requirements.							
		To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of activities to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location to open waters if it benefits the aquatic environments (e.g., stream restoration or relocation activities).							
		Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.							
		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.							
		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.							
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 habitats or such species. No activity is authorized under any NWP which "may effect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.									

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<b>Corps NWP Authorization</b> NWS-2018-0448	TBD	The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide Permit Verification Letter, Conditions, and permit drawings on the worksite for the life of the contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies of the items above listed to all sub-contractors involved with the authorized work prior to their commencement of any work.								
		The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.								
		Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP and CWA Section 401, individual 401 Water Quality Certification must be obtained or waved. The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does no result in more than minimal degradation of water quality.								
		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.								
		No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.								
<b>DAHP Section 106 Concurrence</b>	3/8/18	All work will occur within the designated Area of Potential Effect (APE). See attached map.								
		If at any time archaeological or human deposits or human remains are discovered work will stop immediately and the County's Inadvertent Discovery Plan (IDP) or Unanticipated Discovery Plan will be followed. See attached IDPs.								
<b>WDFW HPA</b> TBD	TBD	Work below the ordinary high water line (OHWL) must only occur between July 15th and September 15th.								
		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 proposal.								
		You, your agent, or contractor <i>must contact the Washington Department of Fish and Wildlife by e-mail</i> at HPApplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 <i>at least three business days before starting work</i> . The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.								

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WDFW HPA TBD	TBD	If a fish kill occurs or a 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.							
		Establishing 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 concrete, sediments, sediment-laden water, chemicals, or any toxic or harmful materials from entering waters of the state.							
		Use existing roadways and travel paths							
		Limit the removal of native bankline vegetation to the minimum amount needed to construct the project							
		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.							
		Confine the use of equipment to the specific access and work corridor shown in the approved plans							
		Limit the use of equipment waterward of the ordinary high water line to that necessary to gain position for the work							
		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							
		If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.							
		Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.							
		Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated near water.							
		Work in the dry watercourses (when no natural flow is occurring in the channel, or when flow is diverted around the job site).							
		Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete							
		All erosion control materials that will remain onsite must be composed of 100% biodegradable materials							
		Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.							
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.									
Prevent project contaminates, 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 the waters of the state.									

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WDFW HPA TBD	TBD	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.							
		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.							
		Use a cofferdam, dike, or similar structure to exclude water from the work area.							
		Maintain water quality when installing and removing the cofferdam, dike or similar structure.							
		Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.							
		Route the 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.							
		Sequence the work to minimize the duration of dewatering.							
		Establish the waterward distance of the structure from a permanent benchmark(s) (fixed objects) shown on the approved plans. Locate and mark the benchmark(s) in the field prior to the start of work. Protect the benchmark to serve as a post-project reference for ten years.							
		Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.							
		Install the toe to protect the integrity of bank protection material.							
		Bury the base of structure deep enough to prevent undermining							
		Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).							
		Use clean angular rock to construct the bank protection. The rock must be large enough and installed to withstand the 100-year peak flow.							
		Do not release overburden material into the waters of the state when resloping the bank.							
		Avoid damaging existing vegetation when placing bank protection material.							
		Complete all bank protection work prior to releasing the water flow to the project area.							
		Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent of the project							
		Restore bed and bank elevations and contours to preproject condition							
		To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.							
		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.							
Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.									
Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.									
Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife.									

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<b>Floodplain Permit</b> <b>TBD</b>	<b>TBD</b>	All work shall conform to the requirements of the Lewis County Code and any other applicable laws and ordinances.							
<b>Fill and Grade Permit</b> <b>TBD</b>	<b>TBD</b>	All work shall conform to the requirements of the Lewis County code and any other applicable laws and ordinances.							
		Fill material is required to be clean earth material (rock, natural soil or a combination of both)							
		Final elevation certificate is required prior to final approval of this project.							





## **PLAN FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES DURING CONSTRUCTION**

Should construction activities cause disturbance to underground cultural/archaeological resources the following section establishes provisions for the professional archaeological treatment of cultural materials discovered during usual construction activities.

### **1. Recognize Cultural Resources**

A cultural resource discovery could be prehistoric or historic and consist of:

- areas of charcoal or charcoal - stained soil with artifacts,
- stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- bones, burned rocks, accumulation of shells or other food related materials in association with stone tools or flakes,
- a cluster of tin cans or bottles, logging or agricultural equipment older than 50 years,
- or buried railroad tracks, decking, or other industrial materials.

**If human remains are encountered**, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. **Do not call 911** or speak with the media. Follow the special procedures for the Unanticipated Discovery of Human Skeletal Material.

### **2. Protect the Site**

If any Lewis County employee, contractor, or subcontractor believes that he or she has uncovered any cultural resource at any point in the project, all work adjacent to the discovery shall cease. In order to protect the integrity of a discovery the Lewis County Project Engineer will take appropriate steps to protect the discovery site by ceasing all work in an area of **30 feet** to provide for the protection and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document. All communications between Lewis County and any agency on cultural resource issues will go through the Environmental Planner.

### **3. Notify Appropriate Parties**

Lewis County Project Engineer, or their appointee, will immediately contact the Environmental Planner. The Environmental Planner will determine on site, with the help of WSDOT or an appropriate federal archaeologist, whether actual historic resources or human remains have been encountered. If such a determination is made or if the finding is unclear the Environmental Planner will immediately contact the transportation archaeologist at the Department of Archaeology and Historic Preservation (DAHP) to report any unanticipated discovery of cultural resources and/or coordinate an appropriate response. All material will be treated as potentially eligible for listing in the National Register of Historic Places, until evaluated. Notifications will

begin with the Lewis County Project Engineer who will contact the Environmental Planner who will contact, WSDOT or any necessary federal archaeologist along with the DAHP and any affected tribal governments, as appropriate. Lewis County will work with DAHP to determine which tribe(s) should be consulted on any find. Construction will be halted within the immediate area of the discovery and the scene will be protected until consultation to determine the appropriate course of action has been conducted.

Where cultural resources are encountered during construction, but additional project effects to the resources are not anticipated, project construction may continue while documentation and assessment of the cultural resources proceed. Continued construction will be conducted to the extent that no additional impacts to resources should take place. The total area of work stoppage will be adequate to provide for the security, protection, and integrity of the discovery in accordance with Washington State Law. Construction may continue at the discovery location only after the process outlined in this plan is followed and DAHP is satisfied that Washington State Law is satisfied.

**Contacts:**

Lewis County

Malcolm Bowie, Project Engineer.....(541) 401-0546  
Ann Weckback, Environmental Planner.....(360) 520-0692

Federal Emergency Management Agency

Jessica Stewart, Environmental/Historic Preservation Specialist.....(425) 420-8040  
William Kreschke, Environmental Specialist.....(425) 877-7865

Department of Emergency Management

Gary Urbas, Public Assistance Program Manager.....(253) 512-7402

Department of Archaeology and Historic Preservation

Matthew Sterner, Transportation Archaeologist.....(360) 280-7563  
Dr. Guy Tasa, State Physical Anthropologist.....(360) 586-3534

Confederated Tribes of the Chehalis Reservation

Richard Bellon, Cultural Resources Director.....(360) 273-5911..ext 1304

Cowlitz Indian Tribe

Nathan Reynold, Interim Cultural Resources Director.....(360) 575-6226  
James Gordon, Cultural Resources.....(360) 577-5680

Nisqually Indian Tribe of the Nisqually Reservation

Annette Bullchild, Tribal Historic Preservation Officer.....(360) 456-5221..ext 1106

Confederated Tribes and Bands of the Yakama Nation

Kate Valdez, Tribal Historic Preservation Officer.....(509) 865-5121..ext 6230  
Johnson Melinick, Cultural Resources.....(509) 865-5121.. ext 4737

#### **4. Documentation of Discoveries**

Routine documentation of newly discovered cultural material should not impact construction schedules. Where complex or extensive cultural remains are encountered, the project manager, Environmental Planner and qualified archaeological personnel will determine the appropriate level of documentation and treatment of the resource after consultation with DAHP and representatives of affected tribal governments.

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for any subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons, and artifacts detected in buried sediments may require further evaluation using hand-dug test units to clarify aspects of integrity, stratigraphic context, or feature function. Units may be dug in controlled fashion to expose features, collect radiocarbon or animal/plant macrofossil samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to cross-section a feature to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's potential to address significant research domains. Excavations will be conducted using professionally accepted techniques for controlling provenience of recovered materials.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh. Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded on a standard form. Test excavation units will be recorded on unit level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. Radiocarbon and macrofossil samples will be taken from intact subsurface features exposed by shovel/auger probes or test units. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the DAHP and the affected tribe(s).

Within 90 days of concluding fieldwork, a management summary describing any and all monitoring and resultant archaeological excavations will be prepared by Lewis County or its consultants. Copies will then be submitted for review and delivery to DAHP and the affected tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones) all defined procedures outlined below will be followed.

### **SPECIAL PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF HUMAN SKELETAL MATERIAL**

Any human skeletal remains regardless of ethnic origin, which may be discovered during this project, will at all times be treated with dignity and respect. In the event that any human remains are discovered and they are determined to be of Native American origin, the affected Native American Tribe(s) will be immediately notified by Lewis County.

1. During this construction project, if any Lewis County employee or any of the contractors or subcontractors believes that he or she has made an unanticipated discovery of human skeletal remains, all excavation adjacent to the discovery shall cease. A **100-foot** work stoppage area will be maintained around the discovery to provide for the total security, protection, and integrity of the human skeletal remains, in accordance with Washington State Law. No persons other than the proper law enforcement personnel, Environmental Planner, and DAHP staff will be authorized direct access to the discovery location after the area is secured. If the remains are determined to be of Native American ancestry thorough consultation with DAHP, then tribal access will be allowed when the affected tribe(s) representative(s) are designated. Coordination for tribal member access must go through the designated tribal representative. The strict control of a burial location is mandated to insure the safety and integrity of the burial feature and remains.

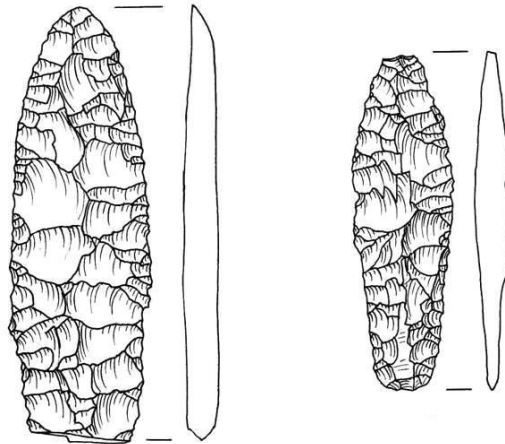
2. Following the specific guidance set forth here, the Environmental Planner will immediately call the local law enforcement official (county sheriff (360-740-1441); NOT 911) and will insure an individual competent and qualified to identify human skeletal remains is present. The ethnic origin, or ancestry, of the discovered human remains will be determined through consultation with the Environmental Planner, DAHP, and the affected tribe(s). The local law enforcement official may arrange for a representative of the Lewis County Medical Examiner's office to examine the discovery and determine whether it should be treated as a crime scene, a historic Euro-American burial, or as a burial of Native American ancestry.

C. If the human skeletal remains are determined to be Native American, the participating parties will consult to determine what treatment is appropriate for the human remains. No Native American human remains will be removed from a site without the explicit consent and concurrence of the affected tribe(s) and DAHP.

D. If disinterment of Native American human remains becomes necessary; the consulting parties will jointly determine the final custodian of the human skeletal remains for reinterment.

**Inadvertent Discovery Plan  
for  
Archaeological Resources  
and  
Human Remains**

**Gifford Pinchot National Forest**



**Heritage Program  
Gifford Pinchot National Forest**

U.S. Forest Service  
Pacific Northwest Region



**Updated March 2018**

## **Overview- Inadvertent Discoveries During Project Implementation and Operations**

It is the policy of the Forest Service to ensure that land use decisions and management practices do not have an inadvertent adverse effect on cultural resources (FSM 2364.03). When agency or agency-authorized undertakings have the potential to affect cultural resources, Section 106 of the National Historic Preservation Act (NHPA) requires the inventory (survey) of the project area to identify and protect significant resources. No matter how thorough the inventory, there is always the possibility that archaeological resources or human remains will be inadvertently discovered during the course of project implementation. Heritage Program planning direction includes development of protocols for responses to the unanticipated discovery of archaeological resources or human remains (FSM 2362.3).

The Gifford Pinchot National Forest's inadvertent discovery plan includes the following basic and general procedures:

1. Clauses will be included in Forest Service contracts, Agreements, and Special Use Permits specifying that if previously unidentified archaeological materials, sites or human remains are discovered during project implementation, project work in the vicinity of the discovery will be halted and the Heritage Specialist will be notified.
2. Reasonable measures will be implemented to protect the discovery site, including appropriate stabilization, covering, installation of barriers, or designated protective buffers.
3. Confidentiality of the discovery site will be ensured, and access restricted, if necessary.
4. If the inadvertent discovery involves archaeological resources, protocol for the discovery of archaeological resources (see below) will be followed.
5. If human remains or funerary materials are discovered, NAGPRA protocol (see below) will be followed.
6. The Heritage Specialist shall make a preliminary assessment of whether the cultural material or site is potentially significant and recommend additional steps for emergency treatment and stabilization, as needed.
7. Final mitigation procedures will be developed on a case-by-case basis, in consultation with the Washington SHPO and appropriate tribal cultural resources staff.

These procedures apply in the case of all ground-disturbing projects, including contracted or permitted activities, force-account work, and the activities of individual volunteers or volunteer organizations operating under agreements with the agency.

## **Discovery of Archaeological Resources**

In the event of an inadvertent discovery of archaeological resources, the process set forth in 36 CFR 800.11 for recording standards and 800.13 for post-implementation discoveries will be followed (see Appendix A for 36 CFR 800.11 and .13). Specific procedures shall include the following:

### **A. Initial Discovery**

1. Cease project activity and secure the area. The “area” is defined as any ground surrounding the discovery location needed to ensure protection of the site and any exposed and vulnerable archaeological resources. At a minimum, securing of the area will include reasonable measures to protect the discovery location, including stabilization or covering of exposed material, restricting access, and, if the circumstances of the discovery make it reasonable to do so, posting a monitor at the site until the proper authorities are notified.
2. If there is no activity underway, secure the area as stated above.
3. Forest Service personnel receiving the discovery information will promptly contact a Heritage Specialist (Forest, Zone, or District Archaeologist), and take reasonable steps to ensure the confidentiality of the discovery location.

### **B. Site Inspection and Documentation**

1. The Heritage Specialist will make every effort to inspect the site on the same day the discovery is reported, and perform the following:
2. Document the area of the discovery. At a minimum, the documentation will include a map showing the location of the discovery, photographs, or sketches, and an inventory and description of the items observed. Pertinent physical and environmental data regarding characteristics of the discovery location will also be recorded (topography, soils, features). As necessary, surface artifacts at risk of theft or loss may be documented and removed for further analysis and curation.
3. Assess needs for additional field investigation, such as subsurface sampling for boundary determination, or sampling and recovery of displaced sediments.
4. Assess potential for further potential project effects; coordinate with project personnel regarding protection, avoidance, or monitoring requirements.
5. Provide any additional temporary stabilization necessary, and secure the site to ensure no further disturbance.

### C. Assessment, Notification, and Further Action

1. Notify SHPO (State Archaeologist) and appropriate Tribes (Cultural Resources Program Managers), and Advisory Council on Historic Places (ACHP) by telephone or email within 48 hours of the discovery (35 CFR 800.13 (b)(3)). Allow 48 hours for response.
2. Based on the information collected during the site/discovery inspection, the Heritage Specialist will assess the significance of the archaeological resources with respect to the eligibility criteria of National Register of Historic Places (NRHP). If further field data are needed to make the Determination of Eligibility, a plan will be developed for additional field investigations.
3. Taking into account the recommendations of SHPO and Tribes, develop a plan of action to resolve adverse effects. If the site is significant (eligible to National Register of Historic Places) the preferred treatment is avoidance and protection in place. Treatment options are dependent upon the nature of the site and the type of disturbance and will be designed to minimize further damage, disturbance, and loss of archaeological values.
4. Archaeological data recovery may be an option if other treatments would not be effective or possible. A data recovery plan would be developed in consultation with appropriate tribes and the Washington SHPO following procedures under 36 CFR 800.6.
5. The nature of the archaeological resources and the extent of disturbance may require a formal damage assessment.
6. Implement treatments, mitigation measures, and appropriate actions.



Backhoe trenching in 1990 resulted in the inadvertent discovery of the Beech Creek archaeological site (45LE415) a pre-contact residential location with occupations dating to more than 9,000 years ago.



## **NAGPRA Protocol: Discovery of Human Remains**

Past human use of the lands now administered as the Gifford Pinchot National Forest included Native American interment of the deceased. Known burial sites are typically associated with the use of cairns and are of historic (19<sup>th</sup> century) age. Associated funerary objects are generally limited to glass trade beads. Other forms of interment, representing different funerary practices and traditions, may also exist. For all activities undertaken within the Gifford Pinchot National Forest, the general policy has been strict avoidance of potential burial sites and grave locations. In circumstances where possible or confirmed grave sites have been identified, consultation with appropriate tribal authorities has been prompt, and avoidance measures have been effective.

The purpose of this protocol is to establish Forest-wide procedures in the event of the inadvertent discovery of human remains and/or artifacts on public lands administered by the Gifford Pinchot National Forest that could potentially be Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony. These procedures have been developed in consultation with local Tribes to assist in the discovery and identification process, and to afford protection measures in compliance with NAGPRA (Public Law 101-601; U.S.C. 3001-3013; 104 Stat. 3048-3059, Section 3) and implementing regulations (43 CFR Part 10, Section 10.4).

In situations where unanticipated discovery of human remains occurs, procedures that follow will be conducted with dignity, respect, and sensitivity to the traditions and beliefs of descendant groups. The determination of which group(s) to contact will be based on the location of the site, with respect to ceded lands and/or proximity to usual and accustomed (traditional) use areas.

### **A. Initial Discovery**

1. Cease project activity and secure the area. The “area” is defined as any ground surrounding the discovery location needed to ensure protection of the find that may contain additional materials. At a minimum, securing of the area will include reasonable measures to protect the discovery location, including stabilization or covering of exposed material, restricting access, and, if the circumstances of the discovery make it reasonable to do so, posting a monitor at the site until the proper authorities are notified.
2. If there is no activity underway, secure the area as stated above.
3. Forest Service personnel receiving the discovery information will directly contact the Heritage Specialist and local Forest Law Enforcement Officer (LEO). Reasonable steps will be taken to ensure the confidentiality of the discovery location.

## **B. Site Inspection and Documentation**

1. The Heritage Specialist and/or LEO will make every effort to visit the site on the same day as the discovery.
2. The Heritage Specialist will document the area of the discovery. At a minimum, the documentation will include a map showing the location of the discovery, photographs, or sketches, and an inventory and description of the items observed. Pertinent physical and environmental data regarding characteristics of the discovery location will also be recorded (topography, soils, features). Nothing will be removed from the site.

## **C. Identification and Notification: Cultural Items**

1. Upon encountering cultural items, either by receiving them from the public or through inadvertent discovery, Forest Service personnel will promptly contact the Heritage Specialist.
2. Cultural items as defined under NAGPRA are funerary objects, sacred objects, and objects of cultural patrimony. Examples of such items may include, but are not limited to, glass or shell beads, copper ornaments, or carved stone items.
3. The Heritage Specialist will notify the Tribal Historic Preservation Officer and/or Tribal Cultural Resources Protection Specialist by telephone, email, or text message within 24 hours of the potential discovery, and will request a meeting with the Tribe to review recovered material and records, and, if necessary schedule a field inspection of the discovery site.
4. The Heritage Specialist will review site records and related files to determine if the location has been previously documented as an archaeological, historic, or traditional cultural resource.
5. If the Tribe identifies the cultural items as funerary objects, sacred objects, or objects of cultural patrimony, compliance with Section 10.4, Section 3(d) of NAGPRA will be implemented immediately.

## **D. Identification and Notification: Human Remains**

1. If skeletal material is brought to Forest personnel either in the field or in the office, and it seems reasonable that the material is human, the person receiving the material will contact the Heritage Specialist or the LEO on duty. The Heritage Specialist or LEO will arrange a site visit with the Sheriff/Coroner.
2. If the location of skeletal remains is identified to Forest Service personnel, the person receiving the information about the location will contact the LEO on duty. The LEO will visit the site on the same day, and identify the type of remains, if possible. If the LEO reasonably believes the remains are human, he/she will immediately secure the area and contact the Sheriff/Coroner and Heritage

Specialist by phone or radio regarding the potential for Native American human remains.

3. If the skeletal material cannot be reasonably identified as non-human, do not disturb the material, call the Sheriff/Coroner within 24 hours, and secure the area as described above (A)(1).
4. Under no circumstances will any unauthorized Forest Service personnel remove the skeletal material or use potentially destructive means (trowel, shovel, probe) to determine if the remains are human.
5. The Sheriff/Coroner will obtain non-destructive forensic analysis, if necessary, to determine if the remains are human and of Native American origin. The Sheriff/Coroner will report the findings to the Heritage Specialist by phone or email.
6. Heritage Program personnel will report the findings to the Tribal Historic Preservation Officer and/or Tribal Cultural Resources Protection Specialist and appropriate Line and Staff Officers, or actings, by telephone or email within 24 hours of receipt.
7. All health and safety requirements will prevail in situations where contamination from hazardous waste and materials is present on archaeological sites, or where an archaeological deposit is encountered during removal of such materials, and/or in cases where hazardous materials may have contaminated burials and associated items where re-interment is necessary. In these cases the Forest Hazardous Materials coordinator will be contacted.

## **E. Implementation of 43 CFR Part 10 Regulations**

1. Human Remains
  - a. If human remains are identified as Native American in origin, the Forest will initiate compliance with NAGPRA, Section 3(d), and implementing regulations 43 CFR Part 10, S10.4 (Appendix A, attached).
2. Cultural Objects
  - a. If cultural objects are identified by the Tribe as funerary objects, sacred objects, or objects of cultural patrimony, the Forest will initiate compliance with NAGPRA, Section 3(d), and implementing regulations 43 CFR Part 10, S10.4 (Appendix B, attached).

## **Contact Information**

### ***Gifford Pinchot National Forest: Heritage Specialists***

Matthew Mawhirter  
Heritage Program Manager &  
South Zone Archaeologist  
Mt. Adams Ranger Station  
Office: (360) 891-5214  
Cell: (360) 606-6802  
Email: [mjmawhirter@fs.fed.us](mailto:mjmawhirter@fs.fed.us)

Kevin Flores  
District Archaeologist  
Cowlitz Valley Ranger Station  
Office: (360) 497-1167  
Cell: (775) 412-8121  
FAX: (360) 497-1102  
Email: [kjflores@fs.fed.us](mailto:kjflores@fs.fed.us)

### ***Gifford Pinchot National Forest: Line Officers***

Gar Abbas, District Ranger  
Cowlitz Valley Ranger District  
Office: (360) 497-1105  
Cell: (360) 520-5556  
FAX: (360) 487-1102  
Email: [gabbas@fs.fed.us](mailto:gabbas@fs.fed.us)

Emily Platt, District Ranger  
Mt. Adams Ranger District  
Office: (509) 395-3401  
Cell: (360) 216-5183  
FAX: (509) 395-3424  
Email: [emilykplatt@fs.fed.us](mailto:emilykplatt@fs.fed.us)

Tedd Huffman, Monument Manager  
Mount St. Helens National Volcanic Monument  
Office: (360) 449-7810  
Email: [elhuffman@fs.fed.us](mailto:elhuffman@fs.fed.us)

### ***Gifford Pinchot National Forest: Law Enforcement Officers***

Jason Aurit  
Mt. Adams Ranger District  
Office: (509) 395-3354  
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FAX: (509) 395-3424  
Email: [jeaurit@fs.fed.us](mailto:jeaurit@fs.fed.us)

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Cowlitz Valley Ranger District  
Office: (360) 497-1125  
Cell: (360) 601-8298  
FAX: (360) 497-1102  
Email: [arlarson@fs.fed.us](mailto:arlarson@fs.fed.us)

Mark Camisa (Patrol Captain) – Gifford Pinchot National Forest (Vancouver Headquarters)  
Office (360) 891-5132  
Cell: (360) 715-0555  
Email: [mcamisa@fs.fed.us](mailto:mcamisa@fs.fed.us)

### ***Sheriff Departments***

Clark County: (360) 397-2366  
Lewis County: (360) 577-3098  
Skamania County: (509) 472-9490  
Klickitat County: (509) 773-4455

### ***Coroners***

Lewis County Coroner: (360) 577-3079  
Skamania County Coroner: (509) 427-3790

## Appendix A

### 36 CFR 800.11 Documentation standards.

(a) *Adequacy of documentation.* The agency official shall ensure that a determination, finding, or agreement under the procedures in this subpart is supported by sufficient documentation to enable any reviewing parties to understand its basis. The agency official shall provide such documentation to the extent permitted by law and within available funds. When an agency official is conducting phased identification or evaluation under this subpart, the documentation standards regarding description of historic properties may be applied flexibly. If the Council, or the SHPO/THPO when the Council is not involved, determines the applicable documentation standards are not met, the Council or the SHPO/THPO, as appropriate, shall notify the agency official and specify the information needed to meet the standard. At the request of the agency official or any of the consulting parties, the Council shall review any disputes over whether documentation standards are met and provide its views to the agency official and the consulting parties.

(b) *Format.* The agency official may use documentation prepared to comply with other laws to fulfill the requirements of the procedures in this subpart, if that documentation meets the standards of this section.

(c) *Confidentiality.*

(1) *Authority to withhold information.* Section 304 of the act provides that the head of a Federal agency or other public official receiving grant assistance pursuant to the act, after consultation with the Secretary, shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy; risk harm to the historic property; or impede the use of a traditional religious site by practitioners. When the head of a Federal agency or other public official has determined that information should be withheld from the public pursuant to these criteria, the Secretary, in consultation with such Federal agency head or official, shall determine who may have access to the information for the purposes of carrying out the act.

(2) *Consultation with the Council.* When the information in question has been developed in the course of an agency's compliance with this part, the Secretary shall consult with the Council in reaching determinations on the withholding and release of information. The Federal agency shall provide the Council with available information, including views of the SHPO/THPO, Indian tribes and Native Hawaiian organizations, related to the confidentiality concern. The Council shall advise the Secretary and the Federal agency within 30 days of receipt of adequate documentation.

(3) *Other authorities affecting confidentiality.* Other Federal laws and program requirements may limit public access to information concerning an undertaking and its effects on historic properties. Where applicable, those authorities shall govern public access to information developed in the section 106 process and may authorize the agency official to protect the privacy of non-governmental applicants.

(d) *Finding of no historic properties affected.* Documentation shall include:

(1) A description of the undertaking, specifying the Federal involvement, and its area of potential effects, including photographs, maps, drawings, as necessary;

- (2) A description of the steps taken to identify historic properties, including, as appropriate, efforts to seek information pursuant to § 800.4(b); and
- (3) The basis for determining that no historic properties are present or affected.
- (e) *Finding of no adverse effect or adverse effect.* Documentation shall include:
  - (1) A description of the undertaking, specifying the Federal involvement, and its area of potential effects, including photographs, maps, and drawings, as necessary;
  - (2) A description of the steps taken to identify historic properties;
  - (3) A description of the affected historic properties, including information on the characteristics that qualify them for the National Register;
  - (4) A description of the undertaking's effects on historic properties;
  - (5) An explanation of why the criteria of adverse effect were found applicable or inapplicable, including any conditions or future actions to avoid, minimize or mitigate adverse effects; and
  - (6) Copies or summaries of any views provided by consulting parties and the public.
- (f) *Memorandum of Agreement.* When a Memorandum of Agreement (MOA) is filed with the Council, the documentation shall include, any substantive revisions or additions to the documentation provided the Council pursuant to § 800.6(a)(1), an evaluation of any measures considered to avoid or minimize the undertaking's adverse effects and a summary of the views of consulting parties and the public.
- (g) *Requests for comment without a memorandum of agreement.* Documentation shall include:
  - (1) A description and evaluation of any alternatives or mitigation measures that the agency official proposes to resolve the undertaking's adverse effects;
  - (2) A description of any reasonable alternatives or mitigation measures that were considered but not chosen, and the reasons for their rejection;
  - (3) Copies or summaries of any views submitted to the agency official concerning the adverse effects of the undertaking on historic properties and alternatives to reduce or avoid those effects; and
  - (4) Any substantive revisions or additions to the documentation provided the Council pursuant to § 800.6(a)(1).

### **36 CFR 800.13 Post-review discoveries.**

- (a) *Planning for subsequent discoveries.*
  - (1) *Using a programmatic agreement.* An agency official may develop a programmatic agreement pursuant to § 800.14(b) to govern the actions to be taken when historic properties are discovered during the implementation of an undertaking.
  - (2) *Using agreement documents.* When the agency official's identification efforts in accordance with § 800.4 indicate that historic properties are likely to be discovered during implementation of an undertaking and no programmatic agreement has been developed pursuant to paragraph (a)(1) of this section, the agency official shall include in any finding of no adverse effect or memorandum of agreement a process to resolve any adverse effects upon such properties. Actions in conformance with the process satisfy the agency official's responsibilities under section 106 and this part.
- (b) *Discoveries without prior planning.* If historic properties are discovered or unanticipated effects on historic properties found after the agency official has completed

the section 106 process without establishing a process under paragraph (a) of this section, the agency official shall make reasonable efforts to avoid, minimize or mitigate adverse effects to such properties and:

(1) If the agency official has not approved the undertaking or if construction on an approved undertaking has not commenced, consult to resolve adverse effects pursuant to § 800.6; or

(2) If the agency official, the SHPO/THPO and any Indian tribe or Native Hawaiian organization that might attach religious and cultural significance to the affected property agree that such property is of value solely for its scientific, prehistoric, historic or archeological data, the agency official may comply with the Archeological and Historic Preservation Act instead of the procedures in this part and provide the Council, the SHPO/THPO, and the Indian tribe or Native Hawaiian organization with a report on the actions within a reasonable time after they are completed; or

(3) If the agency official has approved the undertaking and construction has commenced, determine actions that the agency official can take to resolve adverse effects, and notify the SHPO/THPO, any Indian tribe or Native Hawaiian organization that might attach religious and cultural significance to the affected property, and the Council within 48 hours of the discovery. The notification shall describe the agency official's assessment of National Register eligibility of the property and proposed actions to resolve the adverse effects. The SHPO/THPO, the Indian tribe or Native Hawaiian organization and the Council shall respond within 48 hours of the notification. The agency official shall take into account their recommendations regarding National Register eligibility and proposed actions, and then carry out appropriate actions. The agency official shall provide the SHPO/THPO, the Indian tribe or Native Hawaiian organization and the Council a report of the actions when they are completed.

(c) *Eligibility of properties.* The agency official, in consultation with the SHPO/THPO, may assume a newly discovered property to be eligible for the National Register for purposes of section 106. The agency official shall specify the National Register criteria used to assume the property's eligibility so that information can be used in the resolution of adverse effects.

(d) *Discoveries on tribal lands.* If historic properties are discovered on tribal lands, or there are unanticipated effects on historic properties found on tribal lands, after the agency official has completed the section 106 process without establishing a process under paragraph (a) of this section and construction has commenced, the agency official shall comply with applicable tribal regulations and procedures and obtain the concurrence of the Indian tribe on the proposed action.

### **National Historic Preservation Act**

<http://www.achp.gov/NHPA.pdf>

## Appendix B

### 43 CFR 10.4 NAGPRA Inadvertent Discoveries.

(a) *General.* This section carries out section 3 (d) of the Act regarding the custody of human remains, funerary objects, sacred objects, or objects of cultural patrimony that are discovered inadvertently on Federal or tribal lands after November 16, 1990.

(b) *Discovery.* Any person who knows or has reason to know that he or she has discovered inadvertently human remains, funerary objects, sacred objects, or objects of cultural patrimony on Federal or tribal lands after November 16, 1990, must provide immediate telephone notification of the inadvertent discovery, with written confirmation, to the responsible Federal agency official with respect to Federal lands, and, with respect to tribal lands, to the responsible Indian tribe official. The requirements of these regulations regarding inadvertent discoveries apply whether or not an inadvertent discovery is duly reported. If written confirmation is provided by certified mail, the return receipt constitutes evidence of the receipt of the written notification by the Federal agency official or Indian tribe official.

(c) *Ceasing activity.* If the inadvertent discovery occurred in connection with an on-going activity on Federal or tribal lands, the person, in addition to providing the notice described above, must stop the activity in the area of the inadvertent discovery and make a reasonable effort to protect the human remains, funerary objects, sacred objects, or objects of cultural patrimony discovered inadvertently.

(d) *Federal lands.* (1) As soon as possible, but no later than three (3) working days after receipt of the written confirmation of notification with respect to Federal lands described in §10.4 (b), the responsible Federal agency official must:

(i) Certify receipt of the notification;

(ii) Take immediate steps, if necessary, to further secure and protect inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony, including, as appropriate, stabilization or covering;

(iii) Notify by telephone, with written confirmation, the Indian tribes or Native Hawaiian organizations likely to be culturally affiliated with the inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony, the Indian tribe or Native Hawaiian organization which aboriginally occupied the area, and any other Indian tribe or Native Hawaiian organization that is reasonably known to have a cultural relationship to the human remains, funerary objects, sacred objects, or objects of cultural patrimony. This notification must include pertinent information as to kinds of human remains, funerary objects, sacred objects, or objects of cultural patrimony discovered inadvertently, their condition, and the circumstances of their inadvertent discovery;



(iv) Initiate consultation on the inadvertent discovery pursuant to §10.5;

(v) If the human remains, funerary objects, sacred objects, or objects of cultural patrimony must be excavated or removed, follow the requirements and procedures in §10.3 (b) of these regulations; and

(vi) Ensure that disposition of all inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony is carried out following §10.6.

(2) *Resumption of activity.* The activity that resulted in the inadvertent discovery may resume thirty (30) days after certification by the notified Federal agency of receipt of the written confirmation of notification of inadvertent discovery if the resumption of the activity is otherwise lawful. The activity may also resume, if otherwise lawful, at any time that a written, binding agreement is executed between the Federal agency and the affiliated Indian tribes or Native Hawaiian organizations that adopt a recovery plan for the excavation or removal of the human remains, funerary objects, sacred objects, or objects of cultural patrimony following §10.3 (b)(1) of these regulations. The disposition of all human remains, funerary objects, sacred objects, or objects of cultural patrimony must be carried out following §10.6.

(e) *Tribal lands.* (1) As soon as possible, but no later than three (3) working days after receipt of the written confirmation of notification with respect to Tribal lands described in §10.4 (b), the responsible Indian tribe official may:

(i) Certify receipt of the notification;

(ii) Take immediate steps, if necessary, to further secure and protect inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony, including, as appropriate, stabilization or covering;

(iii) If the human remains, funerary objects, sacred objects, or objects of cultural patrimony must be excavated or removed, follow the requirements and procedures in §10.3 (b) of these regulations; and

(iv) Ensure that disposition of all inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony is carried out following §10.6.

(2) *Resumption of Activity.* The activity that resulted in the inadvertent discovery may resume if otherwise lawful after thirty (30) days of the certification of the receipt of notification by the Indian tribe or Native Hawaiian organization.

(f) *Federal agency officials.* Federal agency officials should coordinate their responsibilities under this section with their emergency discovery responsibilities under section 106 of the National Historical Preservation Act (16 U.S.C. 470 (f) *et seq.*), 36 CFR 800.11 or section 3 (a) of the Archeological and Historic Preservation Act (16 U.S.C. 469 (a-c)). Compliance with these regulations does not relieve Federal agency

officials of the requirement to comply with section 106 of the National Historical Preservation Act (16 U.S.C. 470 (f) *et seq.*), 36 CFR 800.11 or section 3 (a) of the Archeological and Historic Preservation Act (16 U.S.C. 469 (a-c)).

(g) *Notification requirement in authorizations.* All Federal authorizations to carry out land use activities on Federal lands or tribal lands, including all leases and permits, must include a requirement for the holder of the authorization to notify the appropriate Federal or tribal official immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony pursuant to §10.4 (b) of these regulations.

[60 FR 62158, Dec. 4, 1995, as amended at 62 FR 41293, Aug. 1, 1997]

### **Native American Graves Protection and Repatriation Act**

<http://www.nps.gov/nagpra/MANDATES/INDEX.HTM>

## FISH SALVAGE REPORT (IF APPLICABLE)

**If applicable:** The grantee shall submit a completed Fish Salvage Report and Fish Salvage Data Table (see below) to the FEMA within 90 days of completing a capture and release as part of an action completed under this opinion. The FEMA will submit the report to NMFS at *femaprogrammatic.wcr@noaa.gov*.

**FEMA Action ID #:** \_\_\_\_\_

**Date(s) of Fish Salvage Operation(s):** \_\_\_\_\_

**Supervisory Fish Biologist:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fish Salvage Data**

Water Temperature:

Air Temperature:

Time of Day:

ESA-Listed Salmonid Species per Recovery Domain <sup>44</sup>	Number Handled		Number Injured		Number Killed	
	Juvenile	Adult	Juvenile	Adult	Juvenile	Adult
Willamette/Lower Columbia River Domain						
Interior Columbia River Domain						
Oregon Coast Domain						
Southern Oregon/Northern California Coast Domain						
Puget Sound Domain						
Total						

**Describe methods that were used to isolate the work area and remove fish:**

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<sup>44</sup> Fish should be identified to the degree possible. When species is in doubt, use best professional judgement when filling out table.



**National Marine Fisheries Service (NMFS)  
Pump Intake Screen Criteria For Water Drafting**

**Screen Approach Velocity (How to calculate):** The *approach velocity* must not exceed 0.40 feet per second (ft/s) for *active screens*, or 0.20 ft/s for *passive screens*. Using these approach velocities would minimize screen contact and/or impingement of juvenile fish. For pump intake screen designs for water drafting, *approach velocity* is calculated by dividing the maximum screened flow amount (cubic feet per second (cfs)) by the entire *effective screen area*. *Approach velocity* should be measured as close as physically possible to the boundary layer turbulence generated by the screen face.

**Effective Screen Area:** The minimum *effective screen area* must be calculated by dividing the maximum screened flow by the allowable *approach velocity* (0.40 ft/s for *active screens*, or 0.20 ft/s for *passive screens*).

**Specific Criteria and Guidelines for Pump Intake Screen Mesh Material**

**Circular Screens:** Circular screen face openings must not exceed 3/32 inch in diameter. Perforated plate must be smooth to the touch with openings punched through in the direction of approaching flow.

**Slotted Screens:** Slotted screen face openings must not exceed 1.75 mm (approximately 1/16 inch) in the narrow direction.

**Square Screens:** Square screen face openings must not exceed 3/32 inch on a diagonal.

**Material:** The *screen material* must be corrosion resistant and sufficiently durable to maintain a smooth uniform surface with long term use.

**Other Components:** Other components of the screen facility (such as seals) must not include gaps greater than the maximum screen opening defined above.

**Open Area:** The percent open area for any *screen material* must be at least 27%.

**Information provided by the following documents:**

NMFS (National Marine Fisheries Service). 2008. Anadromous Salmonid Passage Facility Design. Northwest Region. February 8, 2008

NMFS 1996. NMFS Juvenile Fish Screen Criteria for Pump Intakes Addendum. Environmental and Technical Services Division. Portland, Oregon. May 9, 1996.



## **APPENDIX F**

### **CONTRACT PLANS**





# COAL CREEK DRIVE LONG TERM BANK PROTECTION

SHEET INDEX

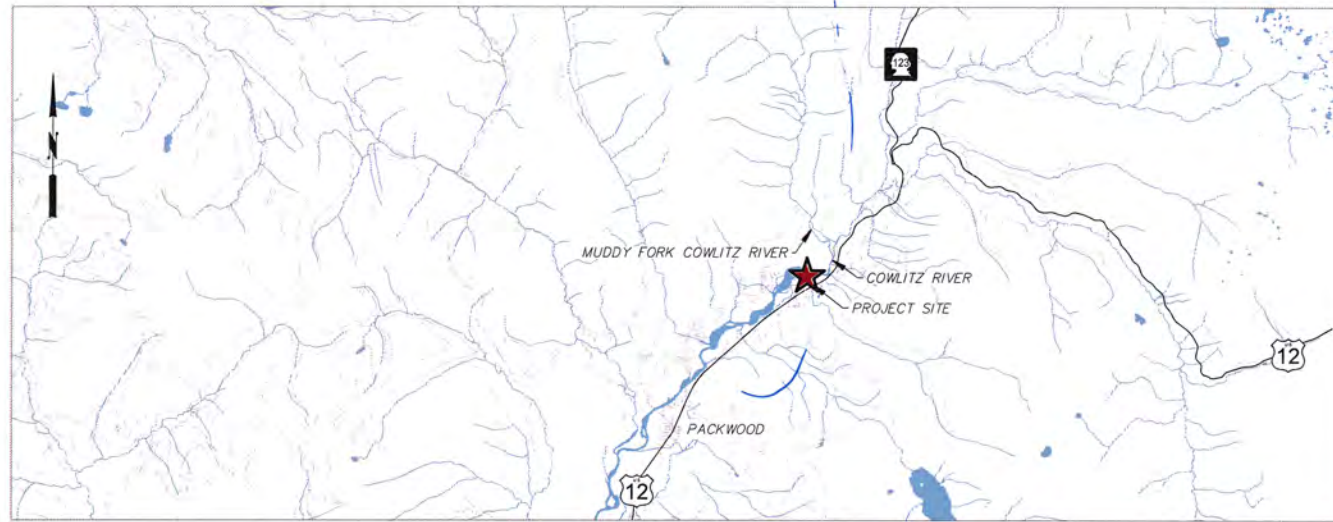
- 1 COVER SHEET
- 2 EXISTING CONDITIONS
- 3 SITE PREPARATION AND ACCESS PLAN
- 4 BANK PROTECTION INDEX SHEET
- 5 PLAN VIEW WITH CROSS SECTIONS STA. 0+00 - STA. 2+50
- 6 PLAN VIEW WITH CROSS SECTIONS STA. 2+50 - STA. 4+75
- 7 PLAN VIEW WITH CROSS SECTIONS STA. 4+75 - STA. 6+90
- 8 DETAILS
- 9 LOG STRUCTURE CONSTRUCTION SEQUENCING
- 10 ROADWAY DESIGN PLAN & PROFILE
- 11 ROADWAY TYPICAL SECTIONS
- 12 PLANTING PLAN

Lewis County Department of Public Works

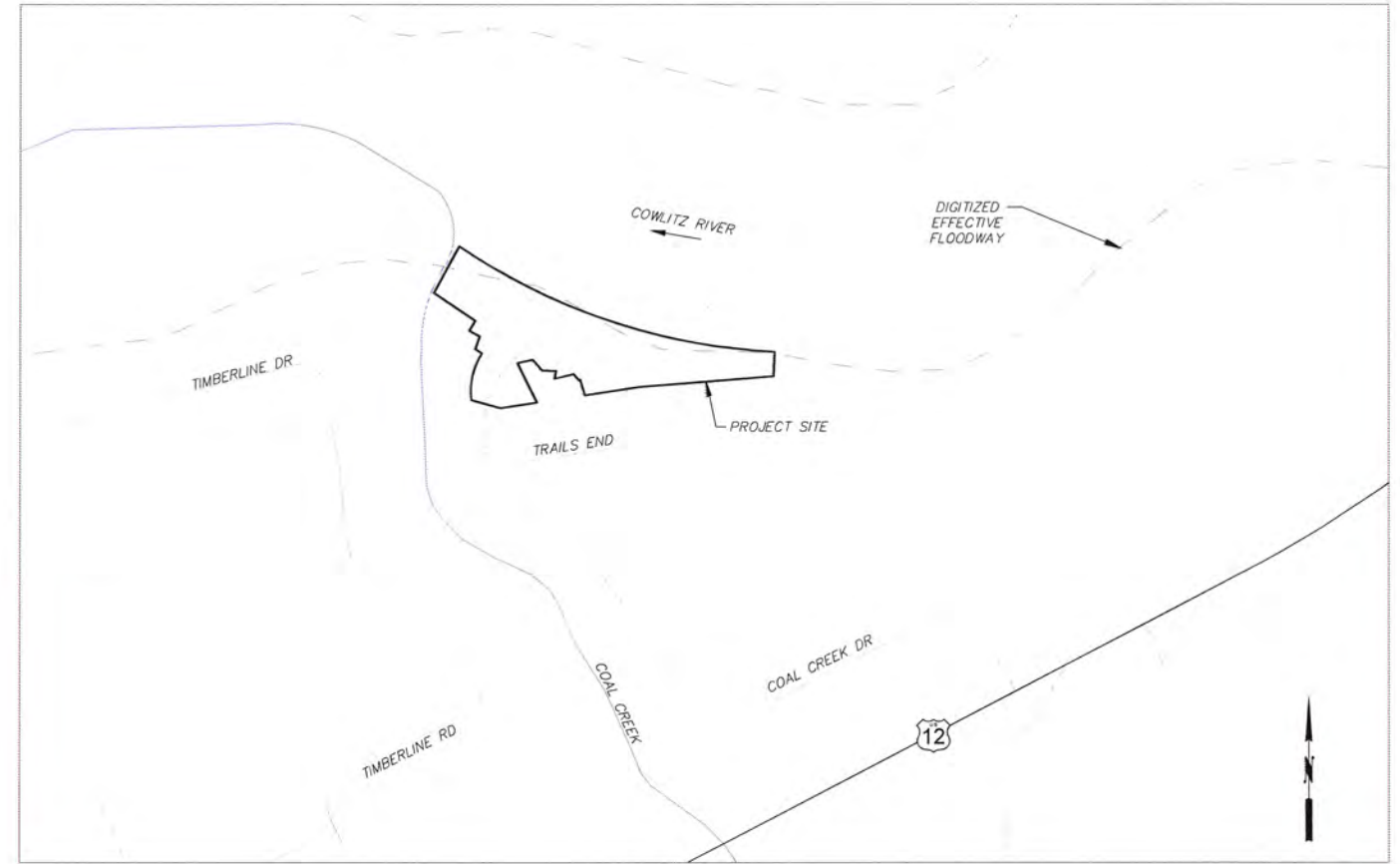
APPROVED FOR CONSTRUCTION:

*Don Fife*  
Assistant County Engineer

5-21-18  
(date)



VICINITY MAP  
1 INCH = 10,000 FEET



VICINITY MAP  
1 INCH = 200 FEET

LEGEND

AREA OF POTENTIAL EFFECT (A.P.E.)		CONTROL POINT	
EXISTING OVERHEAD UTILITIES		TREE STUMP	
EXISTING PARCEL		TREE	
EXISTING DRIVEWAY		SEWER MANHOLE	
EXISTING CONTOURS (MAJOR)		WATER METER	
EXISTING CONTOURS (MINOR)		ACCESS ROUTE	
EXISTING FENCE		STAGING AREA	
EXISTING ORDINARY HIGH WATER		STABILIZED CONSTRUCTION ENTRANCE	
EXISTING BUILDINGS		PLANNED ROADWAY IMPROVEMENTS	
HORIZONTAL BANK CONTROL		WATER ISOLATION	
DIGITIZED EFFECTIVE FEMA FLOODWAY			
EXISTING ROAD CENTERLINE			
100-YEAR FLOODPLAIN			
2018 EDGE OF WATER (EOW)			
EXISTING ROAD			
STRAW WATTLES			
TOP OF BANK (EXISTING)			
TOP OF BANK (PROPOSED)			
RIGHT OF WAY			

ABBREVIATIONS	
FT	FEET
EA	EACH
LF	LINEAR FEET
LWD	LARGE WOODY DEBRIS
CY	CUBIC YARD
WSEL	WATER SURFACE ELEVATION
ROW	RIGHT OF WAY
OHW	ORDINARY HIGH WATER
OHU	OVERHEAD UTILITY
EL	ELEVATION
A.P.E.	AREA OF POTENTIAL EFFECT
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
NTS	NOT TO SCALE
CL	CENTERLINE
STA	STATION
TYP	TYPICAL

*Erik R. Rowland*

ERIK R. ROWLAND  
WASHINGTON REGISTERED  
PROFESSIONAL ENGINEER NO. 41862  
northwest hydraulic consultants



NAVD 88 VERTICAL  
NAD 83/91 HORIZONTAL

**Lewis County**  
Department of Public Works  
2025 N. E. KRESKY AVE.  
CHEHALIS WA 98532  
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FAX # (360) 740-2719

DESIGNED BY: JML  
DRAWN BY: MAO  
CHECKED BY: ERR  
DATE: 21 May 2018

NO.	DATE	REVISION	BY	APP.

Coal Creek Drive  
Long Term Bank Protection

COUNTY MAINTENANCE PROJECT NO:  
SM15F739300030  
  
COVER SHEET

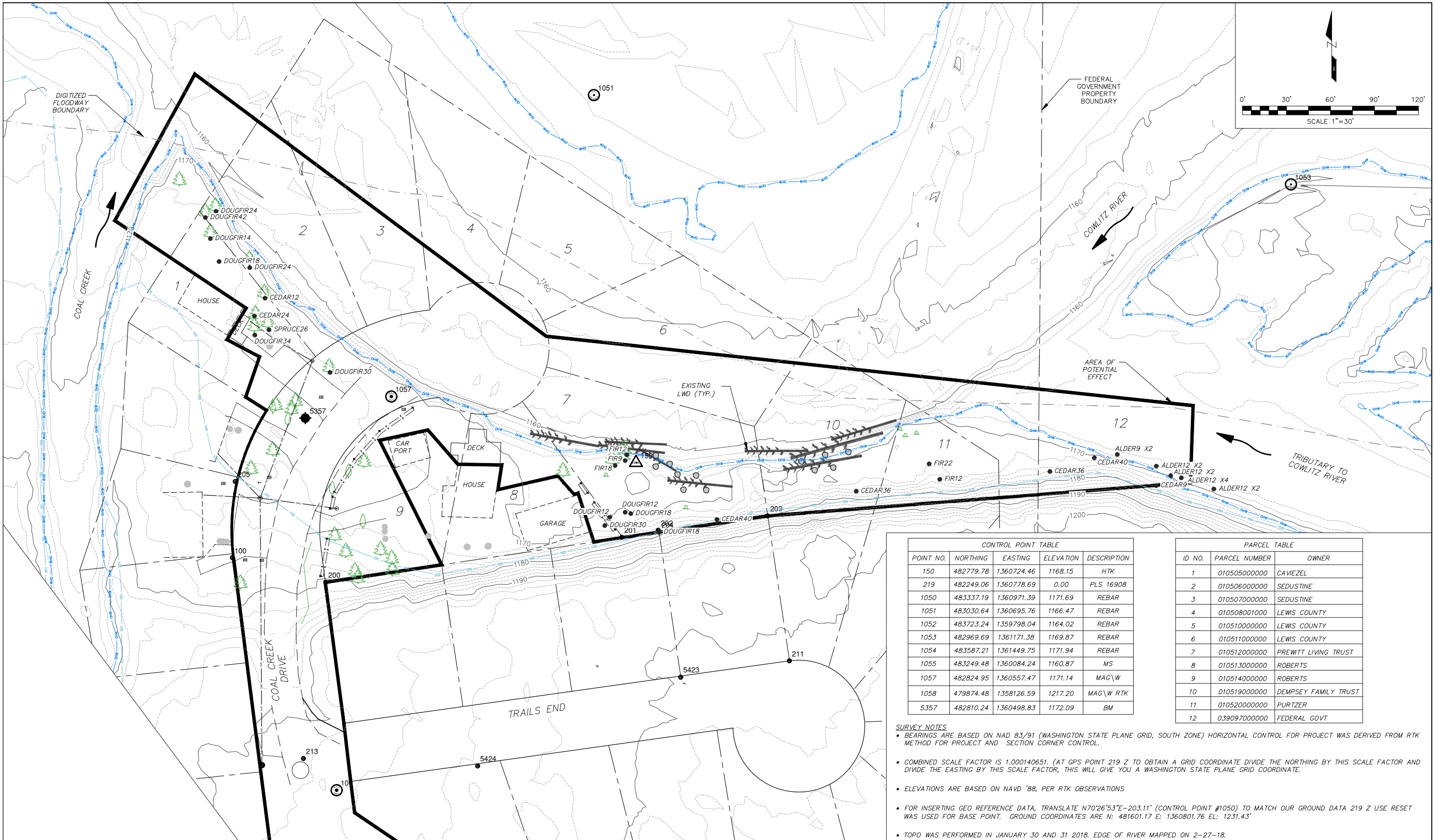
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1 OF 12

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5-21-18





**CONTROL POINT TABLE**

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
150	482779.78	1360724.46	1168.15	HTK
219	482249.06	1360778.69	0.00	PLS 16908
1050	483337.19	1360971.39	1171.69	REBAR
1051	483030.64	1360695.76	1166.47	REBAR
1052	483723.24	1359798.04	1164.02	REBAR
1053	482969.69	1361171.38	1169.87	REBAR
1054	483587.21	1361449.75	1171.94	REBAR
1055	483249.48	1360084.24	1160.87	MS
1057	482824.95	1360557.47	1171.14	MAG\W
1058	479874.48	1358126.59	1217.20	MAG\W RTK
5357	482810.24	1360498.83	1172.09	BM

**PARCEL TABLE**

ID NO.	PARCEL NUMBER	OWNER
1	010505000000	CAVIEZEL
2	010506000000	SEDUSTINE
3	010507000000	SEDUSTINE
4	010508001000	LEWIS COUNTY
5	010510000000	LEWIS COUNTY
6	010511000000	LEWIS COUNTY
7	010512000000	PREWITT LIVING TRUST
8	010513000000	ROBERTS
9	010514000000	ROBERTS
10	010519000000	DEMPSEY FAMILY TRUST
11	010520000000	PURTZER
12	039097000000	FEDERAL GOV'T

**SURVEY NOTES**

- BEARINGS ARE BASED ON NAD 83/91 (WASHINGTON STATE PLANE GRID, SOUTH ZONE) HORIZONTAL CONTROL FOR PROJECT WAS DERIVED FROM RTK METHOD FOR PROJECT AND SECTION CORNER CONTROL.
- COMBINED SCALE FACTOR IS 1.000140651. (AT GPS POINT 219 Z TO OBTAIN A GRID COORDINATE DIVIDE THE NORTHING BY THIS SCALE FACTOR AND DIVIDE THE EASTING BY THIS SCALE FACTOR, THIS WILL GIVE YOU A WASHINGTON STATE PLANE GRID COORDINATE.
- ELEVATIONS ARE BASED ON NAVD '88, PER RTK OBSERVATIONS
- FOR INSERTING GEO REFERENCE DATA, TRANSLATE N70°26'53"E-203.11' (CONTROL POINT #1050) TO MATCH OUR GROUND DATA 219 Z USE RESET WAS USED FOR BASE POINT. GROUND COORDINATES ARE N: 481601.17 E: 1360801.76 EL: 1231.43'
- TOPO WAS PERFORMED IN JANUARY 30 AND 31 2018. EDGE OF RIVER MAPPED ON 2-27-18.

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EXISTING CONDITIONS

SHEET  
 2  
 OF  
 12

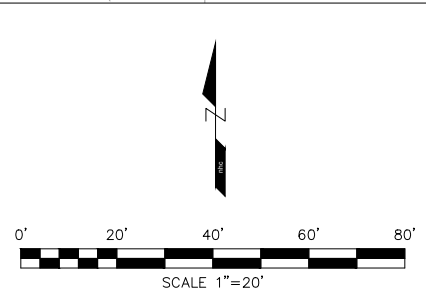
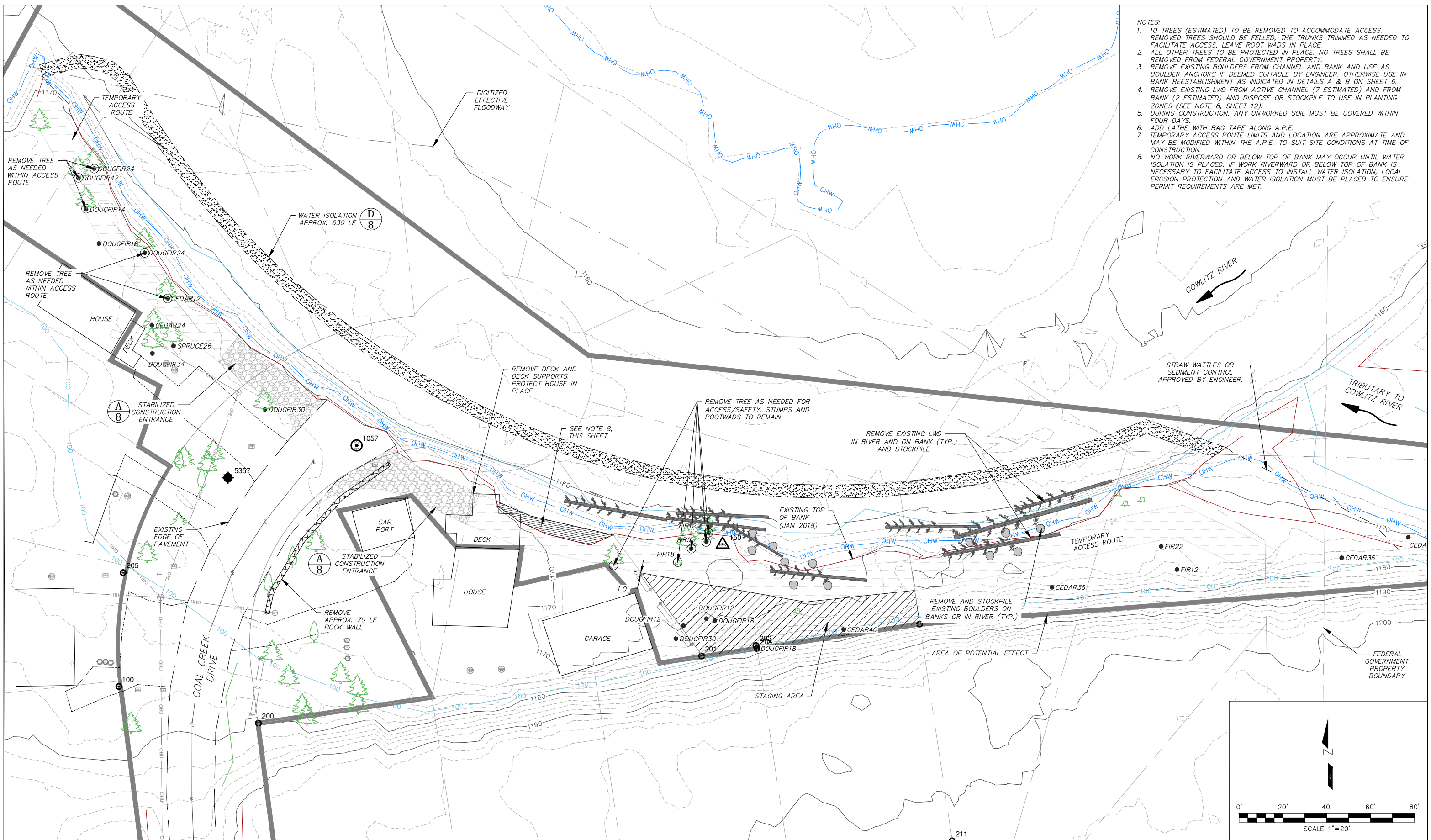


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- NOTES:
- 10 TREES (ESTIMATED) TO BE REMOVED TO ACCOMMODATE ACCESS. REMOVED TREES SHOULD BE FELLED, THE TRUNKS TRIMMED AS NEEDED TO FACILITATE ACCESS, LEAVE ROOT WADS IN PLACE.
  - ALL OTHER TREES TO BE PROTECTED IN PLACE. NO TREES SHALL BE REMOVED FROM FEDERAL GOVERNMENT PROPERTY.
  - REMOVE EXISTING BOULDERS FROM CHANNEL AND BANK AND USE AS BOULDER ANCHORS IF DEEMED SUITABLE BY ENGINEER. OTHERWISE USE IN BANK REESTABLISHMENT AS INDICATED IN DETAILS A & B ON SHEET 6.
  - REMOVE EXISTING LWD FROM ACTIVE CHANNEL (7 ESTIMATED) AND FROM BANK (2 ESTIMATED) AND DISPOSE OR STOCKPILE TO USE IN PLANTING ZONES (SEE NOTE 8, SHEET 12).
  - DURING CONSTRUCTION, ANY UNWORKED SOIL MUST BE COVERED WITHIN FOUR DAYS.
  - ADD LATHE WITH RAG TAPE ALONG A.P.E.
  - TEMPORARY ACCESS ROUTE LIMITS AND LOCATION ARE APPROXIMATE AND MAY BE MODIFIED WITHIN THE A.P.E. TO SUIT SITE CONDITIONS AT TIME OF CONSTRUCTION.
  - NO WORK RIVERWARD OR BELOW TOP OF BANK MAY OCCUR UNTIL WATER ISOLATION IS PLACED. IF WORK RIVERWARD OR BELOW TOP OF BANK IS NECESSARY TO FACILITATE ACCESS TO INSTALL WATER ISOLATION, LOCAL EROSION PROTECTION AND WATER ISOLATION MUST BE PLACED TO ENSURE PERMIT REQUIREMENTS ARE MET.



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 SITE PREPARATION AND ACCESS PLAN

SHEET  
**3**  
 OF  
**12**



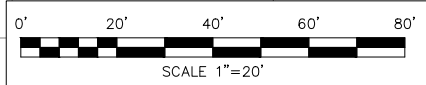
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HORIZONTAL CONTROL ALIGNMENT				
Number	Length	Radius	START N&E	END N&E
C1	420'	600'	N: 482990.6, E: 1360408.2	N: 482797.4, E: 1360923.5
L1	90'		N: 482797.4, E: 1360923.5	N: 482760.0, E: 1361005.1




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BANK PROTECTION INDEX SHEET

SHEET  
**4**  
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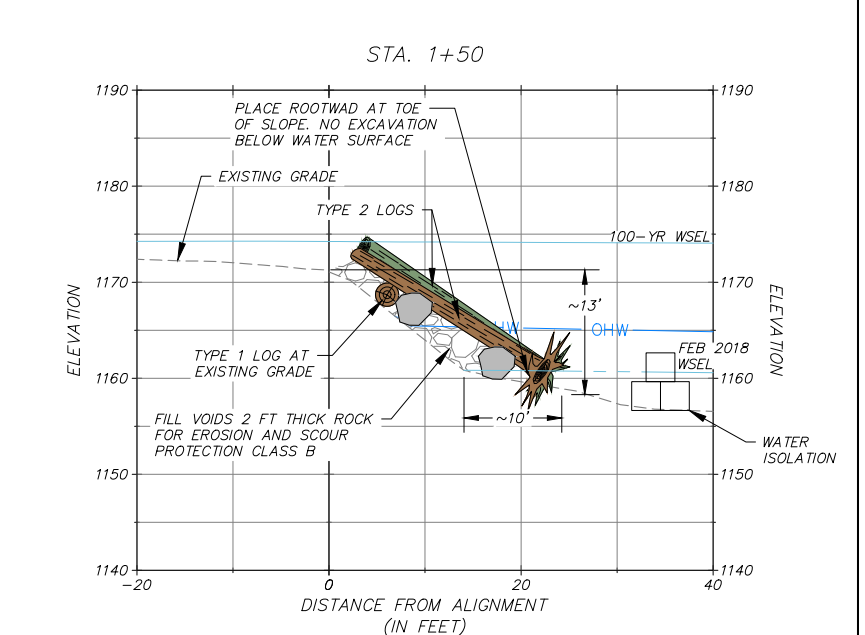
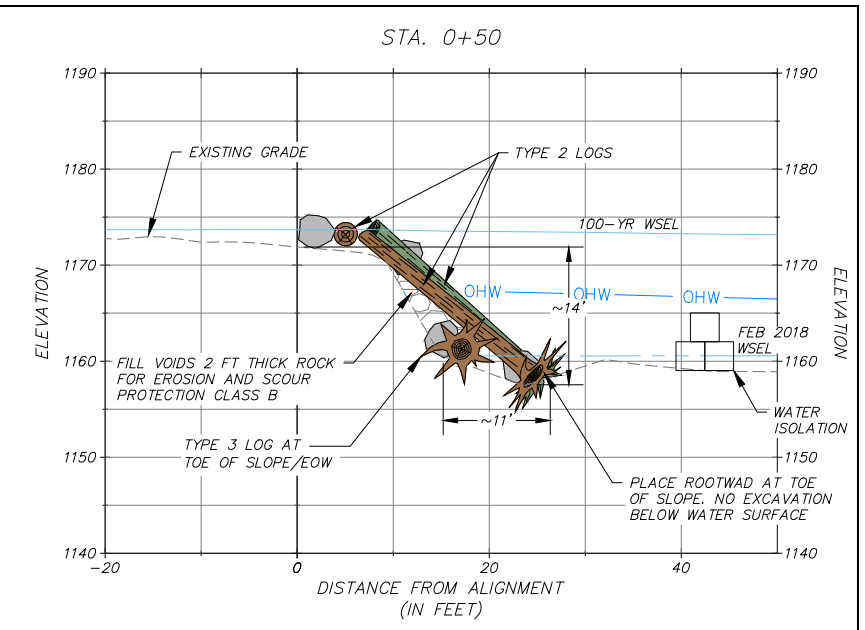

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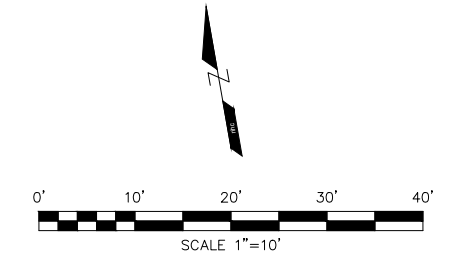








- NOTES
1. ALL LWD AND BOULDER BALLAST SHALL BE PLACED AT GRADE WITHOUT EXCAVATION. FLATTEST SIDE OF ROOTWAD SHALL BE PLACED AT GRADE TO MINIMIZE DISTURBANCE TO CHANNEL BED AND BANKS.
  2. LOG-LOG AND LOG-BOULDER CONNECTIONS NOT SHOWN FOR CLARITY. SEE SHEETS 8 AND 9 FOR CONNECTION AND LOG STRUCTURE SEQUENCING DETAILS



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PLAN VIEW WITH CROSS SECTIONS  
STA. 0+00 - STA. 2+50

SHEET  
**5**  
OF  
**12**

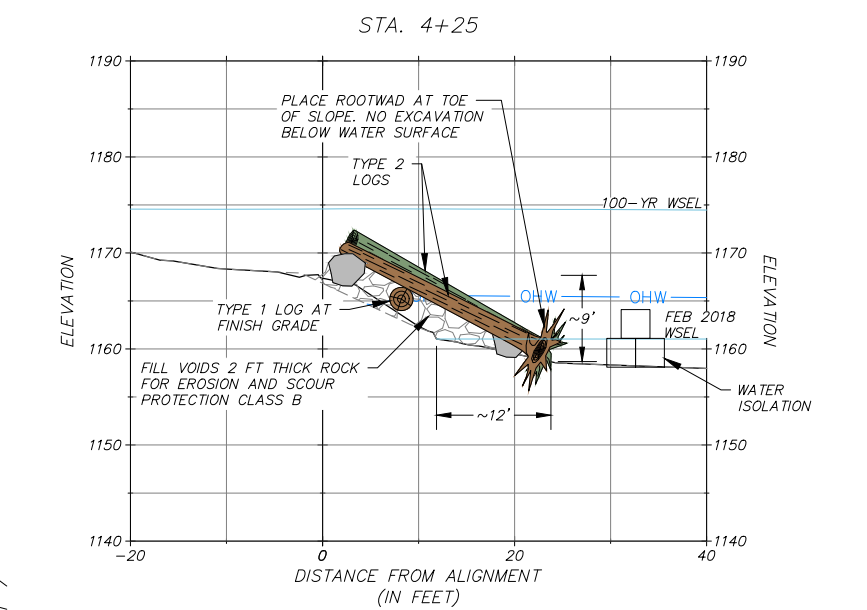
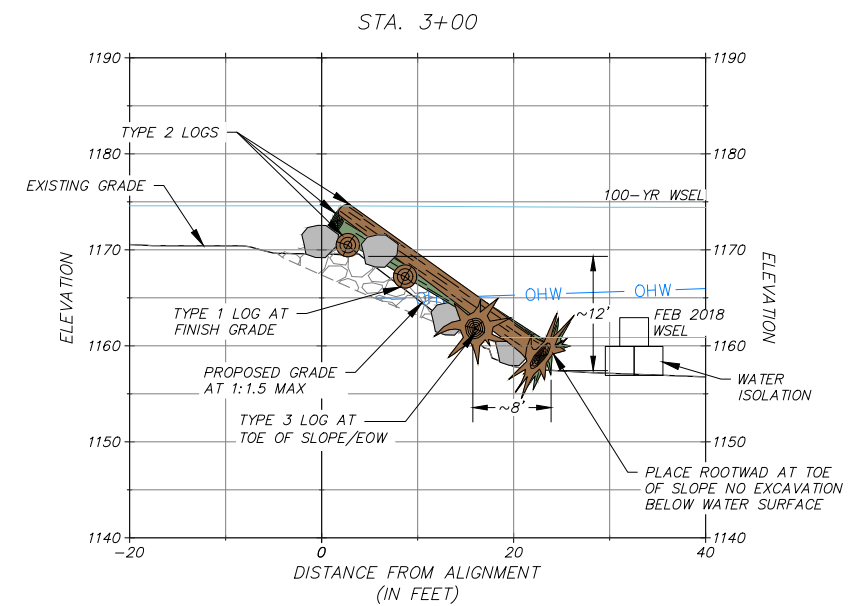
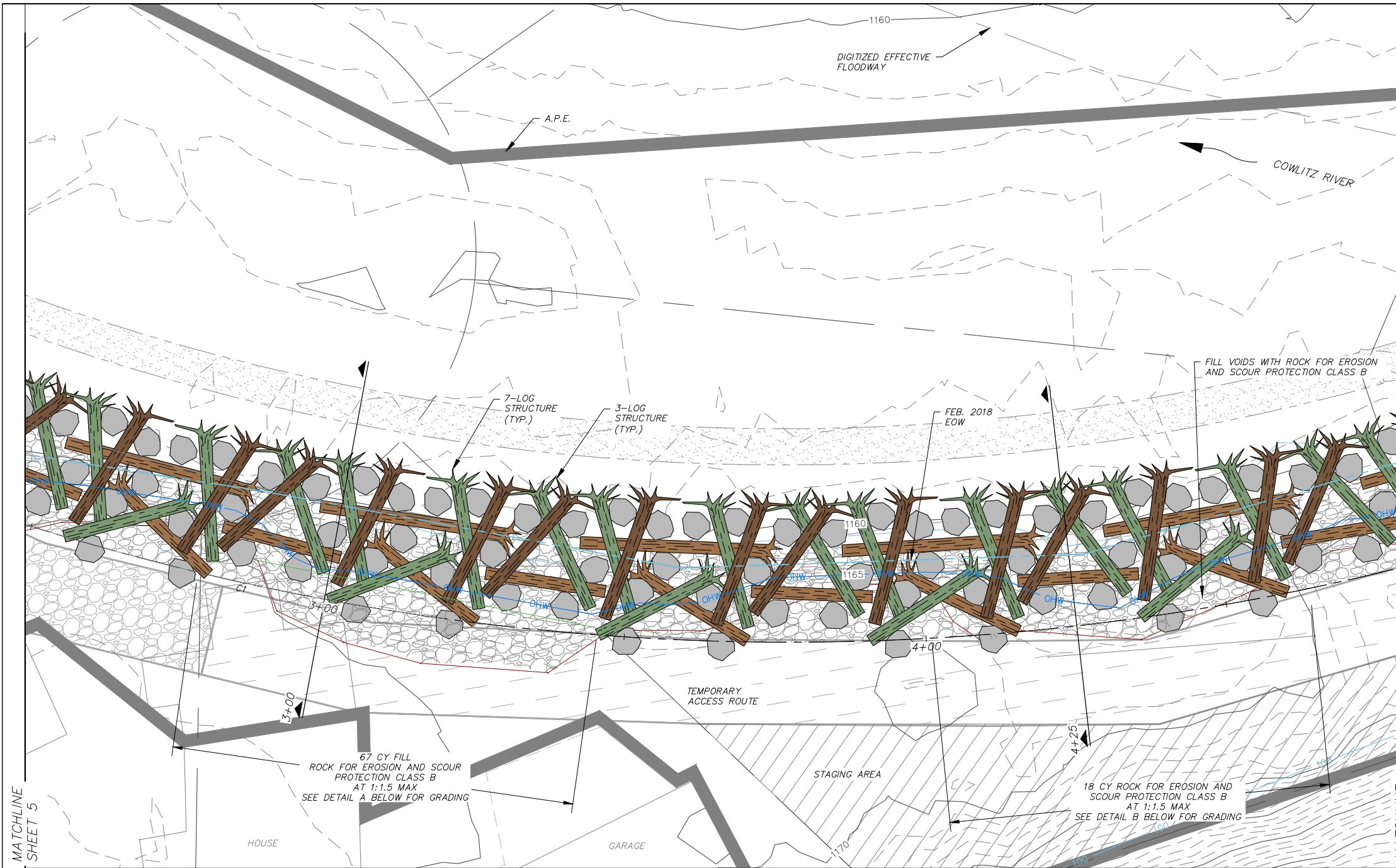


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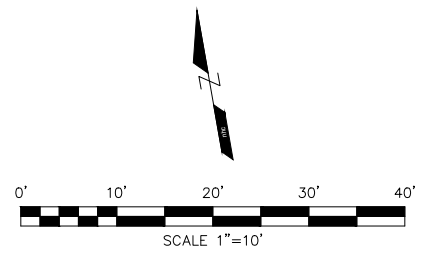
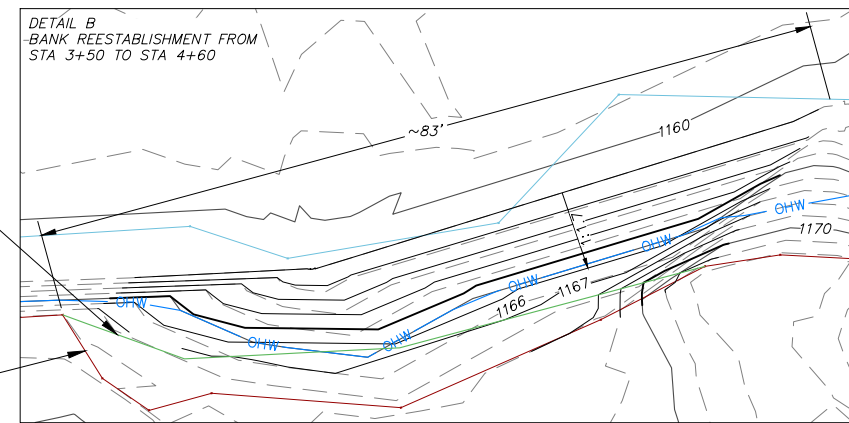
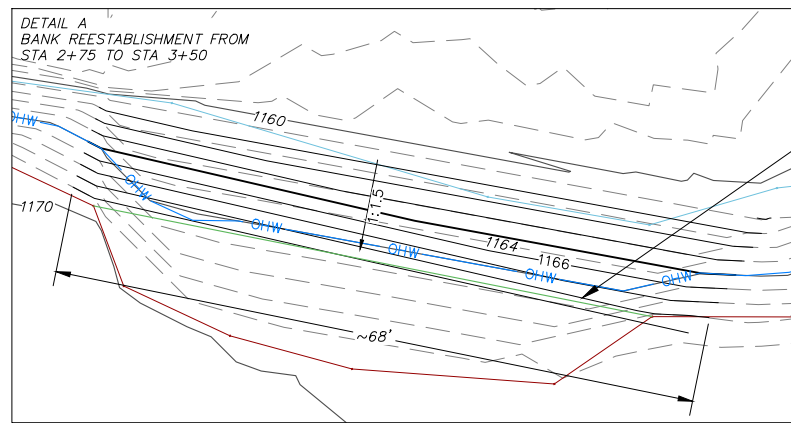
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- NOTES**
1. ALL LWD AND BOULDER BALLAST SHALL BE PLACED AT GRADE WITHOUT EXCAVATION. FLATTEST SIDE OF ROOTWAD SHALL BE PLACED AT GRADE TO MINIMIZE DISTURBANCE TO CHANNEL BED AND BANKS.
  2. LOG-LOG AND LOG-BOULDER CONNECTIONS NOT SHOWN FOR CLARITY. SEE SHEETS 8 AND 9 FOR CONNECTION AND LOG STRUCTURE SEQUENCING DETAILS



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 PLAN VIEW WITH CROSS SECTIONS  
 STA. 2+50 - STA. 4+75

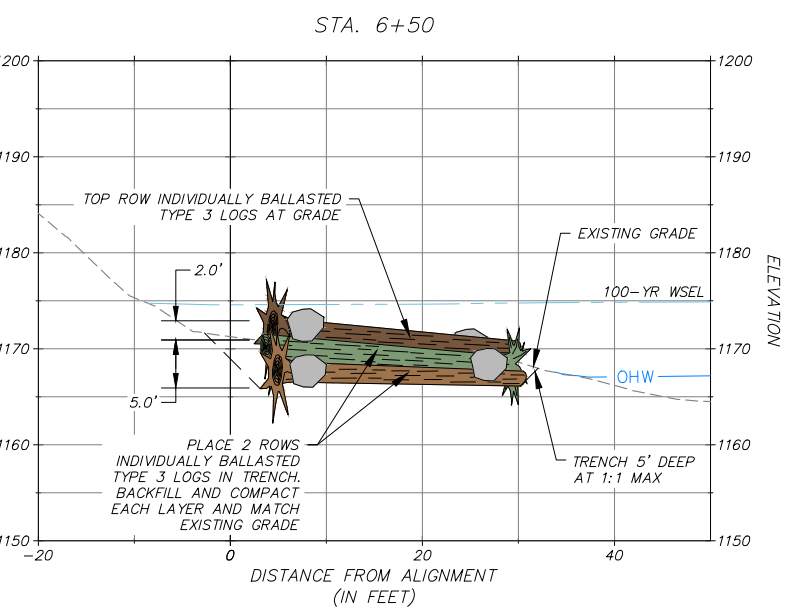
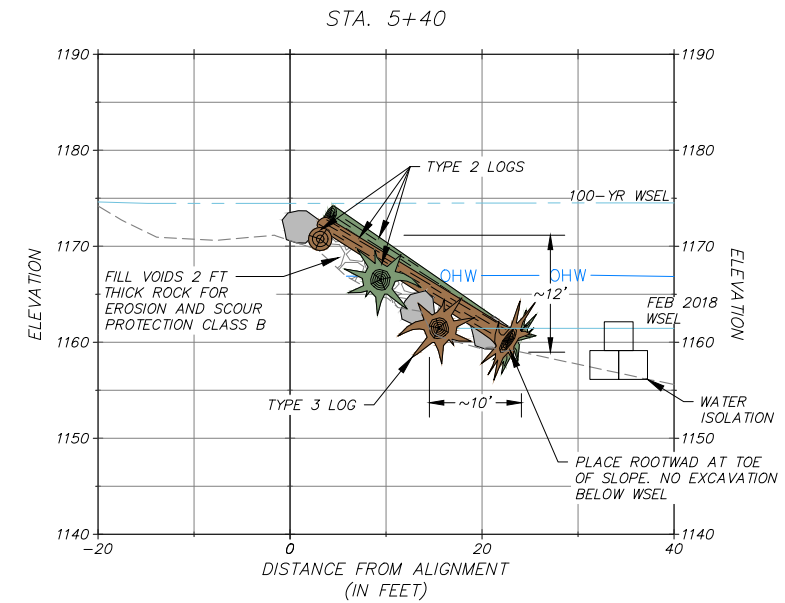
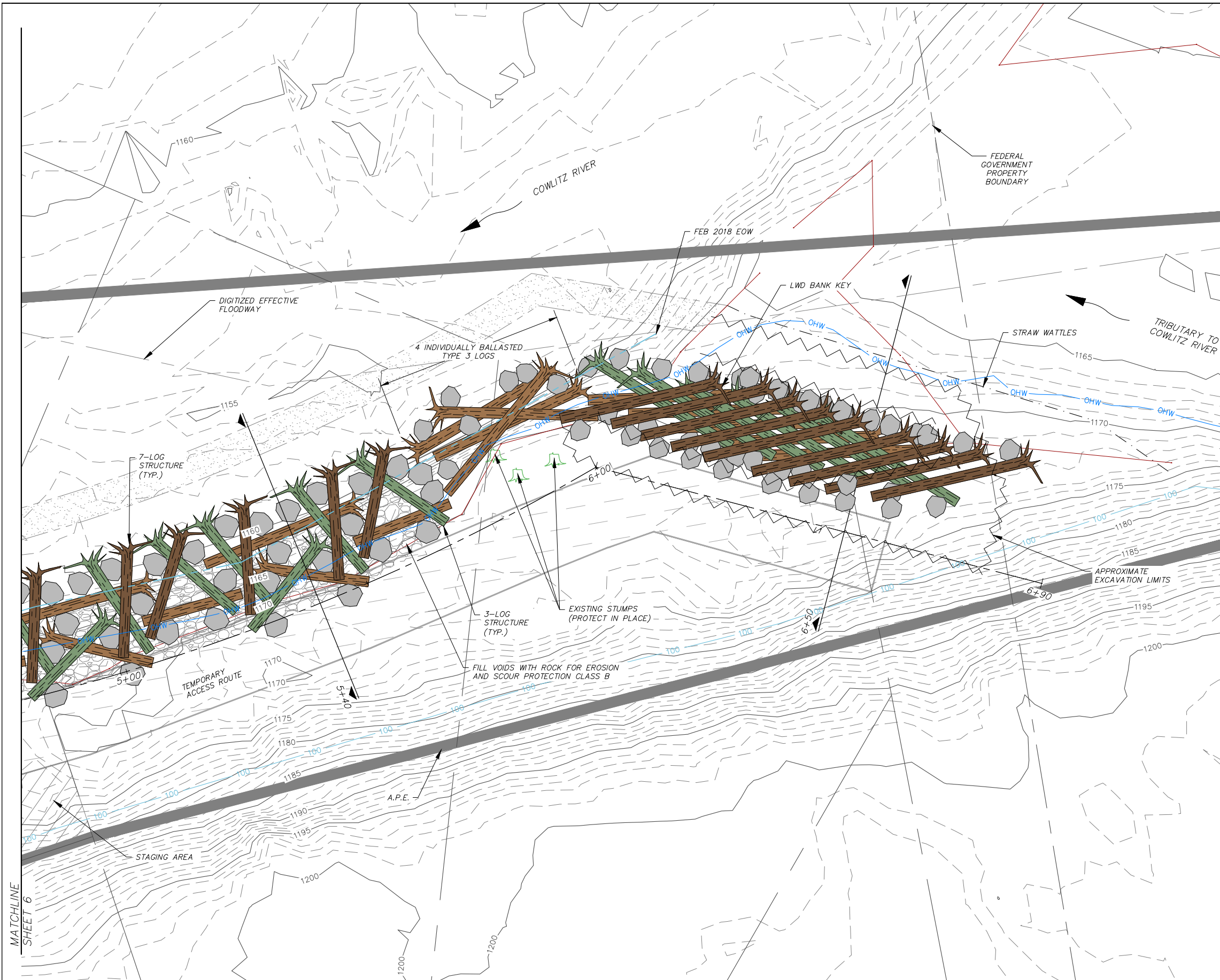
**SHEET**  
**6**  
 OF  
**12**



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**NOTES**

1. ALL LWD AND BOULDER BALLAST SHALL BE PLACED AT GRADE WITHOUT EXCAVATION UNLESS TRENCHING SHOWN. FLATTEST SIDE OF ROOTWAD SHALL BE PLACED AT GRADE TO MINIMIZE DISTURBANCE TO CHANNEL BED AND BANKS.
2. LOG-LOG AND LOG-BOULDER CONNECTIONS NOT SHOWN FOR CLARITY. SEE SHEETS 8 AND 9 FOR CONNECTION AND LOG STRUCTURE SEQUENCING DETAILS.

SCALE 1"=10'

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PLAN VIEW WITH CROSS SECTIONS  
STA. 4+75 - STA. 6+90

SHEET  
**7**  
OF  
**12**

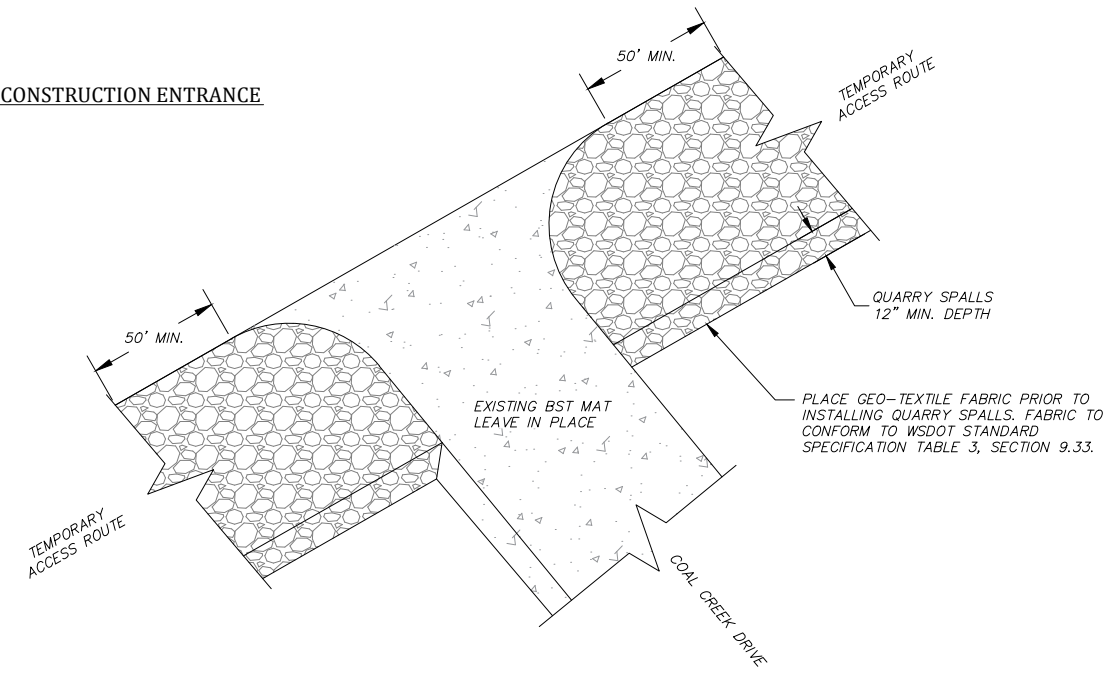
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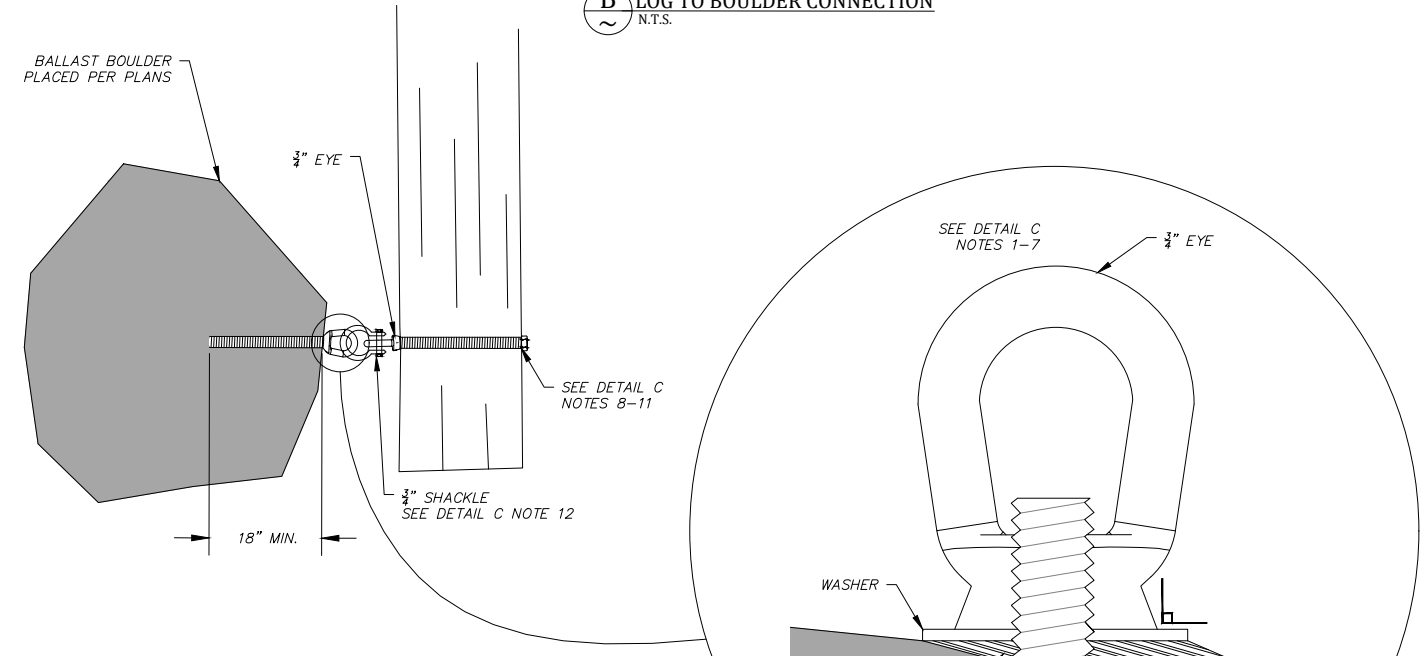




**A STABILIZED CONSTRUCTION ENTRANCE**  
N.T.S.

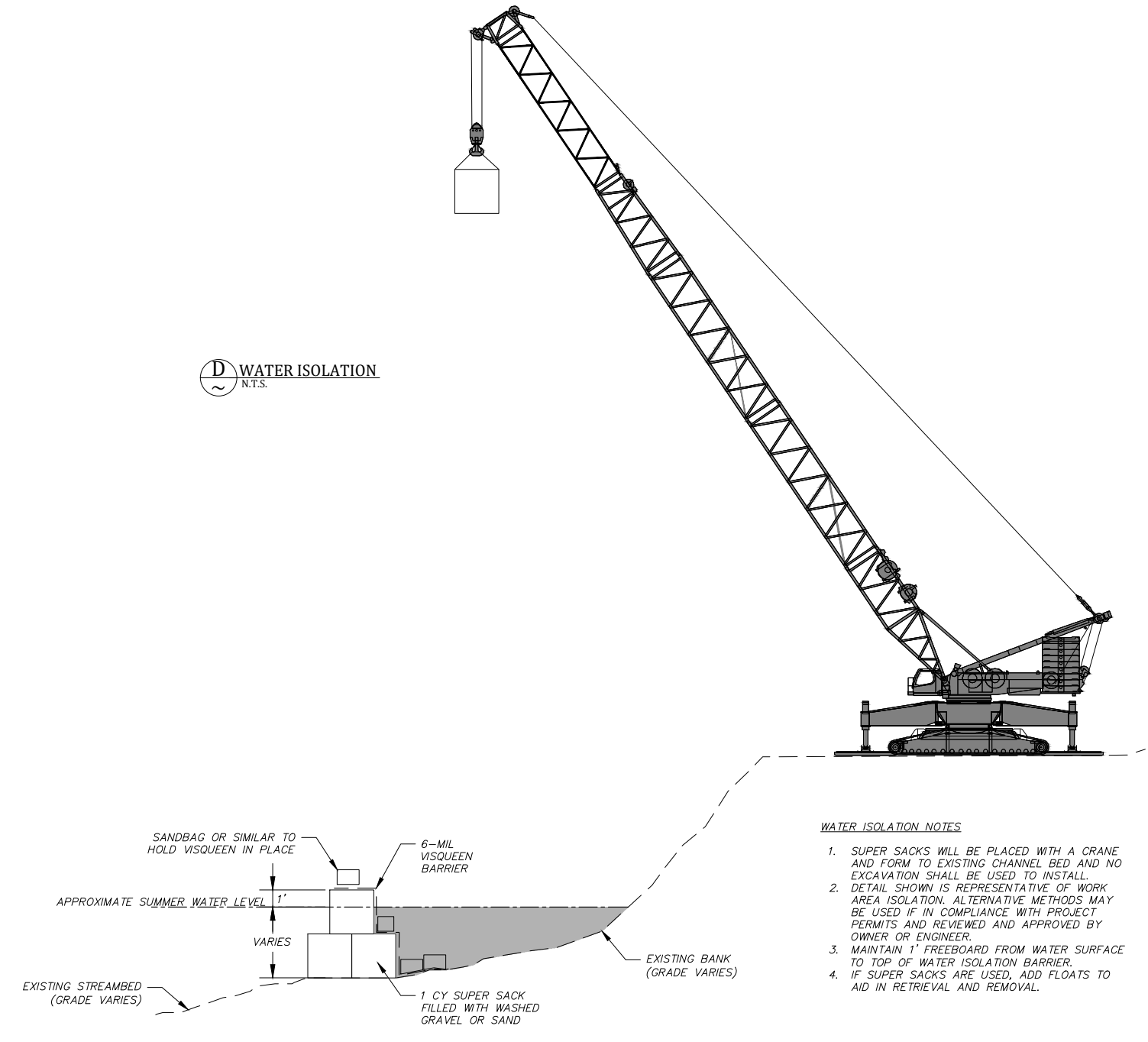


**B LOG TO BOULDER CONNECTION**  
N.T.S.



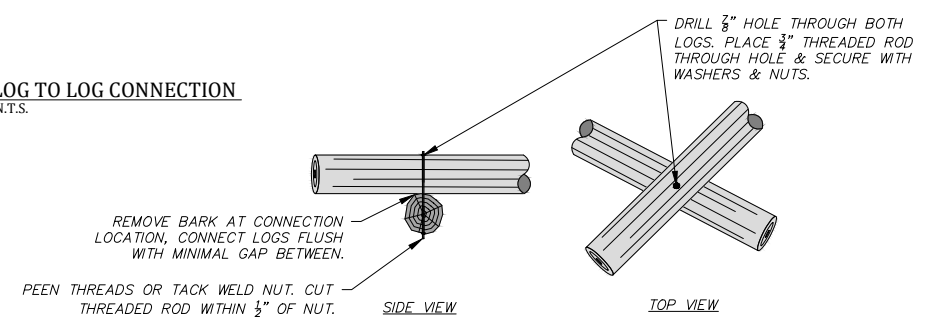
- DETAIL C NOTES**
1. DRILL HOLE IN BOULDER ANCHOR AT DIAMETER PER MANUFACTURER'S SPECIFICATIONS, 18" DEEP MINIMUM
  2. CLEAN HOLE PER MANUFACTURER'S SPECIFICATIONS
  3. FILL HOLE WITH EPOXY
  4. INSERT 3/4" THREADED ROD
  5. APPLY ADDITIONAL EPOXY AROUND BASE OF THREADED ROD AND PLACE WASHER
  6. PLACE AND HAND-TIGHTEN EYE SO WASHER IS PERPENDICULAR TO THREADED ROD. REMOVE EYE AND ALLOW TO EPOXY TO CURE.
  7. PLACE EYE AND HAND-TIGHTEN TO THREADED ROD. EYE SHOULD BE ABLE TO ROTATE AROUND, BUT NOT COME OFF; THREADED ROD. EYE MAY BE OVERSIZED WITH NUT IF REVIEWED AND APPROVED BY ENGINEER.
  8. DRILL 5/8" HOLE THROUGH LOG
  9. PLACE 3/4" THREADED ROD THROUGH HOLE
  10. SECURE ONE END WITH WASHER AND NUT
  11. SECURE OTHER END OF THREADED ROD WITH WASHER AND EYE AND HAND-TIGHTEN
  12. PLACE BOULDER ANCHOR AND LOG CLOSE ENOUGH SUCH THAT A SHACKLE CAN BE CONNECTED THROUGH THE EYES WITHOUT IMMEDIATELY LOADING THE CONNECTION
  13. PEEN THREADS OR TACK WELD NUT AND SHACKLE CONNECTIONS. (IF EYE NUT IS USED, DO NOT FOUL THREADS TO ENABLE MINOR ROTATION OF EYE).

**D WATER ISOLATION**  
N.T.S.



- WATER ISOLATION NOTES**
1. SUPER SACKS WILL BE PLACED WITH A CRANE AND FORM TO EXISTING CHANNEL BED AND NO EXCAVATION SHALL BE USED TO INSTALL.
  2. DETAIL SHOWN IS REPRESENTATIVE OF WORK AREA ISOLATION. ALTERNATIVE METHODS MAY BE USED IF IN COMPLIANCE WITH PROJECT PERMITS AND REVIEWED AND APPROVED BY OWNER OR ENGINEER.
  3. MAINTAIN 1" FREEBOARD FROM WATER SURFACE TO TOP OF WATER ISOLATION BARRIER.
  4. IF SUPER SACKS ARE USED, ADD FLOATS TO AID IN RETRIEVAL AND REMOVAL.

**C LOG TO LOG CONNECTION**  
N.T.S.



- GENERAL NOTES**
1. CONNECTIONS MAY BE MADE AS SHOWN OR WITH SIMILAR COMPONENTS WITH ENGINEER APPROVAL. NO CABLE OR CHAIN MAY BE USED.
  2. IF LOG TO LOG OR LOG TO BOULDER CONNECTIONS CANNOT BE COMPLETED DUE TO FINAL PLACEMENT UNDER WATER, CONNECTIONS MAY BE COMPLETED IN THE DRY AND THE CONNECTED ASSEMBLY MOVED TO THE LOCATION SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER. IF CONNECTED ASSEMBLY IS MOVED, CARE SHALL BE TAKEN TO LOAD CONNECTION HARDWARE ACCORDING TO MANUFACTURER'S SPECIFICATIONS TO PREVENT DAMAGE TO LOGS, CONNECTIONS, OR CONNECTION HARDWARE.

**Lewis County**  
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DESIGNED BY : JML  
DRAWN BY : MAO  
CHECKED BY : ERR  
DATE : 21 May 2018

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**Coal Creek Drive  
Long Term Bank Protection**

COUNTY MAINTENANCE PROJECT NO:  
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DETAILS

SHEET  
**8**  
OF  
**12**

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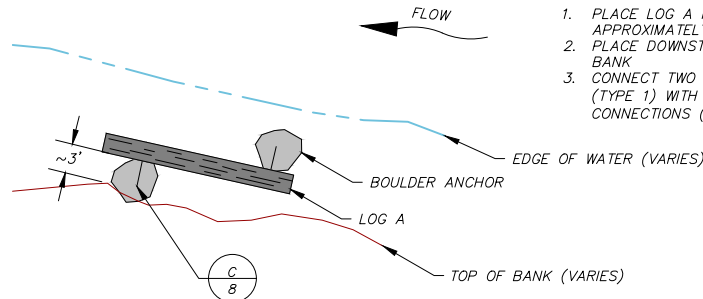


**D** 3-LOG STRUCTURE SEQUENCING  
N.T.S.

- QUANTITIES**
- 1 X TYPE 1 LOGS: 24" DBH, 20' LOG, WITHOUT ROOTWAD
  - 2 X TYPE 2 LOGS: 24" DBH, 25' LONG, WITH ROOTWAD
  - 5 X 44" BOULDER ANCHOR

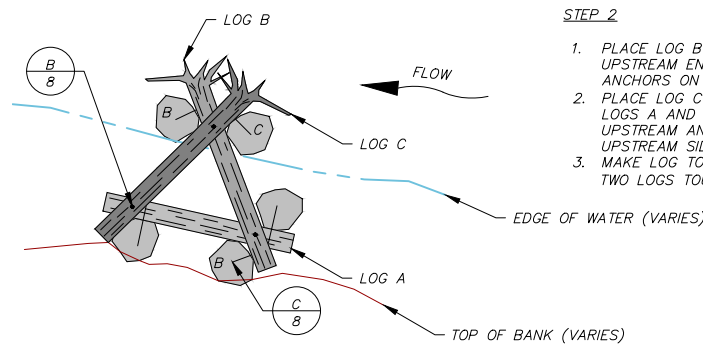
**STEP 1**

1. PLACE LOG A PARALLEL TO, AND APPROXIMATELY 3 FEET BELOW, TOP OF BANK
2. PLACE DOWNSTREAM BOULDER AT TOP OF BANK
3. CONNECT TWO BOULDER ANCHORS TO LOG A (TYPE 1) WITH LOG TO BOULDER CONNECTIONS (SEE SHEET 8, DETAIL B)



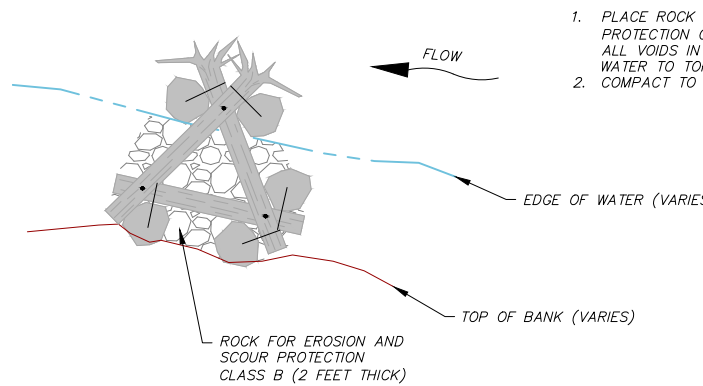
**STEP 2**

1. PLACE LOG B (TYPE 2) WITH STEM CROSSING UPSTREAM END OF LOG A, WITH 2 BOULDER ANCHORS ON DOWNSTREAM SIDE OF LOG B
2. PLACE LOG C (TYPE 2) WITH STEM CROSSING LOGS A AND B, WITH ROOTWAD ORIENTED UPSTREAM AND 2 BOULDER ANCHORS ON UPSTREAM SIDE OF LOG C
3. MAKE LOG TO LOG CONNECTIONS WHERE ANY TWO LOGS TOUCH (SEE SHEET 8, DETAIL C)



**STEP 3**

1. PLACE ROCK FOR EROSION AND SCOUR PROTECTION CLASS B (2-FEET THICK) IN ALL VOIDS IN STRUCTURE FROM EDGE OF WATER TO TOP OF BANK. MINIMUM 13 CY COMPACT TO EXTENT PRACTICAL

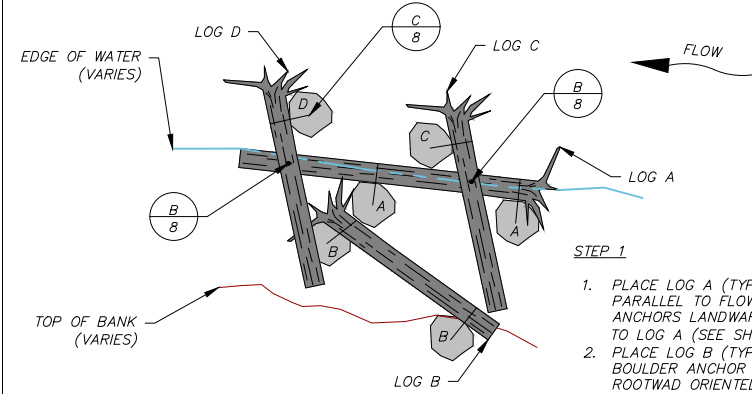


**E** 7-LOG STRUCTURE SEQUENCING  
N.T.S.

- QUANTITIES**
- 6 X TYPE 2 LOGS: 24" DBH, 25' LONG, WITH ROOTWAD
  - 1 X TYPE 3 LOGS: 24" DBH, 30' LONG, WITH ROOTWAD
  - 10 X 44" BOULDER ANCHOR

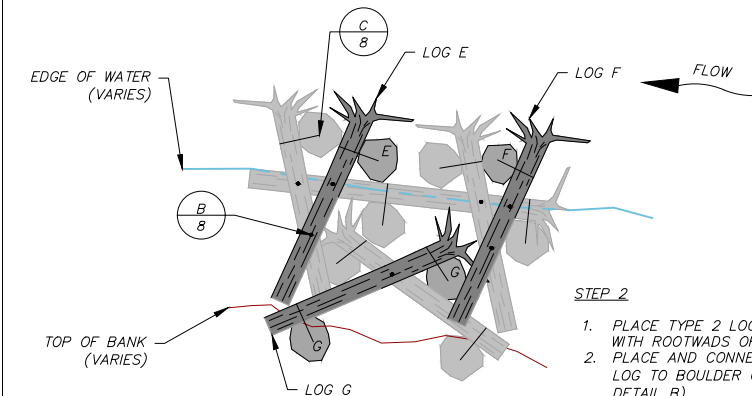
**STEP 1**

1. PLACE LOG A (TYPE 3) AT EDGE OF WATER AND PARALLEL TO FLOW. PLACE 2 BOULDER ANCHORS LANDWARD OF LOG A AND CONNECT TO LOG A (SEE SHEET 8, DETAIL B)
2. PLACE LOG B (TYPE 2) WITH UPSTREAM BOULDER ANCHOR AT TOP OF BANK AND ROOTWAD ORIENTED DOWNSTREAM
3. PLACE LOGS C AND D (TYPE 2) WITH STEMS CROSSING LOG A, ROOTWADS ORIENTED DOWNSTREAM
4. MAKE LOG TO LOG CONNECTIONS WHERE ANY TWO LOGS TOUCH



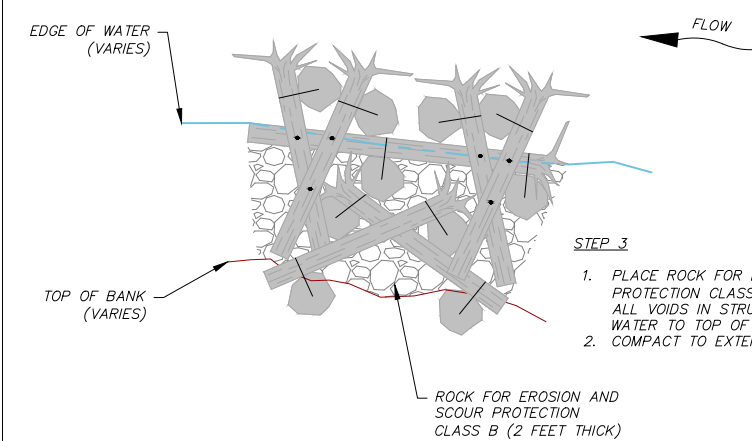
**STEP 2**

1. PLACE TYPE 2 LOGS E, F, AND G AS SHOWN WITH ROOTWADS ORIENTED UPSTREAM
2. PLACE AND CONNECT BOULDER ANCHORS WITH LOG TO BOULDER CONNECTIONS (SEE SHEET 8, DETAIL B)
3. MAKE LOG TO LOG CONNECTIONS (SEE SHEET 8, DETAIL C) WHERE ANY TWO LOGS TOUCH.



**STEP 3**

1. PLACE ROCK FOR EROSION AND SCOUR PROTECTION CLASS B (2-FEET THICK) IN ALL VOIDS IN STRUCTURE FROM EDGE OF WATER TO TOP OF BANK. MINIMUM 12 CY COMPACT TO EXTENT PRACTICAL

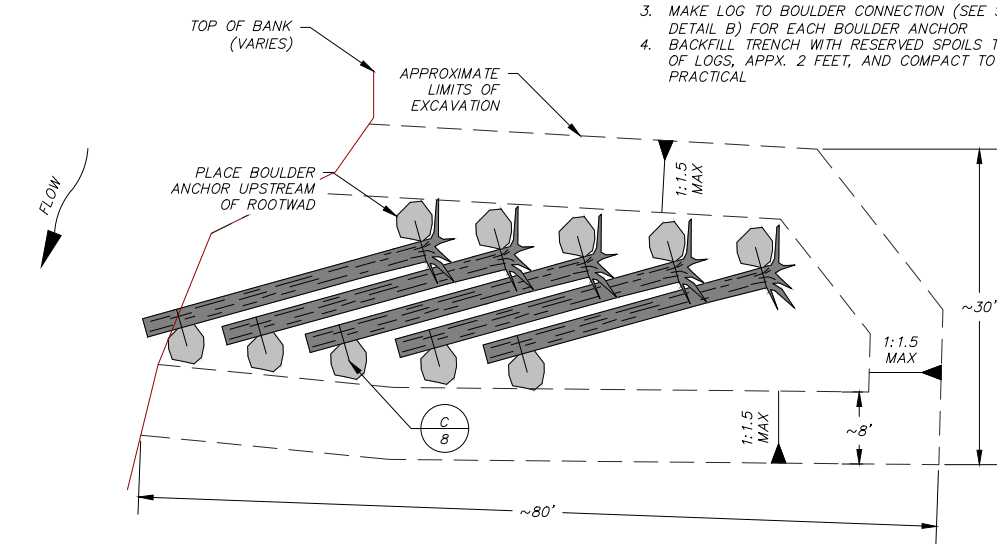


**F** LWD BANK KEY STRUCTURE SEQUENCING  
N.T.S.

- QUANTITIES**
- 20 X TYPE 3 LOGS: 24" DBH, 30' LONG, WITH ROOTWAD
  - 40 X 44" BOULDER ANCHOR

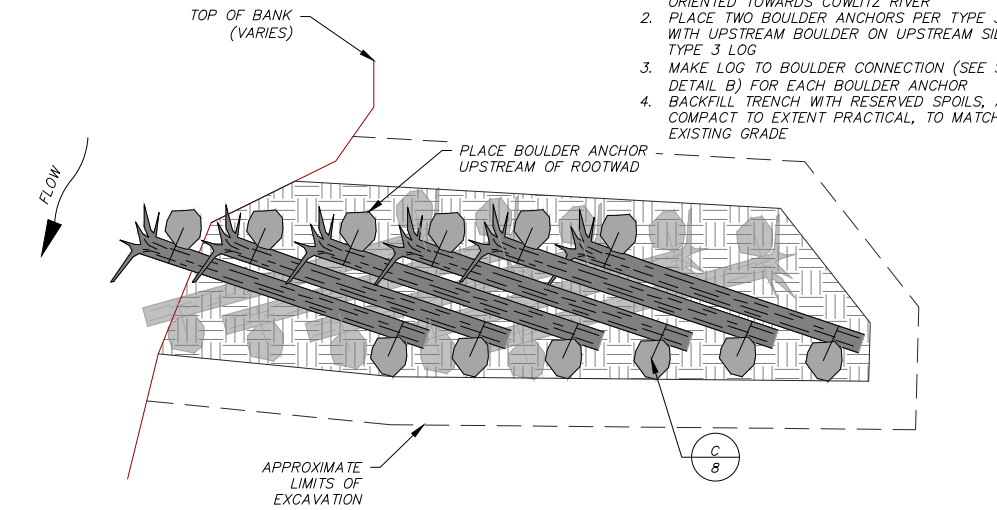
**STEP 1**

1. EXCAVATE TRENCH WITH 1:1.5 MAX SIDE SLOPES 5- FEET DEEP FROM TOP OF BANK. RESERVE SPOILS.
2. PLACE FIVE TYPE 3 LOGS, EACH WITH TWO BOULDER ANCHORS, IN TRENCH WITH ROOTWADS ORIENTED AWAY FROM COWLITZ RIVER
3. MAKE LOG TO BOULDER CONNECTION (SEE SHEET 8, DETAIL B) FOR EACH BOULDER ANCHOR
4. BACKFILL TRENCH WITH RESERVED SPOILS TO TOP OF LOGS, APPX. 2 FEET, AND COMPACT TO EXTENT PRACTICAL



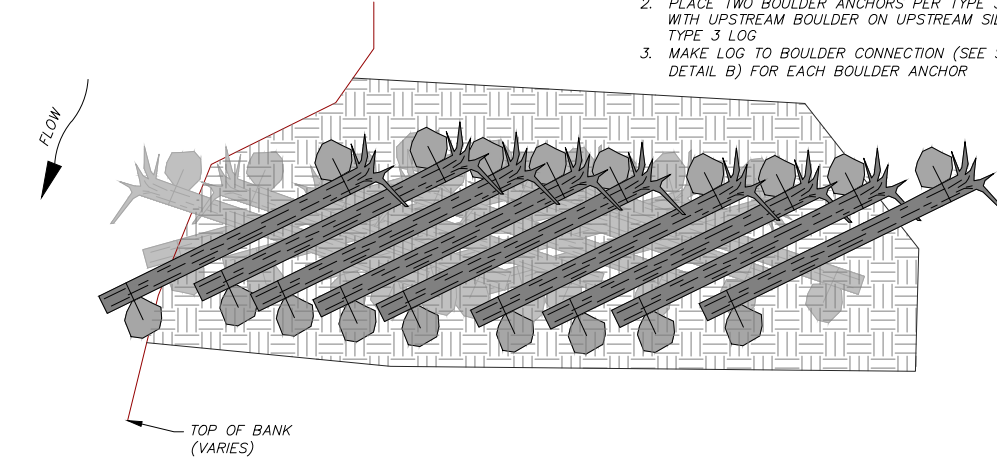
**STEP 2**

1. PLACE SIX TYPE 3 LOGS IN TRENCH WITH ROOTWADS ORIENTED TOWARDS COWLITZ RIVER
2. PLACE TWO BOULDER ANCHORS PER TYPE 3 LOG WITH UPSTREAM BOULDER ON UPSTREAM SIDE OF TYPE 3 LOG
3. MAKE LOG TO BOULDER CONNECTION (SEE SHEET 8, DETAIL B) FOR EACH BOULDER ANCHOR
4. BACKFILL TRENCH WITH RESERVED SPOILS, AND COMPACT TO EXTENT PRACTICAL, TO MATCH EXISTING GRADE



**STEP 3**

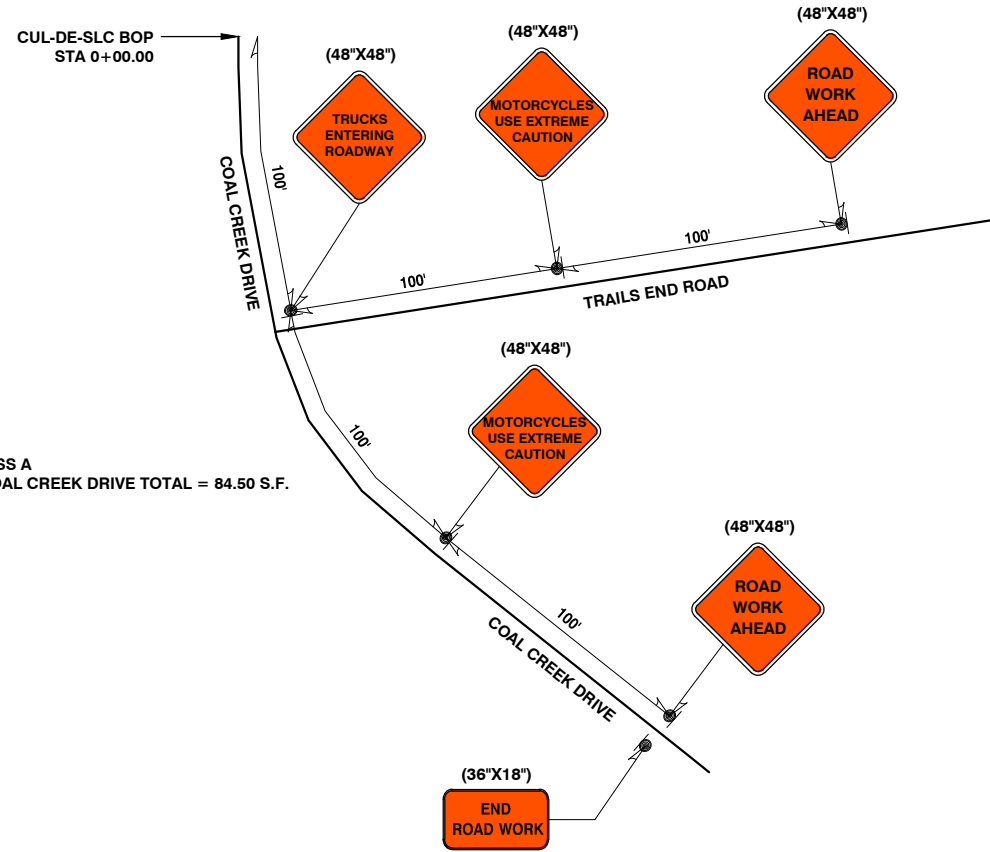
1. PLACE NINE TYPE 3 LOGS AT GRADE WITH ROOTWADS ORIENTED AWAY FROM COWLITZ RIVER
2. PLACE TWO BOULDER ANCHORS PER TYPE 3 LOG WITH UPSTREAM BOULDER ON UPSTREAM SIDE OF TYPE 3 LOG
3. MAKE LOG TO BOULDER CONNECTION (SEE SHEET 8, DETAIL B) FOR EACH BOULDER ANCHOR



NO.	DATE	REVISION	BY	APP.



NOTE:  
CONSTRUCTION SIGNS CLASS A  
FOR TRAILS END ROAD & COAL CREEK DRIVE TOTAL = 84.50 S.F.



**COAL CREEK DRIVE TRAFFIC CONTROL PLAN**  
NOT TO SCALE

**NOTES**

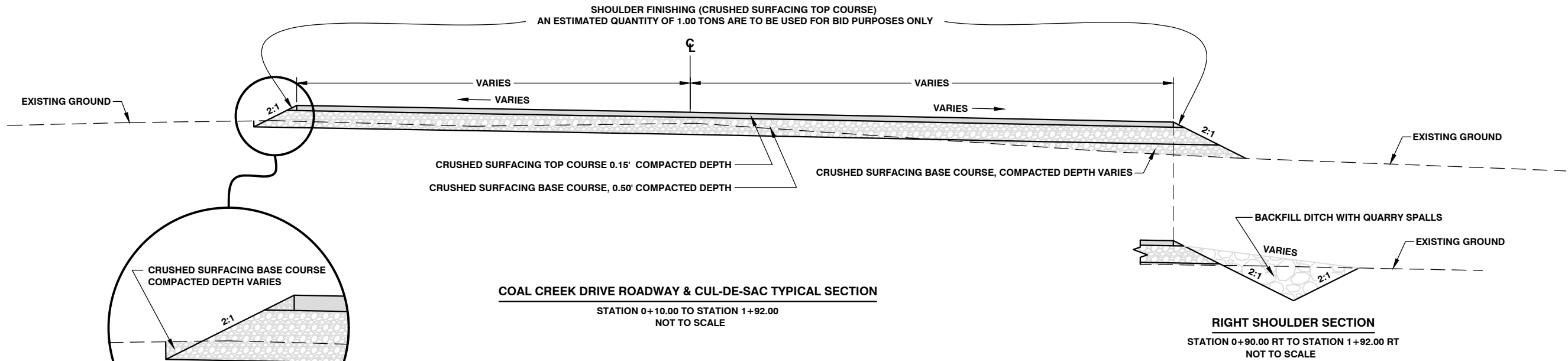
ALL SIGNS ARE TO BE BLACK ON ORANGE UNLESS OTHERWISE NOTED.

SIGN LOCATIONS ARE APPROXIMATE. ACTUAL LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

TEMPORARY TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL 48 HOURS BEFORE IMPLEMENTATION AND SHALL USE THE WSDOT WORK ZONE TRAFFIC CONTROL GUIDELINES FOR MAINTENANCE OPERATIONS FOR GUIDANCE.

**LEGEND**

● CONSTRUCTION SIGN CLASS A



**COAL CREEK DRIVE ROADWAY & CUL-DE-SAC TYPICAL SECTION**

STATION 0+10.00 TO STATION 1+92.00  
NOT TO SCALE

**RIGHT SHOULDER SECTION**

STATION 0+90.00 RT TO STATION 1+92.00 RT  
NOT TO SCALE

NO.	DATE	REVISION	BY	APP.



# LEGEND

## EXISTING FEATURES

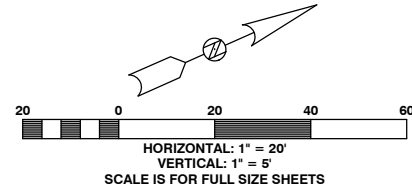
- DRAIN FIELD COVER
- SEPTIC TANK COVER
- CULVERT
- POWER POLE
- SIGNAL INDUCTION LOOP
- GUY WIRE
- WATER METER
- OHU OVERHEAD UTILITIES
- ROAD EDGE
- DRIVEWAY (GRAVEL)
- SHOULDER
- TOP
- TOE

## SURVEY FEATURES

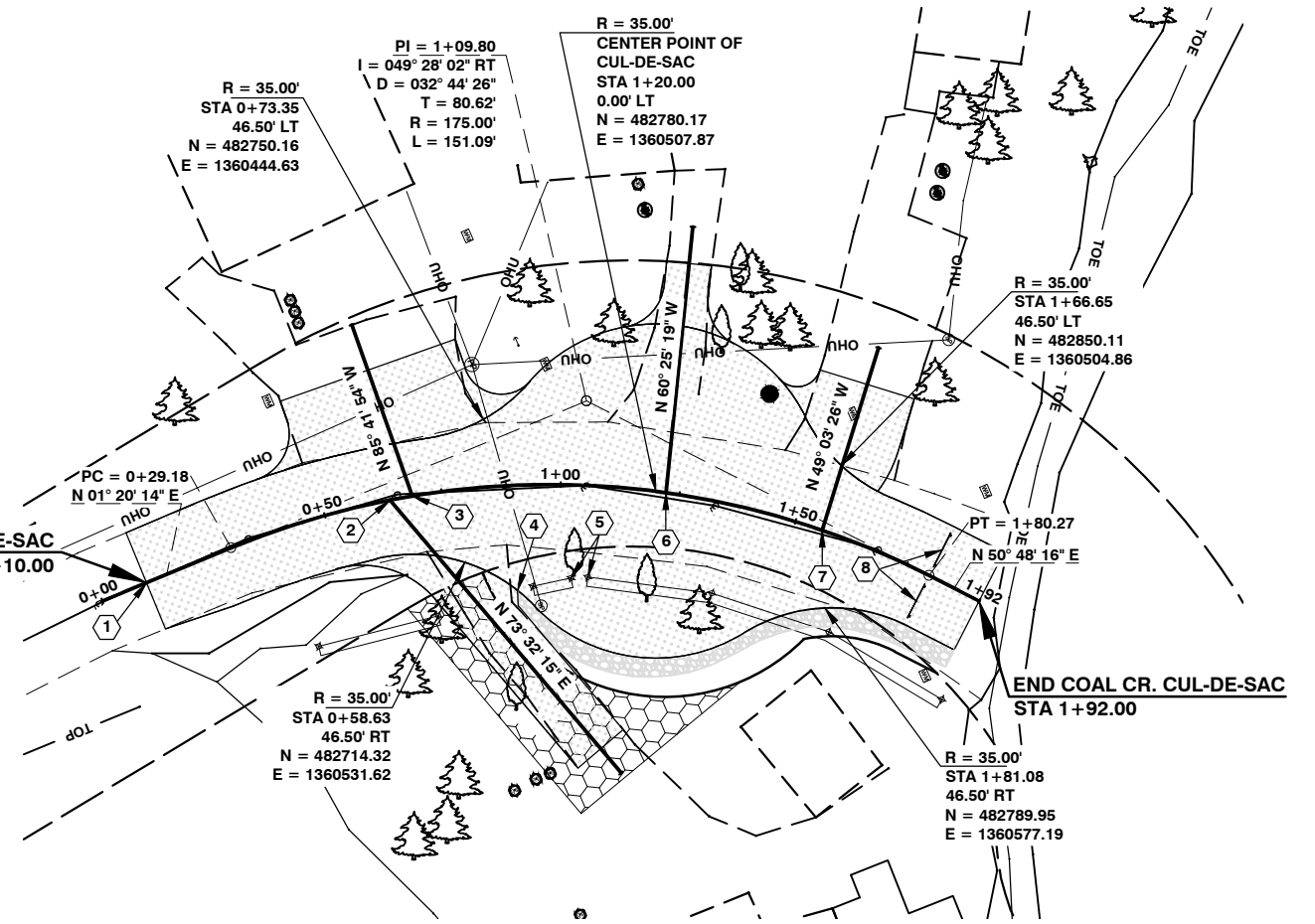
- BENCH MARK
- CONSTRUCTION EASEMENT
- RIGHT OF WAY
- PROPOSED RIGHT OF WAY

## NEW CONSTRUCTION FEATURES

- CALLOUT
- CRUSHED SURFACING TOP COURSE
- QUARRY SPALLS
- SHOULDER FINISHING



BEGIN COAL CR. CUL-DE-SAC  
STA 0+10.00



END COAL CR. CUL-DE-SAC  
STA 1+92.00

### CONSTRUCTION NOTES COAL CR. CUL-DE-SAC

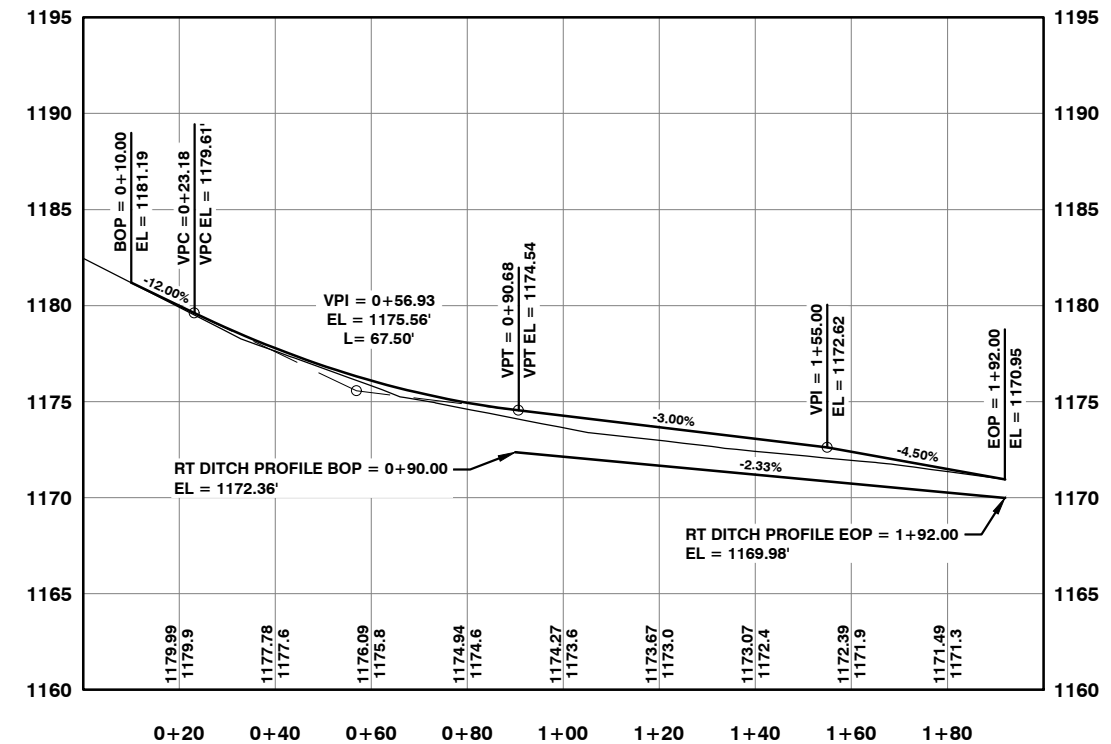
- 1 STA 0+10.00 TO STA 1+92.00  
CONSTRUCT CUL-DE-SAC  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
SEE COAL CREEK DRIVE ROADWAY & CUL-DE-SAC TYPICAL SECTION  
60.00 C.Y. ROADWAY EXCAVATION  
252.00 TON CRUSHED SURFACING BASE COURSE  
72.00 TON CRUSHED SURFACING TOP COURSE
- 2 STA 0+63.98  
APPROACH STA 0+15.45 TO APPROACH STA 0+68.36  
CONSTRUCT APPROACH  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
30.00 TON CRUSHED SURFACING BASE COURSE
- 3 STA 0+68.75  
APPROACH STA 0+11.67 TO APPROACH STA 0+27.97  
CONSTRUCT APPROACH  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
25.00 TON CRUSHED SURFACING BASE COURSE
- 4 STA 0+90.00 TO STA 1+92.00  
CONSTRUCT QUARRY SPALLS LINED DITCH  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
SEE COAL CREEK DRIVE ROADWAY & CUL-DE-SAC TYPICAL SECTION  
15.00 TON QUARRY SPALLS

### CONSTRUCTION NOTES COAL CR. CUL-DE-SAC

- 5 REMOVE ROCK WALL  
SEE SHEET 3 OF 12
- 6 STA 1+22.13  
APPROACH STA 0+35.00 TO APPROACH STA 0+48.29  
CONSTRUCT APPROACH  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
3.00 TON CRUSHED SURFACING BASE COURSE
- 7 STA 1+55.89  
APPROACH STA 0+14.09 TO APPROACH STA 0+31.94  
CONSTRUCT APPROACH  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
6.00 TON CRUSHED SURFACING BASE COURSE
- 8 STA 1+80.27  
CONSTRUCT TYPE 3 BARRICADES (TO BE REMOVABLE)  
MOUNTED BARRICADES ON STEEL SIGN SUPPORT TYPE ST-4 WITH TYPE ST-4  
LOWER SIGN POST  
TO BE STAKED IN THE FIELD BY THE ENGINEER  
SEE WSDOT STANDARD PLAN K-80.20-00  
SEE WSDOT STANDARD PLAN G-24.50-04

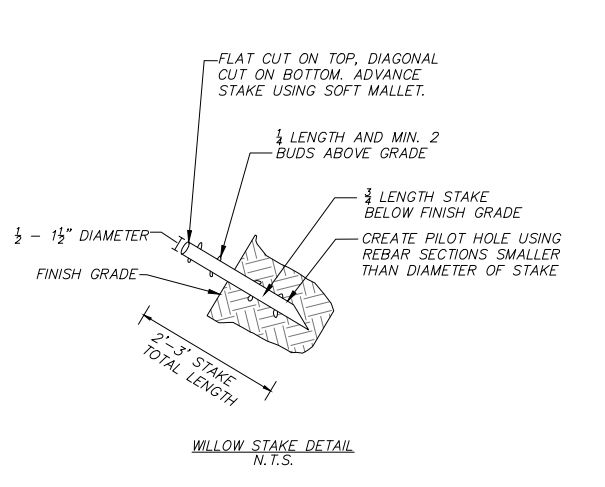
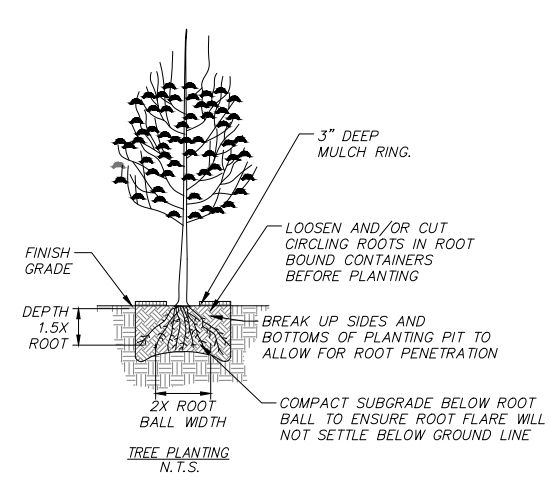
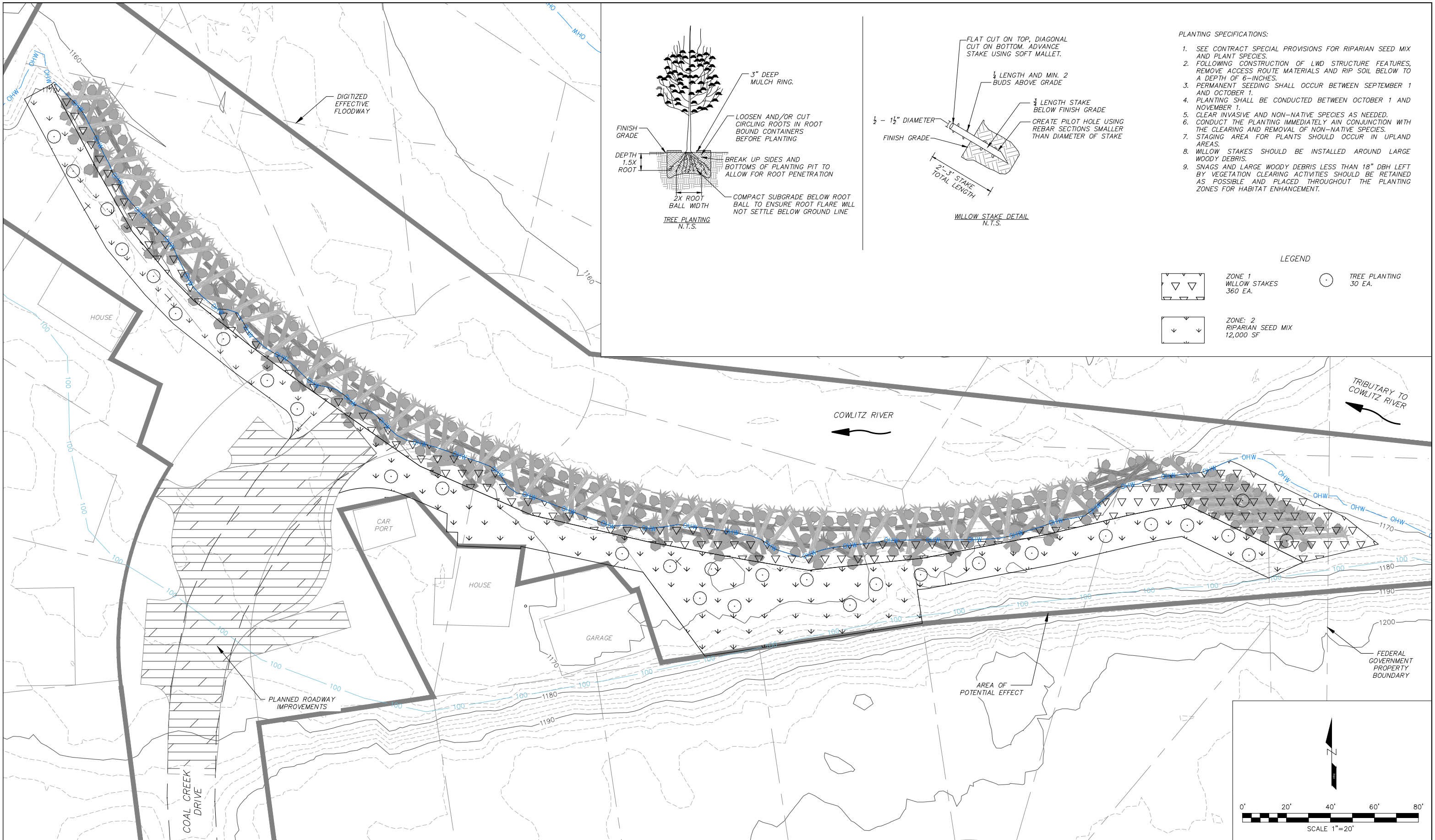
APPROACH RADIUS POINTS

CONSTRUCTION NOTE NUMBER	APPROACH CENTERLINE STATION	RADIUS	OFFSET	NORTHING	EASTING
2	0+22.03	20.00'	26.22' RIGHT	482709.51	1360515.63
3	0+24.16	10.00'	29.43' LEFT	482705.52	1360461.88
3	0+21.42	8.00'	27.43' RIGHT	482762.01	1360468.88
6	0+43.28	10.00'	14.72' LEFT	482790.55	1360464.08
6	0+41.81	10.00'	14.72' RIGHT	482815.43	1360479.89
7	0+31.92	5.00'	15.33' LEFT	482818.14	1360495.25
7	0+19.96	25.00'	14.67' LEFT	482810.80	1360504.71



NO.	DATE	BY	APP.

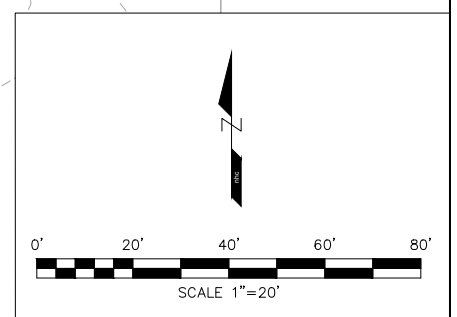




- PLANTING SPECIFICATIONS:**
1. SEE CONTRACT SPECIAL PROVISIONS FOR RIPARIAN SEED MIX AND PLANT SPECIES.
  2. FOLLOWING CONSTRUCTION OF LWD STRUCTURE FEATURES, REMOVE ACCESS ROUTE MATERIALS AND RIP SOIL BELOW TO A DEPTH OF 6-INCHES.
  3. PERMANENT SEEDING SHALL OCCUR BETWEEN SEPTEMBER 1 AND OCTOBER 1.
  4. PLANTING SHALL BE CONDUCTED BETWEEN OCTOBER 1 AND NOVEMBER 1.
  5. CLEAR INVASIVE AND NON-NATIVE SPECIES AS NEEDED.
  6. CONDUCT THE PLANTING IMMEDIATELY IN CONJUNCTION WITH THE CLEARING AND REMOVAL OF NON-NATIVE SPECIES.
  7. STAGING AREA FOR PLANTS SHOULD OCCUR IN UPLAND AREAS.
  8. WILLOW STAKES SHOULD BE INSTALLED AROUND LARGE WOODY DEBRIS.
  9. SNAGS AND LARGE WOODY DEBRIS LESS THAN 18" DBH LEFT BY VEGETATION CLEARING ACTIVITIES SHOULD BE RETAINED AS POSSIBLE AND PLACED THROUGHOUT THE PLANTING ZONES FOR HABITAT ENHANCEMENT.

**LEGEND**

	ZONE 1 WILLOW STAKES 360 EA.		TREE PLANTING 30 EA.
	ZONE 2 RIPARIAN SEED MIX 12,000 SF		



**Lewis County**  
 Department of Public Works  
 2025 N. E. KRESKY AVE.  
 CHEHALIS WA 98532  
 PHONE # (360) 740-1123  
 FAX # (360) 740-2719

DESIGNED BY : JML  
 DRAWN BY : MAO  
 CHECKED BY : ERR  
 DATE : 21 May 2018

NO.	DATE	REVISION	BY	APP.

**Coal Creek Drive  
 Long Term Bank Protection**

COUNTY MAINTENANCE PROJECT NO:  
 SM15F739300030  
 PLANTING PLAN

SHEET  
**12**  
 OF  
**12**

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