Lewis County Department of Public Works Engineering Division

CONTRACT PROVISIONS AND PLANS FOR THE:

STEARNS CREEK

TRIBUTARY CULVERT

REPLACEMENT PROJECT

(PLEASANT VALLEY ROAD MP 2.179) COUNTY MAINTENANCE PROJECT NO. 1603

June 2018

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



BOARD OF COUNTY COMMISSIONERS

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

TABLE OF CONTENTS

3	TABLE OF CONTENTS	1
4	AMENDMENTS TO THE STANDARD SPECIFICATIONS	1
5	SPECIAL PROVISIONS	7
6	1-01, DESCRIPTION OF WORK	7
7	1-01.3 Definitions	
8	1-02, BID PROCEDURES AND CONDITIONS	9
9	1-02.1 Prequalification of Bidders	9
10	1-02.1 Qualifications of Bidder	
11	1-02.2 Plans and Specifications	9
12	1-02.6 Preparation Of Proposal	10
13	1-02.12 Public Opening Of Proposal	
14	Date and Time of Bid Opening	10
15	1-02.13 Irregular Proposals	10
16	1-02.14 Disqualification of Bidders	
17	1-02.15 Pre Award Information	14
18	1-03, AWARD AND EXECUTION OF CONTRACT	14
19	1-03.1 Consideration of Bids	
20	1-03.2 Award of Contract	15
21	1-03.3 Execution of Contract	15
22	1-03.4 Contract Bond	15
23	1-04, SCOPE OF THE WORK	16
24	1-04.4 Changes	
25	1-05, CONTROL OF WORK	
26	1-05.7 Removal Of Defective And unauthorized Work	
27	1-05.13 Superintendents, Labor and Equipment of Contractor	
28	1-05.15 Method of Serving Notices	
29	1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	
30	1-07.2 State Taxes	
31	1-07.5 Environmental Regulations	
32	Environmental Commitments	
33	Wetlands and Water Quality	
34	1-07.6 Permits and Licenses	
35	1-07.7 Load Limits	
36	1-07.9 Wages	
37	1-07.11 Requirements For Nondiscrimination	
38	1-07.17 Utilities And Similar Facilities	
39	1-07.18 Public Liability and Property Damage Insurance	
40	1-07.18 Insurance	
41	1-07.18(1) General Requirements	
42	1-07.18(2) Additional Insured	
43	1-07.18(3) Subcontractors	

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

1

1	1-07.18(4) Verification of Coverage	30
2	1-07.18(5) Coverages and Limits	30
3	1-07.18(5)A Commercial General Liability	30
4	1-07.18(5)B Automobile Liability	
5	1-07.18(5)C Workers' Compensation	31
6	1-07.23, PUBLIC CONVENIENCE AND SAFETY	
7	1-07.23(1) Construction Under Traffic	31
8	1-08, PROSECUTION AND PROGRESS	32
9	1-08.0 Preliminary Matters	32
10	1-08.0(1) Preconstruction Conference	32
11	1-08.0(2) Hours of Work	32
12	1-08.1 Subcontracting	33
13	1-08.1(1) Subcontract Completion and Return of Retainage Witheld	34
14	1-08.3(2)A Type A Progress Schedule	35
15	1-08.4 Prosecution of Work	35
16	1-08.5 Time for Completion	36
17	1-08.9 Liquidated Damages	37
18	1-09, MEASUREMENT AND PAYMENT	37
19	1-09.9 Payments	37
20	1-09.9(1) Retainage	38
21	1-09.11 Disputes and Claims	
22	1-09.11(3) Time Limitation and Jurisdiction	
23	1-09.13 Claims Resolution	
24	1-09.13(3) Claims \$250,000 or Less	
25	1-09.13(4) Claims in Excess of \$250,000	
26	1-10, TEMPORARY TRAFFIC CONTROL	
27	1-10.2 Traffic Control Management	
28	1-10.2(1) General	
29	1-10.2(2) Traffic Control Plans	
30	1-10.2(3) Conformance to Established Standards	
31	1-10.4 Measurement	
32	1-10.4(1) Lump Sum Bid for Project (No Unit Items)	
33	EXISTING SIGNS	
34	2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS	
35	2-02.1 Description	
36	2-02.3 Construction Requirements	
37	2-02.3(2) Removal of Bridges, Box Culverts, and other Drainage Structures	
38	2-02.4 Measurement	
39	2-02.5 Payment	
40	2-03, ROADWAY EXCAVATION AND EMBANKMENT	43
41	2-03.3 Construction Requirements	43
41 42	2-03.3 Construction Requirements 2-03.3(7) Disposal of Surplus Material	<i>43</i> 43
	2-03.3 Construction Requirements 2-03.3(7) Disposal of Surplus Material 2-03.4 Measurement	43 43 43
42	 2-03.3 Construction Requirements	43 43 43 44
42 43	 2-03.3 Construction Requirements	43 43 43 44
42 43 44	 2-03.3 Construction Requirements	43 43 43 44 44 44
42 43 44 45	 2-03.3 Construction Requirements	43 43 43 44 44 46

1	2-09.5 Payment	46
2	3-01 PRODUCTION FROM QUARRY AND PIT SITES	46
3	3-01.4 Contractor Furnished Material Sources	46
4	3-01.4(1) Acquisition and Development	46
5	4-04, BALLAST AND CRUSHED SURFACING	
6	4-04.1 Description	
7	4-04.2 Materials	47
8	4-04.3 Construction Requirements	47
9	4-04.3(5) Shaping and Compacting	47
10	4-04.4 Measurement	48
11	4-04.5 Payment	48
12	5-04, HOT MIX ASPHALT	48
13	5-04.1 Description	48
14	5-04.3 Construction Requirements	49
15	5-04.3(3) Hot Mix Asphalt Pavers	49
16	5-04.3(7) Preparation of Aggregates	49
17	5-04.3(7)A Mix Design	49
18	5-04.3(7)A1 General	
19	5-04.3(7)A2 Statistical or Nonstatistical Evaluation	49
20	5-04.3(7)A2 Nonstatistical and Commercial Evaluation	
21	5-04.3(8)A1, General	
22	5-04.3(8)A1, General	50
23	5-04.3(8)A4, Definition of Sampling Lot and Sublot	50
24	5-04.3(8)A5 Test Results	51
25	5-04.3(8)A6 Test Methods	51
26	5-04.3(8)A6 Test Methods	51
27	5-04.3(9) Spreading and Finishing	
28	OveragesError! Bookmark not o	lefined.
29	5-04.3(10) Compaction	51
30	5-04.3(10)B Control	51
31	5-04.3(12) Joints	53
32	Sealing Joints and Feather Ends	53
33	5-04.4 Measurement	53
34	5-04.5 Payment	53
35	5-04.5(1) Quality Assurance Price Adjustment	53
36	5-04.5(1)B Price Adjustments for Quality of HMA Compaction	53
37	6-02 Concrete Structures	54
38	6-02.1 Description	54
39	6-02.3 Construction Requirements	54
40	6-02.3(28)E Finishing	54
41	Precast Reinforced Concrete Structures	54
42	6-02.3(28)I Erection	
43	6-02.4 Measurement	55
44	6-02.5 Payment	55
45	8-01, EROSION CONTROL AND WATER POLLUTION CONTROL	55
46	8-01.3 Construction Requirements	
47	(*****)	55
48	8-01.3(2) Seeding, Fertilizing, and Mulching	56

1	8-01.3(2)B Seeding and Fertilizing	
2	8-01.3(2)D Mulching	
3	8-01.3(2)E Tackifiers	
4	8-01.3(7) Stabilized Construction Entrance	57
5	8-01.3(9)A Silt Fence	57
6	8-01.4 Measurement	
7	8-01.5 Payment	
8	8-02 ROADSIDE RESTORATION	
9	8-02.1 Description	
10	8-02.3 Construction Requirements	
11	Planting Mitigation Construction	
12	8-02.4 Measurement	
13	8-02.5 Payment	
14	8-15 RIPRAP	
15	8-15.2 Materials	
16	8-15.3 Construction Requirements	
17	8-15.4 Measurement	
18	8-15.5 Payment	
19	8-23, TEMPORARY PAVEMENT MARKINGS	
20	8-23.4 Measurement	
21	8-23.5 Payment	
22	(*****)	
23	SECTION 9-02, BITUMINOUS MATERIALS	
24	9-02.1 Asphalt Material, General 9-03 AGGREGATES	
25	9-03.8 Aggregates for Hot Mix Asphalt	
26	9-03.8 (2) HMA Test Requirements	
27	9-03.8(7) HMA Test Requirements	
28	POWER EQUIPMENT	
29	E-VERIFY	
30 31	BOND	
32	LEWIS COUNTY ESTIMATES AND PAYMENT POLICY	
33	APPENDICES	
34	STANDARD PLANS	
04		
35		75
36	TRAFFIC CONTROL PLAN	
37	APPENDIX B	
38	WASHINGTON STATE PREVAILING WAGE RATES	
39		
40		81
41	BID PROPOSAL DOCUMENTS	
42		91

1	CONTRACT DOCUMENTS	
2	CONTRACT BOND FOR Bond No	
3	POWER EQUIPMENT LIST	
4	APPENDIX F	
5	Permit documents	
		404
6	APPENDIX G	
6 7	STANDARD PLANS	
6 7 8		
6 7 8 9	STANDARD PLANS	

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard
 Specifications for Road, Bridge, and Municipal Construction.

4

5

AMENDMENTS TO THE STANDARD SPECIFICATIONS

6 The following Amendments to the Standard Specifications are made a part of this contract and supersede 7 any conflicting provisions of the Standard Specifications. For informational purposes, the date following 8 each Amendment title indicates the implementation date of the Amendment or the latest date of revision. 9 10 Each Amendment contains all current revisions to the applicable section of the Standard Specifications 11 and may include references which do not apply to this particular project. 12 13 Section 1-02, Bid Procedures and Conditions 14 April 2, 2018 15 1-02.6 Preparation of Proposal 16 Item number 1 of the second paragraph is revised to read: 17 18 1. A unit price for each item (omitting digits more than two places to the right of the decimal point), 19 20 In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read "WSDOT Form 21 422-031U". 22 23 The following is inserted after the third sentence of the fourth paragraph: 24 25 Bidders shall submit a UDBE Broker Agreement documenting the fees or commissions charged by 26 the Broker for any Broker listed on the UDBE Utilization Certification in accordance with the Special 27 Provisions. Bidders shall submit a completed UDBE Trucking Credit Form for each UDBE Trucking 28 firm listed on the UDBE Utilization Certification in accordance with the Special Provisions. WSDOT 29 Form 272-058 is available for this purpose. 30 31 The following new paragraph is inserted before the last paragraph: 32 33 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance 34 form (WSDOT Form 272-009). Failure to return this certification as part of the Bid Proposal package 35 will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law 36 Compliance form is included in the Proposal Forms. 37 38 1-02.13 Irregular Proposals 39 Item 1(h) is revised to read: 40 41 h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith Effort 42 documentation, if applicable, as required in Section 1-02.6, or if the documentation that is 43 submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was 44 made: 45 46

- Item 1(i) is revised to read the following three items:
 - The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Trucking Credit Form, if applicable, as required in Section 1-02.6, or if the Form that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Broker Agreement, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that the fee/commission is reasonable as determined by the Contracting Agency; or
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

15 SECTION 1-05, CONTROL OF WORK

- ¹⁶ April 2, 2018
- 17 1-05.9 Equipment
- ¹⁸ The following new paragraph is inserted before the first paragraph:
- Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and
 vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The
 Engineer will reject equipment from the site until it returns clean.
- ²³ This section is supplemented with the following:
- ²⁵ ²⁶ Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative ²⁷ debris from equipment before removing it from the job site.
- 28

1

3

4

5 6

7

8

9

10 11

12

13 14

19

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

³⁰ April 2, 2018

31 1-07.5 Environmental Regulations

- ³² This section is supplemented with the following new subsections:
- ³³ ³⁴ 1-07.5(5) U.S. Army Corps of Engineers

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

36 37

35

43

44

48

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

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

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

1-07.5(1) General

1

- The first sentence is deleted and replaced with the following: 2 3 No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in 4 the Contract. 5 6 The third paragraph is deleted. 7 8 1-07.5(2) State Department of Fish and Wildlife 9 This section is revised to read: 10 11 In doing the Work, the Contractor shall: 12 13 1. Not degrade water in a way that would harm fish, wildlife, or their habitat. 14 15 2. Not place materials below or remove them from the ordinary high water line except as may 16 be specified in the Contract. 17 18 Not allow equipment to enter waters of the State except as specified in the Contract. 3. 19 20 4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise. 21 22 5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water. 23 24 6. Ensure continuous stream flow downstream of the Work area. 25 26 7. Dispose of any project debris by removal, burning, or placement above high-water flows. 27 28 8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result 29 of project activities, fish are observed in distress or a fish kill occurs. 30 31 If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting 32 Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those 33 areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above 34 shall be incidental to Contract pay items. 35 36 1-07.7(1) General 37 The first sentence of the third paragraph is revised to read: 38 39 When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the 40 Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2). 41 42 The first sentence of the last paragraph is revised to read: 43
 - Unit prices shall cover all costs for operating over Structures, culverts and pipes.
- 45 46

44

47 **1-07.9(2)** Posting Notices

1	The sec	cond	sentence of the first paragraph (up until the colon) is revised to read:	
2 3	Th	e Co	ntractor shall ensure the most current edition of the following are posted:	
4 5	In items	s 1 th	rough 10, the revision dates are deleted.	
6 7	1-07.11	(2)	Contractual Requirements	
8	In this s	sectio	on, "creed" is revised to read "religion".	
9 0	ltem nu	ımbe	rs 1 through 9 are revised to read 2 through 10, respectively.	
1 2	After th	e pre	eceding Amendment is applied, the following new item number 1 is inserted:	
3 4 5 6	1.		e Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility d intimidation at all times. Behaviors that violate this requirement include but are not limited	
7 8		a.	Persistent conduct that is offensive and unwelcome.	
9		b.	Conduct that is considered to be hazing.	
2		C.	Jokes about race, gender, or sexuality that are offensive.	
3 4 5 6		d.	Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person's ability to perform their job or creates an intimidating, hostile, or offensive work environment.	
		e.	Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.	
		f.	Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual's reputation.	
	1-07.11	(5)	Sanctions	
i	This se	ction	is supplemented with the following:	
; ; ;	em	ploy	ately upon the Engineer's request, the Contractor shall remove from the Work site any ee engaging in behaviors that promote harassment, humiliation, fear or intimidation including limited to those described in these specifications.	
	1-07.11	(6)	Incorporation of Provisions	
2	The firs	st ser	atence is revised to read:	
3 4 5 6	The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.			
7 8	1-07.18	1-07.18 Public Liability and Property Damage Insurance		

- Item number 1 is supplemented with the following new sentence:
- This policy shall be kept in force from the execution date of the Contract until the Physical Completion
- 4 Date.
- 5

INTRODUCTION

2 3 4 5	The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing Amendments to the Standard Specifications.			
6 7 8 9 10 11	The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual, together with the Special Provisions and the attached plans hereinafter contained, covering all work specified under this contract are incorporated and hereby made a part of this contract. The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual.			
12 13 14	Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:			
15 16 17 18 19	(date) (*****)General Special Provision(*****)Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.(APWA GSP)American Public Works Association General Special Provision			
20 21 22 23	General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".			
24 25 26				
27 28 29	The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of this contract:			
30 31 32 33 34 35 36 37	Wherever the word "State" or "Contracting Agency" is used it shall mean Lewis County; that wherever the words "Secretary (Secretary of Transportation)" are used they shall mean Lewis County Engineer; that wherever the words "State Treasurer" are used they shall mean Lewis County Treasurer; that wherever the words "State Auditor" are used they shall mean Lewis County Auditor; that wherever the words "Motor Vehicle Fund" are used they shall mean Lewis County Road Fund.			
38	SPECIAL PROVISIONS			
39 40 41	DIVISION 1 GENERAL REQUIREMENTS			
42	1-01, DESCRIPTION OF WORK			
43	(March 13, 1995)			
44 45 46 47 48 49	This contract provides for the improvement of *** Stearns Creek Tributary Culvert (Pleasant Valley Rd MP 2.179) by installing a stream bypass, traffic detour, removing the existing concrete culvert, structure excavation, channel excavation, precast concrete split-box culvert installation, streambed restoration, road restoration with HMA, guardrail, hydroseeding *** and other related work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.			

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

1-01.3 Definitions

2	(January 4, 2016 APWA GSP)
3 4 5	Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:
6	Dates
7	
8 9	Bid Opening Date The date on which the Contracting Agency publicly opens and reads the Bids.
10	Award Date
11 12	The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.
13 14	Contract Execution Date The date the Contracting Agency officially binds the Agency to the Contract.
15 16	<i>Notice to Proceed Date</i> The date stated in the Notice to Proceed on which the Contract time begins.
17	Substantial Completion Date
18	The day the Engineer determines the Contracting Agency has full and unrestricted use and
19	benefit of the facilities, both from the operational and safety standpoint, any remaining traffic
20	disruptions will be rare and brief, and only minor incidental work, replacement of temporary
21 22	substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.
23	Physical Completion Date
24	The day all of the Work is physically completed on the project. All documentation required by
25 26	the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.
27	Completion Date
28	The day all the Work specified in the Contract is completed and all the obligations of the
29	Contractor under the contract are fulfilled by the Contractor. All documentation required by the
30 31	Contract and required by law must be furnished by the Contractor before establishment of this date.
32	Final Acceptance Date
33 34	The date on which the Contracting Agency accepts the Work as complete.
35 36	Supplement this Section with the following:
37	All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions,
38	to the terms "Department of Transportation", "Washington State Transportation Commission",
39	"Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer"
40	shall be revised to read "Contracting Agency".
41	
42	All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless
43	the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.
44	ובשטומנוטוו, טו נווב נטוונבגו ובמסטומטוץ וווטונמובט טנוובו שוטב.
45 46	All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
47	designated location".
48	-
49	All references to "final contract voucher certification" shall be interpreted to mean the Contracting
50	Agency form(s) by which final payment is authorized, and final completion and acceptance granted.
51	

Additive

1

2

3 4

5

6

7

8 9

11 12

14

17

18

20

24

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which

may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

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

Business Day 10

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

Contract Bond 13

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a 15 Performance Bond. 16

Contract Documents

See definition for "Contract". 19

Contract Time 21

The period of time established by the terms and conditions of the Contract within which the Work 22 must be physically completed. 23

Notice of Award 25

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting 26 Agency's acceptance of the Bid Proposal. 27

28 Notice to Proceed 29

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and 30 directing the Contractor to proceed with the Work and establishing the date on which the Contract 31 time begins. 32

33 Traffic 34

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian 35 traffic. 36

37

39

41

43

45 46

47

50

1-02, BID PROCEDURES AND CONDITIONS 38

1-02.1 Pregualification of Bidders 40

Delete this Section and replace it with the following: 42

1-02.1 Qualifications of Bidder 44

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and gualified to be awarded a public 48 works project. 49

1-02.2 Plans and Specifications 51

(*****) 52

1 2	The first paragraph of section 1-02.2 is revised to read:
3	Copies of the plans and specifications are on file in the office of:
5 6 7 8 9	Lewis County Public Works Department 2025 N.E. Kresky Avenue Chehalis, Washington 98532 (360) 740-2612
10 11	The second paragraph of section 1-02.2 is revised to read:
12 13 14 15 16	Prospective bidders may obtain plans and specifications from Lewis County Public Works Department in Chehalis, Washington or download from Lewis County Website at www.lewiscountywa.gov .
17	1-02.6 Preparation Of Proposal
18 19 20 21	(August 2, 2004) The fifth and sixth paragraphs of Section 1-02.6 are deleted.
22 23	1-02.12 Public Opening Of Proposal (******)
24 25	Section 1-02.12 is supplemented with the following:
26 27 28 29 30 31	Date and Time of Bid Opening 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 June 26, 2018 , at the Lewis County Courthouse, Chehalis, Washington, for the Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603.
32 33 34 35 36	SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, June 26, 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.)
 37 38 39 40 41 42 43 44 44 	Delivery and Marking of Sealed Bid Proposals 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: <i>"SEALED BID FOR THE STEARNS CREEK TRIBUTARY CULVERT REPLACEMENT PROJECT (PLEASANT VALLEY RD MP 2.179), CMP-1603, TO BE OPENED ON OR AFTER 11:00 A.M. ON JUNE 26, 2018".</i>
45 46 47	1-02.13 Irregular Proposals (June 20, 2017 APWA GSP)
48 49	Delete this section and replace it with the following:
50 51 52 53 54	 A Proposal will be considered irregular and will be rejected if: The Bidder is not prequalified when so required; The authorized Proposal form furnished by the Contracting Agency is not used or is altered;

1	С.	The completed Proposal form contains any unauthorized additions, deletions, alternate
2		Bids, or conditions;
3	d.	The Bidder adds provisions reserving the right to reject or accept the award, or enter into
4		the Contract;
5	e.	A price per unit cannot be determined from the Bid Proposal;
6	f.	The Proposal form is not properly executed;
7	g.	The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
8		required in Section 1-02.6;
9	h.	The Bidder fails to submit or properly complete an Underutilized Disadvantaged
10		Business Enterprise Certification, if applicable, as required in Section 1-02.6;
11	i.	The Bidder fails to submit written confirmation from each UDBE firm listed on the
12		Bidder's completed UDBE Utilization Certification that they are in agreement with the
13		bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or
14		if the written confirmation that is submitted fails to meet the requirements of the Special
15		Provisions;
16	j	The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as
17		required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate
18		that a Good Faith Effort to meet the Condition of Award was made;
19	k.	The Bid Proposal does not constitute a definite and unqualified offer to meet the material
20		terms of the Bid invitation; or
21	Ι.	More than one Proposal is submitted for the same project from a Bidder under the same
22		or different names.
23		
24	2. A Prop	posal may be considered irregular and may be rejected if:
25	a.	The Proposal does not include a unit price for every Bid item;
26	b.	Any of the unit prices are excessively unbalanced (either above or below the amount of
27		a reasonable Bid) to the potential detriment of the Contracting Agency;
28	С.	Receipt of Addenda is not acknowledged;
29	d.	A member of a joint venture or partnership and the joint venture or partnership submit
30		Proposals for the same project (in such an instance, both Bids may be rejected); or
31	e.	If Proposal form entries are not made in ink.
32	1-02 14 Disa	ualification of Bidders
33 34	•	7 APWA GSP, Option B)
35	(001) 01, 2011	
36	Delete this se	ction and replace it with the following:
37		ouori and replace it with the following.
38	A Bidde	r will be deemed not responsible if the Bidder does not meet the mandatory bidder
39		ibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria
40	•	d in this Section.
41		
42	The Cor	ntracting Agency will verify that the Bidder meets the mandatory bidder responsibility
43		n RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets
44		nental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.
45	Cappion	
46	In additio	on, the Bidder shall submit to the Contracting Agency a signed "Certification of
40		ince with Wage Payment Statutes" document where the Bidder under penalty of perjury
48	•	that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350
49		ion (1)(g). A form appropriate for "Certification of Compliance with Wage Payment
50		" will be provided by the Contracting Agency in the Bid Documents. The form provided in
51		Documents shall be submitted with the Bid as stated in Section 1-02.9.
52		
53	1. <u>De</u>	linguent State Taxes
54		

1		Α	Criterion: The Bidder shall not owe delinquent taxes to the Washington State
2			Department of Revenue without a payment plan approved by the Department of
3			Revenue.
4			
5		B.	Documentation: The Bidder shall not be listed on the Washington State Department of
6		2.	Revenue's "Delinquent Taxpayer List" website:
			http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx , or if they are so listed,
7			they must submit a written payment plan approved by the Department of Revenue, to
8			the Contracting Agency by the deadline listed below.
9			the contracting Agency by the deadline listed below.
10	2.	Ea	ideral Debarment
11	Ζ.	ге	ederal Debarment
12		۸	Criterian: The Ridder shall not currently be deharred or supported by the Ecderal
13		A	Criterion: The Bidder shall not currently be debarred or suspended by the Federal
14			government.
15		-	Descriptions The Diddes shall as the listed as beginning "soften such size" as the
16		В.	Documentation: The Bidder shall not be listed as having an "active exclusion" on the
17			U.S. government's "System for Award Management" database (www.sam.gov).
18		-	
19	3.	Su	Ibcontractor Responsibility
20			
21		Α	
22			responsibility language required by RCW 39.06.020, and the Bidder shall have an
23			established procedure which it utilizes to validate the responsibility of each of its
24			subcontractors. The Bidder's subcontract form shall also include a requirement that
25			each of its subcontractors shall have and document a similar procedure to determine
26			whether the sub-tier subcontractors with whom it contracts are also "responsible"
27			subcontractors as defined by RCW 39.06.020.
28			,
29		В.	Documentation: The Bidder, if and when required as detailed below, shall submit a copy
30			of its standard subcontract form for review by the Contracting Agency, and a written
31			description of its procedure for validating the responsibility of subcontractors with which
32			it contracts.
33			
34	4.	CL	aims Against Retainage and Bonds
			anno Agamot Rotanago ana Bonao
35		А	Criterion: The Bidder shall not have a record of excessive claims filed against the
36		~	retainage or payment bonds for public works projects in the three years prior to the bid
37			submittal date, that demonstrate a lack of effective management by the Bidder of making
38			
39			timely and appropriate payments to its subcontractors, suppliers, and workers, unless
40			there are extenuating circumstances and such circumstances are deemed acceptable to
41			the Contracting Agency.
42		-	Descriptions The Didden if and other as a start of the line is the
43		В.	Documentation: The Bidder, if and when required as detailed below, shall submit a list of
44			the public works projects completed in the three years prior to the bid submittal date that
45			have had claims against retainage and bonds and include for each project the following
46			information:
47			
48			Name of project
49			 The owner and contact information for the owner;
50			 A list of claims filed against the retainage and/or payment bond for any of the
51			projects listed;
52			A written explanation of the circumstances surrounding each claim and the ultimate
53			resolution of the claim.
54			
	01	als Trib	Nutary Culvert Penlacement Project

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

5. **Public Bidding Crime**

- A <u>Criterion</u>: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. <u>Termination for Cause / Termination for Default</u>

- A <u>Criterion</u>: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. Lawsuits

- A <u>Criterion</u>: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts
- As evidence that the Bidder meets Supplemental Criteria 3-7 stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets supplemental criteria 3-7 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-7. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

- The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.
- If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria 8 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in 9 writing, with the reasons for its determination. If the Bidder disagrees with this determination, it 10 may appeal the determination within two (2) business days of the Contracting Agency's 11 determination by presenting its appeal and any additional information to the Contracting Agency. 12 The Contracting Agency will consider the appeal and any additional information before issuing its 13 final determination. If the final determination affirms that the Bidder is not responsible, the 14 Contracting Agency will not execute a contract with any other Bidder until at least two business 15 days after the Bidder determined to be not responsible has received the Contracting Agency's 16 final determination. 17
- Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with 19 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria 20 may make or submit requests to the Contracting Agency to modify the criteria. Such requests 21 shall be in writing, describe the nature of the concerns, and propose specific modifications to the 22 criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) 23 business days prior to the bid submittal deadline and address the request to the Project Engineer 24 or such other person designated by the Contracting Agency in the Bid Documents. 25

26 1-02.15 Pre Award Information

(August 14, 2013 APWA GSP) 28

- Revise this section to read:
- Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:
- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used.
- Samples of these materials for guality and fitness tests,
- A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item, 39
 - 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the 41 work is located. 42
 - 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.
- 44 45

43

1

2

3

4

5

6 7

18

27

29

30 31

32 33

34

35

36

37

38

40

- 1-03, AWARD AND EXECUTION OF CONTRACT 46
- 47 1-03.1 Consideration of Bids 48
- (*****) 49
- 50

51

Section 1-03.1 is supplemented with the following:

- Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for this reason, this project may be deferred for re-advertising for bids until a more competitive situation exists.
- 1-03.2 Award of Contract
- (*****)

1

2

3

4

5 6

7

8

9 10

11

12

13 14

15

16 17

19

20 21

22

23

Section 1-03.2 is supplemented with the following:

The Contracting Agency Reserves the right to delay Contract Construction activities until all Permitting agencies have concurred with Contract Plans and issued permits and all Right-of Way has been acquired.

- 1-03.3 Execution of Contract
- (October 1, 2005 APWA GSP)
- Revise this section to read: 18

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

Within 15 calendar days after the award date, the successful bidder shall return the signed 24 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and 25 a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the 26 Contracting Agency, the successful bidder shall provide any pre-award information the Contracting 27 Agency may require under Section 1-02.15. 28

29

34

37

38 39

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor 30 shall any work begin within the project limits or within Contracting Agency-furnished sites. The 31 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered 32 before the contract is executed by the Contracting Agency. 33

If the bidder experiences circumstances beyond their control that prevents return of the contract 35 documents within the calendar days after the award date stated above, the Contracting Agency may 36 grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond 40

(July 23, 2015 APWA GSP) 41

Delete the first paragraph and replace it with the following:

43 44

42

51

52

53

The successful bidder shall provide executed payment and performance bond(s) for the full contract 45 amount. The bond may be a combined payment and performance bond; or be separate payment 46 and performance bonds. In the case of separate payment and performance bonds, each shall be 47 for the full contract amount. The bond(s) shall: 48

- 1. Be on Contracting Agency-furnished form(s); 49
- Be signed by an approved surety (or sureties) that: 50
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

- Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
 - Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

²¹ **1-04, SCOPE OF THE WORK**

22 **1-04.4 Changes**

23 (*****)

1

2

3

4

5

6

7

8

9

10

13

14

20

25

28

31

²⁴ Section 1-04.4 is supplemented with the following:

26 Quarry Spalls and Gravel Backfill for Unsuitable Base Material (Quarry Spalls) shall not be subject to 27 price adjustment for increased or decreased quantity.

²⁹ **1-05, CONTROL OF WORK**

³⁰ (March 13, 1995)

³² 1-05.7 Removal Of Defective And unauthorized Work

- 33 (October 1, 2005 APWA GSP)
- 34

36

41

³⁵ Supplement this section with the following:

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

- If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.
- ⁴⁸ Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying ⁵⁰ defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by

- the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the 1 Contractor. Such direct and indirect costs shall include in particular, but without limitation, 2 compensation for additional professional services required, and costs for repair and replacement of 3 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's 4 unauthorized work. 5
- No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by 8 this Section.
- The rights exercised under the provisions of this section shall not diminish the Contracting Agency's 11 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's 12 failure to perform the work as required. 13

1-05.13 Superintendents, Labor and Equipment of Contractor 15

- (August 14, 2013 APWA GSP) 16
- Delete the sixth and seventh paragraphs of this section. 18

1-05.15 Method of Serving Notices 20

- (March 25, 2009 APWA GSP) 21
- Revise the second paragraph to read: 22
- 23 24

6

7

9 10

14

17

19

All correspondence from the Contractor shall be directed to the Project Engineer. All

correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, 25

- or other correspondence constituting notification required to be furnished under the Contract, must 26
- be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. 27
- Electronic copies such as e-mails or electronically delivered copies of correspondence will not 28
- constitute such notice and will not comply with the requirements of the Contract. 29

30

1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC 31

32 33

34

36

37

1-07.2 State Taxes

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

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

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

- 45 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract 46 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) 47 describes this exception. 48
- 49 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-50 funded Project) only if the Contractor has obtained from the Washington State Department of 51
- Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). 52

The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed

relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

15

1

2

3 4

5 6

7

8

9

10

11

12

13

14

16 17

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing 18 buildings, or other structures, upon real property. This includes, but is not limited to, the 19 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and 20 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and 21 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, 22 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless 23 such power lines become a part of a street or road lighting system; and installing or attaching of any 24 article of tangible personal property in or to real property, whether or not such personal property 25 becomes a part of the realty by virtue of installation.

26 27

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail 28 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to 29 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales 30 tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following 31 exception. 32

33

38

39 40

41

42

43 44

47

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a 34 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable 35 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item 36 prices or in any other contract amount. 37

1-07.2(3) Services

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

1-07.5 Environmental Regulations 45

- Section 1-07.5 is supplemented with the following: 46
- (September 20, 2010) 48
- **Environmental Commitments** 49

The following Provisions summarize the requirements, in addition to those required elsewhere in the 50 Contract, imposed upon the Contracting Agency by the various documents referenced in the Special 51 Provision Permits and Licenses. Throughout the work, the Contractor shall comply with the 52

following requirements: 53

54

General

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

Wetlands and Water Quality

The following restrictions and requirements pertain to work throughout the project limits:

(August 3, 2009)

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 natural flow rate of the stream at the time of discharge. Before discharging to the stream, the Contractor shall request the Engineer to sample the water to ensure the water is in compliance with water quality standards.

(August 3, 2009)

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.

- ²⁴ (February 25, 2013)
- 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 <u>Permits and Licenses</u>). 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.
 - (February 25, 2013)
 - Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.
- ³⁶ (February 25, 2013)
 - Any temporary fills placed must be removed in their entirety and the affected areas returned to their pre-construction elevation.

(August 3, 2009)

The Contractor shall notify the Engineer a minimum of 10 calendar days prior to commencing any work in environmentally sensitive areas, mitigation area, 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 view 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.

(August 3, 2009)

⁴⁹ No Contractor staging areas will be allowed within *** 50 *** feet of any waters of the State
 ⁵⁰ including wetlands. Refueling or storage of hazardous substances shall occur at least 200
 ⁵¹ feet away from any waters of the State including wetlands. All staging, stockpile and
 ⁵² refueling areas shall be within the limits of the Area of Potential Effect as depicted on the
 ⁵³ TESC Sheet in the Construction Plans.

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

(August 3, 2009)

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(September 20, 2010)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

18

1

2

4

5

6 7

8

9 10

Permit, Approval, Certification or Concurrence	Permitting Agency
Section 404 Nationwide Permit 27	US Army Corps of Engineers (USACE)
Section 106 Concurrence	Department of Archaeology and Historic Preservation (DAHP)
Hydraulic Permit Approval	Washington Department of Fish and Wildlife

19 20

21

22

26

27

28

29

30 31

32

33 34

35

39

40

41

42 43

44

45

The contractor shall ensure that all permit conditions have been read, understood and will be complied with. The Project Environmental Review Form must be signed by the contractor to document this.

²³ 24 **1-07.7 Load Limits**

- ²⁵ Section 1-07.7 is supplemented with the following:
 - (*****)
 - If the source of materials provided by the Contractor necessitates hauling over roads other than Lewis County roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.
 - Any vehicle providing material paid for by the ton, on the project, will provide licensed tonnage for that vehicle.

1-07.9 Wages

36 37 General

- ³⁸ 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
- 46 State prevailing wage rates for public works contracts are included in this contract and show a 47 separate listing for the occupation:
- 48

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

1 2 3 4		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.
5 6 7 8		In addition, federal wage rates that are included in this contract may also include occupation descriptions in Federal Occupational groups for work also specifically identified with landscaping such as:
9 10		Laborers with the occupation description, Landscaping or Planting, or
10 11 12		Power Equipment Operators with the occupation description, Mulch Seeding Operator.
13 14 15 16		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.
17 18 19 20 21		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
22 23 24 25 26		submit Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate available at <u>http://www.wdol.gov/docs/sf1444.pdf</u> , 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 federal classification wage rate.
27 28 29		Requirements For Nondiscrimination 1-07.11 is supplemented with the following:
30 31 32 33	Rec	gust 5, 2013) guirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 246)
34 35 36	1.	The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
37 38 39 40 41	2.	The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:
42 43		Women - Statewide
44 45 46		<u>Timetable</u> <u>Goal</u>
46 47 48 49		Until further notice 6.9% Minorities - by Standard Metropolitan Statistical Area (SMSA)

	Chakana M/A	
1	Spokane, WA:	
2	SMSA Counties:	
3	Spokane, WA 2.8	
4	WA Spokane. Non-SMSA Counties 3.0	
5		۱۸/۸
6	WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,	VVA
7	Pend Oreille; WA Stevens; WA Whitman.	
8	Richland, WA	
9	SMSA Counties:	
10	Richland Kennewick, WA 5.4	
11	WA Benton; WA Franklin.	
12	Non-SMSA Counties 3.6	
13	WA Walla Walla.	
14		
15	Yakima, WA:	
16	SMSA Counties:	
17	Yakima, WA 9.7	
18	WA Yakima.	
19	Non-SMSA Counties 7.2	
20	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
21	WA Chelan, WA Douglas, WA Chant, WA Millias, WA Chanogan.	
22	Seattle, WA:	
23	SMSA Counties:	
24	Seattle Everett, WA 7.2	
25	WA King; WA Snohomish.	
26 27	Tacoma, WA 6.2	
28	WA Pierce.	
20	Non-SMSA Counties 6.1	
30	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA L	ewis [.]
31	WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA What	
32		/01111
33	Portland, OR:	
34	SMSA Counties:	
35	Portland, OR-WA 4.5	
36	WA Clark.	
37	Non-SMSA Counties 3.8	
38	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
39		
40	These goals are applicable to each nonexempt Contractor's total on-site construction	
41	workforce, regardless of whether or not part of that workforce is performing work on a Fe	deral,
42	or federally assisted project, contract, or subcontract until further notice. Compliance wit	h
43	these goals and time tables is enforced by the Office of Federal Contract compliance	
44	Programs.	
45		
46	The Contractor's compliance with the Executive Order and the regulations in 41 CFR Pa	rt 60-
47	4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmat	ve
48	action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effe	orts to
49	meet the goals. The hours of minority and female employment and training must be	
50	substantially uniform throughout the length of the contract, in each construction craft and	
51	each trade, and the Contractor shall make a good faith effort to employ minorities and we	
52	evenly on each of its projects. The transfer of minority or female employees or trainees f	rom
53	Contractor to Contractor or from project to project for the sole purpose of meeting the	
54	Contractor's goal shall be a violation of the contract, the Executive Order and the regulat	ions

in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:
 - U.S. Department of Labor Office of Federal Contract Compliance Programs Pacific Region Attn: Regional Director San Francisco Federal Building 90 – 7th Street, Suite 18-300 San Francisco, CA 94103(415) 625-7800 Phone (415) 625-7799 Fax
 - Additional information may be found at the U.S. Department of Labor website: http://www.dol.gov/ofccp/TAguides/ctaguide.htm
 - 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

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

1. As used in these specifications:

1

2

4

5

6

7

8

10

11 12

13

14

15

16

17

18

19 20

21

22 23

24

25 26

27

28 29

30 31

32

33 34

35

36 37

38

39 40

41 42

43 44

45

46

47 48

49

50

- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.

- (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor's toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to

1 2 3 4		each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
5 6 7 8 9	b.	Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
10 11 12 13 14 15 16 17 18	C.	Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
19 20 21 22 23 24	d.	Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
25 26 27 28 29 30 31	e.	Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
32 33 34 35 36 37 38 39 40	f.	Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
41 42 43 44 45 46 47 48 49	g.	Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
50 51 52 53	h.	Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other

1 2			Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
3 4 5 6 7 8 9 10 11		i.	Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
12 13 14 15 16		j.	Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
17 18 19		k.	Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
20 21 22 23		I.	Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
24 25 26 27 28		m.	Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
29 30 31 32		n.	Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
33 34 35 36 37		0.	Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
38 39 40		p.	Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
41 42 43 44 45 46 47 48 49 50 51 52 53 54	8.	one or m associat Contract obligatio participa the empl the prog makes a to docum Contract	tors are encouraged to participate in voluntary associations which assist in fulfilling nore of their affirmative action obligations (7a through 7p). The efforts of a contractor ion, joint contractor-union, contractor-community, or other similar group of which the tor is a member and participant, may be asserted as fulfilling any one or more of the ns under 7a through 7p of this Special Provision provided that the Contractor actively ites in the group, makes every effort to assure that the group has a positive impact on loyment of minorities and women in the industry, ensure that the concrete benefits of ram are reflected in the Contractor's minority and female work-force participation, a good faith effort to meet its individual goals and timetables, and can provide access nentation which demonstrate the effectiveness of actions taken on behalf of the tor. The obligation to comply, however, is the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The 1 Contractor, however, is required to provide equal employment opportunity and to take 2 affirmative action for all minority groups, both male and female, and all women, both minority 3 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the 5 Contractor has achieved its goals for women generally, the Contractor may be in violation of 6 the Executive Order if a specific minority group of women is underutilized). 7 8 10. The Contractor shall not use the goals and timetables or affirmative action standards to 9 discriminate against any person because of race, color, religion, sex, or national origin. 10 11 11. The Contractor shall not enter into any subcontract with any person or firm debarred from 12 Government contracts pursuant to Executive Order 11246. 13 14 12. The Contractor shall carry out such sanctions and penalties for violation of these 15 specifications and of the Equal Opportunity Clause, including suspensions, terminations and 16 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive 17 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract 18 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties 19 shall be in violation of these specifications and Executive Order 11246, as amended. 20 21 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific 22 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of 23 this Special Provision, so as to achieve maximum results from its efforts to ensure equal 24 employment opportunity. If the Contractor fails to comply with the requirements of the 25 Executive Order, the implementing regulations, or these specifications, the Director shall 26 proceed in accordance with 41 CFR 60-4.8. 27 28 14. The Contractor shall designate a responsible official to monitor all employment related activity 29 to ensure that the company EEO policy is being carried out, to submit reports relating to the 30 provisions hereof as may be required by the government and to keep records. Records shall 31 at least include, for each employee, their name, address, telephone numbers, construction 32 trade, union affiliation if any, employee identification number when assigned, social security 33 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of 34 changes in status, hours worked per week in the indicated trade, rate of pay, and locations at 35 which the work was performed. Records shall be maintained in an easily understandable and 36 retrievable form; however, to the degree that existing records satisfy this requirement, the 37 Contractors will not be required to maintain separate records. 38 39 15. Nothing herein provided shall be construed as a limitation upon the application of other laws 40 which establish different standards of compliance or upon the application of requirements for 41 the hiring of local or other area residents (e.g., those under the Public Works Employment Act 42 of 1977 and the Community Development Block Grant Program). 43 44 16. Additional assistance for Federal Construction Contractors on contracts administered by 45 Washington State Department of Transportation or by Local Agencies may be found at: 46 47 Washington State Dept. of Transportation 48 Office of Equal Opportunity 49 PO Box 47314 50 310 Maple Park Ave. SE 51 Olympia WA 52 98504-7314 53 Ph: 360-705-7090 54

1	Fax: 360-705-6801				
2	http://www.wsdot.wa.gov/equalopportunity/default.htm				
3					
4	1-07.17 Utilities And Similar Facilities				
5	(April 2, 2007)				
6	Section 1-07.17 is supplemented with the following:				
7 8	Locations and dimensions shown in the Plan for existing facilities are in accordance with available				
9	information obtained without uncovering, measuring, or other verification.				
10					
11	The following addresses and telephone numbers of utility companies known or suspected of having				
12	facilities within the project limits are supplied for the Contractor's convenience:				
13	Louis County RUD No. 1				
14	Lewis County P.U.D. No. 1 321 NW Pacific Avenue				
15					
16	Chehalis, WA 98532				
17	Telephone (360) 748-9261				
18	Conturvlink Dioni Cariaga				
19	Centurylink – Dioni Cariaga				
20	Olympia,WA (206) 733-5261 Off				
21	(360) 250-2596 Cell				
22	(300) 230-2390 Cell				
23	The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to				
24	construction at each project site. The Contractor shall notify the Utility Owner of any utilities that are				
25	within two feet of the planned construction. The above list of Utility Owners may not be complete. As				
26	per RCW 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or				
27					
28	suspected of having services close to the project site.				
29	1-07.18 Public Liability and Property Damage Insurance				
30	1-07.10 Fublic Liability and Froperty Damage insurance				
31	Delete this section in its entirety, and replace it with the following:				
32 33	Delete this section in its charcey, and replace it with the following.				
34	1-07.18 Insurance				
35	(January 4, 2016 APWA GSP)				
36					
37	1-07.18(1) General Requirements				
38					
39	A. The Contractor shall procure and maintain the insurance described in all subsections of section				
40	1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less				
41	than A-: VII and licensed to do business in the State of Washington. The Contracting Agency				
42	reserves the right to approve or reject the insurance provided, based on the insurer's financial				
43	condition.				
43	oonamon.				
45	B. The Contractor shall keep this insurance in force without interruption from the commencement				
46	of the Contractor's Work through the term of the Contract and for thirty (30) days after the				
40	Physical Completion date, unless otherwise indicated below.				
48					
49	C. If any insurance policy is written on a claims made form, its retroactive date, and that of all				
49 50	subsequent renewals, shall be no later than the effective date of this Contract. The policy shall				
	state that coverage is claims made, and state the retroactive date. Claims-made form				
51 52	coverage shall be maintained by the Contractor for a minimum of 36 months following the				
	Completion Date or earlier termination of this Contract, and the Contractor shall annually				
53	provide the Contracting Agency with proof of renewal. If renewal of the claims made form of				
54	coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an				
55	Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603				

(Pleasant Valley Rd MP 2.179), CMP-1603

extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insurance, or self-insurance by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- 1-07.18(2) Additional Insured

1

2

4

5

6

7

8 9

10

11 12

13

14 15

16

17

18

19

20

21

22 23

24

25 26

27

28

29

30 31

32 33

39

43

44 45 All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

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

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

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

1-07.18(3) Subcontractors

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

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations. Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

1

2

3

4 5

6 7

9

11

14

23

28

29 30

35

41

43

49

52

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and 8 endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand 10 such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver 12 of Contractor's obligation to maintain such insurance. 13

- Verification of coverage shall include: 15
- 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent. 16
- 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as 17 additional insured(s), showing the policy number. The Contractor may submit a copy of any 18 blanket additional insured clause from its policies instead of a separate endorsement. 19
- 3. Any other amendatory endorsements to show the coverage required herein. 20
- 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these 21 requirements - actual endorsements must be submitted. 22
- Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a 24 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this 25 Project, a full and certified copy of that policy is required when the Contractor delivers the signed 26 Contract for the work. 27

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's 31 maintenance of insurance, its scope of coverage, and limits as required herein shall not be 32 construed to limit the liability of the Contractor to the coverage provided by such insurance, or 33 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity. 34

All deductibles and self-insured retentions must be disclosed and are subject to approval by the 36 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured 37 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a 38 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured 39 retention shall be the responsibility of the Contractor. 40

1-07.18(5) A Commercial General Liability 42

Commercial General Liability insurance shall be written on coverage forms at least as broad as 44 ISO occurrence form CG 00 01, including but not limited to liability arising from premises, 45 operations, stop gap liability, independent contractors, products-completed operations, personal 46 and advertising injury, and liability assumed under an insured contract. There shall be no 47 exclusion for liability arising from explosion, collapse or underground property damage. 48

The Commercial General Liability insurance shall be endorsed to provide a per project general 50 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. 51

- Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's 1 completed operations for at least three years following Substantial Completion of the Work. 2 3 Such policy must provide the following minimum limits: 4 \$1,000,000 Each Occurrence 5 \$2,000,000 **General Aggregate** 6 \$2,000,000 Products & Completed Operations Aggregate 7 Personal & Advertising Injury each offence \$1,000,000 8 \$1,000,000 Stop Gap / Employers' Liability each accident 9 10 1-07.18(5)B Automobile Liability 11 12 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written 13 on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of 14 pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. 15 16 Such policy must provide the following minimum limit: 17 \$1,000,000 Combined single limit each accident 18 19 1-07.18(5)C Workers' Compensation 20 21 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial 22 Insurance laws of the State of Washington. 23 24 1-07.23, PUBLIC CONVENIENCE AND SAFETY 25 26 1-07.23(1) Construction Under Traffic 27 Section 1-07.23(1) is supplemented with the following: 28 29 (January 2, 2012) 30 Work Zone Clear Zone 31 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The 32 WZCZ applies only to temporary roadside objects introduced by the Contractor's operations 33
- W2C2 applies only to temporary roadside objects introduced by the Contractor's operations
 and does not apply to preexisting conditions or permanent Work. Those work operations
 that are actively in progress shall be in accordance with adopted and approved Traffic
 Control Plans, and other contract requirements.
- ³⁸ During nonworking hours equipment or materials shall not be within the WZCZ unless they ³⁹ are protected by permanent guardrail or temporary concrete barrier. The use of temporary ⁴⁰ concrete barrier shall be permitted only if the Engineer approves the installation and ⁴¹ location.
- ⁴³ During actual hours of work, unless protected as described above, only materials absolutely
 ⁴⁴ necessary to construction shall be within the WZCZ and only construction vehicles
 ⁴⁵ absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop
 ⁴⁶ or park on the shoulder of the roadway.
- The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

37

42

47

- Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.
- Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

11 1-08, PROSECUTION AND PROGRESS

- ¹² 13 **1-08.0 Preliminary Matters**
- 14 (May 25, 2006 APWA GSP)

1

2

6

7

9 10

15

17

18

19 20

25

26

29

32

33

36 37

38 39

40 41

42

¹⁶ Add the following new section:

1-08.0(1) Preconstruction Conference

- (October 10, 2008 APWA GSP)
- Prior to the Contractor beginning the work, a preconstruction conference will be held between the
 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
 preconstruction conference will be:
- 1. To review the initial progress schedule;
 - 2. To establish a working understanding among the various parties associated or affected by the work;
- To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
 - 4. To establish normal working hours for the work;
- ³⁰ 5. To review safety standards and traffic control; and
- ³¹ 6. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

- 1-08.0(2) Hours of Work
- (December 8, 2014 APWA GSP)
- ⁴³ Except in the case of emergency or unless otherwise approved by the Engineer, the normal working ⁴⁴ hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m.

- Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the
 normal working hours stated above, the request must be submitted in writing prior to the
 preconstruction conference, subject to the provisions below. The working hours for the Contract
 shall be established at or prior to the preconstruction conference.
- All working hours and days are also subject to local permit and ordinance conditions (such as noise
 ordinances).

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

- If the Contracting Agency approves such a deviation, such approval may be subject to certain other
 conditions, which will be detailed in writing. For example:
- 161.On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency
for the costs in excess of straight-time costs for Contracting Agency representatives who
worked during such times. (The Engineer may require designated representatives to be
present during the work. Representatives who may be deemed necessary by the Engineer
include, but are not limited to: survey crews; personnel from the Contracting Agency's
material testing lab; inspectors; and other Contracting Agency employees or third party
consultants when, in the opinion of the Engineer, such work necessitates their presence.)
 - 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
 - 3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
 - 4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
 - 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

- (February 16, 2018 APWA GSP)
- ³⁵ The eighth and ninth paragraphs are revised to read:

On all projects, the Contractor shall certify to the actual amount received from the Contracting Agency 37 and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, 38 manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, 39 Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted 40 to the Engineer on a monthly basis each month between Execution of the Contract and Physical 41 Completion of the Contract using the application available at: https://wsdot.diversitycompliance.com. 42 A monthly report shall be submitted for every month between Execution of the Contract and Physical 43 Completion regardless of whether payments were made or work occurred. 44

45

5

8

13

23

24

25

26

27

28

29

30

32 33

34

36

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion

withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments 2 shall be submitted to the Engineer concurrently with notification to the Subcontractor. 3 4 Section 1-08.1 is supplemented with the following: 5 6 (October 12, 1998) 7 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to 8 the Engineer a certification (WSDOT Form 420-004) that a written agreement between the 9 Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has 10 been executed. This certification shall also guarantee that these subcontract agreements include 11 all the documents required by the Special Provision Federal Agency Inspection. 12 13 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the 14 contract until the following documents have been completed and submitted to the Engineer: 15 16 Request to Sublet Work (Form 421-012), and 1. 17 Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid 2. 18 Projects (Form 420-004). 19 20 The Contractor's records pertaining to the requirements of this Special Provision shall be open to 21 inspection or audit by representatives of the Contracting Agency during the life of the contract and 22 for a period of not less than three years after the date of acceptance of the contract. The Contractor 23 shall retain these records for that period. The Contractor shall also guarantee that these records of 24 all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or 25 audit for the same time period. 26 27 1-08.1(1) Subcontract Completion and Return of Retainage Witheld 28 Section 1-08.1(1) is revised to read: 29 30 (June 27, 2011) 31 The following procedures shall apply to all subcontracts entered into as a part of this Contract: 32 33 Requirements 34 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later 35 than ten (10) days after receipt of payment from the Contracting Agency for work 36 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest 37 therein. 38 39 Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall 2. 40 be made within 30 days after Subcontractor's Work is satisfactorily completed. 41 42 For purposes of this Section, a Subcontractor's work is satisfactorily completed when all 3. 43 task and requirements of the Subcontract have been accomplished and including any 44 required documentation and material testing. 45 46 Failure by a Prime Contractor or Subcontractor to comply with these requirements may 4. 47 result in one or more of the following: 48 49 Withholding of payments until the Prime Contractor or Subcontractor complies a. 50 51 Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation b. 52 53 C. Cancellation, Termination, or Suspension of the Contract, in whole or in part 54

of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

1 d. Other sanctions as provided by the subcontractor or by law under applicable prompt 2 pay statutes. 3 Conditions 5 This clause does not create a contractual relationship between the Contracting Agency and any 6 Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any 7 Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting 8 Agency and the Contractor. 9 10 Payment 11 The Contractor will be solely responsible for any additional costs involved in paying retainage 12 to the Subcontractors. Those costs shall be incidental to the respective Bid Items. 13 14 1-08.3(2) A Type A Progress Schedule 15 (March 13, 2012 APWA GSP) 16 17 Revise this section to read: 18 19 The Contractor shall submit <u>\$\$ 3 \$\$</u> copies of a Type A Progress Schedule no later than one week 20 before the preconstruction conference, or some other mutually agreed upon submittal time. The 21 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule 22 format. Regardless of which format used, the schedule shall identify the critical path. The Engineer 23 will evaluate the Type A Progress Schedule and approve or return the schedule for corrections 24 within 15 calendar days of receiving the submittal. 25 26 Contractor's Weekly Activities 27 (*****) 28 29 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate the 30 Contractor's proposed activities for the forthcoming week along with the hours of work. This will 31 permit the Engineer to more effectively provide the contract engineering and inspection for the 32 Contractor's operations. 33 34 The written weekly activity schedule shall be submitted to the Engineer or a designated assistant 35 before the end of the last shift on the next to the last working day of the week preceding the indicated 36 activities, or other mutually agreeable time. 37 38 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a sequence 39 differing from that which has been shown on the schedule, the Engineer may require the Contractor 40 to delay unscheduled activities until they are included on a subsequent weekly activity schedule. 41 42 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a summary 43 of project activities to the Engineer. The summary of activities shall include a report of the nature 44 and progress of each of the major activities that were advanced on the project within the previous 45 week. 46 47 It shall be sufficiently detailed that a composite history of the project develops. The locations and 48 approximate quantity guardrail and traffic control work shall be reported. Unusual activity, and 49 conditions or events that may affect the course of the project shall also be reported. 50 51 1-08.4 Prosecution of Work 52

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

7 Notice to Proceed will be given after the contract has been executed and the contract bond and 8 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor 9 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The 10 Contractor shall commence construction activities on the project site within ten days of the Notice to 11 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the 12 work to the physical completion date within the time specified in the contract. Voluntary shutdown 13 or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to 14 complete the work within the time(s) specified in the contract.

15

23

26

28

1

2 3 4

5

6

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

²⁴ 1-08.5 Time for Completion

²⁵ (September 12, 2016 APWA GSP, Option B)

²⁷ Revise the third and fourth paragraphs to read:

²⁹ Contract time shall begin on the first working day following the <u>\$\$14 \$\$</u> calendar day after <u>the</u>
 ³⁰ <u>Notice to Proceed date.</u> If the Contractor starts work on the project at an earlier date, then
 ³¹ contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically 33 complete. If substantial completion has been granted and all the authorized working days have been 34 used, charging of working days will cease. Each week the Engineer will provide the Contractor a 35 statement that shows the number of working days: (1) charged to the contract the week before; (2) 36 specified for the physical completion of the contract; and (3) remaining for the physical completion of 37 the contract. The statement will also show the nonworking days and any partial or whole day the 38 Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the 39 Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the 40 Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and 41 amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be 42 deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours 43 a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is 44 worked would ordinarily be charged as a working day, then the fifth day of that week will be charged 45 as a working day whether or not the Contractor works on that day.

46 47

48 49 Revise the sixth paragraph to read:

⁵⁰ The Engineer will give the Contractor written notice of the completion date of the contract after all ⁵¹ the Contractor's obligations under the contract have been performed by the Contractor. The ⁵² following events must occur before the Completion Date can be established:

⁵³ 1. The physical work on the project must be complete; and

1 2 3	all	the Contractor must furnish all documentation required by the contract and required by law, to ow the Contracting Agency to process final acceptance of the contract. The following accuments must be received by the Project Engineer prior to establishing a completion date:
4		Certified Payrolls (per Section 1-07.9(5)).
5		Material Acceptance Certification Documents
		Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract
6 7	0.	Provisions.
8	d.	Final Contract Voucher Certification
9 10	e.	Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
11	f.	Property owner releases per Section 1-07.24
12	(4.4.4.4.4.4.)	
13 14	(*****) This proje	ct shall be physically completed within *** 45 *** working days.
15 16 17		iquidated Damages 4, 2013 APWA GSP)
18 19	Revise the	e fourth paragraph to read:
20 21 22		the Contract Work has progressed to <u>Substantial Completion as defined in the Contract</u> , the eer may determine that the work is Substantially Complete. The Engineer will notify the
23	0	actor in writing of the Substantial Completion Date. For overruns in Contract time occurring
24		he date so established, the formula for liquidated damages shown above will not apply. For
25		ins in Contract time occurring after the Substantial Completion Date, liquidated damages shall
26	be as	sessed on the basis of direct engineering and related costs assignable to the project until the
27		Physical Completion Date of all the Contract Work. The Contractor shall complete the
28		ning Work as promptly as possible. Upon request by the Project Engineer, the Contractor
29	shall f	urnish a written schedule for completing the physical Work on the Contract.
30 31	1-09, ME	ASUREMENT AND PAYMENT
	·	
32 33	1-09.9 Pa (March 13	ayments 3, 2012 APWA GSP)
34 35 36	Delete the	e first four paragraphs and replace them with the following:
37	Thah	asis of normant will be the actual quantities of Mark norfermed according to the Contract and
38		asis of payment will be the actual quantities of Work performed according to the Contract and ecified for payment.
39	as spe	cened for payment.
40	The C	ontractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction
41		rence, to enable the Project Engineer to determine the Work performed on a monthly basis.
42		akdown is not required for lump sum items that include a basis for incremental payments as
43		f the respective Specification. Absent a lump sum breakdown, the Project Engineer will make
44		rmination based on information available. The Project Engineer's determination of the cost of
45		shall be final.
46		
47	Progr	ess payments for completed work and material on hand will be based upon progress
48		ates prepared by the Engineer. A progress estimate cutoff date will be established at the
49		nstruction conference.
50	F. 000	

1 2		initial progress estimate will be made not later than 30 days after the Contractor commences vork, and successive progress estimates will be made every month thereafter until the
3		
4		pletion Date. Progress estimates made during progress of the work are tentative, and made
5		for the purpose of determining progress payments. The progress estimates are subject to
6	cnar	nge at any time prior to the calculation of the final payment.
7		value of the progress estimate will be the sum of the following:
8 9	1.	Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
10 11	2.	Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
12	3.	Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
13		
14 15 16	4.	Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.
17	Prog	ress payments will be made in accordance with the progress estimate less:
18	1.	Retainage per Section 1-09.9(1), on non FHWA-funded projects;
19	2.	The amount of progress payments previously made; and
		Funds withheld by the Contracting Agency for disbursement in accordance with the Contract
20	5.	Documents.
21		Documents.
22		
23	-	ress payments for work performed shall not be evidence of acceptable performance or an
24		ission by the Contracting Agency that any work has been satisfactorily completed. The
25	dete	rmination of payments under the contract will be final in accordance with Section 1-05.1.
26		
27		9.9(1) Retainage
28	Sec	tion 1-09.9(1) is supplemented with the following:
29 30		Retainage of 5 percent shall be as required by RCW 60.28.011.
31		
32	-09.11	Disputes and Claims
33		
34		9.11(3) Time Limitation and Jurisdiction
35	(Jul	ly 23, 2015 APWA GSP)
36 37	Revi	se this section to read:
38		
39	For t	he convenience of the parties to the Contract it is mutually agreed by the parties that any
40		ns or causes of action which the Contractor has against the Contracting Agency arising from
41	the C	Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-
42		2) of the Contract by the Contracting Agency; and it is further agreed that any such claims or
43		ses of action shall be brought only in the Superior Court of the county where the Contracting
44		ncy headquarters is located, provided that where an action is asserted against a county, RCW
45		1.05 shall control venue and jurisdiction. The parties understand and agree that the
46		tractor's failure to bring suit within the time period provided, shall be a complete bar to any such
47		ns or causes of action. It is further mutually agreed by the parties that when any claims or
48		ses of action which the Contractor asserts against the <u>Contracting Agency</u> arising from the
49		tract are filed with the <u>Contracting Agency</u> or initiated in court, the Contractor shall permit the
50		tracting Agency to have timely access to any records deemed necessary by the Contracting
51		ncy to assist in evaluating the claims or action.

1-09.13(3) Claims \$250,000 or Less
(October 1, 2005 APWA GSP)
Delete this Section and replace it with the following:
The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.
1-09.13(3)A Administration of Arbitration (July 23, 2015 APWA GSP)
Revise the third paragraph to read:
The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.
1-09.13(4) Claims in Excess of \$250,000
Section 1-09.13(4) is hereby deleted and replaced with the following:
CLAIMS RESOLUTION (******)
Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these sections must be complied with in full as a condition precedent to the Contractor's right to seek claims resolution through arbitration or litigation. The Contractor may file with the Engineer a request for binding arbitration; the Engineer's decision regarding that request shall be final and unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis County Superior Court motions to dismiss or for summary judgment at any time. In any binding arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.
a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a single arbitration hearing, and then only after completion of the contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated, and shall, for purposes of administration of the arbitration, comply where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual agreement of the parties from the list provided by the Lewis County Superior Court Administrator. If the parties cannot agree on a person to serve as arbitrator, the matter shall be submitted for appointment of an arbitrator

under LMAR 2.3. The arbitrator shall determine the scope and extent of discovery, except that the Contractor shall provide and update the information required by Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall file a statement of proof with the other party and the arbitrator at least 20 calendar days before the scheduled arbitration hearing. The statement of proof shall include:

- 1. The name, business address and contact telephone number of each witness who will testify at the hearing.
- 2. For each witness to be offered as an expert, a statement of the subject matter and a statement of the facts, resource materials (not protected by privilege) and learned treatises upon which the expert is expected to testify and render an opinion(s), synopsis of the basis for such opinion(s), and a resume of the expert detailing his/her qualifications as an expert and pursuant to rendering such opinion(s). A list of documents and other exhibits the party intends to offer in evidence at the arbitration hearing. Either party may request a copy of any document listed, and a copy or description of any other exhibit listed. The party receiving the request shall provide the copies or description within five (5) calendar days. The parties or arbitrator may subpoena parties in accordance with the Superior Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a witness or offer a document or other exhibit not included in the statement of proof only upon a showing of good cause.
- b) The arbitration hearing shall be conducted at a location within Lewis County, Washington. The extent of application of the Washington Rules of Evidence shall be determined in the exercise of sound discretion of the arbitrator, except that such Rules should be liberally construed in order to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity. The decision of the arbitrator and the specific grounds for the decision shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The County and the Contractor agree to be bound by the decision of the arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award rendered by the arbitrator shall be entered as judgment before the presiding judge of the Superior Court for Lewis County. Each party shall bear its own costs in connection with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

- (December 1, 2008)
 - Section 1-10.2(1) is supplemented with the following:

(January 3, 2017)

⁵⁰ Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State ⁵¹ of Washington. The Traffic Control Supervisor shall be certified by one of the following:

1	The Northwest Laborers-Employers Training Trust
2	27055 Ohio Ave.
3	Kingston, WA 98346
4	(360) 297-3035
5	Evergreen Sefety Council
6	Evergreen Safety Council 12545 135 th Ave. NE
7	Kirkland, WA 98034-8709
8	1-800-521-0778
9	1-000-521-0770
10 11	The American Traffic Safety Services Association
12	15 Riverside Parkway, Suite 100
13	Fredericksburg, Virginia 22406-1022
14	Training Dept. Toll Free (877) 642-4637
15	Phone: (540) 368-1701
16	
17	1-10.2(2) Traffic Control Plans
18	(*****)
19	Section 1-10.2(2) is supplemented with the following:
20	
21	The Contracting Agency has attached a Traffic Control Plan in Appendix A for temporary traffic
22	detour on this project from August 3, 2018 through October 31, 2018. All signs (including Class A
23	and Class B signs) required for this project (as shown on the Traffic Control Plan) shall be the
24	Contractor's responsibility to furnish, erect, maintain, and remove immediately after construction.
25	The Contractor shall adopt the Traffic Control Plan in writing to the Engineer or furnish a new plan
26	for review. Outside the road closure limits (depicted in Appendix A) near the intersection of Pleasant
27	Valley Road and Raubuck Road, the Contractor shall conduct his operations on the roadway in a
28	manner that one-way traffic is maintained for Raubuck Rd. at all times utilizing the Manual on Uniform
29	Traffic Control Devices (MUTCD) Temporary Road Closure TA-13 or an approved equivalent.
30	Unrestricted two-way, two-lane traffic shall be restored during non-working hours at this intersection.
31	
32	If determined by the Engineer that additional signing (not shown on the Traffic Control Plan) is
33	needed, it shall be the Contractor's responsibility to furnish, erect, maintain, and remove these
34	additional signs at no cost to the Contracting Agency.
35	1 10 2/2) Conformance to Established Standards
36	1-10.2(3) Conformance to Established Standards
37	Section 1-10.2(3) is supplemented with the following:
38	
39	The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines"
40	(WZTCG) is hereby made a part of this contract by reference as if contained fully herein.
41 42	
43	1-10.4 Measurement
44	
45	1-10.4(1) Lump Sum Bid for Project (No Unit Items)
45 46	Section 1-10.4(1) is supplemented with the following:
40	
48	(August 2, 2004)
49	The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions
50	of Section 1-10.4(1) shall apply.
51	
	EXISTING SIGNS
52	

(*	*	*	*	*	*	١
l l						,

1

² During the life of the contract, the Contractor shall be responsible for all existing signs damaged or ⁴ removed by construction operations.

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

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

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

18

19

12

20 21

31

33

40

41

45

47

DIVISION 2 EARTHWORK

22 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

23 2-02.1 Description

- ²⁴ Section 2-02.1 is supplemented with the following:
- ²⁵ (March 13, 1995)
- ²⁷ This work shall consist of removing miscellaneous traffic items and existing culvert.

28 29 2-02.3 Construction Requirements

³⁰ Section 2-02.3 is supplemented with the following:

32 Removing Miscellaneous Items

- ³⁴ (March 13, 1995)
- ³⁵ The following miscellaneous traffic items shall be removed and disposed of:
- *** Raised or recessed pavement markers ***
- ³⁸ *** Flexible Guide Post ***
- 39 *** Traffic Sign ***

Miscellaneous Items

- 42 (*****)
- ⁴³ Traffic Signs shall be adjusted or moved as construction progresses to meet the conditions as stated in ⁴⁴ the MUTCD.

⁴⁶ 2-02.3(2) Removal of Bridges, Box Culverts, and other Drainage Structures

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

48 49 (******) 50 The Contractor shall remove the existing 48 inch culvert after road closure is in place (per 51 Contract Plans) and dispose of at an approved waste site.

2-02.4 Measurement

No specific unit of measurement will apply to the lump sum item of "Removal of Structures and 3

Obstructions". Traffic signs to be adjusted or moved shall be considered incidental to this bid item. All 4 signs shall remain the property of Lewis County. Removal and disposal of the existing 48-inch 5 diameter culvert shall be considered incidental to this bid item. 6

7

1 2

10

13

14 15

16

17

- 2-02.5 Payment 8
- Section 2-02.5 is supplemented with the following: 9
- Payment will be made in accordance with Section 1-04.1, for the following Bid item when it is included in 11 the Proposal: 12
 - "Removal of Structures and Obstructions", lump sum.
 - If pavements, sidewalks, curbs, or gutters lie within an excavation area, their removal will be paid for as part of the quantity removed in Roadway Excavation Incl. Haul.
- 18 19

23

26

2-03, ROADWAY EXCAVATION AND EMBANKMENT 20

(*****) 21

2-03.3 Construction Requirements 22

- 2-03.3(7) Disposal of Surplus Material 24
- Section 2-03.3(7) is supplemented with the following: 25

No waste site has been provided to the Contractor for the disposal of unsuitable and excess 27 excavation material. The Contractor shall make his own arrangement to acquire a site for the 28 disposal of unsuitable and excess excavation material. 29

30

31

39

40

The Contractor shall make his own arrangements to acquire a site and obtain all environmental permits required for the disposal of the unsuitable excavation material. The Contracting Agency 32 must approve the waste site prior to it being utilized. Approval cannot be given until the Contracting 33 Agency receives copies of all environmental approvals. 34

35

All costs for acquiring a disposal site and for the loading, hauling, and disposal of unsuitable and 36 excess excavation material shall be considered incidental to the project and be included in the unit 37 contract prices for the various items of work therein. 38

2-03.4 Measurement

Section 2-03.4 is supplemented with the following: 41

42 (March 13, 1995) 43

Only one determination of the original ground elevation will be made on this project. Measurement 44 for roadway excavation and embankment will be based on the original ground elevations recorded 45 previous to the award of this contract. Control stakes will be set during construction to provide the 46 Contractor with all essential information for the construction of excavation and embankments. 47

48 Earthwork quantities will be computed, either manually or by means of electronic data processing 49 equipment, by use of the average end area method or by the finite element analysis method utilizing 50 digital terrain modeling techniques. 51

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the County Engineer's office.

2 3

4

8

1

2-09, STRUCTURE EXCAVATION

5 **2-09.1 Description**

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

⁷ Section 2-09.1 is supplemented with the following:

Temporary Stream Diversion for Structure & Channel Excavation

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

17

The Contracting Agency has designed a Temporary Stream Diversion Plan on Sheet 3 of 13 in the Contract Plans for the Contractor's approval. The Contractor may submit a different plan as outlined below for approval by the Engineer at their discretion.

21

31

35

36

37 38

39

40

41

42

43

44

45

46 47

48

Upon completion of in-water construction, the Contractor shall promptly remove all stream diversion 22 materials and equipment as directed by the Engineer. Disposal of surplus material and debris remaining 23 from dewatering operations shall be incidental to and included in this item of work. The Stream Diversion 24 Plan is an integral component of stormwater management for this site. If work is required above the 25 ordinary high water mark after the in-water work window has expired, additional BMPs not shown in the 26 Contract Plans shall be proposed by the Contractor for approval by the Engineer. BMPs installed and 27 maintained after the in-water work window has expired shall control stormwater generated from the site 28 during final construction activities. Payment for BMPs shall be per Contract Unit Bid prices or via Section 29 1-09. 30

32 Submittals

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

- 1. Plans for the installation and commissioning of the dewatering system throughout the duration of the structure excavation.
 - a) Drawings for Information: Show arrangement, locations, and details of temporary diversion structure, pump locations and discharge line, discharge point, temporary erosion control, and removal of stranded fish.
 - b) Include a written report outlining control procedures to be adopted if stream bypass problems arise. Photograph or videotape, in sufficient detail, existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by stream bypass operations.
 - 2. Method of stream diversion/bypass throughout the duration of the structure excavation.

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

⁴⁹ ⁵⁰ 2-09.3 Construction Requirements

- 51 **(*****)**
- ⁵² Section 2-09.3 in supplemented with the following:

Preparation

Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and other
 hazards created by stream diversion operations.

5

1

2

6

7 8 Install the stream diversion system to ensure minimum interference with the existing streambed, and other facilities surrounding the dewatering site.

- 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.
- ¹⁴ Isolation of the construction site from stream flow shall be accomplished using techniques such as:
- 15 16

17

18

13

- By pumping the stream flow around the site.
- The installation of a sheetpile or sandbag wall.
- The use of a water-filled cofferdam.
- Exception may be granted if siltation or turbidity is reduced to acceptable levels by means approved by
 the Engineer, the Washington Department of Fish and Wildlife (WDFW) and Washington Department of
 Ecology.
- 23

24 Installation

Install the stream diversion system utilizing pipes, pumps (with WDFW approved fish screens), culverts,
 flexible hose or similar methods complete with pump equipment, standby power and pumps, valves,
 appurtenances, water disposal, and surface-water controls.

28

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

- Provide standby equipment on-site available for immediate operation, to maintain stream bypass on
 continuous basis if any part of system becomes inadequate or fails. At a minimum the Contractor shall
 provide and have on hand additional pumps as a backup to the stream bypass system. If stream bypass
 requirements are not satisfied due to inadequacy or failure of stream bypass system, restore damaged
 structures and foundation soils at no additional expense to the County.
- 36

Fish rescue shall be conducted within the zone of isolation. All fish shall be transferred downstream of the project site using Washington State Department of Transportation (WSDOT) fish exclusion protocols. Fish shall be removed from the project area using a seine net, dip net and five gallon buckets. When fish rescue is completed the site may be dewatered. Pumps shall draw down water at a slow rate so that fish remaining may be rescued and no fish stranding shall occur.

42

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 inwater work shall be in strict conformance with permits obtained for this project.

50

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

1 2	2-09.3(1)C Removal of Unsuitable Base Material
3	Section 2-09.3(1)C is supplemented with the following:
4 5 7 8 9 10 11 12 13	The bottom of the excavation area shall be evaluated for stability upon completion of Structure Excavation Class A. The Engineer shall determine if the base material is adequate or unsuitable. If this material is deemed unsuitable by the Engineer, the Contractor shall remove unsuitable material below originally planned grade (not depicted in the Contract Plans) to a depth not to exceed 2-feet below the planned culvert foundation. Unsuitable excavated material shall be disposed of and paid per the Contract unit price for Structure Excavation Class A Incl. Haul. The additional excavation area shall be backfilled with Gravel Backfill (Quarry Spalls), (also not depicted in the Contract Plans) and compacted prior to placing Crushed Surfacing Base Course for the concrete culvert and wingwall foundation.
14 15 16 17 18	Gravel Backfill (Quarry Spalls) for Unsuitable Base Material shall meet the requirements of Section 9-13.1(5) Quarry Spalls and compacted to the satisfaction of the Engineer. An estimated quantity of Gravel Backfill for Unsuitable Base Material if required has been entered into the Proposal, the conditions of Section 1-04.6 Variation in Estimated Quantities shall not apply.
19 20	2-09.4 Measurement
21 22	(Section 2-09.4 is supplemented with the following:
23 24	No specific unit of measurement will apply to "Temporary Stream Diversion".
25 26	"Gravel Backfill for Unsuitable Base Material" shall be measured per ton.
27 28	2-09.5 Payment
29 30	(*****) Section 2-09.5 in supplemented with the following:
31 32 33	Payment will be made in accordance with Section 1-04.1 for the following bid item included in the proposal:
34 35	"Temporary Stream Diversion", lump sum.
36 37 38 39 40	The lump sum contract price for "Temporary Stream Diversion" shall be full payment to perform the work as specified, including dewatering, stream diversion/bypass, fish rescue, and any sandbagging, pumping (with WDFW approved fish screens), fish exclusion, sediment removal, filtration or other materials necessary to complete the work.
41 42 43	"Gravel Backfill for Unsuitable Base Material" per ton shall be full payment for Quarry Spalls, hauling, placing, and compacting material.
44 45 46	DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING
47 48	3-01 PRODUCTION FROM QUARRY AND PIT SITES
49	3-01.4 Contractor Furnished Material Sources
50 51 52	3-01.4(1) Acquisition and Development (******)
	Stearns Creek Tributary Culvert Replacement Project

1	Section 3-01.4(1) is supplemented with the following:
2 3	No source has been provided for any materials necessary for the construction of this project.
4	
5 6	DIVISION 4
7	BASES
8 9	4-04, BALLAST AND CRUSHED SURFACING
	4-04.1 Description
10 11	(*****)
12	Section 4-04.1 is supplemented with the following:
13	
14 15	This work shall consist of shoulder finishing by grading the existing surfacing material, and furnishing and placing additional crushed surfacing along the edge of the new pavement and covering the
16	existing shoulders as shown in the plans or directed by the Engineer.
17 18	4-04.2 Materials
19	(******) Section 4.04.2 is supplemented with the following:
20 21	Section 4-04.2 is supplemented with the following:
22	Crushed Surfacing Top Course used in the construction of shoulder finishing shall meet the
23	requirements of Section 9-03.9(3). Crushed surfacing used in shoulder finishing will be accepted by
24 25	the Engineer based upon satisfactory performance of the material for its intended use. The material may be tested at the discretion of the Engineer.
26	
27 28	4-04.3 Construction Requirements
29	4-04.3(5) Shaping and Compacting
30	$\binom{******}{2}$
31 32	Section 4-04.3(5) is supplemented with the following:
33	Shoulder Finishing
34	Shoulder finishing material shall not be placed until the abutting pavement has been completed,
35	unless designated by the Engineer. Shoulder finishing material (Crushed Surfacing Top Course)
36	shall be placed by a spreader box in one lift. Processing of the shoulder finishing material on the roadway shall not be permitted.
37 38	Toadway shail not be permitted.
39	The existing shoulder material, as well as any additional crushed surfacing material required shall
40	be placed, watered, and compacted against the vertical edge of the pavement, including road
41	approaches. Hand work may be required in areas of road approaches and guardrail. The Contractor
42	shall grade the shoulder material to a uniform slope, remove all debris (sod, large rocks, etc.) and
43	dress all berms resulting from this operation to the satisfaction of the Engineer. The material shall
44	be graded into place and compacted by wheel rolling a minimum of two passes with a motor grader
45	or comparable piece of equipment in areas where the shoulder is narrow. All other areas shall be
46	compacted to the satisfaction of the Engineer. In all areas where the shoulder is wide enough, as determined by the Engineer, a steel drum vibratory compactor shall be used. For compaction, water
47	shall be applied as determined by the Engineer. Damage to the HMA mat due to the Contractor's
48 49	operation shall be repaired at no cost to the Contracting Agency.
49 50	
51	Following the placement of crushed surfacing material each day, the new mainline and shoulder
52	pavement shall be cleaned of all dirt and debris to the satisfaction of the Engineer. Prior to

3	
4 4-04.4 Measurement	
5 (*****)	
Section 4-04.4 is supplemented with the following:	
"Shoulder Finishing" shall be measured per ton.	
4-04.5 Payment (******)	
Section 4-04.5 is supplemented with the following:	
The unit contract price per ton for "Shoulder Finishing" shall be full pay for fur surfacing, hauling, grading existing material, placing additional material, watering, all other work as specified. Water for compaction of shoulder rock shall be conside this bid item.	compacting and
DIVISION 5	
SURACE TREATMENTS AND PAVEMENTS	
(******)	
5-04, HOT MIX ASPHALT	
Section 5-04 is supplemented with the following:	
Delete WSDOT Section 5-04, Hot Mix Asphalt as printed in the Standard Specil Road, Bridge and Municipal Construction, 2018 edition, and replace it with Sect Mix Asphalt as printed in the Standard Specifications for Road, Bridge and Mun Construction, 2016 edition.	tion 5-04, Hot
5-04.1 Description	
(******) Section 5-04.1 is supplemented with the following:	
The term "Approach" shall include Road approaches, driveways, and extensions.	
Superintendents, Labor, and Equipment of Contractor	
Section 5-04.1 is supplemented with the following:	
The Contractor shall have a sufficient number of qualified personnel o	on the project to
insure the following minimum crew size:	
One polying elimetric dent	
One paving superintendent	
One paver operator	
Two screed operators	
•	
Three roller operators	
•	
Three roller operators	would stop them

(Pleasant Valley Rd MP 2.179), CMP-1603

1	assigned supervisor who will be in charge of paving operations and who will be responsible
2	for work performed.
3	
4 5	5-04.3 Construction Requirements (******)
6	Section 5-04.3 is supplemented with the following:
7	Sand and tack all edges, cold joints, and tapers which join existing asphalt, (such as asphalt
8 9	concrete approaches, intersections, and curb and gutter).
10	
11	Wing out, rake, and compact a beveled edge when paving past approaches (driveways), street
12	intersections, curb faces, edges of gutters and, where applicable, provide an acceptable transition
13	from roadway to approaches by paving an adequate ramp as directed by the Engineer. Mainline
14	shall be paved before road approaches. Any approach greater than 30 feet at its narrowest point
15	shall be done with a paving machine.
16	
17 18	Pave to a depth of one inch or less at the curb face, unless otherwise directed by the Engineer.
19	5-04.3(3) Hot Mix Asphalt Pavers
20	(*****)
21	Section 5-04.3(3) is supplemented with the following:
22	
23	5-04.3(7) Preparation of Aggregates
24	
25	5-04.3(7)A Mix Design
26 27	5-04.3(7)A1 General
28	(******)
29	Supplement Section 5-04.3(7)A1 with the following:
30	
31	The maximum quantity of RAP allowable in all HMA used in a pavement course shall not exceed
32	20%.
33	
34	The Engineer shall approve the RAP stockpile prior to use.
35	
36	The Contractor shall submit four samples of the designed Hot Mix Asphalt mix to the
37	Engineer's representative for ignition furnace calibration at least five (5) days prior to paving.
38	Samples will be taken in conformance to WSDOT Test Method T 726.
39	
40	5-04.3(7)A2 Statistical or Nonstatistical Evaluation
	(******)
41	
42	Delete this section and replace it with the following;
43	Delete this section and replace it with the following,
44	5-04.3(7)A2 Nonstatistical and Commercial Evaluation
45	
46	Mix designs for HMA accepted by Nonstatistical or Commercial evaluation shall;
47	De submitte d'un de Designet Frankreinen au WODOT Franz 050.040
48	
49	 Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Presedure 722 and most the requirements of Sections 0, 02.8(2) and 0
50	Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-
51	03.8(6).
52	Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WOPOT Test. Mathed, T. 749, or based on bistoria anti-strip, and expressed, accordance
53	with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source
54	compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that

2 3	include RAP will be completed without the inclusion of the RAP. At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;
4 ●	The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within
5	one year of the approval date
6 •	The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
7 8 •	The proposed mix design by a qualified City or County laboratory mix design report that is within
9	one year of the approval date.
10	
11	The mix design will be performed by a lab accredited by a national authority such as Laboratory
12	Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials
13	Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall
14	supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.
15 16	At the discretion of the Engineer, agencies may accept mix designs verified beyond the one
17	year verification period with a certification from the Contractor that the materials and sources
18	are the same as those shown on the original mix design. Evaluation of anti-strip additives are
19	to be provided as part of the mix design acceptance criteria. Acceptable anti-strip evaluations
20	include 1.) a WSDOT validated mix design showing the validated anti-strip additive and dosage
21	2.) an historic anti-strip determination from WSDOT not greater than two (2) calendar years old or 3.) a passing TSR test at the anti-strip dosage proposed by the Contractor.
22 23	or s.) a passing row lest at the anti-stip dosage proposed by the contractor.
24	No paving shall begin prior to Contracting Agency approval of the Contractor provided mix
25	design.
26	
27	5-04.3(8)A1, General
28	(*****)
29 30	Delete this section and replace it with the following:
30	Delete this sector and replace it with the following.
32	5-04.3(8)A1, General
33	
33 34	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.
34 35	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the
34 35 36	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.
34 35 36 37	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.
34 35 36	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a
34 35 36 37 38	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.
34 35 36 37 38 39	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).
34 35 36 37 38 39 40	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the
34 35 36 37 38 39 40 41 42 43	 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel,
34 35 36 37 38 39 40 41 42 43	 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial
34 35 36 37 38 39 40 41 42 43	 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel,
34 35 36 37 38 39 40 41 42 43 44	 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted
34 35 36 37 38 39 40 41 42 43 43 44	 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can
34 35 36 37 38 39 40 41 42 43 44 45 46	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract. 5-04.3(8)A4, Definition of Sampling Lot and Sublot
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract. 5-04.3(8)A4, Definition of Sampling Lot and Sublot
34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51	Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

1	For HMA in a structural application, sampling and testing for total project quantities less than
2	400 tons is at the discretion of the engineer. For HMA used in a structural application and with a
3	total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance
4	test shall be performed:
	If test results are found to be within specification requirements, additional testing will be at the
5	
6	Engineer's discretion.
7	If test results are found not to be within specification requirements, additional testing as
8	needed to determine a CPF shall be performed.
9	
10	5-04.3(8)A5 Test Results
11	(*****)
12	The first paragraph of this section is deleted.
13	
14	5-04.3(8)A6 Test Methods
14	
15	(*****)
16	Delete this section and replace it with the following;
17	
18	5-04.3(8)A6 Test Methods
19	
20	Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested,
21	compliance of Va will be by WSDOT Standard Operating Procedure SOP 731. Testing for
22	compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for
	compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.
23	
24	5.04.2(0) Spreading and Einiching
25	5-04.3(9) Spreading and Finishing
26	$\binom{*****}{2}$
27	Section 5-04.3(9) is supplemented with the following:
28	
29	The Contractor shall meet with the Engineer or representative by the end of each working day
30	to verify and confirm in writing and by signature the daily yields and quantities.
31	
32	If the Contractor fails to follow this procedure, the Contractor accepts the Engineer's
33	estimated quantities for the work completed that day.
34	
35	5-04.3(10) Compaction
36	
37	5-04.3(10)B Control
	(*****)
38	Section 5-04.3(10)B1 thru 5-04.3(10)B4 are deleted and replaced with:
39	
40	LIMA used in traffic lange, including lange for remove truck slimbing weaving speed shares
41	HMA used in traffic lanes, including lanes for ramps, truck climbing, weaving, speed changes,
42	and left turn channelization, and having a specified compacted course thickness is greater than
43	0.10 foot, shall be compacted to a specified level of relative density. The specified level of
44	relative density shall be a Composite Pay Factor (CPF) of not less than .75, using a minimum
45	of 92.0 percent of the reference maximum density as determined by WSDOT FOP for AASHTO
46	T 209. The level of compaction attained will be determined as the average of not less than 5
47	nuclear density gauge tests taken on the day the mix is placed (after completion of the finish
48	rolling) at randomly selected locations within each lot. The quantity of a lot shall be no greater
	than a single day's production or approximately 300 tons, whichever is less. The quantity
49	represented by each sub-lot will be 100 tons or a portion of 100 tons within the lot.
50	
51	A test section(a) shall be constructed for the number of determining if the mining sector set the
52	A test section(s) shall be constructed for the purpose of determining if the mix is compactable,
53	to establish a nuclear density gauge correlation factor, and meets the requirements of Sections
54	5-04.

The test section shall be constructed at the beginning of production paving for the project and will be at least 40 tons and a maximum of 60 tons. The first and last 25 feet of paving will not be included in the test section. No further paving will be performed for the remainder of the day, and the next two days following the test section, or as directed by the Engineer.

Construction of the test section shall be done using the equipment and rolling patterns that the Contractor expects to use in the paving operation. A test section will be considered to have established compactibility, based on the results of three density determinations, when the average of the three tests exceeds 93 percent or when all three tests individually exceed 92 percent of the maximum density determined by WSDOT FOP for AASHTO T209. This will require consideration of the presence of the correlation factor for the nuclear density gauge and may require resolution after the correlation factor is known. When results have demonstrated that the mix is not compactable, or not capable of meeting the requirements in Sections 5-04, the Contractor shall construct a new test section after appropriate adjustments to the mix have been made.

- The HMA used for the test section shall be measured by the ton and paid for as part of its 18 associated HMA bid item. All costs associated with constructing the test section or sections will 19 be incidental to the cost of the HMA. 20
- On the initial days' production with a new HMA mix a test section may be avoided if the Agency 22 and Contractor agree to accept the compaction based on a nuclear gauge density correlation 23 factor of 1.0 with 92 percent of maximum density nuclear gauge reading. Compaction results 24 less than 92 percent of maximum density will be subject to a price adjustment in accordance 25 with special provision 5-04.5(1)B. Subsequent compaction testing shall be completed and 26 accepted using density correlation values determined in accordance with WSDOT SOP T 730 27 and nuclear gauge density readings conducted in a accordance with WSDOT FOP for WAQTC 28 T 355 29
- For compaction lots falling below a 1.00 pay factor and thus subject to price reduction or 31 rejection, cores may be used as an alternate to the nuclear density gauge tests. When cores 32 are requested by the Contractor the request shall be made by noon of the first working day 33 following placement of the mix. The contractor shall be responsible for obtaining the core 34 samples at the locations designated by the Engineer. The Contractor shall be responsible for 35 providing traffic control. The Engineer shall be responsible for the testing of the core samples 36 and the costs incurred. When the cores indicate the acceptable level of compaction within a lot 37 has not been achieved, the cost for the testing will be deducted from any monies due or that 38 may become due the contractor under the contract at the rate of \$200 per core. 39
- HMA, constructed under conditions other than listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instruction from the Engineer. The number of passes with an approved compaction train, required to attain the maximum point density, shall be used on all subsequent paving. 45
 - The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.
- In addition to the randomly selected locations for tests of the density, the Engineer may also 50 isolate from a normal lot any area that is suspected of being defective in relative density. Such 51 isolated material will not include an original sample location. A minimum of 5 randomly located 52 density tests will be taken. The isolated area will then be evaluated for price adjustment in 53 accordance with the statistical evaluation section, considering it as a separate lot. 54

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

1

2

3

5 6

7

8

10

11

12

13

14

15

16 17

21

30

40

41

42

43

44

46

47

1	
2 3	Control lots not meeting the prescribed density standard shall be removed and replaced with satisfactory material. At the option of the Engineer, non-complying material may be accepted
4	at a reduced price. See 5-04.5(1)B of this Special Provision.
5 6 7	5-04.3(12) Joints
8	Section 5-04.3(12) is supplemented with the following:
9 10	Sealing Joints and Feather Ends
11 12 13	After placement of the HMA Pavement, the Contractor will be required to seal all joints, including approaches or any feathered ends with pavement grade asphalt and sand.
14 15 16	All costs associated with providing and placing the liquid asphalt as specified above shall be incidental to and included in the unit contract price per ton for the HMA.
17 18	5-04.4 Measurement
19 20	Section 5-04.4 is supplemented with the following:
21 22	"HMA CL ½ In. PG 64-22" per Ton.
23 24	5-04.5 Payment (******)
25 26	Section 5-04.5 is supplemented with the following:
27 28	5-04.5(1) Quality Assurance Price Adjustment
29 30	Delete the fourth sentence of Section 5-04.5(1).
31 32	Supplement Section 5-04.5(1) with the following:
33 34 35 36 37	In the event that test results indicate the HMA does not meet specifications, a change order will be issued for the price adjustments for Quality of HMA Mixture and Quality of HMA Compaction based upon these specifications.
38	5-04.5(1)B Price Adjustments for Quality of HMA Compaction
39 40	Delete this section and replace it with the following:
41 42	The maximum CPF of a compaction lot is 1.00.
43 44	For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming
45 46 47 48	Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.
49 50 51	(*****) The CPF shall be as follows:
52 53	Compaction CPF
54	

1	91.0% to 91.9%	95%
2	90.0% to 90.9%	90%
3	89.0% to 89.9%	80%
4	88.0% to 88.9%	75%
5	At or below 87.9%	Mix is removed
6		
7		
8		
9		STRUCTURES
10 11		
12	6-02 CONCRETE STRUCTURES	
13	(*****)	
14	6-02.1 Description	
15	Section 6-02.1 is supplemented with the foll	owing:
16		5
17		ft wide by 7-ft high by 52-ft long precast concrete split box
18	•	depicted in the Contract Plans and attached Shop Drawings
19		Contractor shall coordinate with the manufacturer for delivery
20		should anticipate potential shipping delays due multiple unit
21	· · ·	s, and restrictive travel times on the Interstate 5 corridor. The offloading the precast units from the delivery vehicle. The
22 23	•	of the precast concrete split box culvert units/four wingwalls
23	•	of the structure upon receipt from the manufacturer at the
25	project site.	
26		
27	6-02.3 Construction Requirements	
28	Section 6-02.3 is supplemented with the foll	owing:
29	The Contractor shall be calaby room	ancible for according tion with the manufacturer for delivery of
30	precast concrete units.	onsible for coordination with the manufacturer for delivery of
31 32	precusi concrete units.	
33	6-02.3(28)E Finishing	
34	Section 6-02.3(28)E is supplement	ed with the following:
35		
36	(*****)	
37	Precast Reinforced Concrete Stu The Contractor shall finish all even	
38	The Contractor shall thisn all expo	sed surfaces of the structure with a Class 2 finish.
39 40		
41	6-02.3(28)I Erection	
42	Section 6-02.3(28)I is supplemente	d with the following:
43		
44	(*****)	
45	Precast Reinforced Concret	
46		backfill precast reinforced concrete structures in accordance ecified in the shop drawings approved by the Engineer, and
47	• •	strictions specified in Section 6-02.3(25)O.
48 49		
50	Adjacent precast units shall b	e connected by welding the weld-tie anchors in accordance
51		he weld-tie anchor spacing shall not exceed 6'-0". After
52	connecting the weld-tie ancho	rs, the Contractor shall paint the exposed metal surfaces with

one coat of field primer conforming to Section 9-08.1(2)F. Keyways shall be filled with grout conforming to Section 6-02.3(25)O.

6-02.4 Measurement

- Section 6-02.4 is supplemented with the following:
 - "Precast Concrete Split-Box Culvert with Wingwalls (From Stockpile)", lump sum.

6-02.5 Payment

¹⁰ Section 6-02.5 is supplemented with the following:

"Precast Concrete Split-Box Culvert with Wingwalls (From Stockpile)", lump sum.

The lump sum contract price for "Precast Concrete Split-Box Culvert with Wingwalls (From Stockpile)" shall be full pay for performing the work as specified, including unloading owner furnished Precast Concrete Structure units from delivery vehicles, erecting, and all other work involved in erecting, grouting, furnishing and constructing weld ties, waterproofing precast unit joints and finishing. The Contractor shall be responsible for all costs as a result of shipping delays from the manufacturer to the project site.

> DIVISION 8 MISCELLANEOUS CONSTRUCTION

22 23

20

21

1

2

4

5 6

7 8

9

11

12 13

8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

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

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

³⁰ (******) ³¹ Treatment of pH for Concrete Work

Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours, concrete grindings or cement treated soils shall be maintained between pH 6.5 and pH 8.5 before it is allowed to enter surface waters.

34 35

43

46

49

The Contractor shall test runoff during each rain event causing runoff to leave the project site during concrete pouring, grinding, rubblizing activities, when soils are being treated with cement and during the first three storms following those activities. If discharging directly to surface waters the Contractor shall test the pH of the water at the point of discharge, once the pour or grinding has begun for each shift, and periodically, as requested by the Engineer, thereafter. If a test indicates the pH is above 8.5, the Contractor shall immediately discontinue work and initiate treatment according to the plan to lower the pH.

- ⁴⁴ Unless specific measures are identified in the Special Provisions, the pH of water may be reduced ⁴⁵ by infiltration, or dispersion in vegetation or compost.
- 47 Work may resume, with treatment, once the pH of the treated material is between 6.5 and 8.5 or it 48 can be demonstrated that the runoff will not reach surface waters.
 - Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

1	Any additional BMP items as stated in the Con	tract Plans and ordered to be placed by the Engineer			
2	but not included in the Proposal shall be paid by force account as provided in Section 1-09.6 of the				
3	Standard Specifications.				
4					
5	8-01.3(2) Seeding, Fertilizing, and Mulching				
6					
7	8-01.3(2)B Seeding and Fertilizing				
8	(*****)				
9	Section 8-01.3(2)B is supplemented with the fo	bllowing:			
10					
11		llowing composition, proportion, and quality shall be			
12		live seed per acre on all areas requiring permanent			
13	roadside seeding within the project limits.				
14					
15	Kind and Variety of				
16	Seed in Mixture by				
17	Common Name and	Pounds Pure Live Seed			
18	(Botanical name)	(PLS) Per Acre			
19		0.00			
20	Deschampsia elongata	0.32			
21	Slender Hairgrass				
22		04.40			
23	Elymus glaucus	34.43			
24	Blue Wildrye				
25	En stude i de la consta	5.04			
26	Festuca idahonesis	5.61			
27	Idaho Fescue				
28	Facture aving	0.02			
29	Festuca ovina	0.93			
30	Sheep Fescue				
31	Hordoum broobyonthorum	29.71			
32	,				
33	Meadow Barley				
34	Koeler cristata	0.27			
35		0.27			
36	Prairie Junegrass				
37	Lolium Multiflorum	8.73			
38		0.75			
39	Annual Ryegrass				
40	Total Pounds PLS Per Acre	80			
41	Total Founds FLS Fel Acie	80			
42	After coording the Contractor shall be responsible to ensure a backby stand of grass, otherwise, the				
43	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				
44	Contracting Agency.				
45	Contracting Agency.				
46	Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.				
47					
48	8-01 3(2)D Mulching				
49	8-01.3(2)D Mulching (******)				
50	Section 8-01.3(2)D is supplemented with the fo	ollowing:			
51					
52					

1 2	Long-Term Wood Cellulose Fiber mulch shall be applied at a rate of 4,000 pounds per acre with all permanent seed mixes and shall conform to Section 9-14.4(2)A Long-Term Mulch of the Standard Specifications. No more than 2,000 pounds shall be applied in any single lift.
3 4	Specifications. No more than 2,000 pounds shall be applied in any single lift.
5	8-01.3(2)E Tackifiers
6 7	(*****) Section 8-01.3(2)E is supplemented with the following:
8 9	PAM shall be added to permanent erosion control and temporary seed mixes at the time of
10 11	hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of the Standard Specifications.
12 13 14	8-01.3(7) Stabilized Construction Entrance
15	The first paragraph is revised to read:
16 17 18 19 20	Temporary stabilized construction entrance shall be constructed in accordance with the Standard Plan (I-80.10-02), prior to beginning any clearing, grubbing, embankment or excavation. All quarry spall material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.
21 22	8-01.3(9)A Silt Fence
23	(******) Section 9.01.2(0) A is supplemented with the following:
24 25	Section 8-01.3(9)A is supplemented with the following:
26 27 28	In areas designated in the Plans for the application of silt fence, or as directed by the Engineer, the Contractor shall install high visibility orange colored silt fence . High visibility orange silt fence shall meet the requirements of Section 9-33.2(1), Table 6.
29 30 31 32	High visibility silt fence shall be installed with the materials and equipment positioned and working from outside the sensitive area shown in the Plans or as staked in the field by the Engineer. If silt fence cannot be installed without intrusion into the sensitive area, hand installation will be required.
33 34 35	The Contractor shall remove high visibility silt fence after completion of the project and seeding has been accepted or as directed by the Engineer.
36 37 38	Approximate quantity of high visibility silt fence: 550 linear feet. Approximate quantity of standard production color silt fence: 0 linear feet.
39 40	8-01.4 Measurement
41 42	(and a supplemented with the following:
43	"Stabilized Construction Entrenes" will be measured by the square yord for each entrenes constructed
44 45	"Stabilized Construction Entrance" will be measured by the square yard for each entrance constructed. The work shall include all costs associated with constructing, material, operating, maintaining, removal
46	of stabilized construction entrance, and return of the area to the condition prior to construction.
47 48	8-01.5 Payment
48 49	(******)
50	Section 8-01.5 is supplemented with the following:
51 52 53	"Stabilized Construction Entrance" per square yard.
	Stearns Creek Tributary Culvert Penlacement Project

The unit contract price per Linear Foot (L.F.) for "High Visibility Silt Fence" shall be full compensation for placing silt fence and removing after completion of the project. Maintaining silt fence shall be paid as provided in Section 1-09.6 of the Standard Specifications.

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

8-02 ROADSIDE RESTORATION

13 8-02.1 Description

¹⁴ Section 8-02.1 is supplemented with the following:

(*****)

The work described in this section, regardless of the nature or type of the materials encountered, includes supplying plant material, supplying grass plug material, supplying grass seed, supplying topsoil, planting and installing plant protectors as shown in the contract plans, staked in the field, and directed by the Engineer. This work shall be accomplished in accordance with all environmental permits regulating the work.

8-02.3 Construction Requirements

²⁴ Section 8-02.3 is supplemented with the following:

(*****

27 Planting Mitigation Construction

The Contractor shall grade, plant, and otherwise construct mitigated planting areas as shown in the Contract Plans, staked in the field, and required by the Engineer. The planting of the enhancement sites 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.

Plant List

Plantings shall be as follows:

Symbol	Scientific Name	Common Name	Container	Spacing	Quantity
Trees					
ТАМ	Acer macrophyllum	Bigleaf Maple	B&B or 15 Gal 1" cal	As shown on plans	13
TTP	Thuja plicata	Western Red Cedar	B&B or 15 Gal 3' Height	As shown on plans	7
Stakes					
SSG	Salix geyeriana	Geyer Willow	Live Stake or Cutting 0.5" Cal x 3' Long Minimum Dimensions	As shown on plans	43

Planting Zones

Planting zones shall be as follows:

Planting Zone	Scientific Name	Common Name	Size of Plants (Material)	Planting Density (Spacing)	Proportion of Planting in Strata (%)	Number of Plants
	Agrostis exarata	Spike Bent Grass	Plug	12 inch centers	20	442
Zone A:	Carex stipata	Sawbeak Sedge	Plug	12 inch centers	20	442
Disturbed Area below Ordinary High Water	Eleocharis palustris	Spike Rush	Plug	12 inch centers	20	442
	Juncus effusus	Soft Rush	Plug	12 inch centers	20	442
	Scirpus microcarpus	Scirpus microcarpus	Plug	12 inch centers	20	442
Area: 1,196 sf						
	Hordeum brachyantherum	Meadow Barley	Seed		38.5	-
	Bromus carinatus	California Brome	Seed		20	-
	Festuca rubra rubra	Native Red Fescue	Seed		12	-
Zone B:	Glyceria occidentallis	Northwestern Mannagrass	Seed		10	-
Disturbed Area	Rosa nutkana	Nootka Rose	Seed	3 lbs /	5	-
above Ordinary High Water	Symphoricarpos alba	Common Snowberry	Seed	1,000 SF	5	-
rigi watei	Mahonia aquifolium	Oregon Grape	Seed		4.5	-
	Deschampsia cespitosa	Tufted Hairgrass	Seed		3	-
	Agrostis exarata	Spike Bentgrass	Seed		1.5	-
	Holodiscus discolor	Oceanspray	Seed		0.5	-
Area: 1,570 sf						
	Elymus glaucus	Blue Wildrye	Seed		43	-
Zone C:	Hordeum brachyantherum	Meadow Barley	Seed		37	-
Disturbed Area	Lolium multiflorum	Annual Ryegrass	Seed		11	-
from Grading and	Festuca idahoensis	Idaho Fescue	Seed	1 lbs /	7	-
Construction	Festuca ovina	Sheep Fescue	Seed	1,000 SF	1	-
Activities	Deschampsia elongata	Slender Hairgrass	Seed		0.6	-
	Koeleria macrantha	Junegrass	Seed	1	0.4	-
Area: 10,894 sf			•	•	•	

² Top Soil

3 **(*****)**

The Contractor shall provide approximately 40 cubic yards of Top Soil Type B as shown in the Contract Plans (Zone B - 1,570 sq.ft., 8 inch depth). Top Soil Type B shall meet the Standard

⁶ Specification 9-14.1(2).

Plant Establishment (******)

- 9
- 10

8

11

12

13

14

15

1

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.

¹⁶ 17 **8-02.4 Measurement**

¹⁸ Section 8-02.4 is supplemented with the following:

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

²¹ "Planting Mitigation Construction", no specific unit of measure will apply to this lump sum item. Items
 ²² specified are approximate and are provided for estimating purposes only. The successful Contractor
 ²³ shall provide the Contracting Agency a lump sum breakdown of all items after bid award.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

"Planting Mitigation Construction"

The unit contract price per Lump Sum for "Planting Mitigation Construction" shall be full compensation for furnishing and installing Top Soil Type B, all plants, all grass plugs, all grass seed, all live stakes, monitoring stakes, weed control mats, and plant protectors - as described in Special Provision and in accordance with the USACE NWP Permit on the project site and all other applicable requirements and regulations. Material descriptions and construction requirements are as described in this Special Provision. The long term monitoring and maintenance (after one-year plant guarantee period) shall be completed by others.

13 8-15 RIPRAP

14

15

12

1

2

4

8-15.2 Materials

16 (*****)

¹⁷ Section 8-15.1 is supplemented with the following:

Streambed Cobbles, 4" Cobbles	9-03.11(2)
Streambed Sediment	9-03.11(1)

22 23

24

30

31

32

34

36

Large Woody Debris

Large woody debris shall consist of logs with and without root wads attached as shown in the Contract Plans. Trunk length and diameter shall be as shown in the Plans. Root wads shall consist of stout roots, minimum 2-inch diameter, that form a root wad at least 4 ft in diameter. Logs shall be Douglas Fir or Western Red Cedar species that are free from rot or decay.

8-15.3 Construction Requirements

(*****)

³³ Section 8-15.3 is supplemented with the following:

35 Large Woody Debris

This work consists of placing large woody debris along the toe of the slope where shown and as detailed in the Contract Plans. Care should be taken when handling log materials to minimize damage such as abrasion, splitting, crushing and shearing to the tree trunk and root wads where intact and required.

42 Streambed Mix

43

41

44

45

46 47

48 49

52

The Contractor shall manufacture "Streambed Mix" by combining 1 part Streambed Sediment and 3 parts 4" Streambed Cobbles on-site or prior to placing. Place in stream channel and culvert as profiled and detailed in the Contract Plans.

Filler Stone

⁵⁰ Place Streambed Sediment for filler stone on top of final lift of the Streambed Sediment/Cobble mix ⁵¹ and compact until firm and stable using water as needed to ensure surface voids are filled.

1 2	8-15.4 Measurement
3 4	(******) Section 8-15.4 is supplemented with the following:
5 6 7	"Large Woody Debris" shall be measured per each installed regardless of length, diameter, or attached root wad.
8 9 10 11 12	"Streambed Mix" will be measured per Ton. The unit contract price per ton for Streambed Mix shall be full pay for furnishing all labor, mixing, haul, tools, materials, cobble and sediment, additional Streambed Sediment (Filler Stone), and equipment required to place material as shown in the Contract Plans.
13 14	8-15.5 Payment
15 16	(******) Section 8-15.5 is supplemented with the following:
17 18 19 20	"Large Woody Debris", per each. Payment for "Large Woody Debris" per each, shall be full pay for the Work described in this Section including excavation, backfilling, and compaction.
21 22	"Streambed Mix" per Ton.
23 24	8-23, TEMPORARY PAVEMENT MARKINGS
25 26 27 28	8-23.4 Measurement Section 8-23.4 is revised to read:
29 30	(******) No measurement will be made for Temporary Pavement Markings.
31 32 33	8-23.5 Payment Section 8-23.5 is revised to read:
34 35 36 37	(******) All costs for furnishing, installing, and maintaining Temporary Pavement Markings shall be included in the cost of the HMA.
38 39 40	DIVISION 9 MATERIALS
41 42	(*****)
43 44	SECTION 9-02, BITUMINOUS MATERIALS
45 46	9-02.1 Asphalt Material, General The second paragraph is revised to read:
47 48 49 50	The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP
	Stearns Creek Tributary Culvert Replacement Project

(Pleasant Valley Rd MP 2.179), CMP-1603

shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once
 accepted, any change to the QCP will require a new QCP to be submitted for acceptance. The
 Asphalt Supplier of PG asphalt binder and emulsified asphalt shall certify through the Bill of Lading
 that the PG asphalt binder or emulsified asphalt meets the Specification requirements of the
 Contract.

9-03 AGGREGATES

9-03.8 Aggregates for Hot Mix Asphalt

- 9-03.8 (2) HMA Test Requirements
- (*****)
 - Section 9-03.8(2) is supplemented with the following:
 - ESAL's

The number of ESAL's for the design and acceptance of the HMA for paving shall be *** 1*** million.

9-03.8(7) HMA Tolerances and Adjustments

(*****)

Delete item 1 and replace it with the following:

1. **Job Mix Formula Tolerances**. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

27			
28		Nonstatistical	Commercial
29		Evaluation	Evaluation
30	Aggregate, percent passing		
31	1", ¾", ½", and 3/8" sieves	±6%	±8%
32	U.S. No. 4 sieve	±6%	±8%
33	U.S. No. 8 sieve	±4%	±8%
34	U.S. No. 16 sieve	±4%	±8%
35	U.S. No. 30 sieve	$\pm 4\%$	±8%
36	U.S. No. 50 sieve	±4%	±8%
37	U.S. No. 100 sieve	±4%	±8%
38	U.S. No. 200 sieve	±2.0%	±3.0%
39	Asphalt Binder	±0.5%	±0.7%
40			
41	VMA	1.5% below mini	mum value in 9-03.8(2)
42	VFA	min. and max. as	s listed in 9-03.8(2)
43	Va	2.5% minimum a	nd 5.5% maximum
44			
45			

 These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100.

50 POWER EQUIPMENT

(*****)

The successful bidder will be required to furnish the County a list of all equipment that they anticipate

utilizing on this project. 3

4

1

2

The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder 5 will be required to complete and return with the contract documents. This information will enable hourly 6 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction 7 Equipment". No payment for any force account work will be allowed until this form has been returned 8 and accepted by the County. 9

10

E-VERIFY 11

(*****) 12

13

"Effective June 21st, 2010, all contracts with a value of \geq \$100,000 shall require that the awarded 14 contractor register with the Department of Homeland Security E-Verify program. Contractors shall have 15 sixty days after the execution of the contract to register and enter into a Memorandum of Understanding 16 (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU 17 the contractor shall have an additional sixty days to provide a written record on the authorized 18 employment status of their employees and those of any sub-contractor(s) currently assigned to the 19 contract. Employees hired during the execution of the contract and after submission of the initial 20 verification will be verified to the county within 30 days of hire, as reported from the E-Verify program. 21 The contractor will continue to update the County on all corrective actions required and changes made 22 during the performance of the contract." 23

24

BOND 25

(*****) 26

27

The Bidder's special attention is directed to the attached bond form, which the successful bidder will be 28 required to execute and furnish the County. NO OTHER BOND FORMS WILL BE ACCEPTED. The 29 bond shall be for the full amount of the contract. 30

31

LEWIS COUNTY ESTIMATES AND PAYMENT POLICY 32

(*****) 33

Payment cutoff shall be the last day of each month, inclusive of that day. On or before the 5th day of 34 each calendar month during the term of this contract, the Contracting Agency shall prepare monthly 35 Progress Payments for work completed and material furnished. If the Contractor agrees, the 36 Contractor will approve the Progress Payment and return the estimate to the Contracting Agency by the 37 15th day of that same calendar month. The Contracting Agency shall prepare a voucher based upon 38 the approved Progress Payment and payment based thereon shall be due the Contractor near the 10th 39 day of the next calendar month. Material Supply contracts involving delivery of prefabricated material 40 or stockpile material only (no physical work on Contracting Agency property) may be reimbursed via 41 Contractor generated invoices upon written approval by the Engineer. Reimbursement by invoice shall 42 not be subject to late charges listed on the Contractor's standard invoice form. 43 44 When the Contractor reports the work is completed he/she shall then notify the Contracting Agency. 45

- The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the 46
- Contracting Agency is satisfied the work has been completed in accordance with all plans and 47
- specifications, the Contracting Agency shall then accept the work. 48

Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final

² Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final

³ payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance

⁴ of Contract, provided the conditions of Section 1-03.4 and Section1-07.2 of these Special Provisions

5 have been satisfied.

6

7 APPENDICES

8 (July 12, 1999)

⁹ The following appendices are attached and made a part of this contract:

10 ****** APPENDIX A: 11 **Traffic Control Plan** 12 13 APPENDIX B: 14 Washington State Prevailing Wage Rates 15 Wage Rate Supplement 16 Wage Rate Benefit Code Key 17 18 APPENDIX C: 19 **Culvert Shop Drawings** 20 21 APPENDIX D: 22 **Bid Proposal Documents** 23 24 **APPENDIX E:** 25 **Contract Documents** 26 27 **APPENDIX F:** 28 Permit Documents 29 30 APPENDIX G: 31 Contract Plans ****** 32 33 34 35

(April 2, 2018) STANDARD PLANS

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

The Standard Plans are revised as follows:

<u>A-30.15</u> DELETED

<u>A-40.10</u>

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

<u>A-50.10</u>

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

<u>A-50.20</u>

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

<u>A-50.30</u>

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

<u>A-60.30</u>

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

<u>B-10.20</u>

Substitute "step" in lieu of "handhold" on plan

<u>B-25.20</u>

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

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

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

<u>B-30.70</u>

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

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

<u>B-90.40</u> Valve Detail - DELETED

B-95.40

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

<u>C-4b</u> DELETED

<u>C-4e</u> DELETED

<u>C-16b</u> DELETED

<u>C-22.14</u> DELETED

<u>C-22.16</u>

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

<u>C-22.40</u>

Elevation View, MSKT-SP-MGS (TL-3), dimension, MSKT-SP-MGS (TL-3) SYSTEM LENGTH = 50' - 0", dimension is revised to read: 46' - 101/2"

<u>C-22.41</u> DELETED

<u>C-22.45</u>

Elevation View, MSKT-SP-MGS (TL-2), Dimension, "MSKT-SP-MGS (TL-2) SYSTEM LENGTH = 25' - 0"; the 25' - 0" dimension is shown to begin at the centerline of POST 1 and terminate at the Mid-Span Splice located between (unlabeled) POST 6 and (unlabeled) POST 7. The dimension is revised to begin at the centerline of POST 1 and terminate at the centerline of (unlabeled) POST 5.

<u>C-25.18</u> DELETED

<u>D-10.10</u>

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

<u>D-10.15</u>

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

<u>D-10.20</u>

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

<u>D-10.25</u>

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

<u>D-10.30</u>

Wall Type 5 may be used in all cases.

<u>D-10.35</u>

Wall Type 6 may be used in all cases.

<u>D-10.40</u>

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

<u>D-10.45</u>

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

<u>D-15.10</u>

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

<u>D-15.20</u>

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

<u>D-15.30</u>

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

F-10.12

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

<u>F-10.40</u>

"EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted

<u>F-10.42</u>

DELETE – "Extruded Curb at Cut Slope" View

<u>G-22.10</u>

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

<u>G-24.60</u>

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

<u>G-60.10</u>

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

<u>G-90.10</u>

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

<u>G-95.10</u>

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

<u>H-70.20</u>

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

<u>l-30.30</u>

8" Diameter Wattle Spacing Table, lower left corner, was –"Slope:1H : 1V, Maximum Spacing:10' – 0"" is revised to read: "Slope:1H : 1V, Maximum Spacing:8' – 0"".

<u>J-3</u>

DELETED

<u>J-3b</u> DELETED

<u>J-3C</u> DELETED

<u>J-10.21</u>

Note 18, was – "When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details." Is revised to read; "When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details."

<u>J-10.22</u>

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

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

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

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

<u>J-20.10</u>

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

<u>J-20.11</u>

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

Sheet 2, Foundation Detail, Elevation, add note below Title, "(Type 1 Signal Pole Shown)" Add Note 6, "6. One accessible pedestrian signal assembly per pedestrian pushbutton post."

<u>J-20.26</u>

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

<u>J-20.16</u>

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

<u>J-21.10</u>

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ $\frac{3}{4}$ " (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ $\frac{3}{4}$ " (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY" Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 $\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

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

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

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

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

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

<u>J-21.15</u>

Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

<u>J-21.16</u>

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

<u>J-22.15</u>

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

<u>J-26.20</u>

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

Was - "NUTS AASHTO M 291 (ASTM A263) GRADE DH" is revised to read: "NUTS ASTM A563 GRADE DH"

<u>J-28.43</u>

KEY notes, note 1, was – "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 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)" <u>J-40.10</u>

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

<u>J-60.14</u>

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

<u>M-11.10</u>

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-10.10-008/7/07 A-10.20-0010/5/07 A-10.30-008/31/07 A-20.10-008/31/07 A-30.10-0011/8/07 A-30.30-016/16/11 A-30.35-0010/12/07	A-40.00-008/11/09 A-40.10-0312/23/14 A-40.15-008/11/09 A-40.20-041/18/17 A-40.50-0212/23/14 A-50.10-0011/17/08 A-50.20-019/22/09	A-50.30-0011/17/08 A-50.40-0011/17/08 A-60.10-0312/23/14 A-60.20-0312/23/14 A-60.30-0011/8/07 A-60.40-008/31/07
$\begin{array}{l} B-5.20-02. \\ 1/26/17\\ B-5.40-02. \\ 1/26/17\\ B-5.60-02. \\ 1/26/17\\ B-10.20-01. \\ 2/7/12\\ B-10.40-01. \\ 1/26/17\\ B-10.60-00. \\ 6/8/06\\ B-10.70-00. \\ 1/26/17\\ B-15.20-01. \\ 2/7/12\\ B-15.40-01. \\ 2/7/12\\ B-15.60-02. \\ 1/26/17\\ B-20.20-02. \\ 3/16/12\\ B-20.40-03. \\ 3/15/12\\ B-25.20-01. \\ 3/15/12\\ B-25.20-01. \\ 3/15/12\\ B-25.60-01. \\ 1/26/17\\ B-30.10-02. \\ 1/26/17\\ B-30.30-02. \\ 1/26/17\\ B-30.40-02. \\ 1/26/17\\ \end{array}$	$\begin{array}{l} B-30.50-02. 1/26/17\\ B-30.70-03. 4/26/12\\ B-30.80-00. 6/8/06\\ B-30.90-02. 1/26/17\\ B-35.20-00. 6/8/06\\ B-35.40-00. 6/8/06\\ B-40.20-00. 6/1/06\\ B-40.40-02. 1/26/17\\ B-45.20-01. 7/11/17\\ B-45.20-01. 7/21/17\\ B-50.20-00. 6/1/06\\ B-55.20-01. 1/26/17\\ B-60.20-00. 6/1/06\\ B-65.20-01. 4/26/12\\ B-65.40-00. 6/1/06\\ B-70.20-00. 6/1/06\\ B-70.20-00. 6/1/06\\ B-70.60-01. 1/26/17\\ \end{array}$	$\begin{array}{l} B-75.20-016/10/08\\ B-75.50-016/10/08\\ B-75.60-006/8/06\\ B-80.20-006/8/06\\ B-80.40-006/1/06\\ B-82.20-006/1/06\\ B-85.10-016/10/08\\ B-85.20-006/1/06\\ B-85.30-006/1/06\\ B-85.30-006/8/06\\ B-85.50-016/10/08\\ B-90.10-006/8/06\\ B-90.20-006/8/06\\ B-90.30-006/8/06\\ B-90.30-006/8/06\\ B-90.40-011/26/17\\ B-90.50-006/8/06\\ B-95.20-012/3/09\\ B-95.40-006/8/06\\ \end{array}$
C-17/12/16 C-1a7/14/15	C-67/15/16 C-6a10/14/09	C-23.60-047/21/17 C.24.10-016/11/14

$\begin{array}{cccccccccccccccccccccccccccccccccccc$	C-6c7/15/16 C-6d7/15/16 C-6f7/15/16 C-76/16/11 C-7a6/16/11 C-7a6/16/11 C-7a6/16/11 C-7a6/16/11 C-7a6/16/11 C-8a7/25/97 C-8b2/29/10 C-8b2/29/10 C-8e2/21/07 C-8f6/30/00 C-107/15/10 C-16a7/21/17 C-20.10-047/21/17 C-20.10-047/21/17 C-20.11-007/21/17 C-20.14-036/11/11 C-20.15-026/11/11 C-20.18-026/11/11 C-20.40-067/21/17 C-20.41-017/14/11 C-20.42-057/14/11 C-20.45.017/2/12	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
C-4f7/2/12	C-22.16-067/21/17 C-22.40-067/21/17 C-22.45-037/21/17	
$\begin{array}{l} D-2.04-00. \\ 11/10/05\\ D-2.06-01. \\ 1/6/09\\ D-2.08-00. \\ 11/10/05\\ D-2.14-00. \\ 11/10/05\\ D-2.16-00. \\ 11/10/05\\ D-2.18-00. \\ 11/10/05\\ D-2.20-00. \\ 11/10/05\\ D-2.32-00. \\ 11/10/05\\ D-2.34-01. \\ 1/6/09\\ D-2.36-03. \\ 6/11/14\\ D-2.42-00. \\ 11/10/05\\ D-2.60-00. \\ 11/10/05\\ D-2.62-00. \\ 11/10/05\\ D-2.46-01. \\ 6/11/14\\ \end{array}$	$\begin{array}{l} D-2.48-0011/10/05\\ D-2.64-011/6/09\\ D-2.66-0011/10/05\\ D-2.68-0011/10/05\\ D-2.80-0011/10/05\\ D-2.82-0011/10/05\\ D-2.82-0011/10/05\\ D-2.84-0011/10/05\\ D-2.86-0011/10/05\\ D-2.88-0011/10/05\\ D-2.92-0011/10/05\\ D-3.09-005/17/12\\ D-3.10-015/29/13\\ D-3.11-036/11/14\\ D-3.15-026/10/13\\ D-3.16-025/29/13\\ \end{array}$	$\begin{array}{l} D-3.17-025/9/16\\ D-412/11/98\\ D-66/19/98\\ D-10.10-0112/2/08\\ D-10.15-0112/2/08\\ D-10.20-007/8/08\\ D-10.25-007/8/08\\ D-10.30-007/8/08\\ D-10.35-007/8/08\\ D-10.45-0112/2/08\\ D-10.45-0112/2/08\\ D-15.10-0112/2/08\\ D-15.20-035/9/16\\ D-15.30-0112/02/08\\ \end{array}$
E-12/21/07 E-25/29/98	E-48/27/03 E-4a8/27/03	
F-10.12-036/11/14 F-10.16-0012/20/06 F-10.18-017/11/17 F-10.40-036/29/16 F-10.42-001/23/07	F-10.62-024/22/14 F-10.64-034/22/14 F-30.10-036/11/14 F-40.12-036/29/16 F-40.14-036/29/16	F-40.15-036/29/16 F-40.16-036/29/16 F-45.10-027/15/16 F-80.10-047/15/16

G-10.10-009/20/07 G-20.10-026/23/15 G-22.10-037/10/15 G-24.10-0011/8/07 G-24.20-012/7/12 G-24.30-012/7/12 G-24.40-062/29/16 G-24.50-047/11/17 G-24.60-046/23/15	G-25.10-046/10/13 G-30.10-046/23/15 G-50.10-026/23/15 G-60.10-036/18/15 G-60.20-026/18/15 G-60.30-026/18/15 G-70.10-036/18/15 G-70.20-047/21/17 G-70.30-047/21/17	G-90.10-037/11/17 G-90.11-004/28/16 G-90.20-057/11/17 G-90.30-047/11/17 G-90.40-024/28/16 G-95.10-016/2/11 G-95.20-026/2/11 G-95.30-026/2/11
H-10.10-007/3/08	H-32.10-009/20/07	H-70.10-012/7/12
H-10.15-007/3/08	H-60.10-017/3/08	H-70.20-012/16/12
H-30.10-0010/12/07	H-60.20-017/3/08	H-70.30-022/7/12
I-10.10-018/11/09	I-30.20-009/20/07	I-40.20-009/20/07
1-30.10-023/22/13	1-30.30-016/10/13	1-50.20-016/10/13
I-30.15-023/22/13	I-30.40-016/10/13	I-60.10-016/10/13
I-30.16-003/22/13	1-30.60-005/29/13	I-60.20-016/10/13
I-30.17-003/22/13	I-40.10-009/20/07	I-80.10-027/15/16
J-107/18/97	J-26.20-006/11/14	J-40.38-015/20/13
J-10.10-036/3/15	J-27.10-017/21/16	J-40.39-005/20/13
J-10.15-016/11/14	J-27.15-003/15/12	J-40.40-014/28/16
J-10.16-006/3/15	J-28.10-015/11/11	J-45.36-007/21/17
J-10.17-006/3/15	J-28.22-008/07/07	
J-10.18-006/3/15	J-28.24-016/3/15	J-50.10-006/3/11
J-10.20-016/1/16	J-28.26-0112/02/0	
J-10.21-006/3/15	J-28.30-036/11/14	
J-10.22-005/29/13	J-28.40-026/11/14	
J-10.25-007/11/17	J-28.42-016/11/14	
J-15.10-016/11/14	J-28.43-006/11/14	
J-15.15-027/10/15	J-28.45-037/21/16	
J-20.10-036/30/14	J-28.50-037/21/16	
J-20.11-026/30/14	J-28.60-027/21/16	
J-20.15-036/30/14	J-28.70-037/21/17	
J-20.16-026/30/14	J-29.10-017/21/16	
J-20.20-025/20/13	J-29.15-017/21/16	
J-20.26-017/12/12	J-29.16-027/21/16	
J-21.10-046/30/14	J-30.10-006/18/15	
J-21.15-016/10/13	J-40.05-007/21/16	
J-21.16-016/10/13	J-40.10-044/28/16	
J-21.17-016/10/13	J-40.20-034/28/16	
J-21.20-016/10/13	J-40.30-044/28/16	
J-22.15-027/10/15	J-40.35-015/29/13	
J-22.16-037/10/15	J-40.36-027/21/17	
J-26.10-037/21/16	J-40.37-027/21/17	
J-26.15-015/17/12		J-90.21-014/28/16

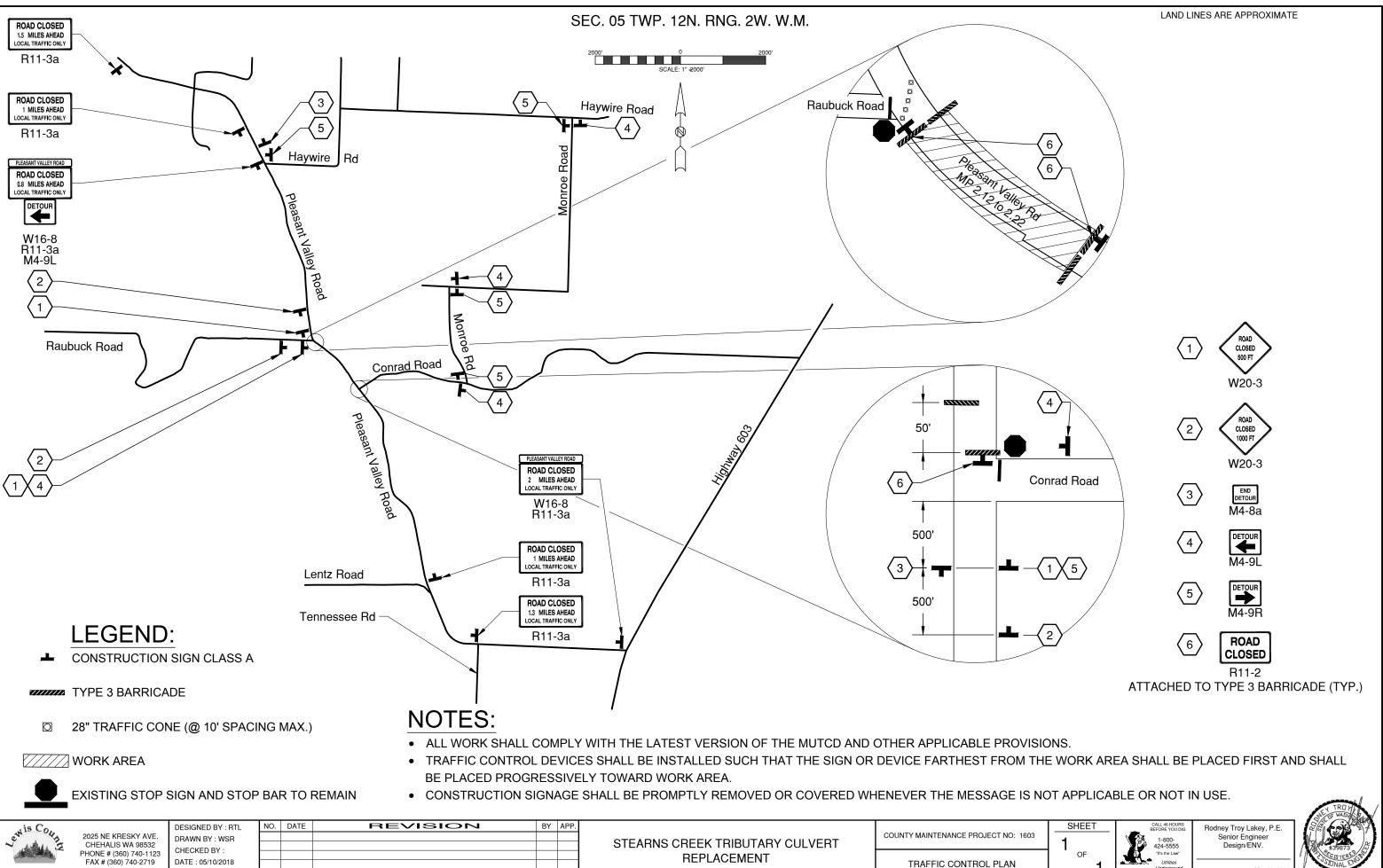
K-70.20-01.....6/1/16 K-80.10-01.....6/1/16

K-80.20-0012/20/06 K-80.30-002/21/07 K-80.35-002/21/07 K-80.37-002/21/07		
L-10.10-026/21/12	L-40.10-026/21/12	L-70.10-015/21/08
L-20.10-037/14/15 L-30.10-026/11/14	L-40.15-016/16/11 L-40.20-026/21/12	L-70.20-015/21/08
L-30.10-020/11/14	L-40.20-020/21/12	
M-1.20-036/24/14	M-12.10-007/11/17	M-40.10-036/24/14
M-1.40-026/3/11	M-15.10-012/6/07	M-40.20-0010/12/07
M-1.60-026/3/11	M-17.10-027/3/08	M-40.30-017/11/17
M-1.80-036/3/11	M-20.10-026/3/11	M-40.40-009/20/07
M-2.20-037/10/15	M-20.20-024/20/15	M-40.50-009/20/07
M-2.21-007/10/15	M-20.30-042/29/16	M-40.60-009/20/07
M-3.10-036/3/11	M-20.40-036/24/14	M-60.10-016/3/11
M-3.20-026/3/11	M-20.50-026/3/11	M-60.20-026/27/11
M-3.30-036/3/11	M-24.20-024/20/15	M-65.10-025/11/11
M-3.40-036/3/11	M-24.40-024/20/15	M-80.10-016/3/11
M-3.50-026/3/11	M-24.50-006/16/11	M-80.20-006/10/08
M-5.10-026/3/11	M-24.60-046/24/14	M-80.30-006/10/08
M-7.50-011/30/07	M-24.65-007/11/17	
M-9.50-026/24/14	M-24.66-007/11/17	
M-9.60-002/10/09		

M-11.10-02.....7/11/17

APPENDIX A

TRAFFIC CONTROL PLAN



Department of Public Work

Notes for Figure 6H-13—Typical Application 13 **Temporary Road Closure**

Support:

1. Conditions represented are a planned closure not exceeding 20 minutes during the daytime. **Standard:**

2. A flagger or uniformed law enforcement officer shall be used for this application. The flagger, if used for this application, shall follow the procedures provided in Sections 6E.07 and 6E.08.

Guidance:

3. The uniformed law enforcement officer, if used for this application, should follow the procedures provided in Sections 6E.07 and 6E.08.

Option:

4. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

5. When used, the BE PREPARED TO STOP sign should be located before the Flagger symbol sign.

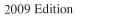
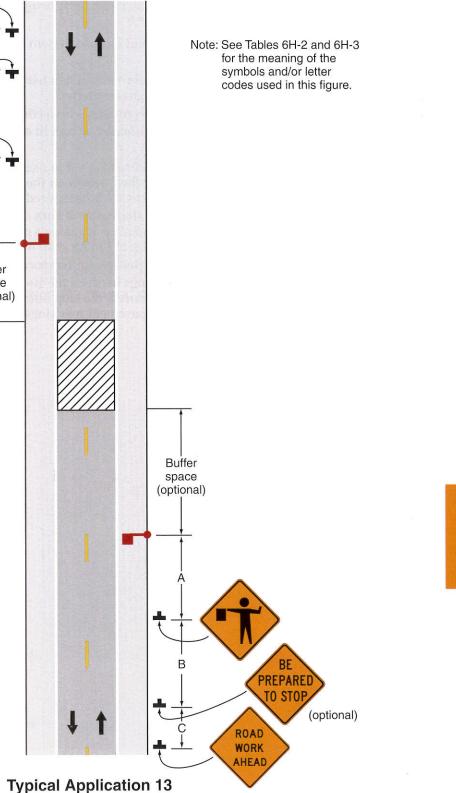


Figure 6H-13. Temporary Road Closure (TA-13)

IFAL MORK **GAOA** (optional) **JAREPARE** B Buffer space (optional)



APPENDIX B

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 5/30/2018

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

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

Lewis	Hod Carriers & Mason Tenders	Journey Level	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$11.50		<u>1</u>	
Lewis	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$11.50		1	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.50		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$11.50		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$11.50		<u>1</u>	
Lewis	Insulation Applicators	Journey Level	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	Ironworkers	Journeyman	\$67.88	<u>7N</u>	<u>10</u>	
Lewis	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Airtrac Drill Operator	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Ballast Regular Machine	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Batch Weighman	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Brick Pavers	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Brush Cutter	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Brush Hog Feeder	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Burner	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Caisson Worker	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Carpenter Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Caulker	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Cement Dumper-paving	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Cement Finisher Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Change House Or Dry Shack	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Chipping Gun (under 30 Lbs.)	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Choker Setter	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Chuck Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Clary Power Spreader	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Clean-up Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Concrete Dumper/chute	\$47.44	<u>7A</u>	<u>31</u>	

Lewis	Laborers	Concrete Form Stripper	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Concrete Placement Crew	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Concrete Saw Operator/core Driller	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Crusher Feeder	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Curing Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Ditch Digger	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Diver	\$48.02	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Dry Stack Walls	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Dump Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Epoxy Technician	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Erosion Control Worker	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Faller & Bucker Chain Saw	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Fine Graders	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Firewatch	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Form Setter	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Gabian Basket Builders	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	General Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Grade Checker & Transit Person	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Grinders	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Grout Machine Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Groutmen (pressure)including Post Tension Beams	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Guardrail Erector	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Hazardous Waste Worker (level A)	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Hazardous Waste Worker (level B)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Hazardous Waste Worker (level C)	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	High Scaler	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Jackhammer	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Laserbeam Operator	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Maintenance Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Manhole Builder-mudman	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Material Yard Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Motorman-dinky Locomotive	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$47.44	<u>7</u> A	<u>31</u>	
Lewis	Laborers	Pavement Breaker	\$47.44	<u>7A</u>	<u>3I</u>	

Lewis	Laborers	Pilot Car	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pipe Layer Lead	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pipe Layer/tailor	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pipe Pot Tender	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pipe Reliner	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pipe Wrapper	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pot Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Powderman	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Powderman's Helper	\$46.57	<u>7A</u> 7A	<u>31</u>	
Lewis	Laborers	Power Jacks	\$47.44	<u>7A</u> 7A	<u>31</u>	
Lewis	Laborers	Railroad Spike Puller - Power	\$47.44		<u>31</u>	
Lewis	Laborers	Raker - Asphalt	\$48.02	<u>7A</u> 7A	<u>31</u>	
		Re-timberman	\$48.02 \$48.02			
Lewis	Laborers			<u>7A</u>	<u>31</u>	
Lewis	Laborers	Remote Equipment Operator	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rigger/signal Person	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rip Rap Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rivet Buster	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rodder	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Scaffold Erector	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Scale Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Sloper (over 20")	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Sloper Sprayer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Spreader (concrete)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Stake Hopper	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Stock Piler	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Tamper (multiple & Self- propelled)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Toolroom Person (at Jobsite)	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Topper	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Track Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Track Liner (power)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Traffic Control Laborer	\$42.22	<u>7A</u>	<u>31</u>	<u>8R</u>
Lewis	Laborers	Traffic Control Supervisor	\$42.22	<u>7A</u>	<u>31</u>	<u>8R</u>
Lewis	Laborers	Truck Spotter	\$46.57	<u>7A</u>	31	
Lewis	Laborers	Tugger Operator	\$47.44	<u>7A</u>	31	
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$92.60	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$97.63	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$101.31	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$107.01	<u>7A</u>	<u>31</u>	<u>8Q</u>
		Tunnel Work-Compressed Air	\$109.13	<u>7A</u>	<u>31</u>	<u>8Q</u>

Lewis	Laborers	Tunnel Work-Compressed Air	\$114.23	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	Laborers	Worker 64.01-68.00 psi Tunnel Work-Compressed Air	\$116.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
		Worker 68.01-70.00 psi				
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$118.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$120.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$48.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Miner	\$48.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
Lewis	Laborers	Vibrator	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Vinyl Seamer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Watchman	\$35.88	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Welder	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Well Point Laborer	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Window Washer/cleaner	\$35.88	<u>7A</u>	<u>31</u>	
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
Lewis	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$11.50		<u>1</u>	
Lewis	Landscape Construction	Landscaping Or Planting Laborers	\$11.50		<u>1</u>	
Lewis	Lathers	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Lewis	Marble Setters	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	<u>Metal Fabrication (In Shop)</u>	Fitter	\$15.16		<u>1</u>	
Lewis	<u>Metal Fabrication (In Shop)</u>	Laborer	\$11.50		<u>1</u>	
Lewis	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$11.50		<u>1</u>	
Lewis	<u>Metal Fabrication (In Shop)</u>	Painter	\$11.50		<u>1</u>	
Lewis	<u>Metal Fabrication (In Shop)</u>	Welder	\$15.16		<u>1</u>	
Lewis	<u>Millwright</u>	Journey Level	\$58.68	<u>5D</u>	<u>4C</u>	
Lewis	<u>Modular Buildings</u>	Cabinet Assembly	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Electrician	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Equipment Maintenance	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Plumber	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Production Worker	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Tool Maintenance	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Utility Person	\$11.50		<u>1</u>	
Lewis	<u>Modular Buildings</u>	Welder	\$11.50		<u>1</u>	
Lewis	Painters	Journey Level	\$41.60	<u>6Z</u>	<u>2B</u>	
Lewis	<u>Pile Driver</u>	Crew Tender	\$52.37	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$71.35	<u>5D</u>	<u>4C</u>	

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

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

Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Motor patrol graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7</u> 4	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger/Signal Person,	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

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

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

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

Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-	Rigger/Signal Person,	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

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

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

Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$78.17	<u>7F</u>	<u>1E</u>	
Lewis	<u>Sign Makers & Installers</u> (<u>Electrical)</u>	Journey Level	\$18.04		<u>1</u>	
Lewis	<u>Sign Makers & Installers (Non- Electrical)</u>	Journey Level	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Soft Floor Layers	Journey Level	\$22.87		<u>1</u>	
Lewis	Solar Controls For Windows	Journey Level	\$11.50		<u>1</u>	
Lewis	<u>Sprinkler Fitters (Fire</u> <u>Protection)</u>	Journey Level	\$56.81	<u>7J</u>	<u>1R</u>	
Lewis	<u>Stage Rigging Mechanics (Non</u> <u>Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Lewis	Stone Masons	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		<u>1</u>	
Lewis	<u>Surveyors</u>	All Classifications	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	Surveyors	Construction Site Surveyor	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	Telecommunication Technicians	Journey Level	\$31.72		<u>1</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Cable Splicer	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Hole Digger/Ground Person	\$22.78	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Installer (Repairer)	\$38.87	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Special Aparatus Installer I	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Special Apparatus Installer II	\$39.73	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Telephone Equipment Operator (Heavy)	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Telephone Equipment Operator (Light)	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Telephone Lineperson	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Groundperson	\$21.60	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Lineperson/Installer	\$28.68	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Television System Technician	\$34.10	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Technician	\$30.69	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Tree Trimmer	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<u>Terrazzo Workers</u>	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Lewis	<u>Tile Setters</u>	Journey Level	\$21.65		<u>1</u>	
Lewis	<u>Tile, Marble & Terrazzo</u> <u>Finishers</u>	Finisher	\$42.19	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$45.43	<u>7A</u>	<u>1K</u>	
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8</u>
Lewis	Truck Drivers	Asphalt Mix To 16 Yards (W.	\$51.86	<u>5D</u>	<u>3A</u>	<u>8</u>

		WA-Joint Council 28)				
Lewis	Truck Drivers	Dump Truck	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Other Trucks	\$32.52		<u>1</u>	
Lewis	Truck Drivers	Transit Mixer	\$29.67	<u>61</u>	<u>2H</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$11.50		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

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

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

ITEM DESCRIP	ΓΙΟΝ
--------------	------

8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		x
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	x	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	Х	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	x	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13.	Concrete PilingPrecast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec	x	
14.	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15.	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16.	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		Х

17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		x
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		х
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		x
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		x
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		Х
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.		х
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	x	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	x	

ITEM DESCRIPTION

YES

NO

ITEM DESCRIPTION

YES NO

27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	Х	
28.	 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A 	x	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	x	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	x	
33.	Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION

34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	x	
36.	 Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111. 	x	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		x
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	Х	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia Provisions for pre-approved drawings.	x	
40.	 Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings 	x	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		x

	ITEM DESCRIPTION	YES	NO
42.	 Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed 	x	x
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44.	Guardrail components	X	Х
		Custom End Sec	Standard Sec
45.	Aggregates/Concrete mixes		red by 6-127-018
46.	Asphalt		red by 6-127-018
47.	Fiber fabrics		Х
48.	Electrical wiring/components		Х
49.	treated or untreated timber pile		X
50.	Girder pads (elastomeric bearing)	Х	
51.	Standard Dimension lumber		X
52.	Irrigation components		Χ

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

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 <u>39.12.010</u>

⁽The definition of "locality" in RCW <u>39.12.010</u>(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 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.]

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 fourten 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, tenhour 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:

5.

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 fourday, ten hour work week, and Saturday shall be paid at one and one half $(1\frac{1}{2})$ 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

- 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).

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).
 - 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).

6.

- 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).

6

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

D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

8.

- 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.

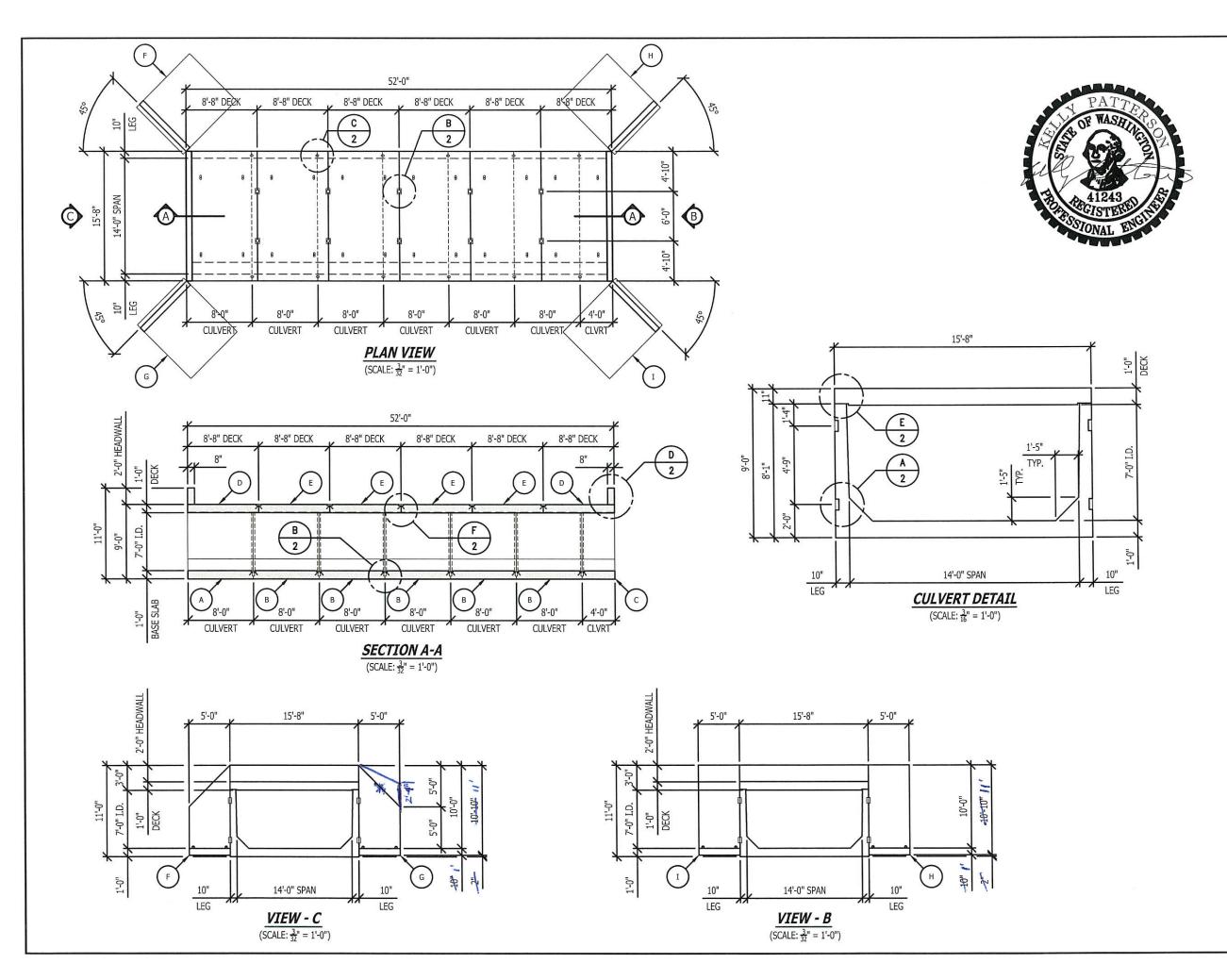
Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.

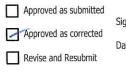
W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

APPENDIX C

CULVERT SHOP DRAWINGS

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603





REFERENCE SPECIFICATIONS: Design Criteria: AASHTO Bridge Design Specifications.

Manufacture: ASTM C1786

MATERIALS:

- Aggregate conforms to ASTM C33.
 Portland Cement conforms to ASTM C150.
- Fly ash conforms to ASTM C618. 3.
- All bar reinforcing steel conforms to ASTM A615 Grade 60.
- Welded wire fabric conforms to ASTM A1064, 70 KSI. 5.
- Admixtures conform to ASTM C494. 6.
- Concrete minimum compressive strength (at 28 days) 6000 PSI.
 Concrete strip strength is 2500 PSI.

DELIVERY AND INSTALLATION:

- The contractor provides rigging and off loading at the job site.
- 2. The contractor provides all weld plates and accessories which are not cast directly in the concrete,
- Follow any installation procedures described in the project documents. More restrictive requirements outlined in the project documents or a corresponding geotechnical report take precedence.
- 4. The subgrade preparation and backfill sections of these notes provide basic installation criteria.

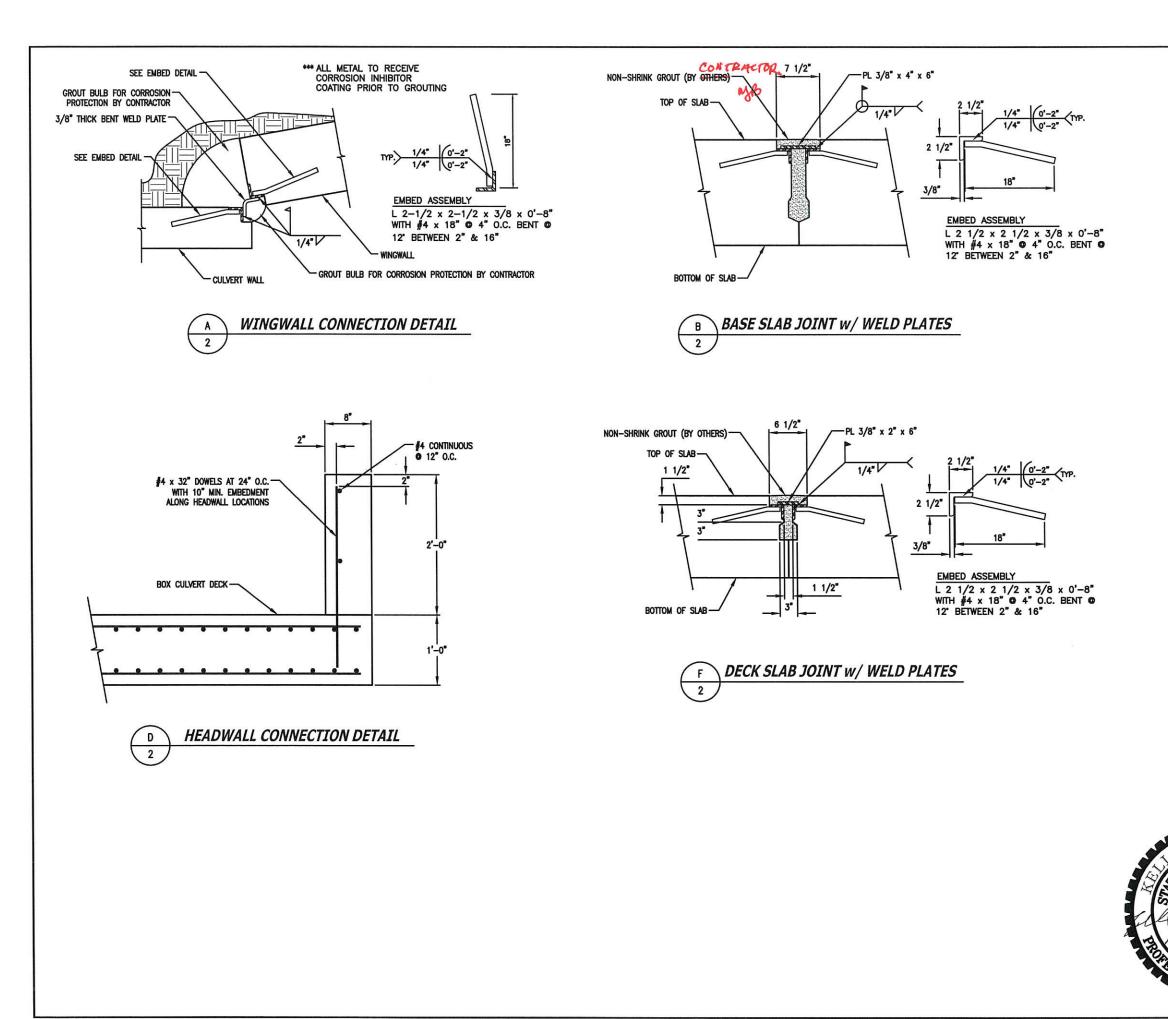
SUBGRADE PREPARATION:

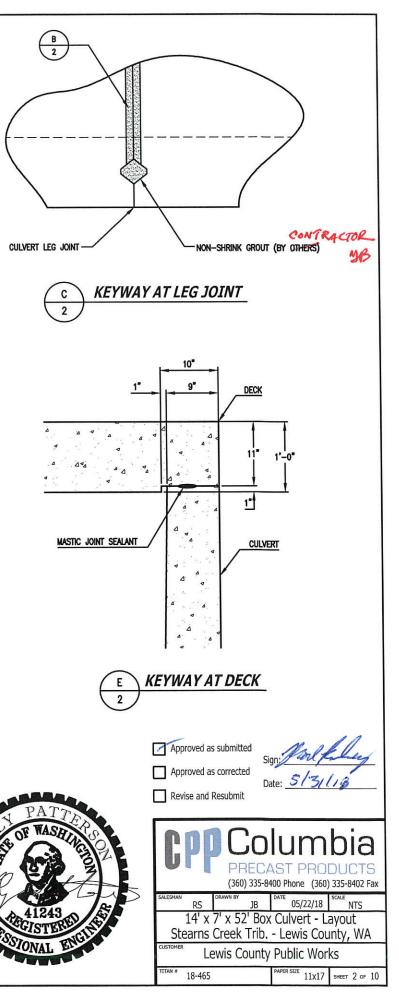
- All loose and disturbed soil shall be removed prior to placing box 1.
- sections.
- The box sections shall be underlain by at least 4" of compacted gravel over compacted structural fill or undisturbed native soils.
- BOX JOINTS:
- Box units laid sequentially form a joint which requires grout to prevent soil infiltration. Solid grout all joints with non-shrink grout.
 The legs of the 3-sided section key into deck slab. The key is cleaned of
- all debris. Shim plates are used in the keyway to collimate sections.
- 3. All joints are troweled smooth and solid. Use a non-shrink grout
- conforming to ASTM C1107 and butyl tape conforming to ASTM C877.
- BACKFILL: 1. Backfill shall consist of well graded soil free of organics and deleterious material.
- 2. Backfill shall be placed in 12" lifts and compacted to a minimum of 90% modified proctor density.

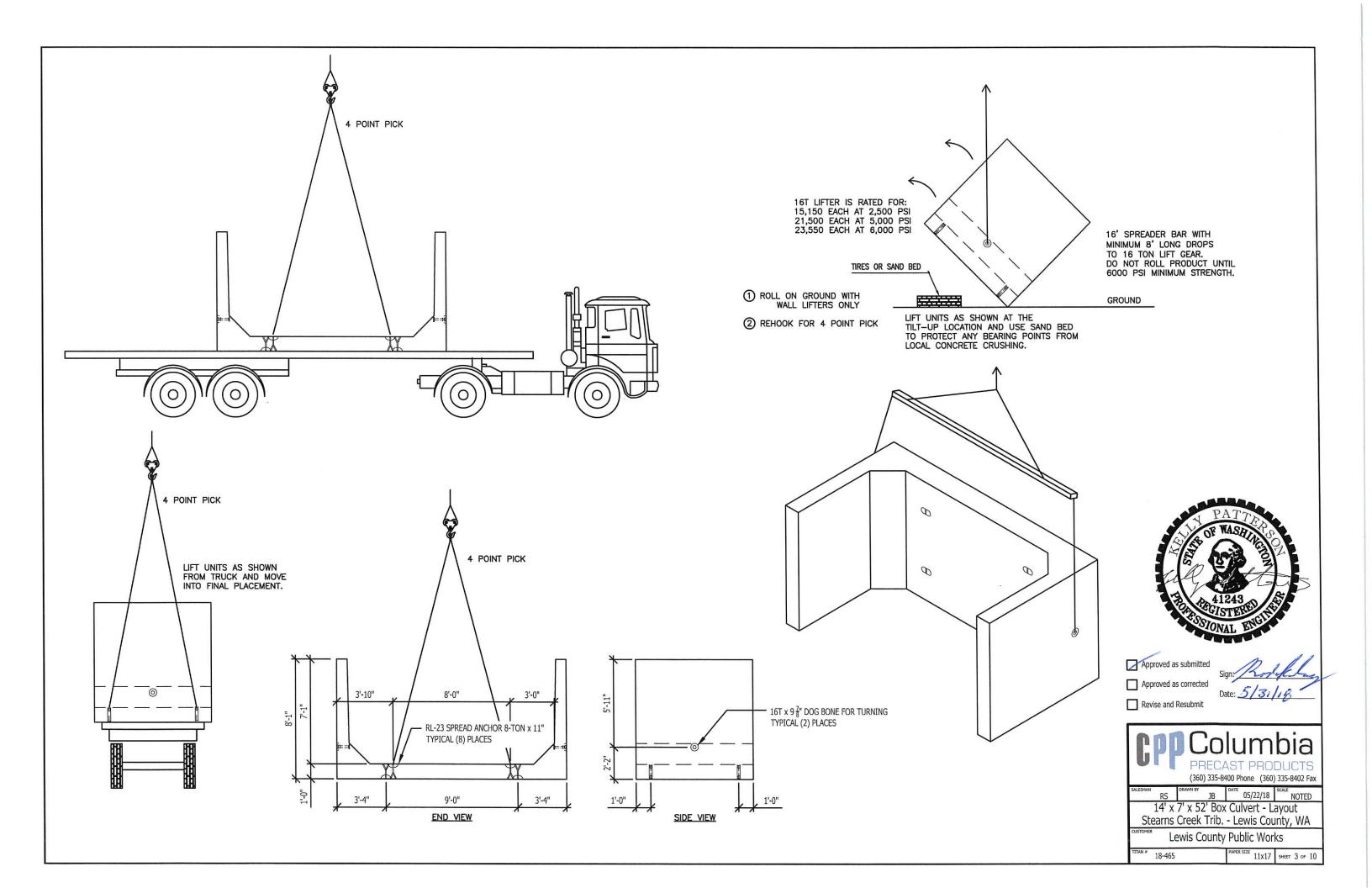
- GENERAL NOTES: 1. The above notes shall apply unless noted otherwise on the plans or specifications. In the case of conflict with the plans or specifications, the more restrictive requirements shall apply.
- Weights listed are approximate.
 Refer to C.R.I. drawing(s) for steel reinforcing details.

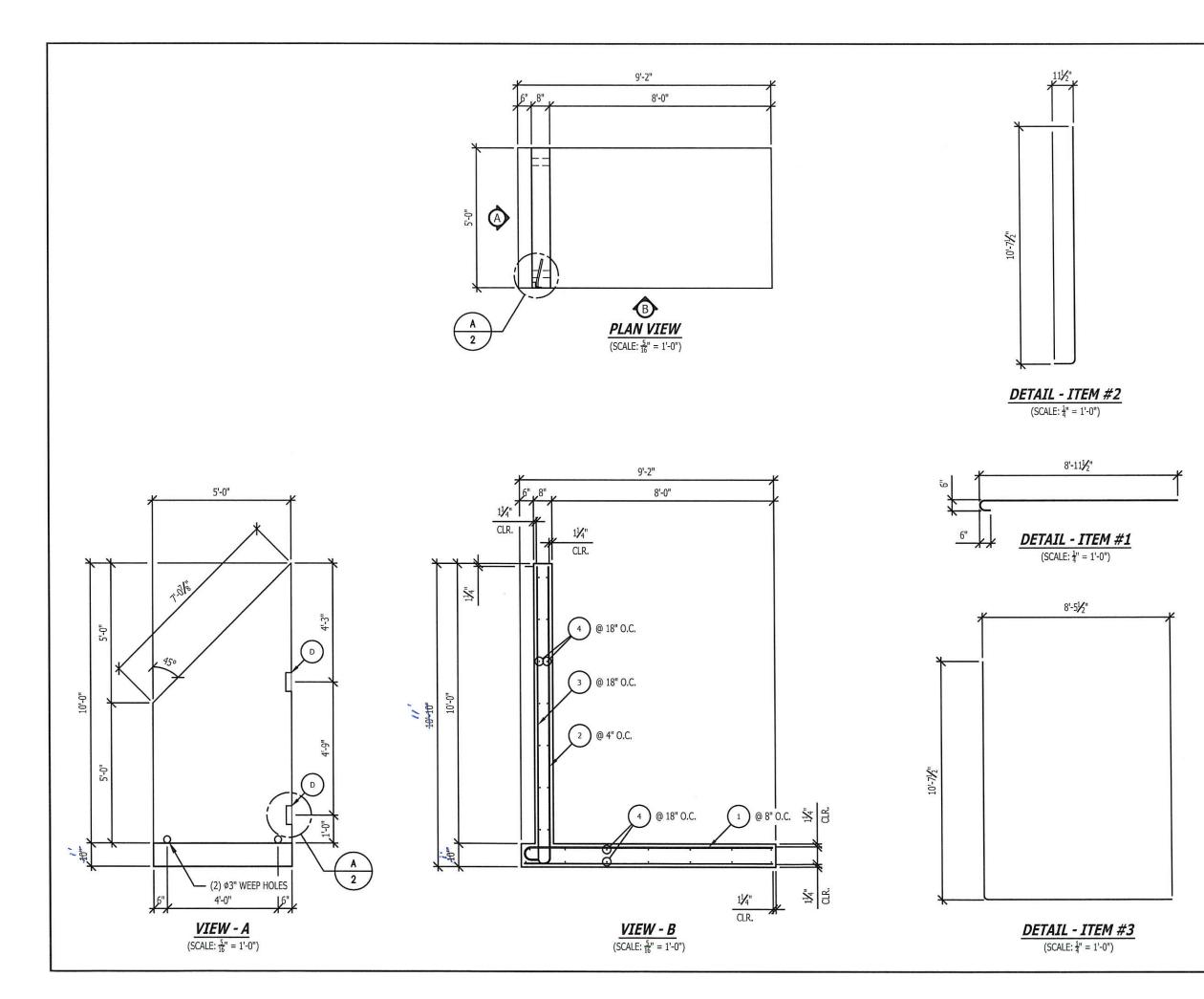
	BILL OF MATERIALS				
ITEM	QTY	DESCRIPTION	WEIGHT (ea.)		
Α	1	CULVERT @ END x 8'	34,600 LBS		
В	5	CULVERT @ CEN x 8'	34,600 LBS		
С	1	CULVERT @ END x 4'	17,300 LBS		
D	2	DECK @ END x 8'-8" w/ Headwall	24,100 LBS		
Е	4	DECK @ CEN x 8'-8"	20,200 LBS		
F	1	WINGWALL #1	9,500 LBS		
G	1	WINGWALL #2	10,100 LBS		
Н	1	WINGWALL #3	10,750 LBS		
Ι	1	WINGWALL #4	10,750 LBS		

C	p	PRECA	IUM AST PRO 400 Phone (360)	DUCTS
SALESMAN	RS		DATE 05/22/18	
Ste		7' x 52' Box Creek Trib.		ayout
CUSTOMER	Le	ewis County	Public Wor	ks
TITAN #	18-465		PAPER SIZE 11x17	SHEET 1 OF 10









Approved as submitted

Approved as corrected

Revise and Resubmit

 NOTES:

 1.
 CUT BARS TO MATCH SLOPE.

 2.
 WEIGHTS LISTED ARE APPROXIMATE.

 3.
 LIFTER DESIGNS TO BE PROVIDED PRIOR TO SHIPPING.

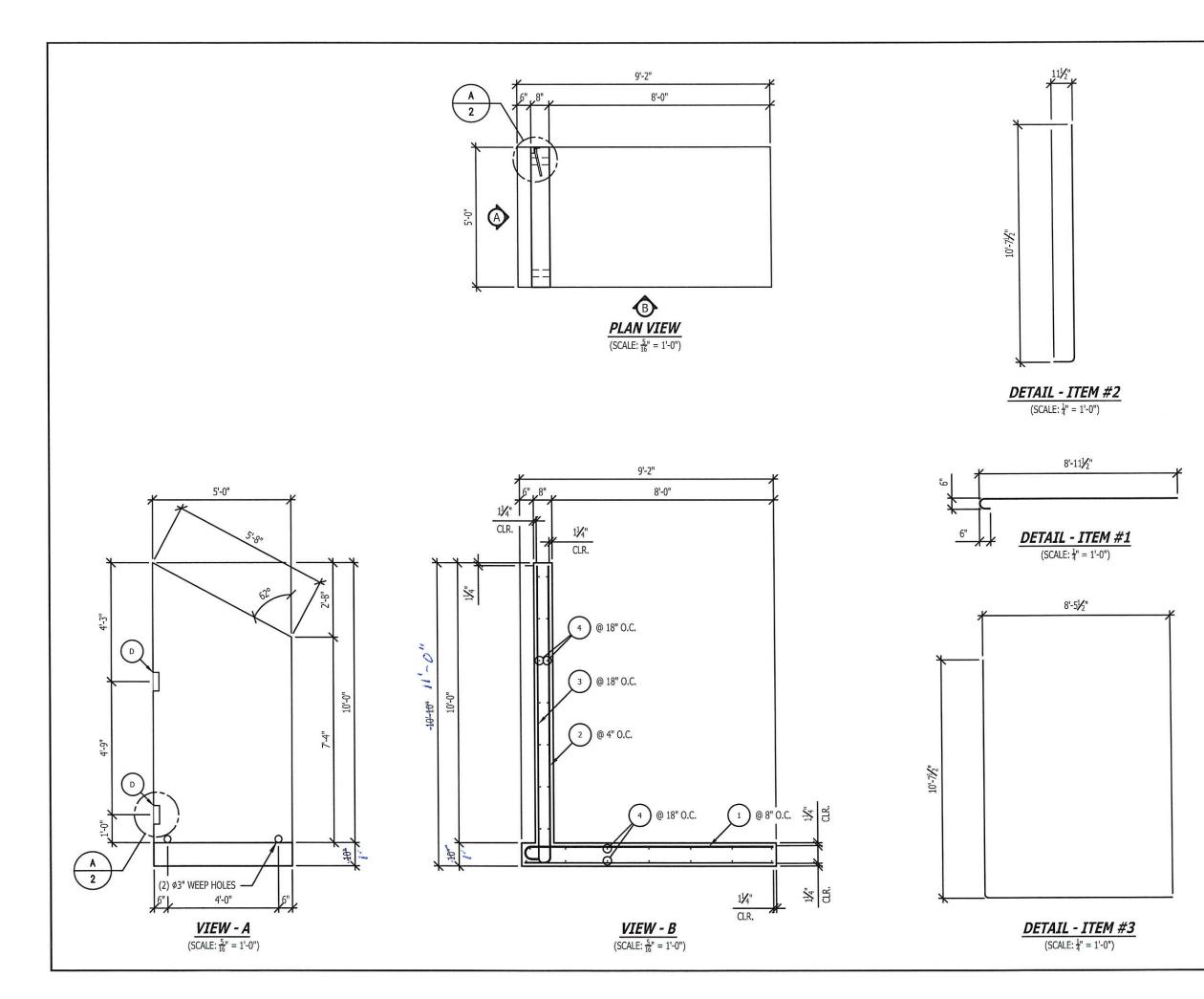
REINFORCING CUT LIST					
ITEM	QTY.	MATERIAL	DESCRIPTION		
1	8	#6 BAR	L-BAR (SEE DETAIL)	-	
2	15	#5 BAR	L-BAR (SEE DETAIL)		
3	4	#4 BAR	L-BAR (SEE DETAIL)		
4	28	#4 BAR	57" LONG		

Date: 5/31/18

BILL OF MATERIALS				
ITEM	QUANTITY	DESCRIPTION		
A	2.34 YDS	CPP MIX 5000 SCC		
В	EA	ANCHOR		
С	EA	ANCHOR		
D	2 EA	EMBED ASSEMBLY (SEE DETAILS, SHEET 2)		
E	108 LBS	REBAR #6		
F	298 LBS	REBAR #5		
G	120 LBS	REBAR #4		

PRODUCT WEIGHT			
PRODUCT	WEIGHT		
Wing Wall #1	9,500 LBS		





Approved as submitted

Approved as corrected

Revise and Resubmit

Date: 5/311

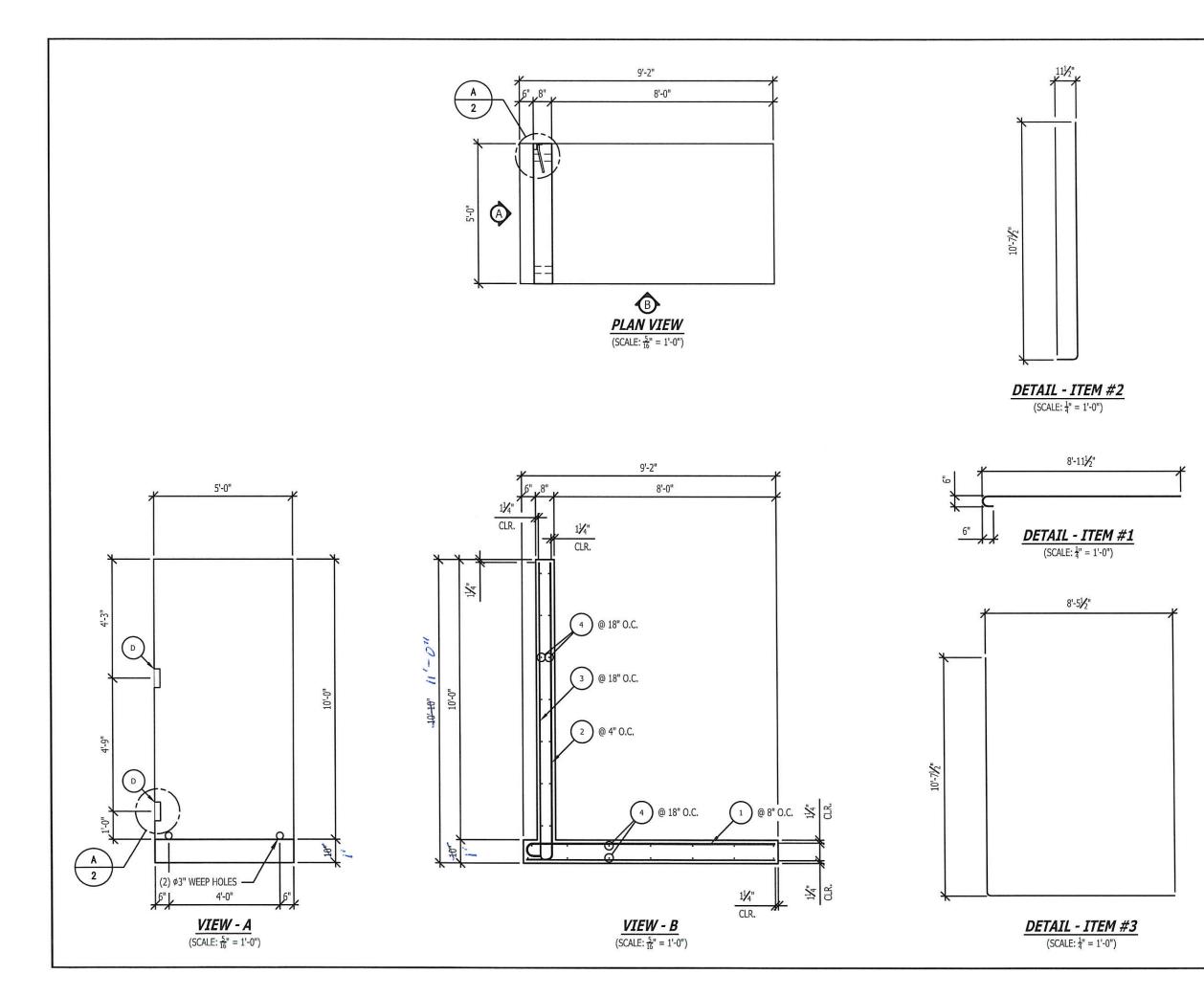
NOTES: 1. CUT BARS TO MATCH SLOPE. 2. WEIGHTS LISTED ARE APPROXIMATE. 3. LIFTER DESIGNS TO BE PROVIDED PRIOR TO SHIPPING.

REINFORCING CUT LIST				
ITEM	QTY.	MATERIAL	DESCRIPTION	
1	8	#6 BAR	L-BAR (SEE DETAIL)	
2	15	#5 BAR	L-BAR (SEE DETAIL)	
3	4	#4 BAR	L-BAR (SEE DETAIL)	
4	28	#4 BAR	57" LONG	

BILL OF MATERIALS			
ITEM	QUANTITY	DESCRIPTION	
A	2.48 YDS	CPP MIX 5000 SCC	
В	EA	ANCHOR	
С	EA	ANCHOR	
D	2 EA	EMBED ASSEMBLY (SEE DETAILS, SHEET 2)	
E	108 LBS	REBAR #6	
F	298 LBS	REBAR #5	
G	120 LBS	REBAR #4	

PRODUCT	WEIGHT
PRODUCT	WEIGHT
Wing Wall #2	10,100 LBS

CPP Columbia PRECAST PRODUCTS (360) 335-8400 Phone (360) 335-8402 Fax				
salesman RS	DRAWN BY JB	DATE 05/22/18		
14' x 7' x 52' Box Culvert - Layout Stearns Creek Trib Lewis County, WA				
Lewis County Public Works				
TITAN # 18-465	TITAN # 18-465 PAPER SIZE 11x17 SHEET 5 OF 10			





Approved as submitted

Approved as corrected

Revise and Resubmit

NOTES: 1. WEIGHTS LISTED ARE APPROXIMATE. 2. LIFTER DESIGNS TO BE PROVIDED PRIOR TO SHIPPING.

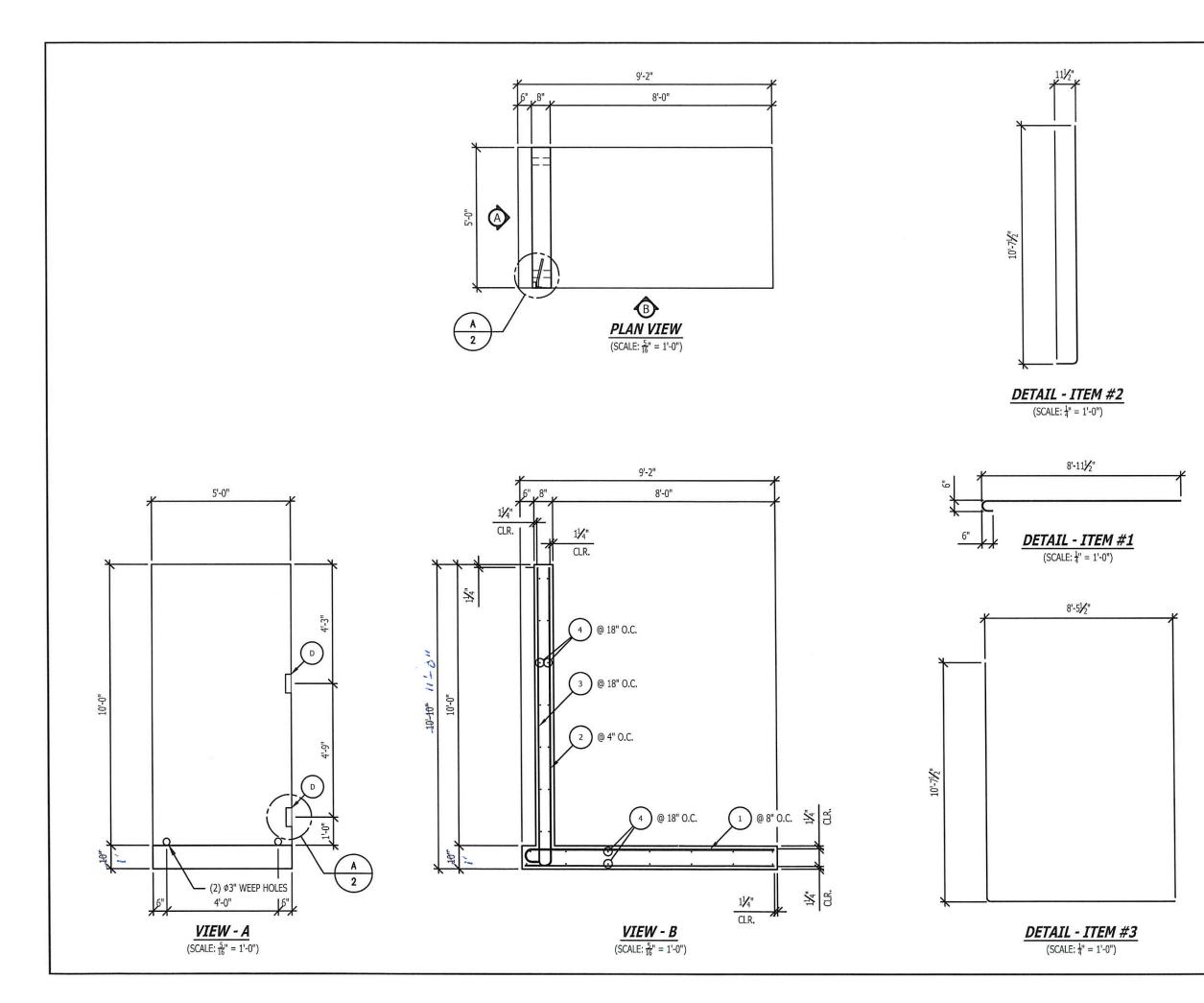
REINFORCING CUT LIST				
ITEM	QTY.	MATERIAL	DESCRIPTION	
1	8	#6 BAR	L-BAR (SEE DETAIL)	
2	15	#5 BAR	L-BAR (SEE DETAIL)	
3	4	#4 BAR	L-BAR (SEE DETAIL)	
4	28	#4 BAR	57" LONG	
-1	20		57 LONG	-

Date:

BILL OF MATERIALS			
ITEM	QUANTITY	DESCRIPTION	
A	2.65 YDS	CPP MIX 5000 SCC	
В	EA	ANCHOR	
С	EA	ANCHOR	
D	2 EA	EMBED ASSEMBLY (SEE DETAILS, SHEET 2)	
E	108 LBS	REBAR #6	
F	298 LBS	REBAR #5	
G	120 LBS	REBAR #4	

PRODUCT	WEIGHT
PRODUCT	WEIGHT
Wing Wall #3	10,750 LBS

CPUP Columbia PRECAST PRODUCTS (360) 335-8400 Phone (360) 335-8402 Fax				
salesman RS	DRAWN BY JB	DATE 05/22/18		
14' x 7' x 52' Box Culvert - Layout Stearns Creek Trib Lewis County, WA				
Lewis County Public Works				
TITAN # 18-465	TITAN # 18-465 PAPER SIZE 11x17 SHEET 6 OF 10			



Approved as submitted

Approved as corrected

Revise and Resubmit

 NOTES:

 1.
 WEIGHTS LISTED ARE APPROXIMATE.

 2.
 LIFTER DESIGNS TO BE PROVIDED PRIOR TO SHIPPING.

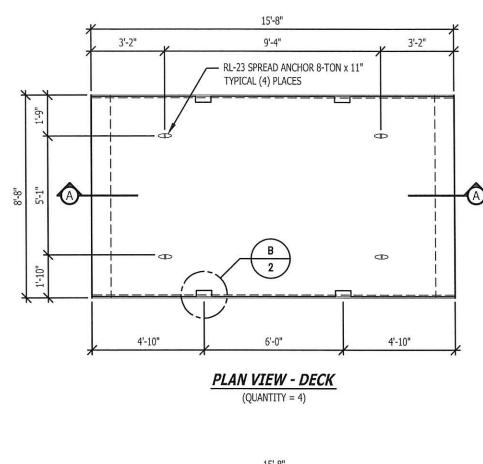
REINFORCING CUT LIST				
QTY.	MATERIAL	DESCRIPTION		
8	#6 BAR	L-BAR (SEE DETAIL)		
15	#5 BAR	L-BAR (SEE DETAIL)		
4	#4 BAR	L-BAR (SEE DETAIL)		
28	#4 BAR	57" LONG		
	QTY. 8 15 4	QTY. MATERIAL 8 #6 BAR 15 #5 BAR 4 #4 BAR	QTY. MATERIAL DESCRIPTION 8 #6 BAR L-BAR (SEE DETAIL) 15 #5 BAR L-BAR (SEE DETAIL) 4 #4 BAR L-BAR (SEE DETAIL)	

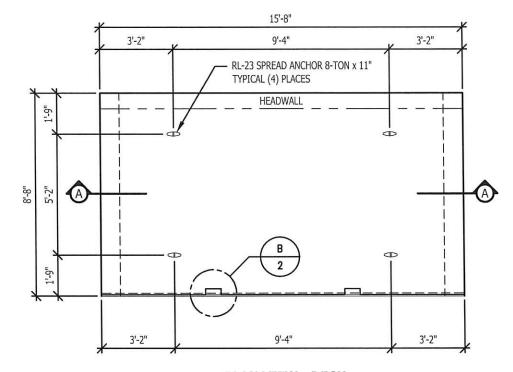
Date: 5/31/18

BILL OF MATERIALS			
ITEM	QUANTITY	DESCRIPTION	
A	2.65 YDS	CPP MIX 5000 SCC	
В	EA	ANCHOR	
С	EA	ANCHOR	
D	2 EA	EMBED ASSEMBLY (SEE DETAILS, SHEET 2)	
E	108 LBS	REBAR #6	
F	298 LBS	REBAR #5	
G	120 LBS	REBAR #4	

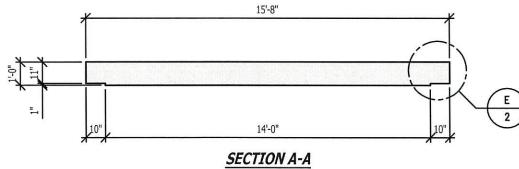
PRODUCT	WEIGHT
PRODUCT	WEIGHT
Wing Wall #4	10,750 LBS

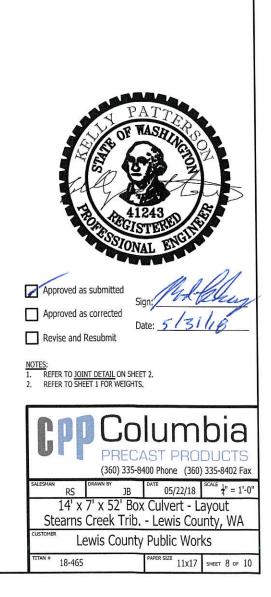
CPUP Columbia PRECAST PRODUCTS (360) 335-8400 Phone (360) 335-8402 Fax					
salesman RS	DRAWN BY JB	DATE 05/22/18	SCALE NOTED		
14' x 7' x 52' Box Culvert - Layout Stearns Creek Trib Lewis County, WA					
Lewis County Public Works					
TITAN # 18-465	TITAN # 18-465 PAPER SIZE 11x17 SHEET 7 OF 10				

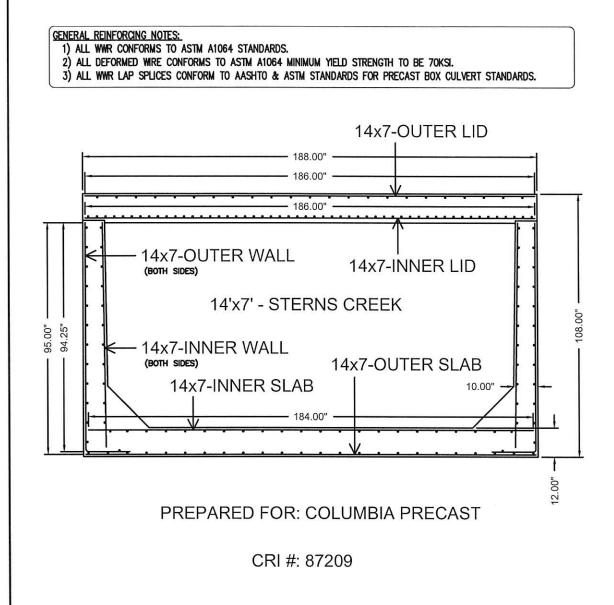


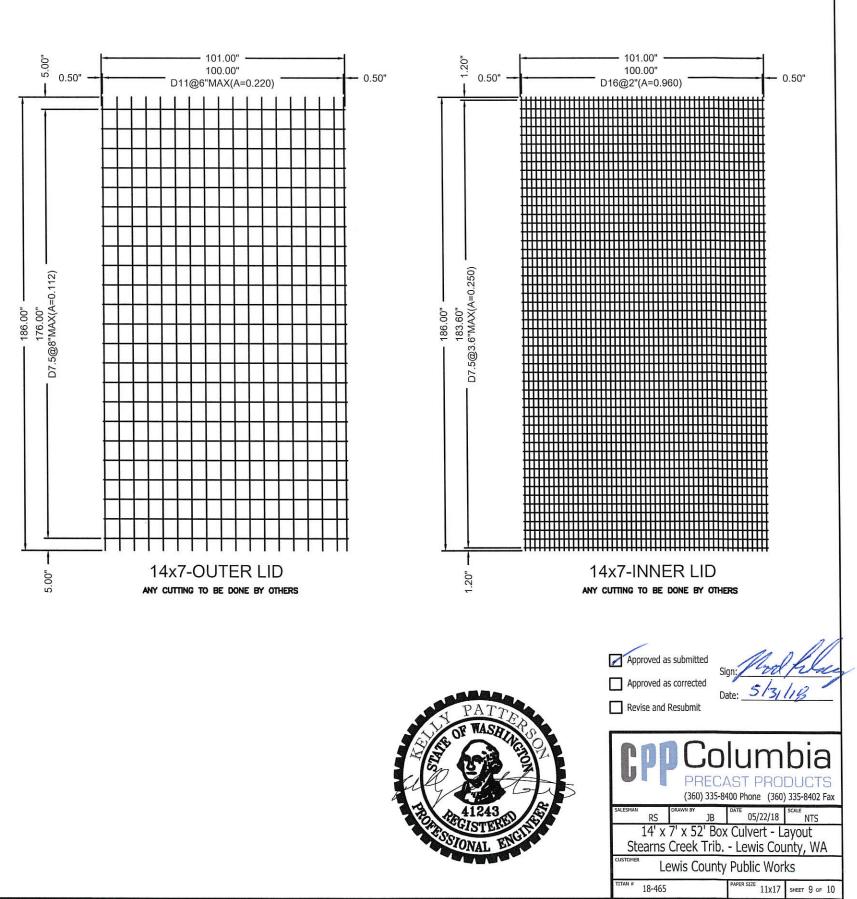


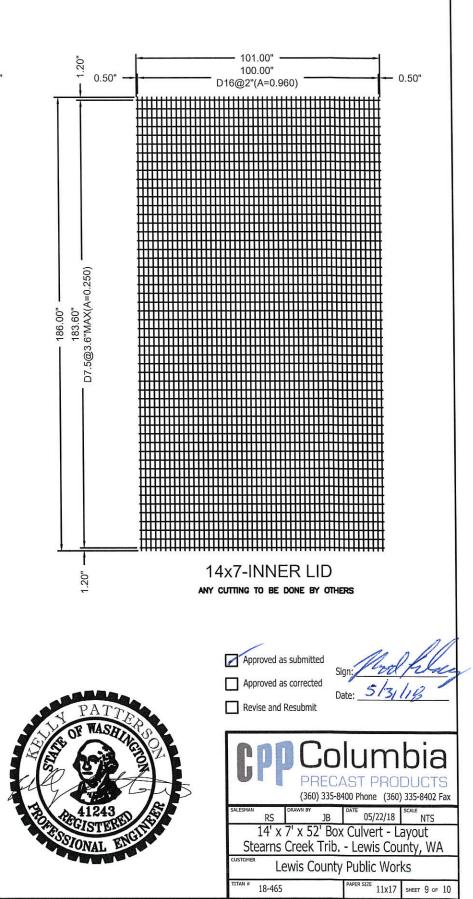
(QUANTITY = 2)



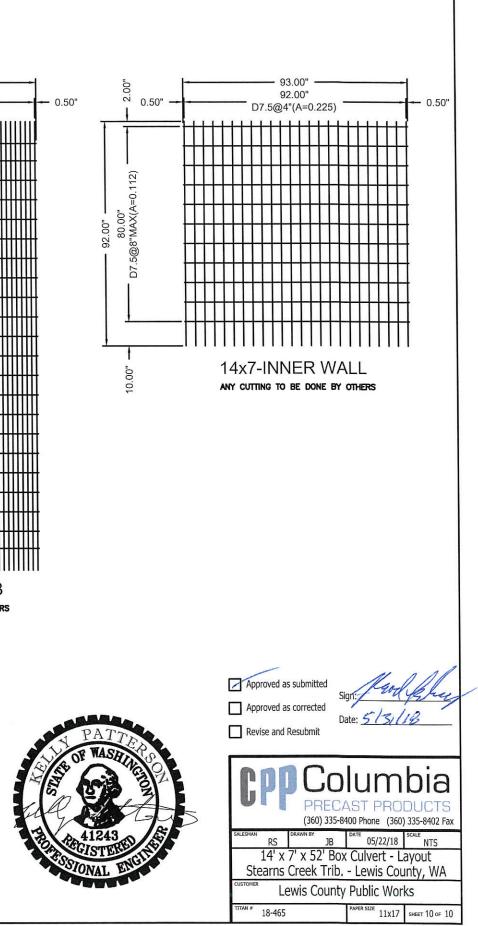








93.00" 93.00" 00 6 0.50" – 89.00" 1.00" .00 92.00" 92.00" 88.00" ∾ 0.50" 0.50" -- 0.50" - 0.50" D11@2"(A=0.660) D11@2"(A=0.660) D13@2"(A=0.780) 94.25" 94.25" 88.00" 7.5@8"MAX(A=0.112) 112.25" D7. 186.00" 184.00" 184.00" 184.00" D7.5@8"MAX(A=0.112) 1 166.00" 16.00" 16.00" 15@8"MAX(A=0.112) HOLDING WIRE 18.00" SLAB LAP 14x7-OUTER WALL ANY CUTTING TO BE DONE BY OTHERS 14x7-INNER SLAB 14x7-OUTER SLAB 9.00" .00.1 ANY CUTTING TO BE DONE BY OTHERS ANY CUTTING TO BE DONE BY OTHERS



APPENDIX D

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance with Wage Payment Statutes

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603



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 26, 2018**, at the Lewis County Courthouse in Chehalis, Washington for the Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP 1603.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, June 26, 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 STEARNS CREEK TRIBUTARY CULVERT REPLACEMENT PROJECT (PLEASANT VALLEY RD MP 2.179), CMP 1603, TO BE OPENED ON OR AFTER 11:00 A.M. ON TUESDAY, JUNE 26, 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 or you may call the Lewis County Engineers office @ (360)740-2612 and request a copy be mailed to you. All Contractor questions and Lewis County clarifying answers will be posted on our website and emailed to all Contractors registered on Lewis County's Planholder List. Plan or specification changes shall be accomplished through official project addendums.

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

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

PROPOSAL

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

This certifies that the undersigned has examined the location of the Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603, 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	125 C.Y.	ROADWAY EXCAVATION INCL. HAUL	\$	\$
5	1,350 C.Y.	STRUCTURE EXCAVATION CLASS A INCL. HAUL	\$	\$
6	95 C.Y.	DITCH EXCAVATION INCL. HAUIL	\$	\$
7	140 C.Y.	CHANNEL EXCAVATION INCL. HAUL	\$	\$
8	2,150 TON	SELECT BORROW	\$	\$
9	375 TON	STREAMBED MIX	\$	\$
10	5 TON	QUARRY SPALLS	\$	\$
11	1 L.S.	TEMPORARY STREAM DIVERSION	LUMP SUM	\$
12	170 TON	GRAVEL BACKFILL FOR UNSUITABLE BASE MATERIAL	\$	\$
13	25 C.Y.	GRAVEL BACKFILL FOR WALL	\$	\$
14	1 L.S.	PRECAST CONC. SPLIT-BOX CULV. w/ WINGWALLS (FROM STOCKPILE)	LUMP SUM	\$
15	475 TON	CRUSHED SURFACING BASE COURSE	\$	\$
16	95 TON	SHOULDER FINISHING	\$	\$
17	244 TON	HMA CL. 1/2 IN PG 64-22	\$	\$
18	1 CALC	EROSION / WATER POLUTION CONTROL	CALCULATED	\$ 5,000.00

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
19	4 EA.	LARGE WOODY DEBRIS	\$	\$
20	1 L.S.	PLANTING MITIGATION CONSTRUCTION	LUMP SUM	\$
21	0.4 ACRE	SEEDING AND MULCHING	\$	\$
22	140 S.Y.	STABILIZED CONSTRUCTION ENTRANCE	\$	\$
23	550 L.F.	HIGH VISIBILITY SILT FENCE	\$	\$
24	30 L.F.	WATTLE	\$	\$
25	3 EA.	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	\$	\$
26	388 L.F.	BEAM GUARDRAIL TYPE 31 - 6FT LONG POST	\$	\$
27	1 EA.	BEAM GUARDRAIL TYPE 31 ANCHOR TYPE 10	\$	\$
28	710 L.F.	PAINT LINE	\$	\$
29	1 L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	\$
30	1 L.S.	TRIMMING AND CLEANUP	LUMP SUM	\$
31	0 EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATED	\$0.00
32	1 CALC.	MINOR CHANGE	CALCULATED	\$ 25,000.00
33	1 L.S.	SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN	LUMP SUM	\$
			TOTAL BID	\$

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

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:

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

SR

DOT Form 272-036I EF 07/2011 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 CHEC	ж 🗆		DOLLARS
CERTIFIED CHEC	:К 🗌 (\$) Г	PAYABLE TO THE LEWIS COUNTY	FREASURER
PROPOSAL BONI		OF 5% OF THE BID	
** Receipt is hereby ackno	wledged of addendum(s)	No.(s),,,	, &
SIGNATURE OF A	UTHORIZED OFFICIAL(S)	
Proposal Must be S	igned		
	Firm Name		
	Address		
State of Washington Contr	actor's License No.		
Unified Business Id	lentifier (U.B.I.) No.		
	Telephone No.		
	Federal ID No.		

Note:

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

*Attach Power of Attorney



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	ł		
Signature of Authorized	Official*		
Printed Name			
Title			
Pata			
Date	City		State
Check One:			
Sole Proprietorship 🗆	Partnership 🗆	Joint Venture 🗆	Corporation 🗆
State of Incorporation, o	or if not a corpora	ition, State where I	business entity was formed:
If a co-partnership, give	firm name under	which business is	transacted:
State of Incorporation, o			

* 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 E

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 Stearns Creek Tributary Culvert (Pleasant Valley Rd MP 2.179) by installing a stream bypass, traffic detour, removing the existing concrete culvert, structure excavation, channel excavation, precast concrete split-box culvert installation, streambed restoration, road restoration with HMA, guardrail, hydroseeding, and other work, all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

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

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

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

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

Contract - 1

5. <u>CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY</u>

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
APPROVED AS TO FORM:	Performance of foregoing contract assured in accordance with the terms of the accompanying bond.
JONATHAN MEYER Prosecuting Attorney	Dated:, 2018 By: Surety
Ву:	
Civil Deputy	By: Attorney-in-fact
	APPROVED:
	County Engineer

Contract - 2

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

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 punty"), as Obligee, in an amount (in lawful money of the
United States of America) equal to the total compensation and expected completion of Principal's work under Contract No. <u>CMP 1603</u> between Dollars (\$	
themselves, their executors, administrators, legal representatives, su presents Said contract (hereinafter referred to as "the Contract") is Project and is made a part hereof by this reference. The Contract is attached thereto or made a part thereof and amendments, change or deleting from said Contract any portion thereof.	accessors and assigns, jointly and severally, firmly by these s for the <u>Stearns Creek Tributary Culvert Replacement</u> includes the original agreement as well as all documents

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. <u>CMP 1603</u>, between the below-named Contractor and County for the <u>Stearns Creek Tributary Culvert Replacement Project</u>, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

(1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.

(2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.

(3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. And such provisions are incorporated by reference. A copy may be viewed at WSDOT's website www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/.

(4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:

(a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or

(b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or

(c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

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

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

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

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

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 <u>currently-dated</u>, 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	By:
(Signature of Attorney-in-Fact)	(Signature of authorized signer for Contractor)
(Type or print name of Attorney-in-Fact)	(Type or print name of signer for Contractor)
(Type or print telephone number for Attorney-in-Fact)	(Type or print title of signer for Contractor)
STATE OF) ss COUNTY OF)	: ACKNOWLEDGMENT FOR CONTRACTOR
personally appeared	notary public in and for the State of, duly commissioned and sworn, , the person described in and who executed the foregoing bond, and acknowledged to me and voluntary act and deed of the Contractor so identified in the foregoing bond for the d thatis authorized to execute said bond for the Contractor named therein. e 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 My commission expires	residing at SEAL ➔
STATE OF) ss COUNTY OF)	: ACKNOWLEDGMENT FOR SURETY
personally appeared, , bond to be the free and voluntary act and deed of the S authorized to execute said bond on behalf of the Surety	a notary public in and for the State of, duly commissioned and sworn, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said urety for the uses and purposes therein mentioned, and on oath stated that is and that the seal affixed on said bond or the annexed Power of Attorney is the corporate al 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 ->

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

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

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603

APPENDIX F

PERMIT DOCUMENTS

Stearns Creek Tributary Culvert Replacement Project (Pleasant Valley Rd MP 2.179), CMP-1603



Issued Date: November 09, 2017 Project End Date: September 30, 2019 Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

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

Project Name: Stearns Creek Tributary Barrier Removal, Pleasant Valley Road MP 2.179 - CMP 1603

Project Description: Lewis County is proposing to replace an existing 55-foot long, 54-inch diameter precast concrete pipe with a 54 foot long x 14 foot wide x 7 foot high precast concrete box culvert. Additional construction will include the regrade of approximately 160 ft of the channel, placement of streambed within the channel and placement of large woody debris upstream of the culvert.

The unnamed fishbearing stream will be regraded to be 12 ft wide with a meandering 2 ft low flow channel. Slopes abutting the channel will be graded at a 2:1 slope. All disturbed areas will be replanted with native vegetation.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project on November 9, 2017 and you must complete the project by September 30, 2019.

2. TIMING LIMITATION: Work below the ordinary high water line must only occur between June 1 and September 30.

3. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

4. INVASIVE SPECIES CONTROL: Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at http://wdfw.wa.gov/publications/search.php?Cat=Aquatic Invasive Species.

NOTIFICATION REQUIREMENTS

5. PRE-, DURING, AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, one day before removing the temporary bypass and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the



Issued Date: November 09, 2017 Project End Date: September 30, 2019 Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

inspection.

6. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

8. Use existing roadways or travel paths.

9. Design and locate new temporary access roads to prevent erosion and sediment delivery to waters of the state.

10. Clearly mark boundaries to establish the limit of work associated with site access and construction.

11. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

12. 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.

13. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

14. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

15. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

16. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

17. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

18. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

19. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

20. 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.

21. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sedimentladen water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

22. 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.

23. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

CONSTRUCTION MATERIALS



Issued Date: November 09, 2017 Project End Date: September 30, 2019 Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

24. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

25. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.

26. Sequence the work to minimize the duration of dewatering.

27. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.

28. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.

29. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.

30. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.

31. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following:

a) Perforated plate: 0.094 inch (maximum opening diameter);

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

c) Woven wire: 0.087 inch (maximum opening in the narrow direction).

The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.

32. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.

33. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.

34. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

FISH LIFE REMOVAL

35. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.

36. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

37. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.

38. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

CULVERT

39. Install and maintain the culvert to ensure unimpeded fish passage.

40. Establish the culvert invert elevation with reference point(s) or benchmark(s) created before to starting work on this project. Clearly mark and preserve the reference point(s) for post-project compliance. Before backfilling, confirm the invert elevation, as stated on the plans, relative to the reference points with at least a construction-grade leveling device (such as an optical auto-level or laser level).

41. Countersink the no-slope culvert a minimum of twenty percent of the culvert rise at the culvert outlet downstream



Issued Date: November 09, 2017 Project End Date: September 30, 2019

Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

and a maximum of forty-percent of the culvert rise at the culvert inlet upstream.

42. Approach material must be structurally stable and composed of material that if eroded into the water will not harm fish life.

43. The owner(s) must maintain the culvert to ensure it provides continued, unimpeded fish passage. If the culvert becomes a hindrance to fish passage, the owner must obtain an Hydraulic Project Approval and provide prompt repair.

DEMOBILIZATION AND CLEANUP

44. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

45. Completely remove any temporary fill before the end of the in-water timing window if the fill material could erode and deliver sediment-laden water into waters of the state.

46. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

47. 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.

48. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.

49. Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife.

50. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

51. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	I #1: Site Name: Pleasant Valley Road MP 2.179 Pleasant Valley Road MP 2.179, Napavine, WA 98565						
WORK START:	June 1, 2018			WORK END:	September 30, 2018		
<u>WRIA</u>	Waterbody:				Tributary to:		
23 - Upper Cheh Upstream of Por		Unknown Stream Number			Unknown		
<u>1/4 SEC:</u>	Section:	Township: Range:		Latitude:	Longitude:	County:	
NW 1/4	05	12 N	02 W	46.56179	-122.964928	Lewis	
Location #1 Driving Directions							
From I-5, take exit 68 and proceed west on west Avery road for 2.6 miles. Turn left on to WA-603 for 0.3 mile, then turn right on to Pleasant Valley Rd, then proceed 2.179 miles to destination.							

APPLY TO ALL HYDRAULIC PROJECT APPROVALS



Issued Date: November 09, 2017 Project End Date: September 30, 2019 Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.



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

Issued Date: November 09, 2017 Project End Date: September 30, 2019 Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at http://wdfw.wa.gov/licensing/hpa/. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

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

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.



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

Issued Date: November 09, 2017 Project End Date: September 30, 2019 Permit Number: 2017-5-133+01 FPA/Public Notice Number: N/A Application ID: 12621

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

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

Habitat Biologist	Scott.Brummer@dfw.wa.gov	Scott Bum	for Director
Scott Brummer	360-785-0472		WDFW



United States Department of the Interior FISH AND WILDLIFE SERVICE

Anan Raymond, Regional Archaeologist Region 1+ Region 8 Cultural Resource Team 20555 Gerda Lane, Sherwood, OR 97140 phone:503-625-4377, fax:503-625-4887, cell:503-803-7913 email: anan_raymond@fws.gov



1 May 2018

To: Miranda Plumb Program: Fisheries Funding: Chehalis

From: R1/R8 Cultural Resources Team Anan Raymond, Regional Historic Preservation Officer

Subject: Section 106 compliance: Stearns Creek Tributary Barrier Removal - Chehalis River Basin, Lewis County, Washington

Thank you for submitting information regarding the subject project. The U.S. Fish and Wildlife Service (FWS) is contributing funding through the Puget Sound Coastal program to support a fish passage barrier removal project in Lewis County, Washington (T12N, R2W, 6, Napavine WA 7.5' USGS quad) (Figure 1 and 2).

Undertaking and APE: According to the information you provided, the FWS is contributing funding through the Chehalis Fisheries Restoration Program (CFRP) to remove a fish passage barrier along an unnamed tributary to Stearns Creek where it intersects with Pleasant Valley Road. This will be accomplished through the installation of a precast concrete box culvert 4.27 meters (14 feet) in width, 2.13 meters (7 feet) in height, and 25.60 meters (84 feet) in length (Figure 3). The proposed width meets the minimum width of 4.47 meters (13.41 feet) as is required by the stream simulation design method (using an 8 percent increase in bankfull width to incorporate 2099 climate change data). The proposed height is sized to pass debris. The project will restore access to 2.4 linear miles of high quality habitat; approximately 1,537 square meters (0.38 acres) of spawning habitat and 6,110 square meters (1.51 acres) of rearing habitat for the Southwest Washington ESU of coho salmon, as well as searun cutthroat and resident cutthroat trout. It will also eliminate the risk of complete culvert failure, averting the potential of damaging restoration already completed downstream. The area has been previously disturbed when the road and current culvert were constructed. Existing fill above/adjacent to existing culvert will be removed.

The area of potential effects (APE) includes the physical footprint where culvert installation activities will occur, a total of 100 x 20ft, less than 1 acre.

Background Information and Land Use History: The project is located within the Lewis County right-ofway on Pleasant Valley Road.

A record search conducted using records in the archives of the WA Department of Archaeology and Historic Preservation (DAHP) WISAARD database determined that no archaeological sites have been recorded and no previous cultural resource surveys have been conducted within the APE.

The closest recorded archaeological site is 45LE782, a pre-contact lithic isolate (CCS flake) located approximately 1 mile to the northwest. It was documented during a transmission line survey in 2010 (Roulette et al) as summarized below. No other surveys have been conducted within 1 mile of the APE

SHPO #/	Author	Date	Title
Results			
Within the AP	E or immediate	ly adjace	ent
			N/A
Within 1 mile	of the APE		
154855	Roulette, Bill	2010	Cultural Resources Survey of the BPA's Chehalis-Raymond 114-kV Transmission
	et al		Line Rebuild Project Area, Lewis County, Washington. Applied Archaeological
			Research, Inc., Report No. 953. Prepared for BPA.

Table 1. Archaeological investigations near the APE.

Consultation: Tribal consultation was initiated on 16 March 2018 with the cultural resources staff of the tribes who express an interest in projects occurring in Lewis County, specifically the Chehalis, Nisqually and Cowlitz (via email), and Yakama Nation (via USPS). The memo included a description of the undertaking and APE, background and land use history, and project maps. No responses have been received.

Recommendations: The project activities fall under Appendix A of the FWS programmatic agreement with the Washington State Historic Preservation Officer (SHPO). An Appendix A determination indicates that the FWS has evaluated the potential impact of the proposed project on cultural resources at the location listed above, and we do not anticipate that the project would affect or impact cultural resources.

No further cultural resource identification effort is necessary for the project. However, the existence of cultural resources can never be predicted with certainty. In the event that cultural resources are discovered during project implementation, any ground disturbing activity should be halted and the FWS Regional Archaeologist should be notified at the above address. If the planned activities change, please let us know.

If you have any questions, please don't hesitate to call us at 503-625-4377. Thank you for considering cultural resources.

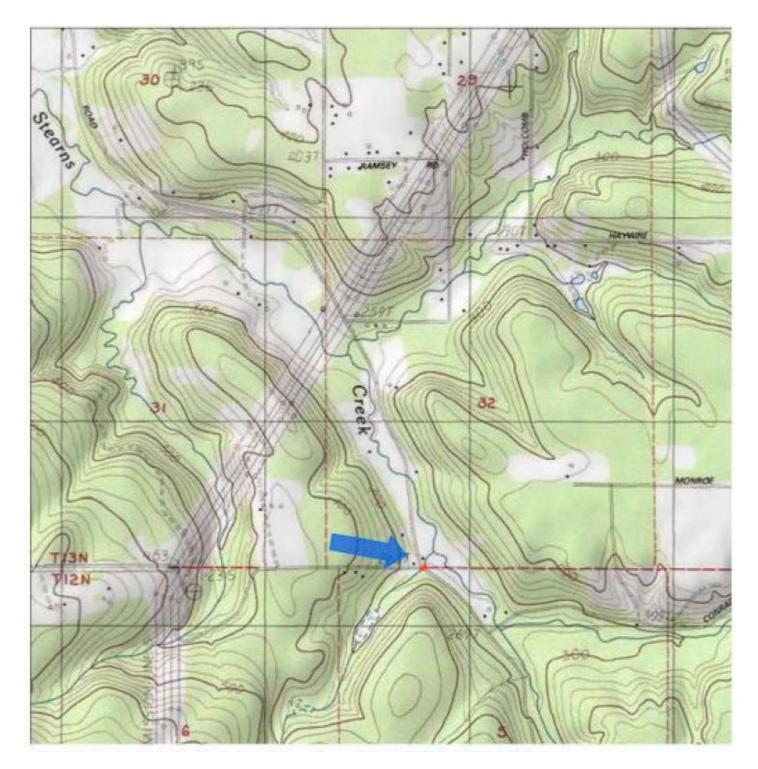


Figure 1. Project location on Napavine 7.5' USGS quad.



Figure 2. Project location on aerial photograph

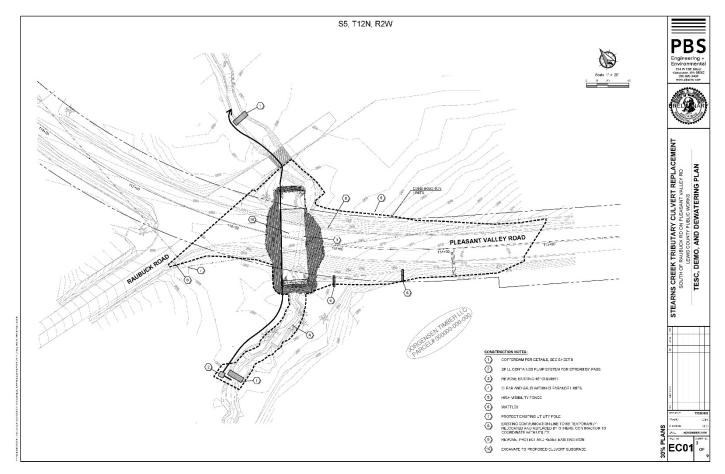


Figure 3. Project plan.



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

Regulatory Branch

May 8, 2018

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

Reference:

NWS-2017-918 Lewis County Public Works (Stearns Creek Tributary Barrier Removal)

Dear Ms. Weckback:

We have reviewed your application to place fill in up to 0.07 acre of an unnamed tributary to Stearns Creek to replace a concrete pipe with a pre-cast box culvert at the crossing of Pleasant Valley Road at mile post 2.18 near Napavine, Lewis County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 14, Linear Transportation Projects (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated May 1, 2017.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14*, *Terms and Conditions* and the following special conditions:

- a. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). The Regional Road Maintenance Program Limit 10 BO prepared by the National Marine Fisheries Service (NMFS) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BO (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions are incorporated by reference in this permit. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the ESA.
- b. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing

through consultation by the National Marine Fisheries Service in any year this permit is valid. If changes to the originally authorized work window are proposed, you must recoordinate these changes with the NMFS and receive written concurrence on the changes. Copies of the concurrence must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

c. Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries (NOAA Fisheries) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

The Federal Highway Administration completed Section 7 Endangered Species Act (ESA) consultation, and Magnuson Stevens Act essential fish habitat (EFH) consultation for its involvement in the proposed activity (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). The United States Fish and Wildlife Service completed National Historic Preservation Act consultation for its involvement in the proposed activity. For the purpose of this Department of the Army authorization, we have determined this project will comply with the requirements of these laws provided you comply with all of the permit general and special conditions. We have determined the permit action is sufficiently addressed in their ESA and EFH consultation documents. By this letter we are advising you and the NMFS, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA and EFH consultation responsibilities for the activity described above.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements for this NWP. No further coordination with Ecology for WQC is required.

You have not requested a jurisdictional determination for this proposed project. If you believe the Corps does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by

-2-

1

that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. These documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us." If you have any questions, please contact me at Evan.G.Carnes@usace.army.mil or (206) 316-3049.

Sincerely,

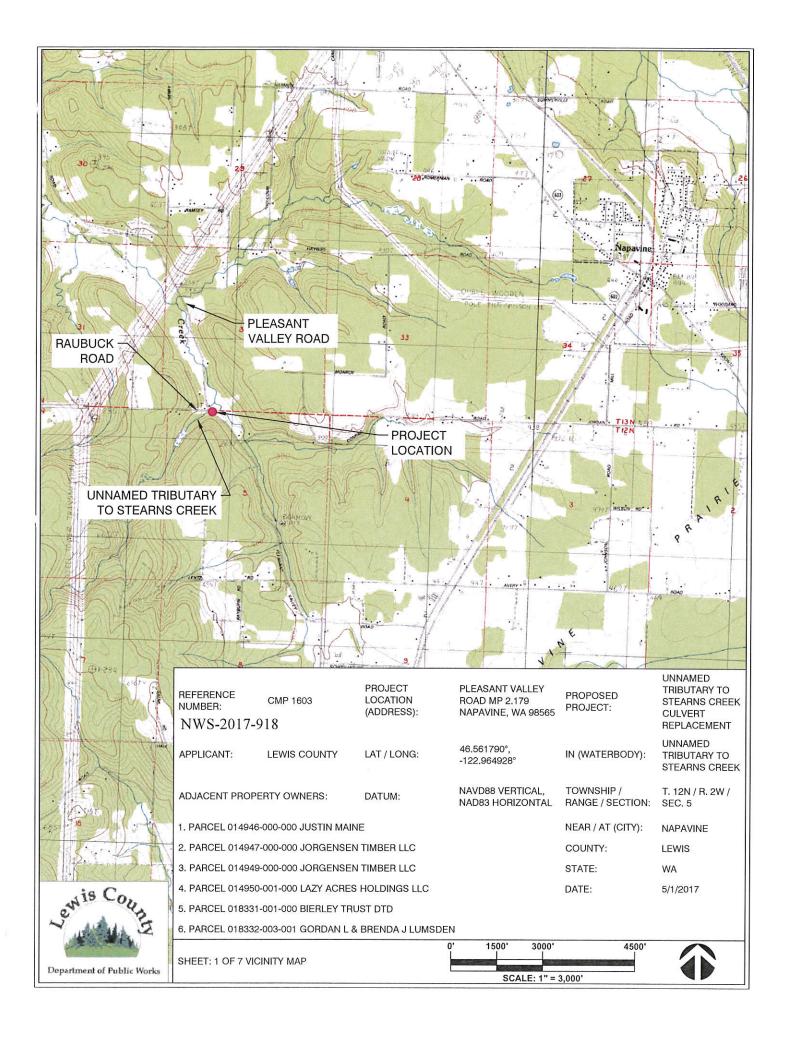
Fran L. Comes

Evan G. Carnes, Project Manager Regulatory Branch

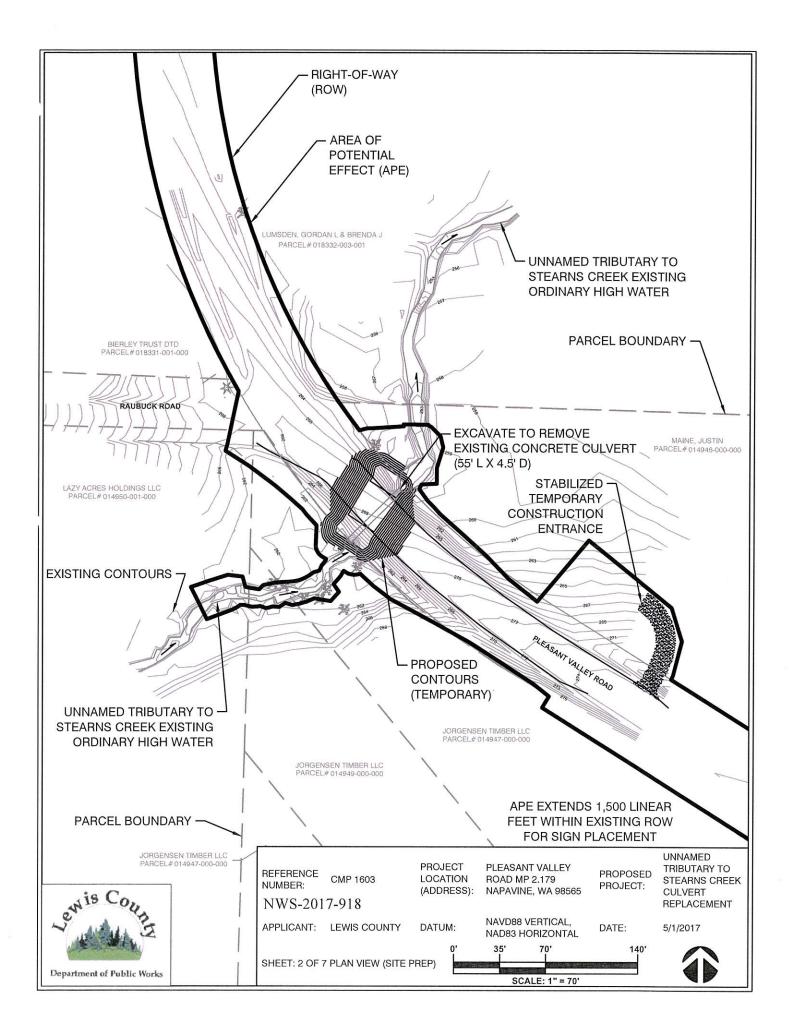
Enclosures

cc:

Washington Department of Ecology, Federal Permit Coordinator: ecyrefedpermits@ecy.wa.gov National Marine Fisheries Service: frankie.johnson@noaa.gov a si A \bigcirc \bigcirc

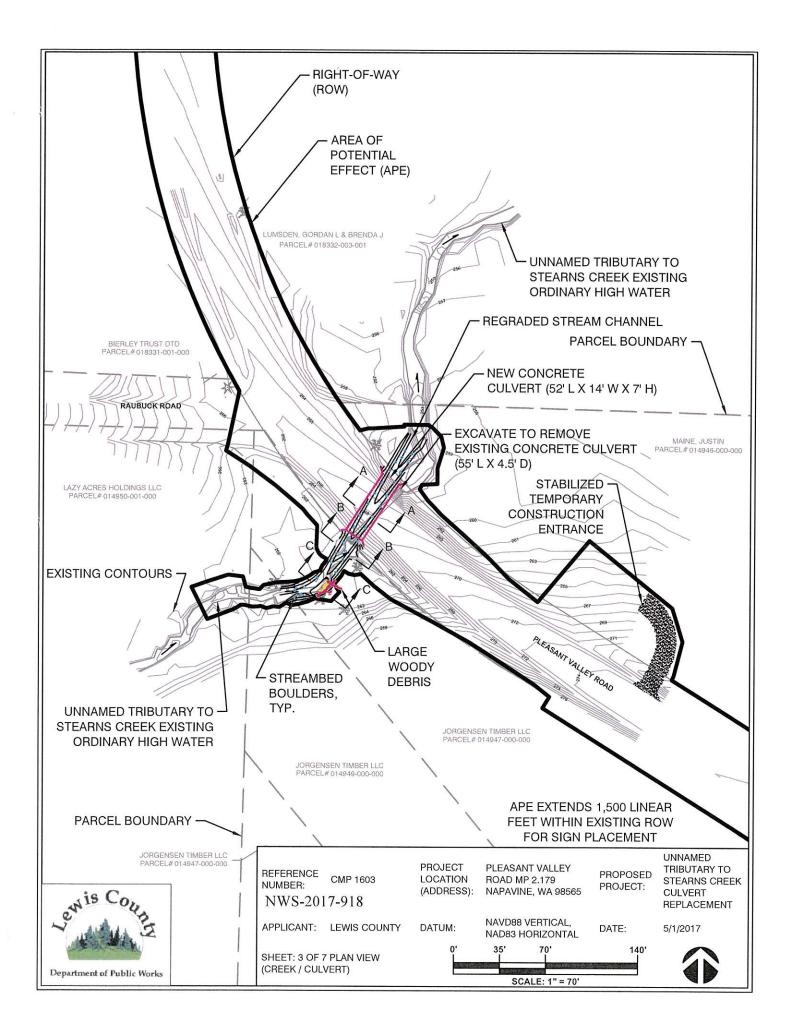


 \bigcirc

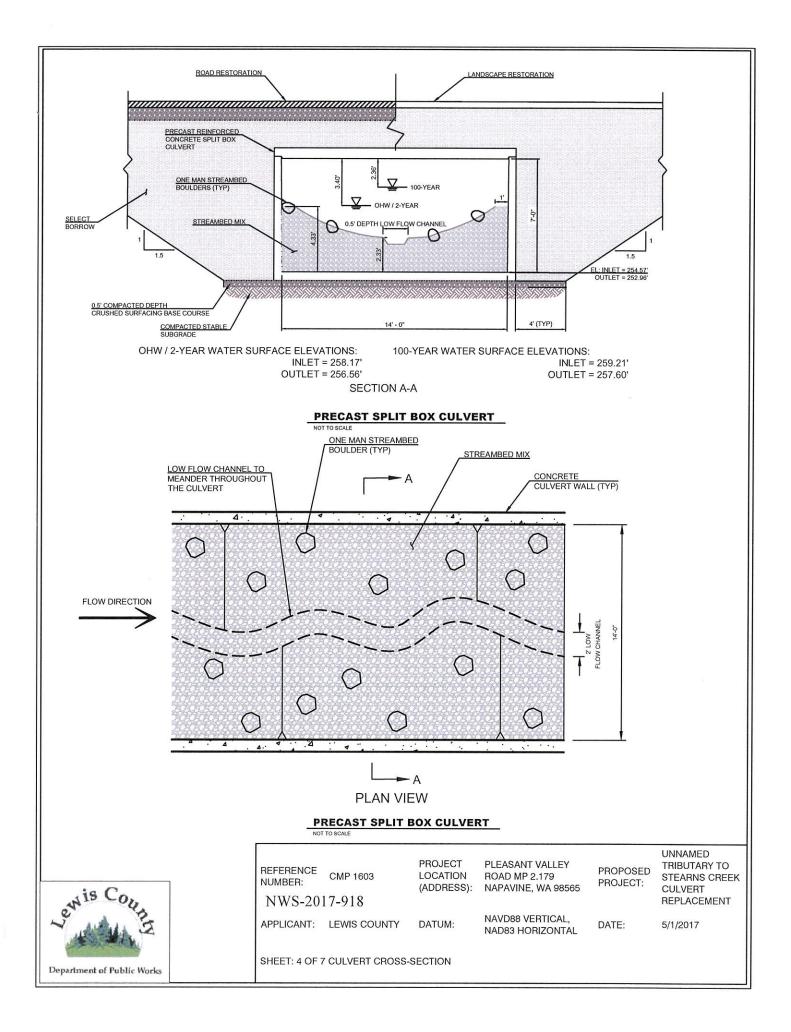


Ð (0

()







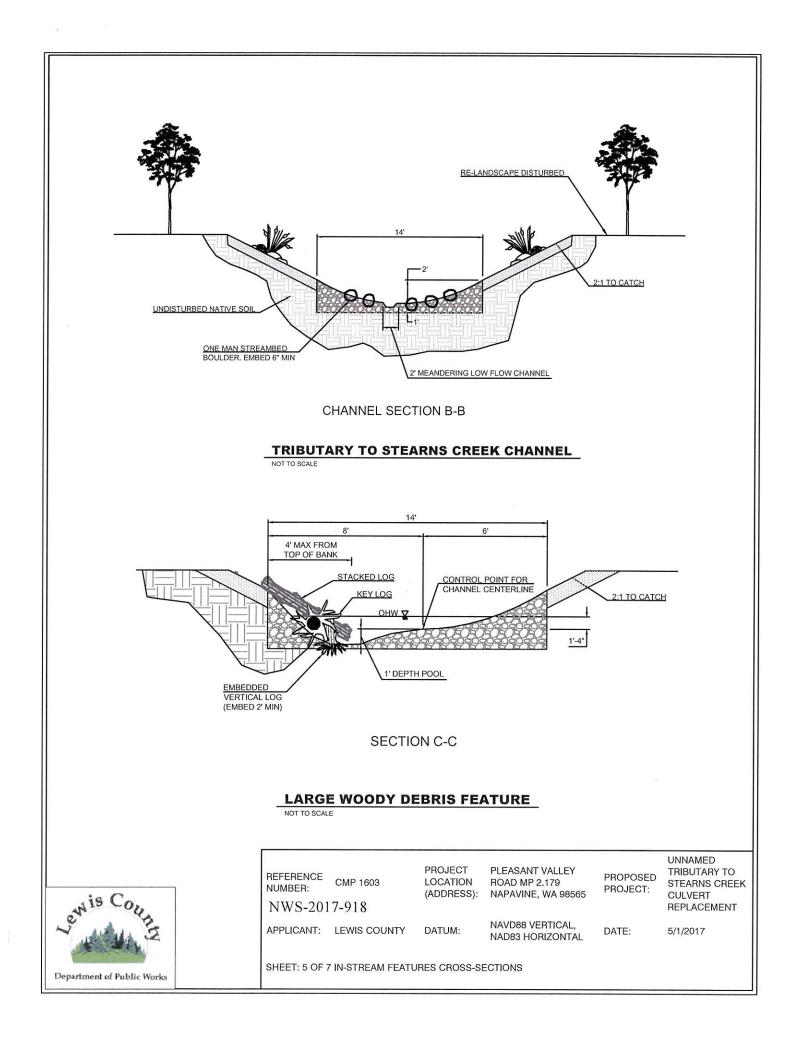
č

C

()

 \bigcirc

.

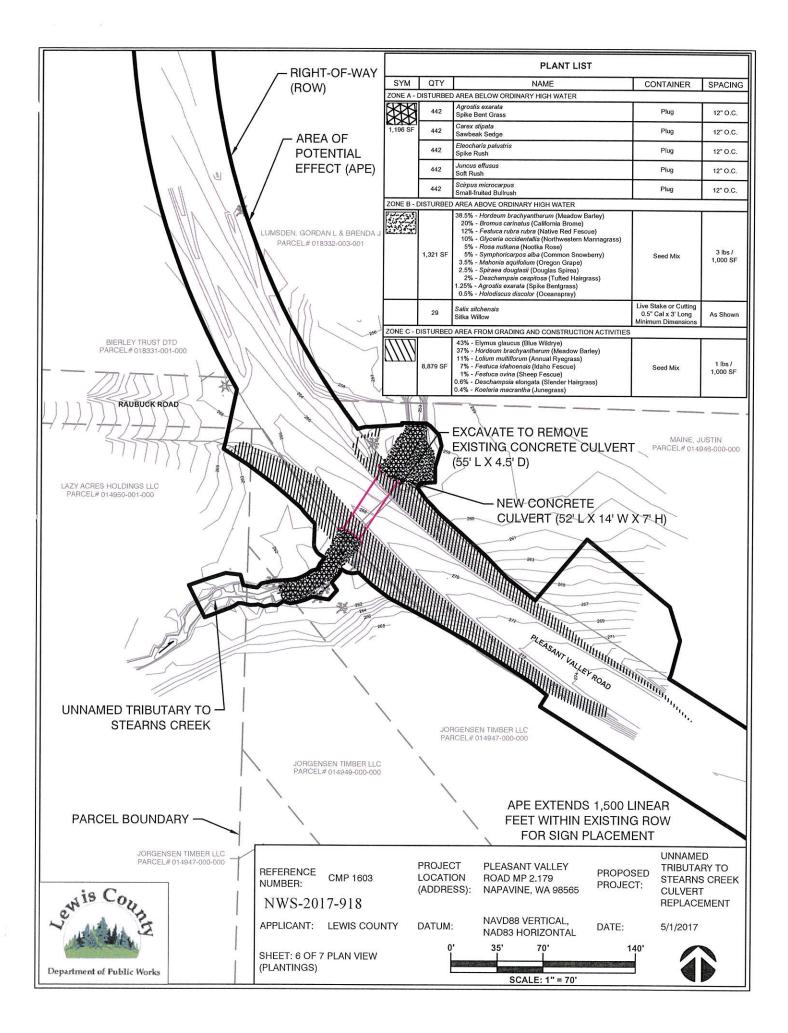


h

 \cap

 \bigcirc

()



ι, L

0

 \bigcirc

				Amount of Material (cubic	Area (sq. ft. or linear ft.)
Activity (clear, dredge, fill, pile drive, etc.)	Waterbody Name	Impact	Duration of Impact	yards) to be place in or	of waterbody directly
				removed from water body	affected
Excavation - Culvert	Unnamed Tributary to	Below OHW	Tommora	287 cu. yd.	2,124 sq. ft.
(Below Ditch Line)	Stearns Creek	Above OHW	IEIIIpulary	383 cu. yd.	3,783 sq. ft.
Fill - Select Borrow	Unnamed Tributary to	Below OHW	ć	182 cu. yd.	1,318 sq. ft.
(Below Ditch Line)	Stearns Creek	Above OHW	Permanent	249 cu. yd.	2,977 sq. ft.
Fill - Crushed Surfacing Base Course (Under Culvert)	Unnamed Tributary to Stearns Creek	Below OHW	Permanent	27 cu. yd.	1430 sq. ft.
Fill - Select Borrow	Unnamed Tributary to	Below OHW	Dormonat	3 cu. yd.	68 sq. ft.
(Culvert Subgrade to Creek Subgrade)	Stearns Creek	Above OHW	ענווומוובוור	34 cu. yd.	384 sq. ft.
Channel Excavation	Unnamed Tributary to	Below OHW	Dormonot	25 cu. yd.	425 sq. ft.
	Stearns Creek	Above OHW	בפווומופוור	113 cu. yd.	1,317 sq. ft.
Sandbags for Cofferdams	Unnamed Tributary to Stearns Creek	Below OHW	Temporary	12 cu. yd.	180 sq. ft.
Fill - Streambed Mix	Unnamed Tributary to	Below OHW	Dormonot	57 cu. yd.	52 LF
(In Culvert)	Stearns Creek	Above OHW		28 cu. yd.	52 LF
Fill - Streambed Mix	Unnamed Tributary to	Below OHW	pormant+	22 cu. yd.	425 sq. ft.
(In Channel)	Stearns Creek	Above OHW	במוומוובוור	56 cu. yd.	1,317 sq. ft.
Fill - Select Borrow	Unnamed Tributary to	Below OHW	Dermanent	44 cu. yd.	425 sq. ft.
(In Channel)	Stearns Creek	Above OHW		50 cu. yd.	272 sq. ft.
Fill - Quarry Spalls	Unnamed Tributary to Stearns Creek	Above OHW	Permanent	3 cu. yd.	21 sq. ft.

Lewis County Department of Public Works Reference Number: NWS-2017-918 Date: 5/1/2017 Sheet: 7 of 7 (

0

 \cup



US Army Corps of Engineers ® Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number:	NWS-2017-918
Name of Permittee:	Lewis County Public Works
Date of Issuance:	May 8, 2018

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following address:

Department of the Army U.S. Army Corps of Engineers Seattle District, Regulatory Branch Post Office Box 3755 Seattle, Washington 98124-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.

Date work complete:

Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).

If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).

Date work complete:

□ N/A

Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).

	Provide phone nu Printed Name:	umber/email for scheduling site visits (must have legal authority to grant property acc	ess).
	Phone Number:	Email:	
Printe	ed Name:		
Signa	ture:		

Date:





NATIONWIDE PERMIT 14

Terms and Conditions



Effective Date: March 19, 2017

- A. Description of Authorized Activities
- B. U.S. Army Corps of Engineers (Corps) National General Conditions for all NWPs
- C. Corps Seattle District Regional General Conditions
- D. Corps Regional Specific Conditions for this NWP
- E. Washington Department of Ecology (Ecology) Section 401 Water Quality Certification (401 Certification): General Conditions
- F. Ecology 401 Certification: Specific Conditions for this NWP
- G. Coastal Zone Management Consistency Response for this NWP

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

14. <u>Linear Transportation Projects</u>. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

<u>Notification</u>: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (<u>Authorities</u>: Sections 10 and 404)

<u>Note 1</u>: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must

comply with 33 CFR 330.6(d). <u>Note 2</u>: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4). <u>Note 3</u>: For NWP 14 activities that require preconstruction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. <u>Navigation</u>. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. <u>Aquatic Life Movements</u>. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. <u>Spawning Areas</u>. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. <u>Migratory Bird Breeding Areas</u>. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. <u>Shellfish Beds</u>. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. <u>Suitable Material</u>. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. <u>Water Supply Intakes</u>. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. <u>Adverse Effects From Impoundments</u>. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. <u>Management of Water Flows</u>. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. <u>Fills Within 100-Year Floodplains</u>. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. <u>Equipment</u>. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. <u>Soil Erosion and Sediment Controls</u>. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. <u>Removal of Temporary Fills</u>. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. <u>Proper Maintenance</u>. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. <u>Single and Complete Project</u>. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. <u>Wild and Scenic Rivers</u>. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management

responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. <u>Tribal Rights</u>. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. <u>Migratory Birds and Bald and Golden Eagles</u>. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If preconstruction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer

determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. <u>Discovery of Previously Unknown Remains and Artifacts</u>. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. <u>Designated Critical Resource Waters</u>. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. <u>Mitigation</u>. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum

extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-toreplace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permitteeresponsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs

to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permitteeresponsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. <u>Safety of Impoundment Structures</u>. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. <u>Water Quality</u>. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. <u>Coastal Zone Management</u>. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. <u>Regional and Case-By-Case Conditions</u>. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. <u>Use of Multiple Nationwide Permits</u>. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a

road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. <u>Transfer of Nationwide Permit Verifications</u>. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. <u>Compliance Certification</u>. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. <u>Activities Affecting Structures or Works Built by the United States</u>. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. <u>Pre-Construction Notification</u>. (a) <u>Timing</u>. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not

commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) <u>Contents of Pre-Construction Notification</u>: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require preconstruction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame

concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each preconstruction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision: 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre. 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address sitespecific environmental concerns. 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than

minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer. 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information: 1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP. 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law. 3. NWPs do not grant any property rights or exclusive privileges. 4. NWPs do not authorize any injury to the property or rights of others. 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to all NWPs for the Seattle District in Washington State, unless specified.

1. <u>Project Drawings</u>: Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the U.S. will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

2. <u>Aquatic Resources Requiring Special Protection</u>: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali

wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

- NWP 3 Maintenance
- NWP 20 Response Operations for Oil and Hazardous Substances
- NWP 32 Completed Enforcement Actions

NWP 38 - Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWPs in any of the aquatic resources requiring special protection, prospective permittees must submit a PCN to the Corps of Engineers (see NWP general condition 32) and obtain written authorization before commencing work.

3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank

stabilization in tidal waters in Water Resource Inventory Areas (WRIAs)

8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.

4. <u>Commencement Bay</u>: The following NWPs may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 2 on Corps website):

NWP 12 – Utility Line Activities (substations)

NWP 13 – Bank Stabilization

NWP 14 – Linear Transportation Projects

NWP 23 - Approved Categorical Exclusions

NWP 29 - Residential Developments

NWP 39 – Commercial and Institutional Developments

NWP 40 – Agricultural Activities

NWP 41 - Reshaping Existing Drainage Ditches

NWP 42 - Recreational Facilities

NWP 43 - Stormwater and Wastewater Management Facilities

<u>5. Bank Stabilization:</u> All projects including new or maintenance bank stabilization activities require PCN to the Corps of Engineers (see NWP general condition 32). For new bank stabilization projects only, the following must be submitted to the Corps of Engineers:

a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.

b. The type and length of existing bank stabilization within 300 feet of the proposed project.

- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

6. Crossings of Waters of the United States: Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the Corps of Engineers (see NWP general condition 32). If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

a. The existence of extraordinary site conditions.

b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, project proponents must provide a monitoring plan with the PCN that specifies how the proposed culvert will be assessed over a five-year period from the time of construction completion to ensure its effectiveness in providing passage at all life stages at all flows where the salmonid species would naturally seek passage. Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

7. <u>Stream Loss</u>: A PCN is required for all activities that result in the loss of any linear feet of stream beds. No activity shall result in the loss of any linear feet of perennial stream beds or the loss of greater than 300 linear feet of intermittent and/or ephemeral stream beds. A stream may be rerouted if it is designed in a manner that maintains or restores hydrologic, ecologic, and geomorphic stream processes, provided there is not a reduction in the linear feet of stream bed. Streams include brooks, creeks, rivers, and historical waters of the U.S. that have been channelized into ditches. This condition does not apply to ditches constructed in uplands. Stream loss restrictions may be waived by the district engineer on a case-by-case basis provided the activities result in net increases of aquatic resource functions and services.

8. <u>Mitigation</u>: Pre-construction notification is required for any project that will result in permanent wetland losses that exceed 1,000 square feet. In addition to the requirements of General Condition 23 (Mitigation), compensatory mitigation at a minimum one-to-one ratio will be required for all permanent wetland losses that exceed 1,000 square feet. When a PCN is required for wetland losses less than 1,000 square feet, the Corps of Engineers may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation for impacts to marine waters, lakes, and streams will be determined on a case-by-case basis. If temporary impacts to waters of the U.S. exceed six months, the Corps of Engineers may require compensatory mitigation for temporal effects.

9. Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat

Essential Fish Habitat (EFH) is defined as those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. If EFH may be adversely affected by a proposed activity, the prospective permittee must provide a written EFH assessment with an analysis of the effects of the proposed action on EFH. The assessment must identify the type(s) of essential fish habitat (i.e., Pacific salmon, groundfish, and/or coastal-pelagic species) that may be affected. If the Corps of Engineers determines the project will adversely affect EFH, consultation with NOAA Fisheries will be required. Federal agencies should follow their own procedures for complying with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act. If PCN is required for the proposed activity, Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

10. Forage Fish: For projects in forage fish spawning habitat, in-water work must occur within designated forage fish work windows, or when forage fish are not spawning. If working outside of a designated work window, or if forage fish work windows are closed year round, work may occur if the work window restriction is released for a period of time after a forage fish spawning survey has been conducted by a biologist approved by the Washington State Department of Fish and Wildlife (WDFW). Forage fish species with designated in-water work windows include Pacific sand lance (*Ammodytes hexapterus*), Pacific herring (*Clupea pallasi*), and surf smelt (*Hypomesus pretiosus*). This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

11. <u>Notification of Permit Requirements</u>: The permittee must provide a copy of the nationwide permit authorization letter, conditions, and permit drawings to all contractors and any other parties performing the authorized work prior to the commencement of any work in waters of the U.S. The permittee must ensure all appropriate contractors and any other parties performing the authorized work at the project site have read and understand relevant NWP conditions as well as plans, approvals, and documents referenced in the NWP letter. A copy of these documents must be maintained onsite throughout the duration of construction.

12. <u>Construction Boundaries</u>: Permittees must clearly mark all construction area boundaries before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

13. Temporary Impacts and Site Restoration

- a. Temporary impacts to waters of the U.S. must not exceed six months unless the prospective permittee requests and receives a waiver by the district engineer. Temporary impacts to waters of the U.S. must be identified in the PCN.
- b. No more than 1/2 acre of waters of the U.S. may be temporarily filled unless the prospective permittee requests and receives a waiver from the district engineer (temporary fills do not affect specified limits for loss of waters associated with specific nationwide permits).
- c. Native soils removed from waters of the U.S. for project construction should be stockpiled and used for site restoration. Restoration of temporarily disturbed areas must include returning the area to preproject ground surface contours. If native soil is not available from the project site for restoration, suitable clean soil of the same textural class may be used. Other soils may be used only if identified in the PCN.
- d. The permittee must revegetate disturbed areas with native plant species sufficient in number, spacing, and diversity to restore affected functions. A maintenance and monitoring plan commensurate with the impacts, may be required. Revegetation must begin as soon as site conditions allow within the same growing season as the disturbance unless the schedule is approved by the Corps of Engineers. Native plants removed from waters of the U.S. for project construction should be stockpiled and used for revegetation when feasible. Temporary Erosion and Sediment Control measures must be removed as soon as the area has established vegetation sufficient to control erosion and sediment.
- e. If the Corps determines the project will result in temporary impacts of submerged aquatic vegetation (SAV) that are more than minimal, a monitoring plan must be submitted. If recovery is not achieved by the end of the monitoring period, contingencies must be implemented, and additional monitoring will be required.

This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWPS:

1. Private residential driveways in waters of the U.S. with footprints wider than 22 feet or longer than 200 feet are not authorized by this NWP. For this requirement, "footprint" refers to the bottom width of the roadway fill prism.

2. A pre-construction notification must be submitted to the district engineer (see NWP general condition 32) for linear transportation project crossings in tidal waters.

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

In addition to all the Corps National and Seattle Districts' Regional permit conditions, the following State General Section 401 Water Quality Certification (Section 401) conditions apply to all Nationwide Permits whether **certified** or **partially certified** in the State of Washington.

1. For in-water construction activities. Ecology Section 401 review is required for projects or activities authorized under NWPs that will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC). State water quality standards and sediment management standards are available on Ecology's website. Note: In-water activities include any activity within a wetland and/or activities below the ordinary high water mark (OHWM).

2. **Projects or Activities Discharging to Impaired Waters**. Ecology Section 401 review is required for projects or activities authorized under NWPs if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter. To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. Application. For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32, Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above and a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of **both** of these documents, Section 401 is presumed waived.

4. Aquatic resources requiring special protection. Certain aquatic resources are unique, difficult-toreplace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings. Ecology Section 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Seattle District Regional General Condition): (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):

- Estuarine wetlands.
- Wetlands of High Conservation Value.
- Bogs.
- Old-growth and mature forested wetlands.
- Wetlands in coastal lagoons.
- Interdunal wetlands.

- Vernal pools.
- Alkali wetlands.

(b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (Zostera marina) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score \geq 8 points. This State General Condition does not apply to the following Nationwide Permits: NWP 20 – Response Operations for Oil and Hazardous Substances, NWP 32 – Completed Enforcement Actions

5. Mitigation. Applicants are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology Section 401 review with unavoidable impacts to aquatics resources, adequate compensatory mitigation must be provided.

(a) Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:

i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.

ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).

iii. The rationale for the mitigation site that was selected.

iv. The goals and objectives of the compensatory mitigation project.

v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.

vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.

vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans. Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approach such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approache, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

(b) Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

6. Temporary Fills. Ecology Section 401 review is required for any project or activity with temporary fill in wetlands or other waters of the state for more than 90 days, unless the applicant has received written approval from Ecology. Note: This State General Condition does not apply to projects or activities authorized under NWP 33, *Temporary Construction, Access, and Dewatering*

7. Stormwater pollution prevention: All projects that involve land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the State.

(a) For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.

(b) Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

8. State Section 401 Review for PCNs not receiving 45-day response from the Seattle District. In the event the Seattle District Corps does not issue a NWP authorization letter within 45 calendar days of receipt of a complete pre-construction notification, the applicant must contact Ecology for Section 401 review prior to commencing work.

F. ECOLOGY 401 CERTIFICATION: SPECIFIC CONDITIONS FOR THIS NWP:

Certified subject to conditions. Ecology Section 401 review is required for projects or activities authorized under this NWP if:

- 1. The project or activity impacts more than more than 1/3 acre of waters of the state.
- 2. The project includes fill related to a residential and/or commercial development.
- 3. The project or activity is in or adjoining a known contaminated or cleanup site.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP: (Note: This is only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

Response: Ecology concurs that this NWP is consistent with the CZMP, subject to the following condition: An individual Coastal Zone Management Consistency Determination is required for project or activities under this NWP if State Section 401 review is required.

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program "Certification of Consistency" form is required for projects located within a coastal county. "Certification of Consistency" forms are available on Ecology's website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.

2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)

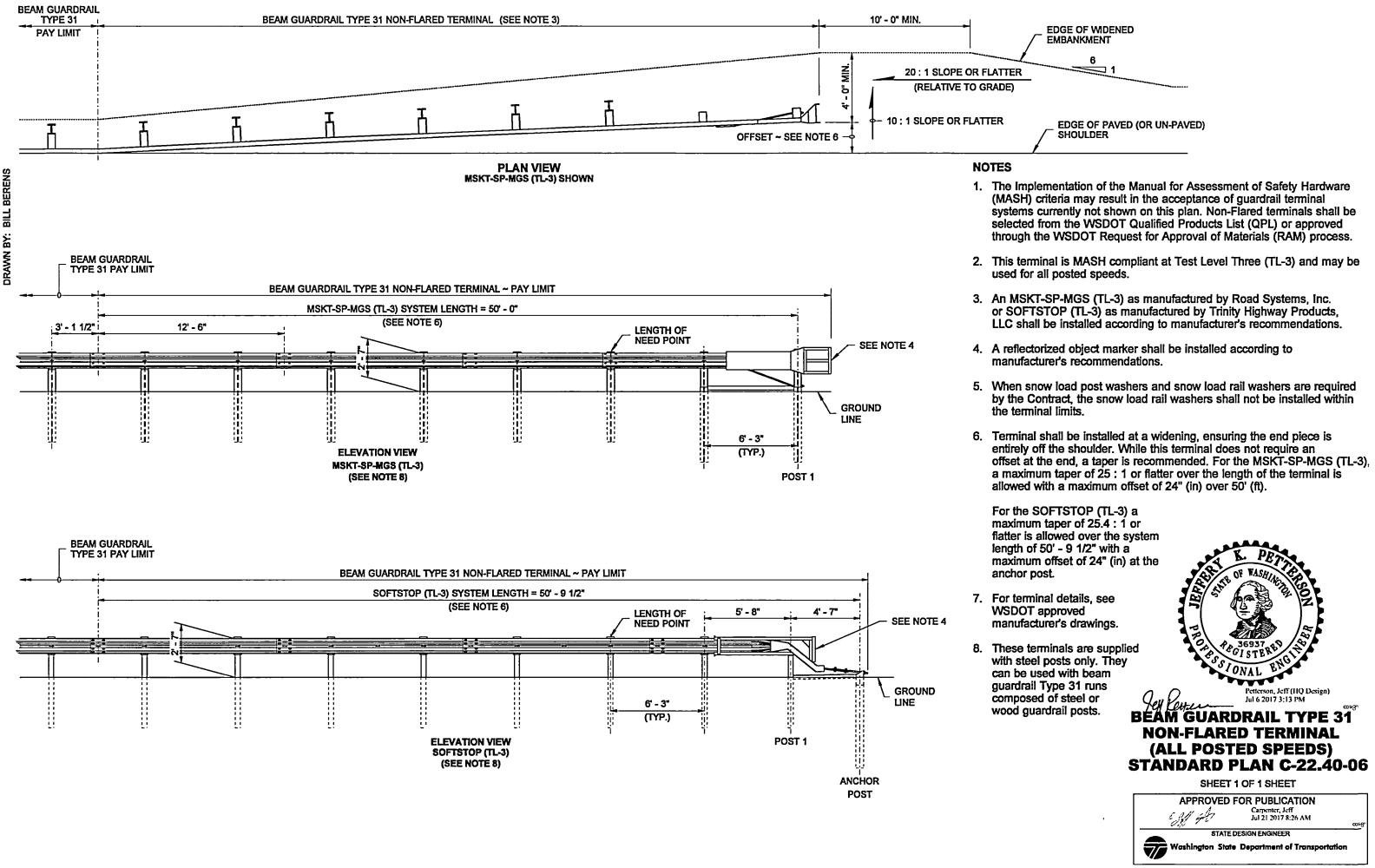
1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.

2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.

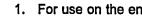
APPENDIX G

STANDARD PLANS

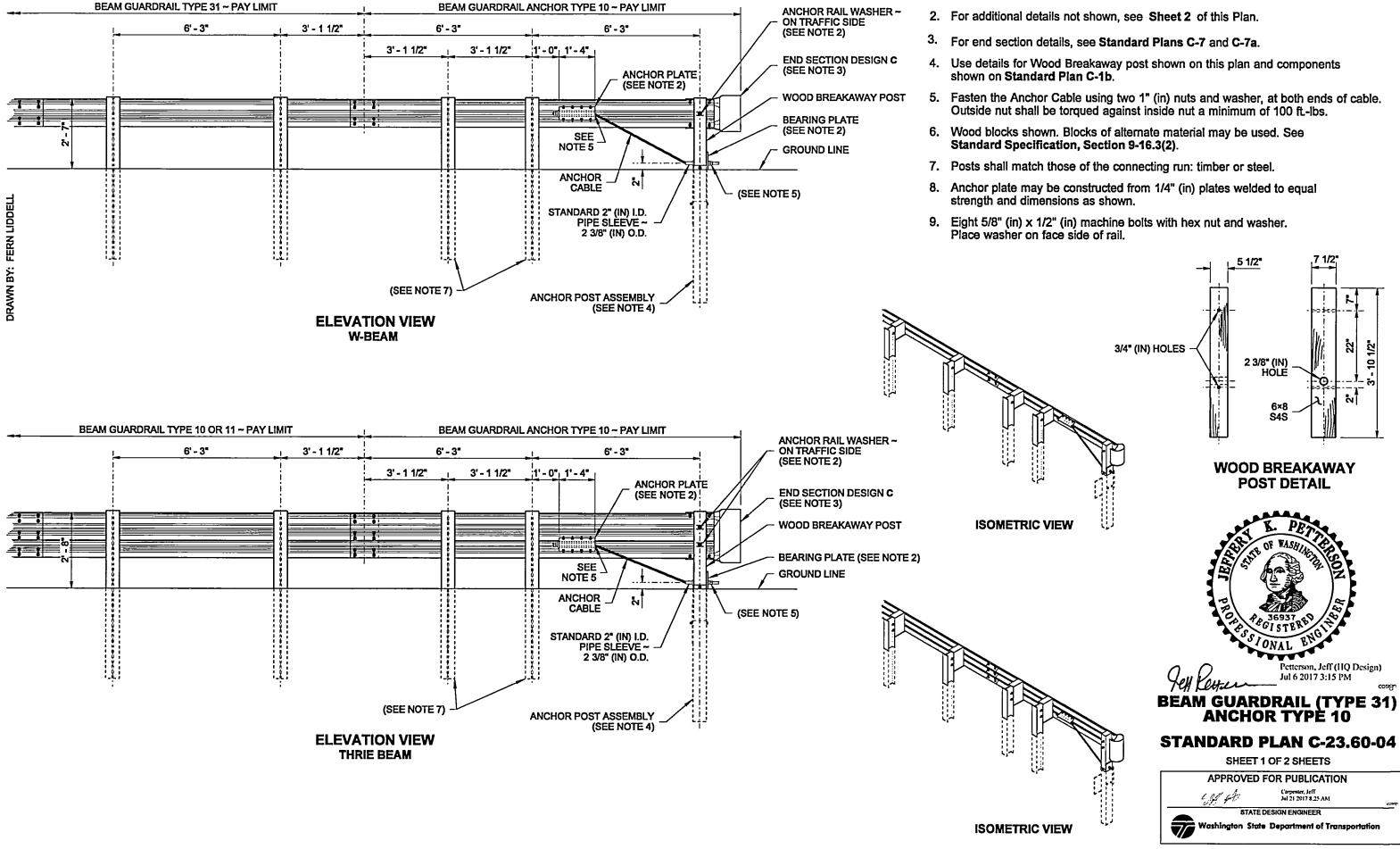
CONTRACT PLANS



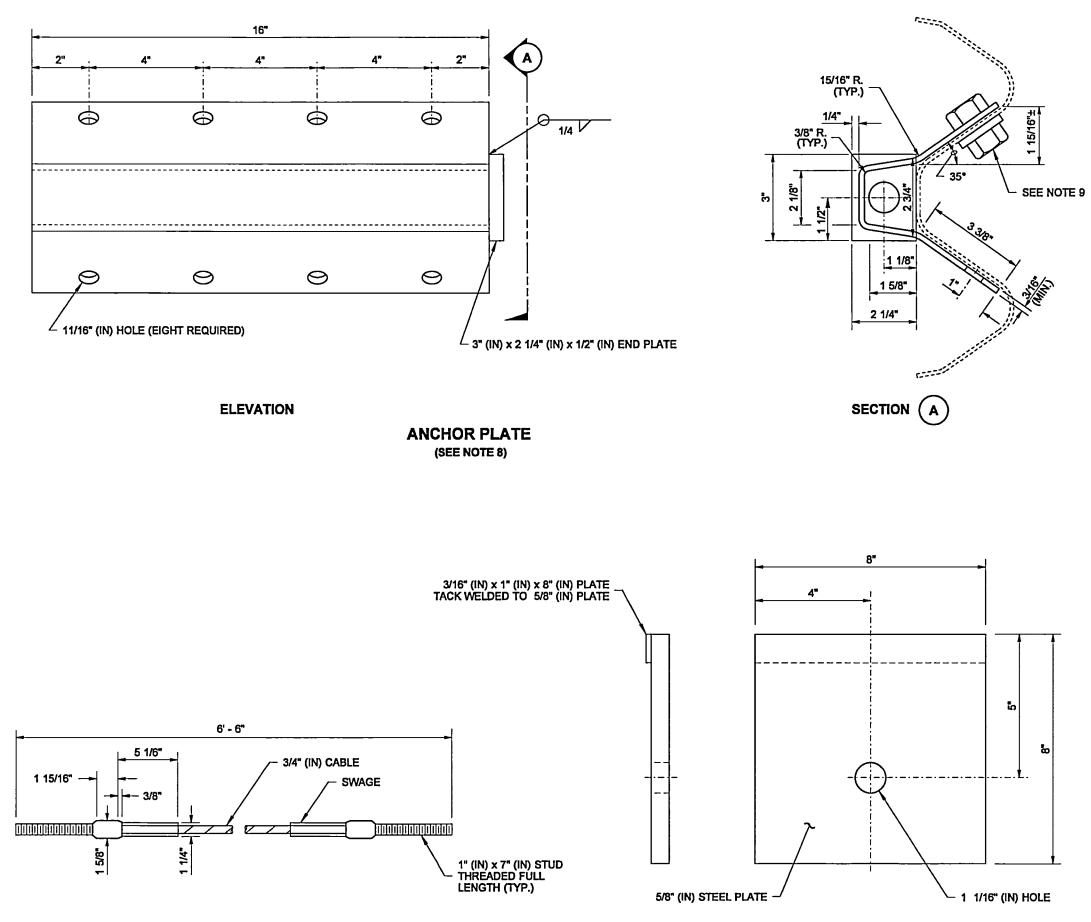
NOTES



- 9.

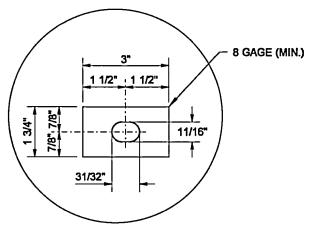


1. For use on the end of guardrail runs when a crashworthy terminal is not required.

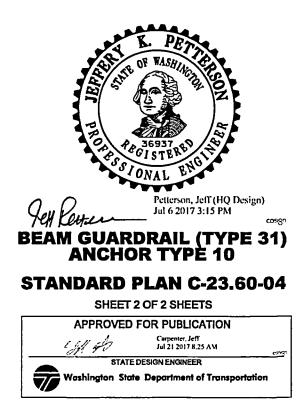


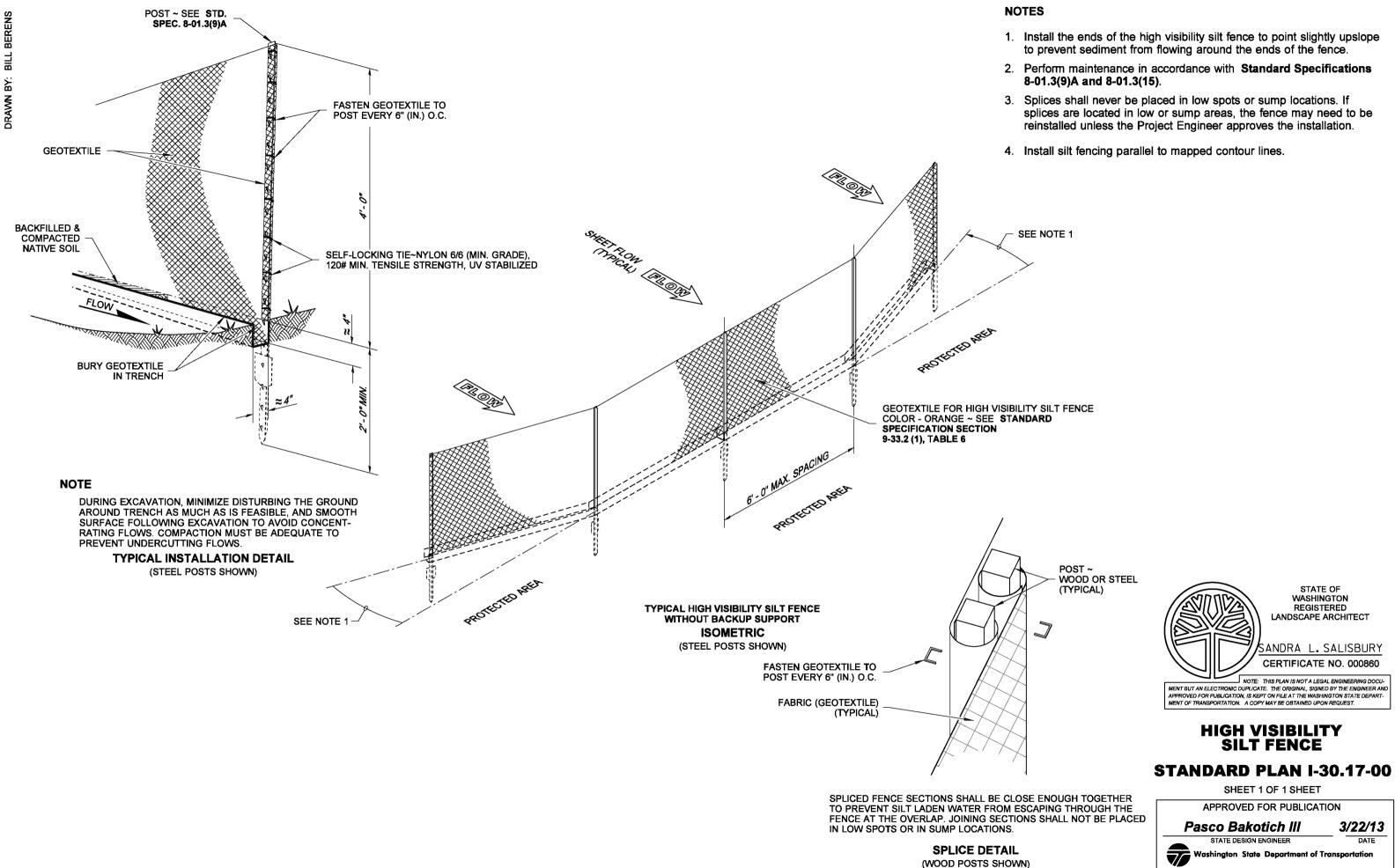
ANCHOR CABLE

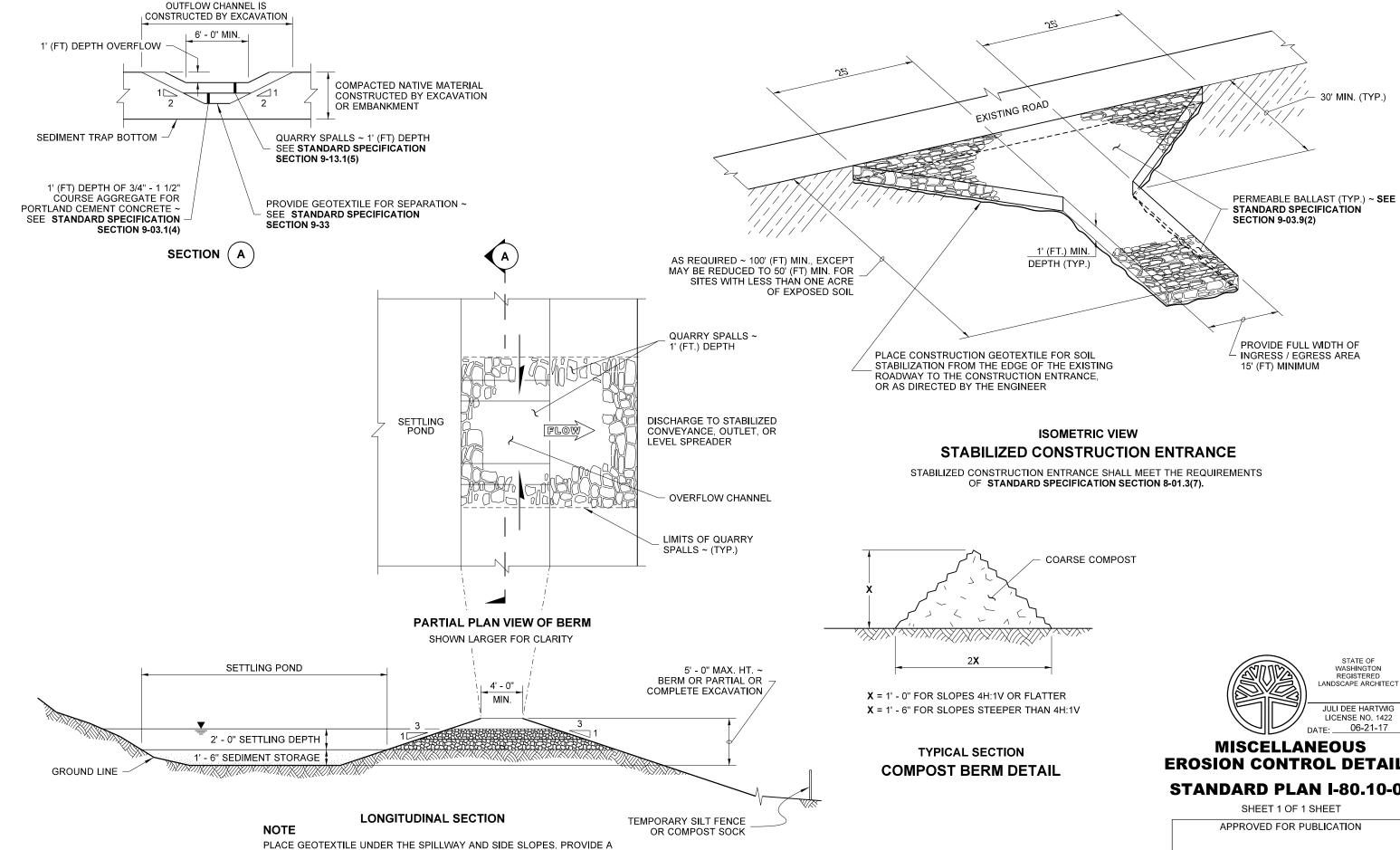
BEARING PLATE



ANCHOR RAIL WASHER







CONTINUOUS LAYER BETWEEN THE GRAVEL/ROCK AND THE NATIVE EARTHEN MATERIAL.

TEMPORARY SEDIMENT TRAP

EROSION CONTROL DETAILS

STANDARD PLAN I-80.10-02



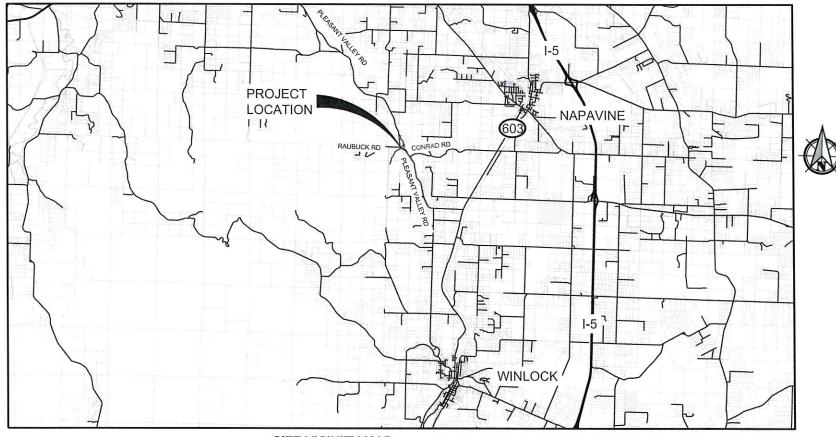
STATE DESIGN ENGINEER

Washington State Department of Transportation

STEARNS CREEK TRIBUTARY CULVERT REPLACEMENT

S5, T12N, R2W

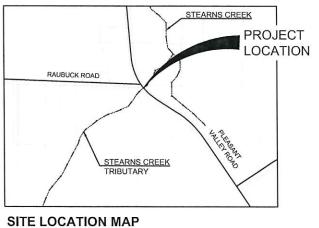
SOUTH OF RAUBUCK RD ON PLEASANT VALLEY RD LEWIS COUNTY PUBLIC WORKS



SITE VICINITY MAP SCALE: 1" = 1 Mile (@ 22X34)

	Sheet Index					
Sheet #	Category #	Sheet Title				
1	G01	COVER SHEET				
2	G02	LEGEND				
3	EC01	SITE PREPARATION AND EROSION CONTROL PLAN				
4	C01	CREEK AND CULVERT PLAN AND PROFILE				
5	C02	CREEK AND CULVERT PLAN AND PROFILE				
6	C03	ROADWAY DRAINAGE AND GRADING				
7	C04	ROADWAY DRAINAGE AND GRADING				
8	D01	DETAILS				
9	D02	DETAILS				
10	D03	DETAILS				
11	P01	PLANT MITIGATION PLAN				
12	P02	PLANT MITIGATION NOTES				
13	P03	PLANT MITIGATION DETAILS				

4



SCALE: 1" = 500' (@ 22X34)

CONTACT INFORMATION:

OWNER: LEWIS COUNTY PUBLIC WORKS 2025 NE KRESKY AVE CHEHALIS, WA 98532 PHONE: (360) 740-1123 WWW.LEWISCOUNTYWA.GOV

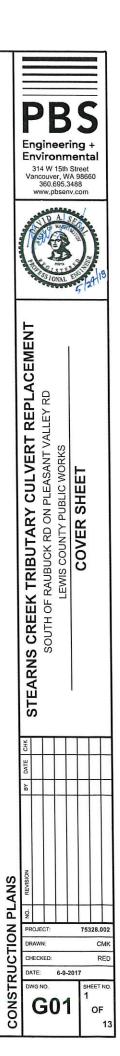
CIVIL ENGINEER: PBS ENGINEERING + ENVIRONMENTAL 314 W. 15TH STREET VANCOUVER, WA 98660 PHONE: (360) 695-3488 FAX: (360) 695-8767

DAVE SEGAL, PE PROJECT ENGINEER E-MAIL: DAVE.SEGAL@PBSUSA.COM

RICH DARLAND, PE PROJECT MANAGER E-MAIL: RICH.DARLAND@PBSUSA.COM

> COMMISSIONERS: EDNA FUND, DISTRICT 1 BOBBY JACKSON, DISTRICT 2 GARY STAMPER, DISTRICT 3

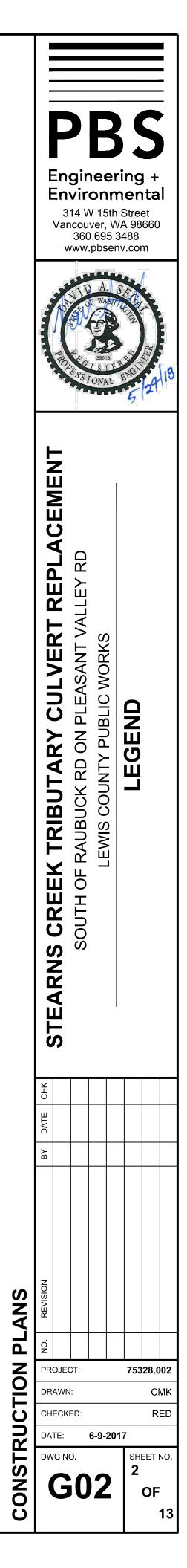
LEWIS COUNTY DEPARTMENT OF PUBLIC WORKS

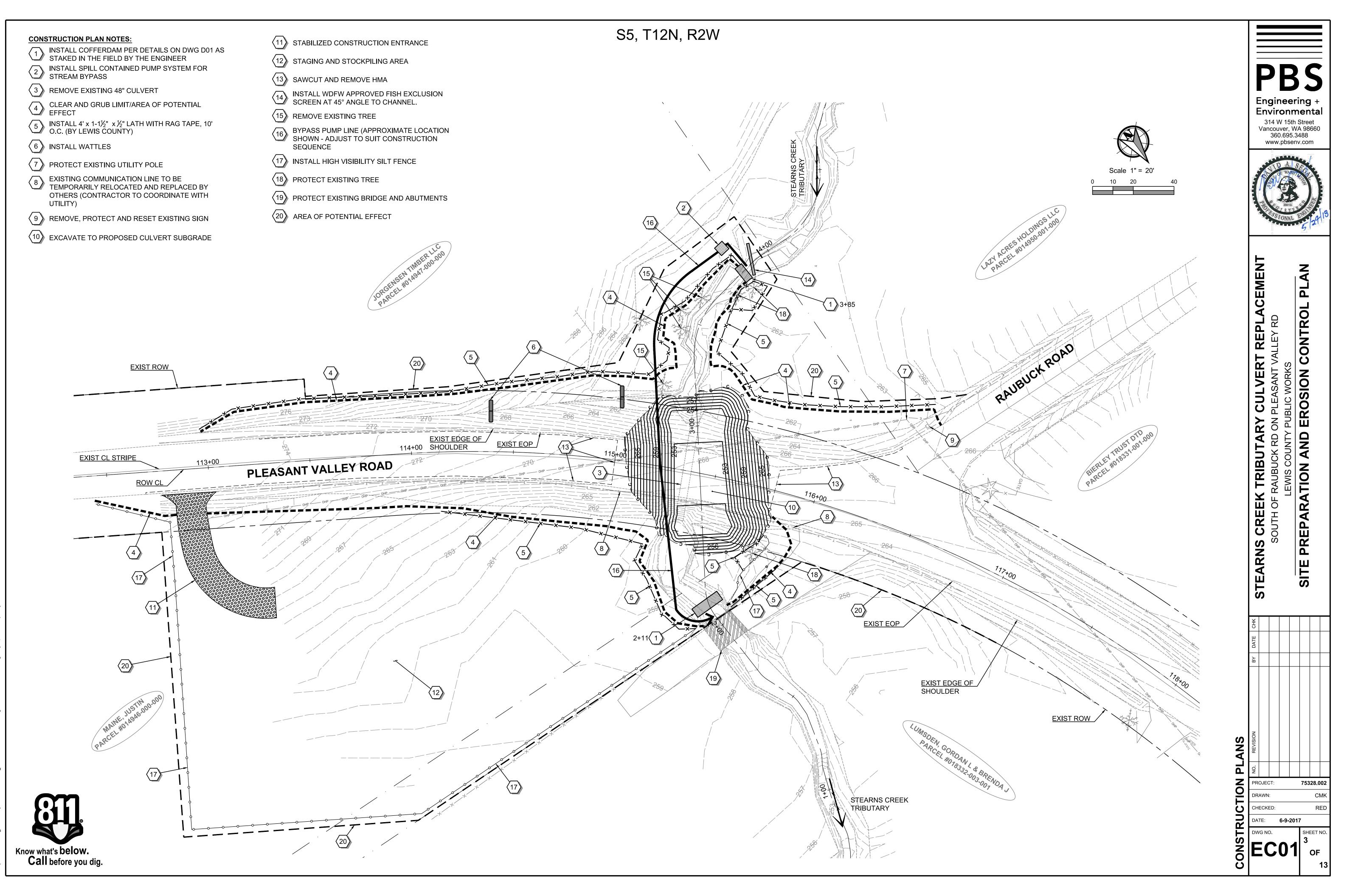


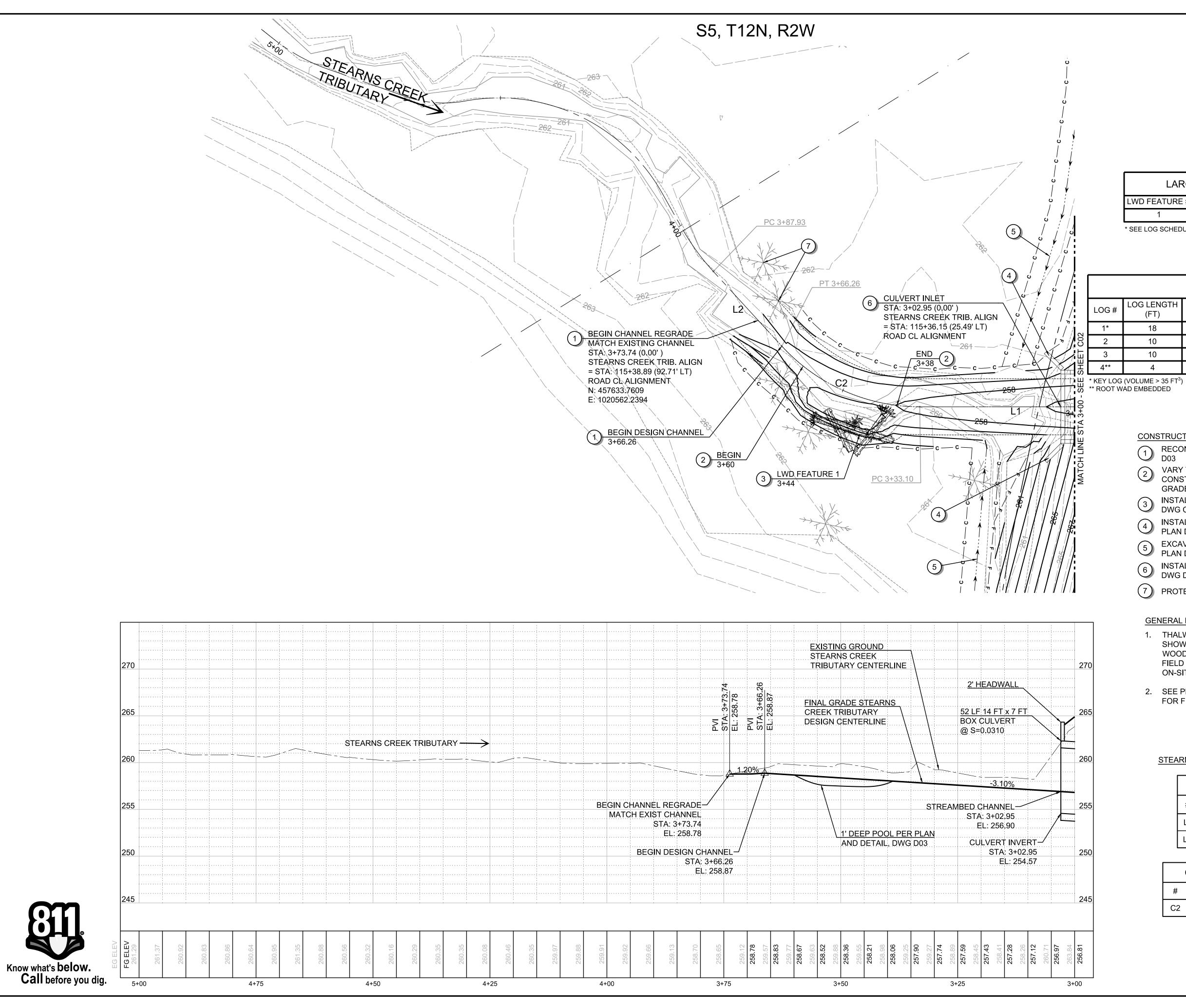
Existing Linety	vpe Legend	Proposed/Future Lin	etype Legend
;		-	
Existing Storm Sewer Pipe	SD SD SD SD	Proposed Lot Line	
Existing Right-of-way		Proposed Flow Line	$ \longrightarrow \cdots \longrightarrow \cdots \longrightarrow \cdots \longrightarrow \cdots $
Existing Paint Stripe		Proposed Centerline	
Existing Centerline		Proposed Right-of-way	
Existing Building	··· · · · · · · · · · · · ·	Proposed Sawcut Line	
Existing Property Line		Proposed Clear and Grub Limit	
Existing Utility Easement		Area of Potential Effect	
Existing Fence	XXXXX	Proposed Edge of Shoulder	
Existing Wall		Proposed End Of Pav't	
Existing Lot Line	· · · ·	Proposed Paint Stripe	
Existing Contour	253	Proposed Lath With Rag Tape	xxxx
Existing Edge of Pavement		Proposed Contour	253
Existing Telephone Line	T T T T T T	Proposed Cut Limit	c c c c
Existing Overhead Power	OHP OHP OHP OHP	Proposed Fill Limit	F F F F
Existing Edge of Shoulder		Proposed High Visibility Silt Fence	

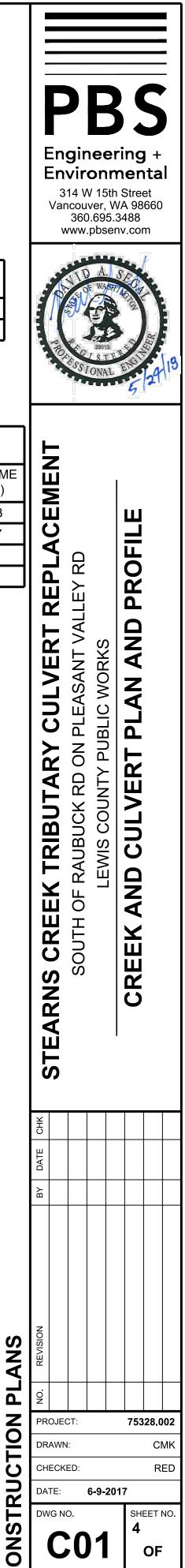
Sy	ymbol	Legend	
Existing Guy Anchor	\leftarrow	Proposed Road Barrier	
Existing Project Bench Mark		Proposed Flow Arrow	\leftarrow
Existing Sign		Proposed Gravel Construction Entrance	
Existing Coniferous Tree	X		

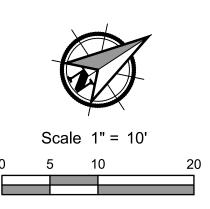
	Abbreviati	on Legend	
Alignment	ALIGN	Maximum	MAX
Centerline	CL	Minimum	MIN
Diameter	DIA	Number	No. or #
Drawing	DWG	Overhead Power	OHP
Edge of Pavement	EOP	Point of Curve	PC
Elevation	EL	Point of Tangent	PT
Existing	EXIST	Point of Vertical Intersection	PVI
Final Grade	FG	Right	RT
Foot / Feet	FT	Right of Way	ROW
Hot Mixed Asphalt	HMA	Road	RD
Lane	LN	Sheet	SHT
Left	LT	Station	STA
Linear Foot	LF	Standard	STD
		Typical	TYP











LARG	E WOOD	Y DEBRIS CONT	ROL TAI	BLE
LWD FEATURE #	STATION	OHW ELEVATION	LOGS*	VOLUME (FT ³)
1	3+44	260.09	1,2,3,4	64.9

* SEE LOG SCHEDULE BELOW

LOG SCHEDULE

#	LOG LENGTH (FT)	LOG DIAMETER (FT)	ROOTWAD LENGTH (FT)	ROOTWAD DIAMETER (FT)	VOLUME (FT ³)
	18	1.5	2	3	40.3
	10	1	1.5	2	10.7
	10	1	-	-	7.9
	4	1	1.5	2	6.0

CONSTRUCTION PLAN NOTES:

- 1 RECONSTRUCT CREEK CHANNEL PER DETAIL, SEE DWG D03
- 2 VARY TYP CHANNEL SECTION PER DETAIL, DWG D03, TO CONSTRUCT 1-FT DEEP POOL BELOW CHANNEL FINAL
- GRADE LINE AS SHOWN ON PROFILE.
- INSTALL LARGE WOODY DEBRIS FEATURE PER TABLES, DWG C01 AND DETAIL, DWG D03 3
- (4) INSTALL PRECAST CONCRETE WINGWA PLAN DWG C04 AND DETAIL, DWG D02 INSTALL PRECAST CONCRETE WINGWALL PER ROADWAY
- 5 EXCAVATE 1.5-FT DEPTH DRAINAGE DITCH PER ROADWAY PLAN DWG C04 AND DETAIL, DWG D02
- (6) INSTALL 52 LF 14-FT x 7-FT BOX CULVERT. SEE DETAIL, DWG D02
- 7 PROTECT EXISTING TREE

GENERAL NOTES:

- 1. THALWEG AND WOODY DEBRIS ARE TO BE PLACED AS SHOWN ON PLANS. MINOR CHANGES TO THE LARGE WOODY DEBRIS FEATURES CAN BE MADE IN THE FIELD BY THE CONTRACTOR IF APPROVED BY THE ON-SITE REPRESENTATIVE.
- 2. SEE PLANT MITIGATION PLANS ON DWG P01 THRU P03 FOR FINAL STABILIZATION REQUIREMENTS.

STEARNS CREEK TRIBUTARY ALIGNMENT DATA

	CENTERLI	NE LINE DATA
#	Length	Direction
L1	112.662	S33° 16' 12.33"W
L2	21.671	S80° 45' 36.14"W

(CENTERLINE		ΑΤΑ
#	Δ	R	L
C2	47°29'24"	40.00	33.15

OF

S

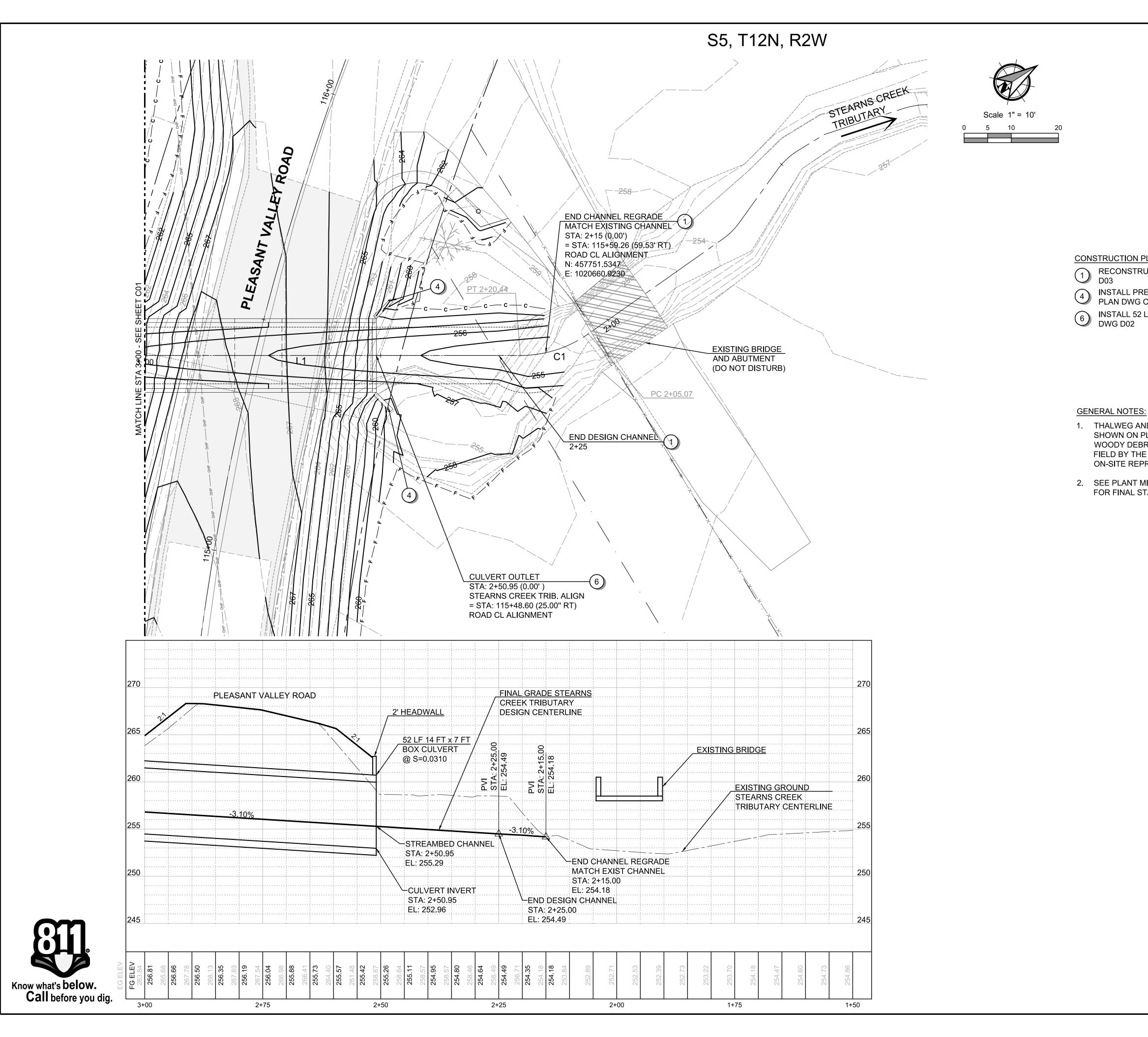
Ζ

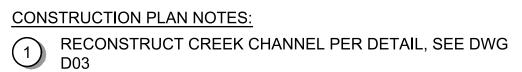
Δ

0

S

Ŭ





(4) INSTALL PRECAST CONCRETE WINGWALL PER ROADWAY PLAN DWG C04 AND DETAIL, DWG D02 INSTALL 52 LF 14-FT x 7-FT BOX CULVERT. SEE DETAIL,

1. THALWEG AND WOODY DEBRIS ARE TO BE PLACED AS SHOWN ON PLANS. MINOR CHANGES TO THE LARGE WOODY DEBRIS FEATURES CAN BE MADE IN THE FIELD BY THE CONTRACTOR IF APPROVED BY THE ON-SITE REPRESENTATIVE.

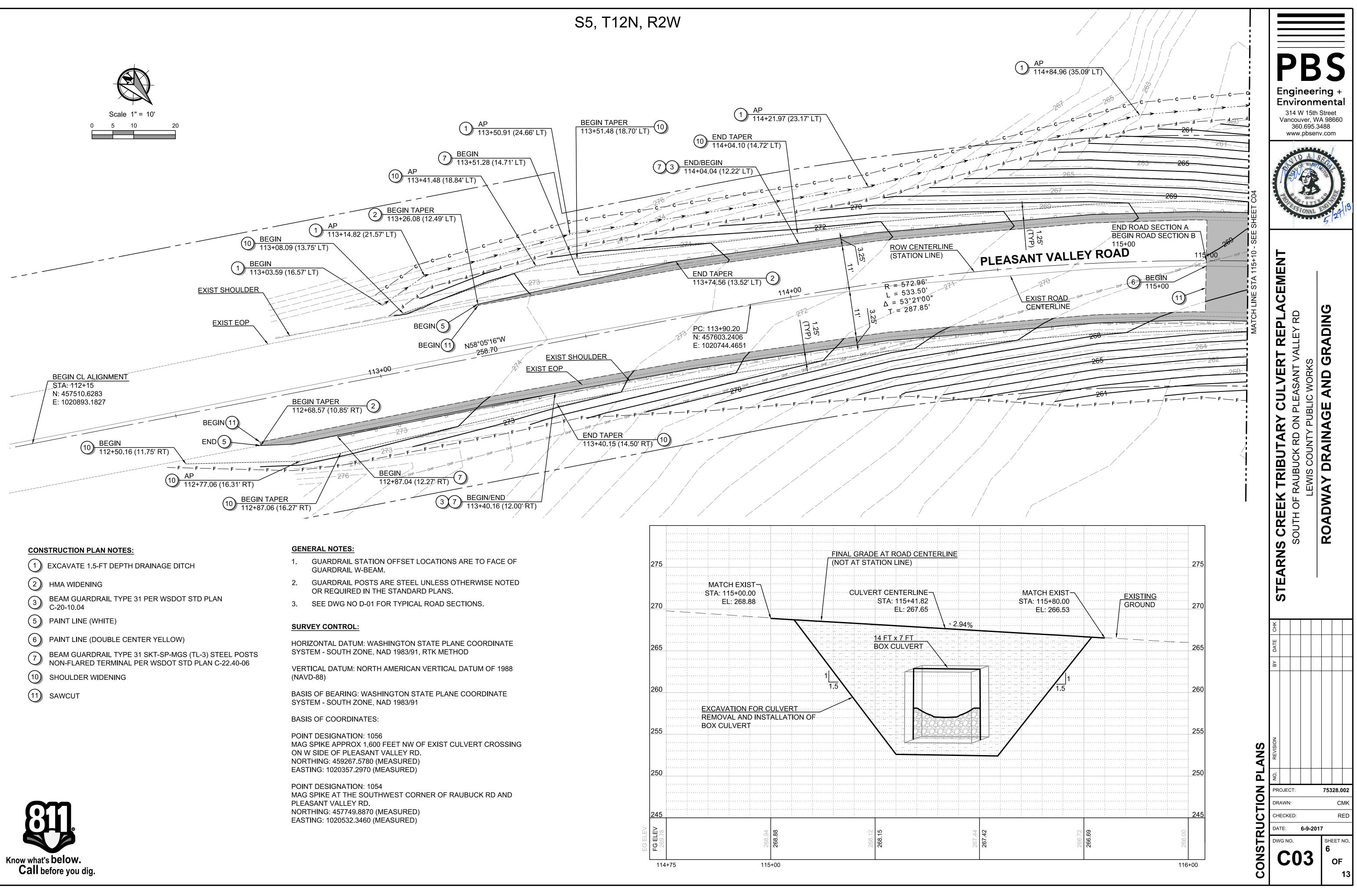
2. SEE PLANT MITIGATION PLANS ON DWG P01 THRU P03 FOR FINAL STABILIZATION REQUIREMENTS.

STEARNS CREEK TRIBUTARY ALIGNMENT DATA

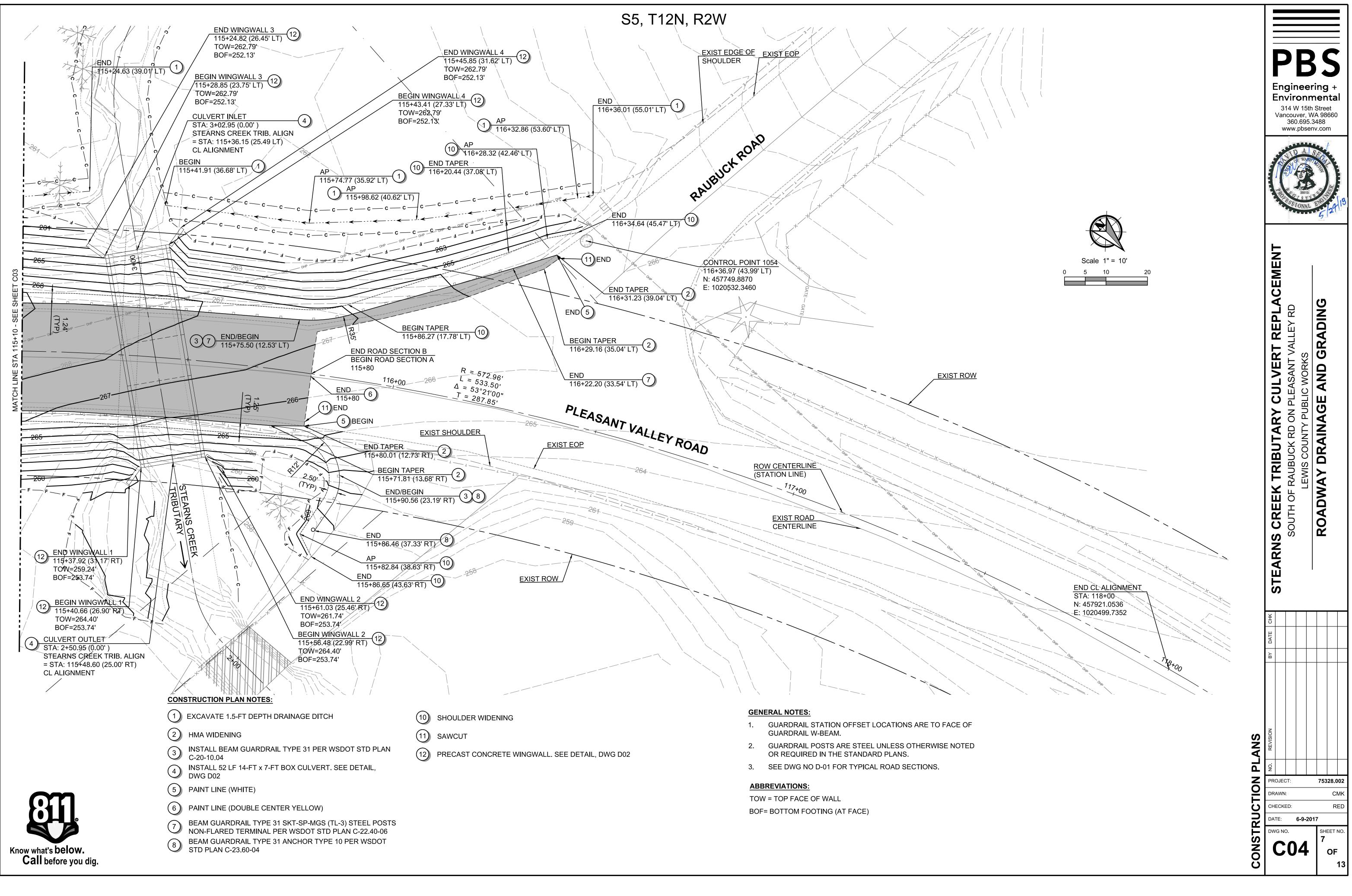
(CENTERL	INE LINE DATA
#	Length	Direction
L1	112.662	S33° 16' 12.33"W

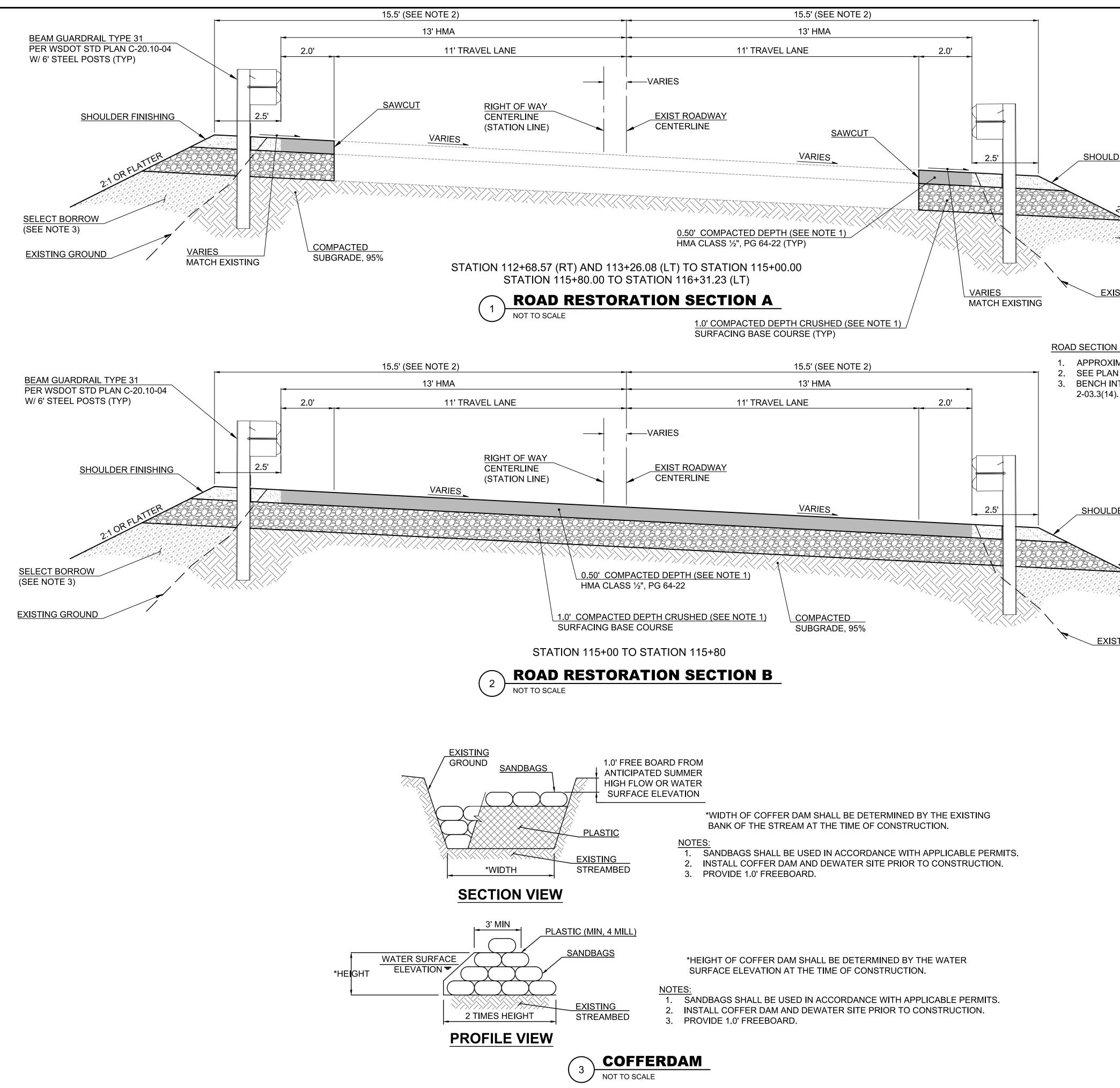
			ΑΤΑ
#	Δ	R	L
C1	35°13'59"	25.00	15.37

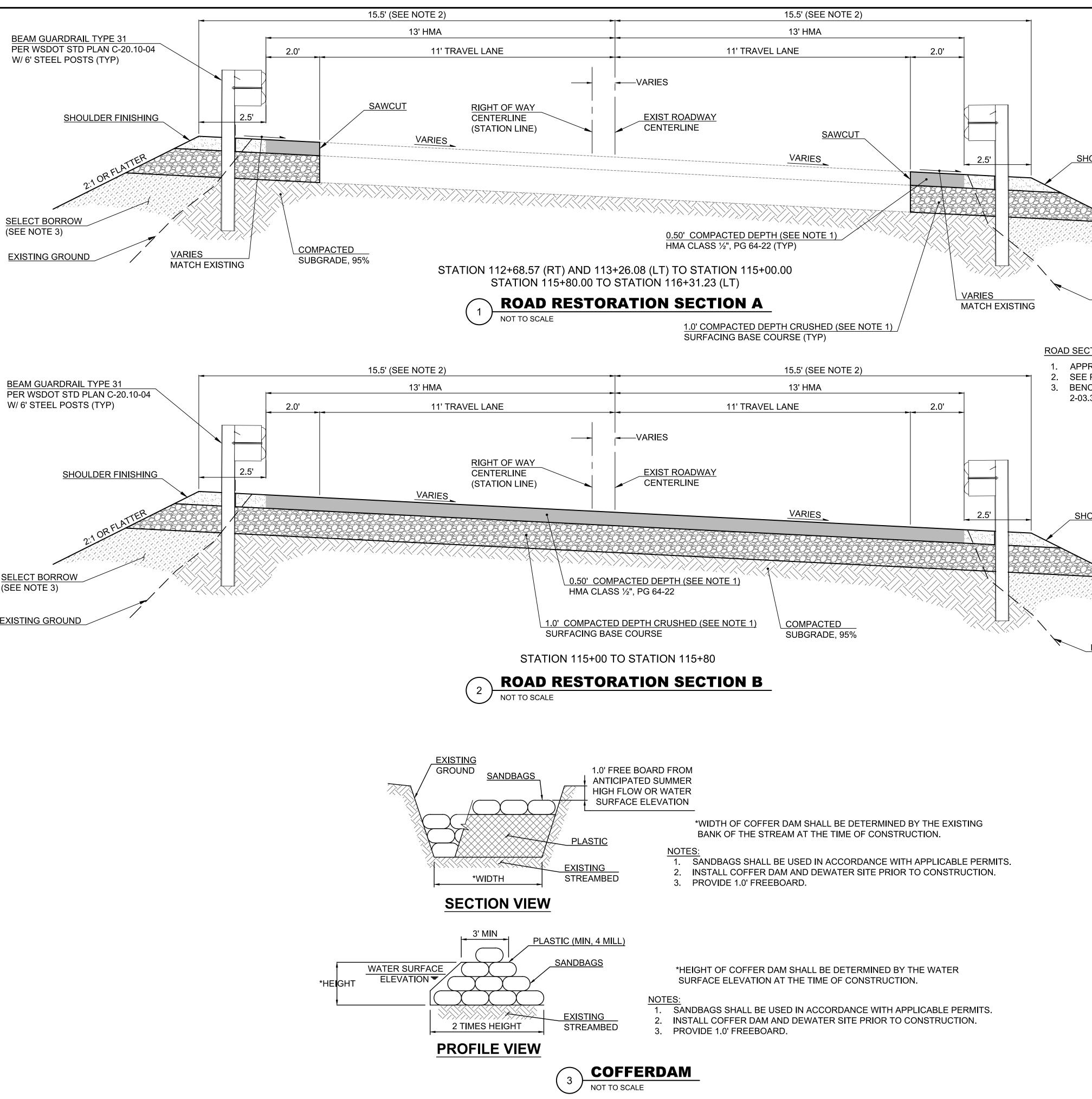
CONSTRUCTION	UCT	NOI.	N PLANS				
DWG N	CHEC	PROJE DRAW	NO. REVISION	BY DATE CH	STEARNS CREEK TRIBUTARY CULVERT REPLACEMENT	En Va	
_	KED:				SOUTH OF RAUBUCK RD ON PLEASANT VALLEY RD	1 Vir 314 W ncouv 360	
2	6-9-20				LEWIS COUNTY PUBLIC WORKS	DNN / 15th ver, V .695.	B
5	17	753			CREEK AND CULVERT PLAN AND PROFILE	nen Stree VA 98 3488 hv.cor	
EET NO. OF 13	RED	28.002 CMK				et 660	5

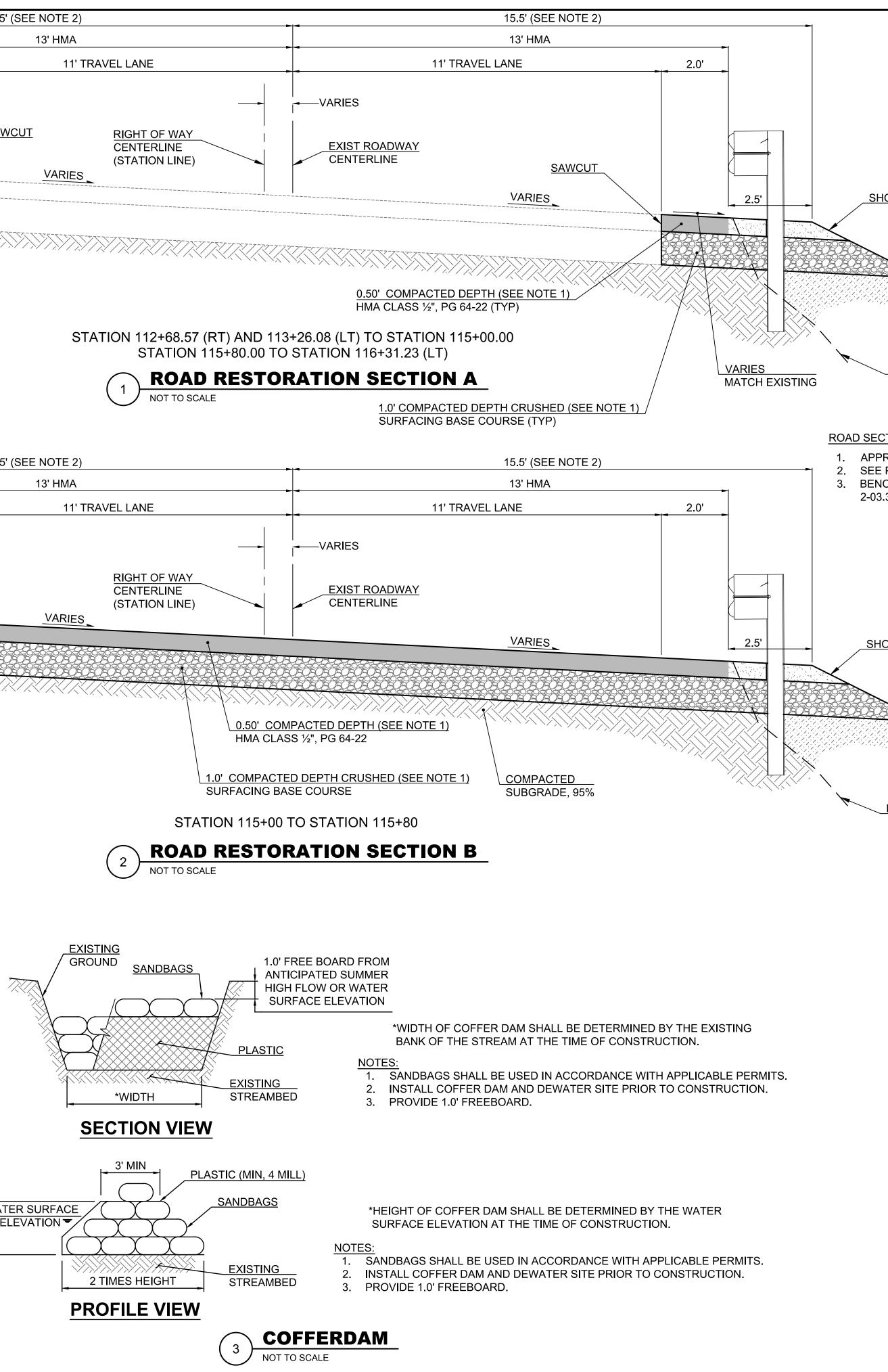


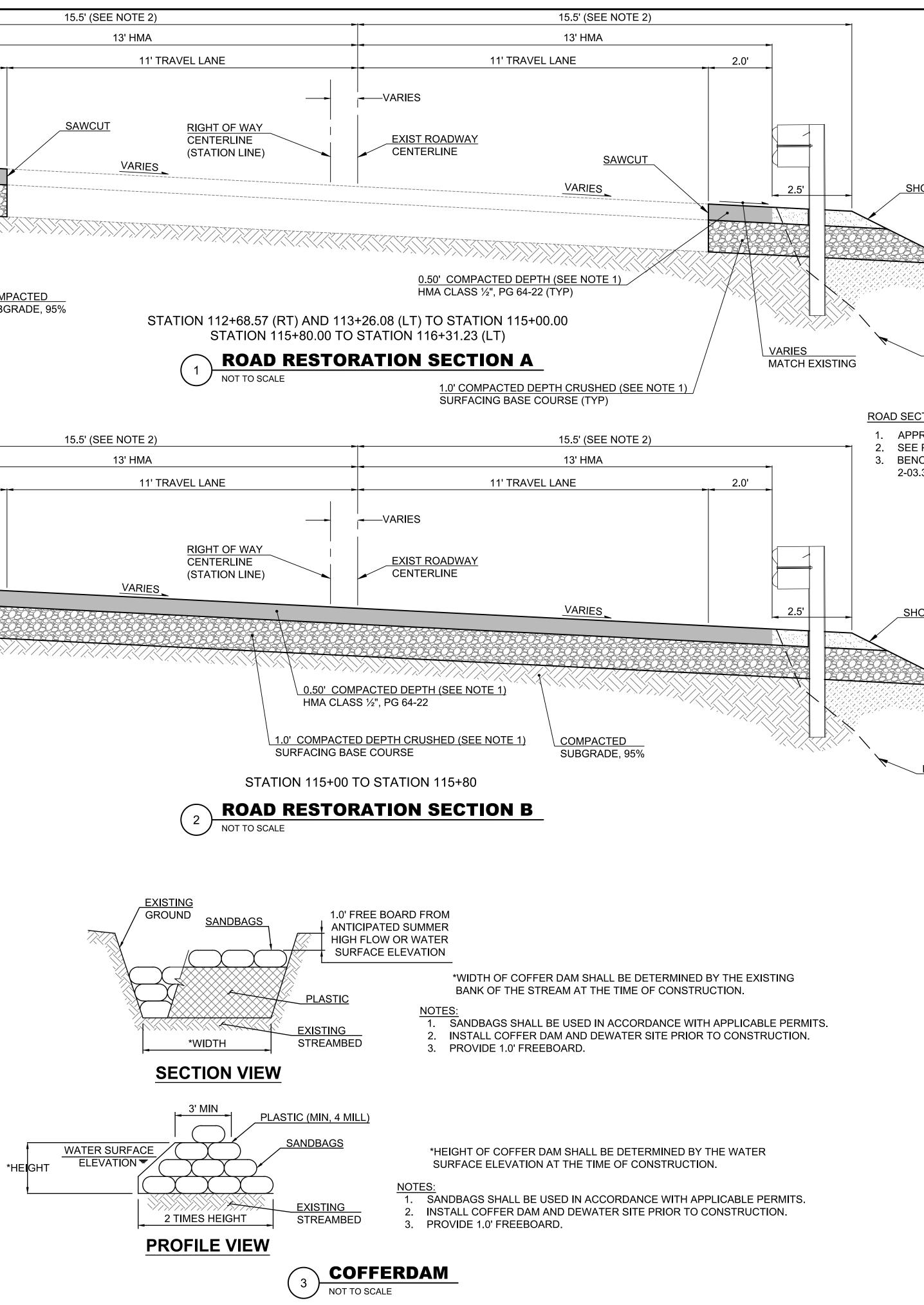












SHOULDER FINISHING

SELECT BORROW (SEE NOTE 3) **EXISTING GROUND**

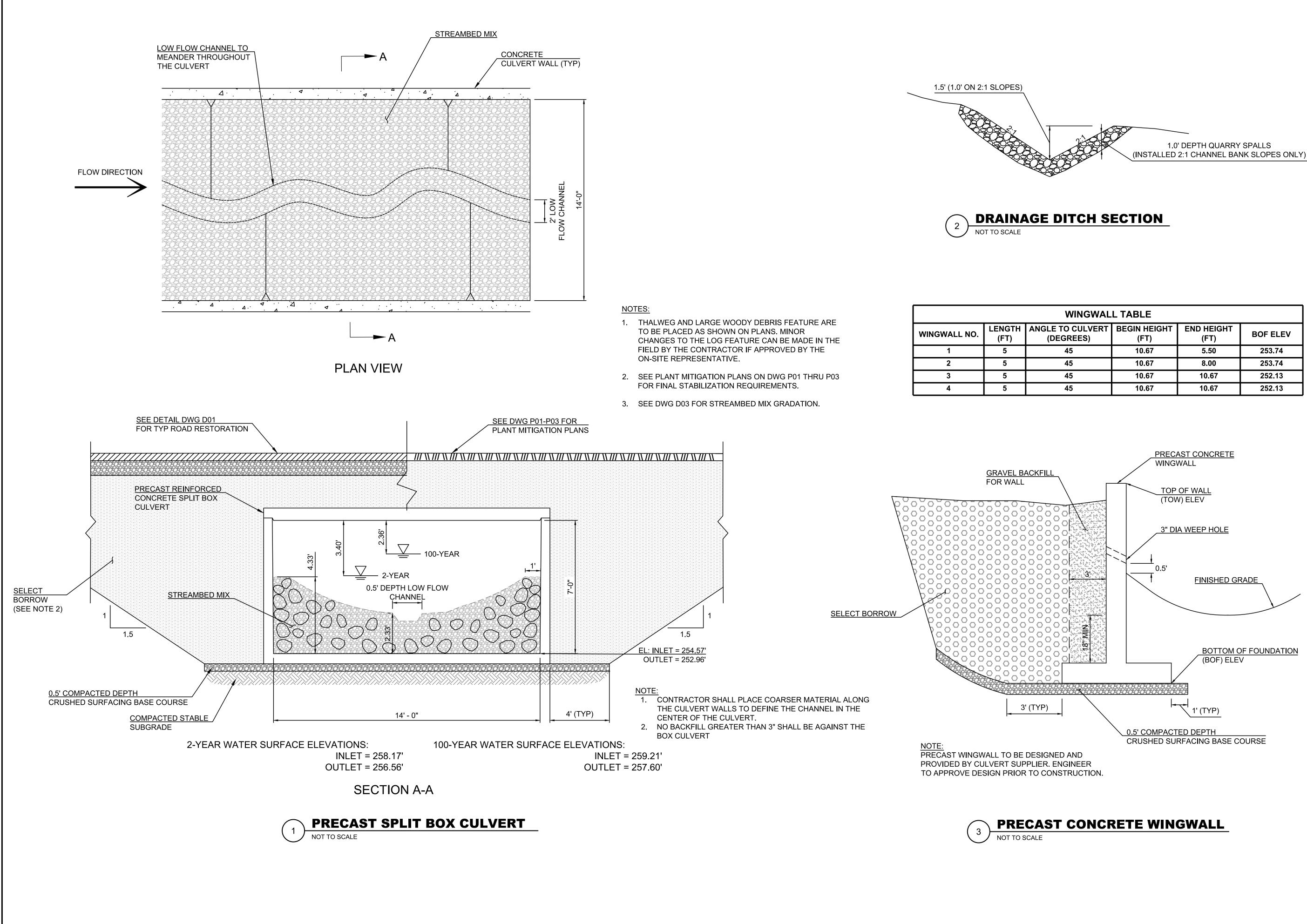
ROAD SECTION NOTES:

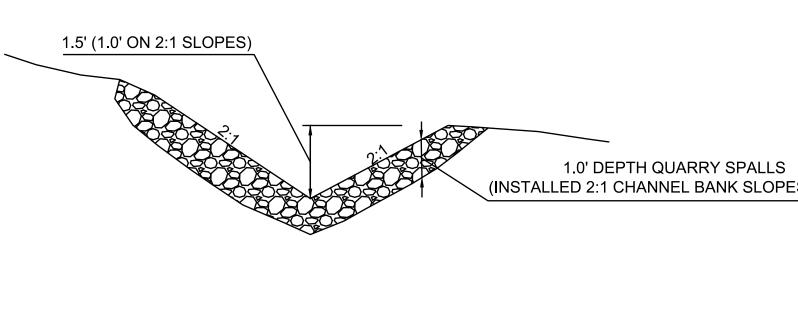
1. APPROXIMATE COMPACTED DEPTH. MATCH EXISTING IN TWO EQUAL LIFTS. SEE PLAN FOR WIDER SHOULDER AT GUARDRAIL ENDS. 3. BENCH INTO EXISTING SIDE SLOPE PER WSDOT STANDARD SPECIFICATION

SHOULDER FINISHING

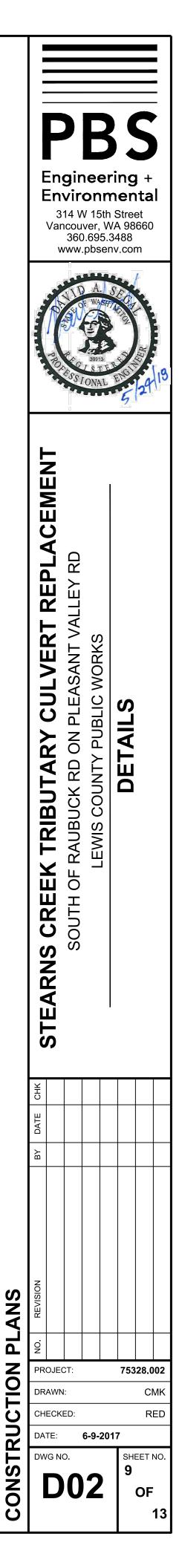
SELECT BORROW (SEE NOTE 3) EXISTING GROUND

Engineering + Environmental 314 W 15th Street Vancouver, WA 98660 360.695.3488 www.pbsenv.com VERT REPLACEMENT ASANT V WORKS CUL PLEA BLIC V TAIL TRIBUTARY ШО COU RAUBI STEARNS CREE SOUTH C S Ζ 1 Ω PROJECT: 75328.002 0 DRAWN: CMK CHECKED: RED 6-9-2017 DATE: DWG NO. SHEET NC S **D01** CON OF

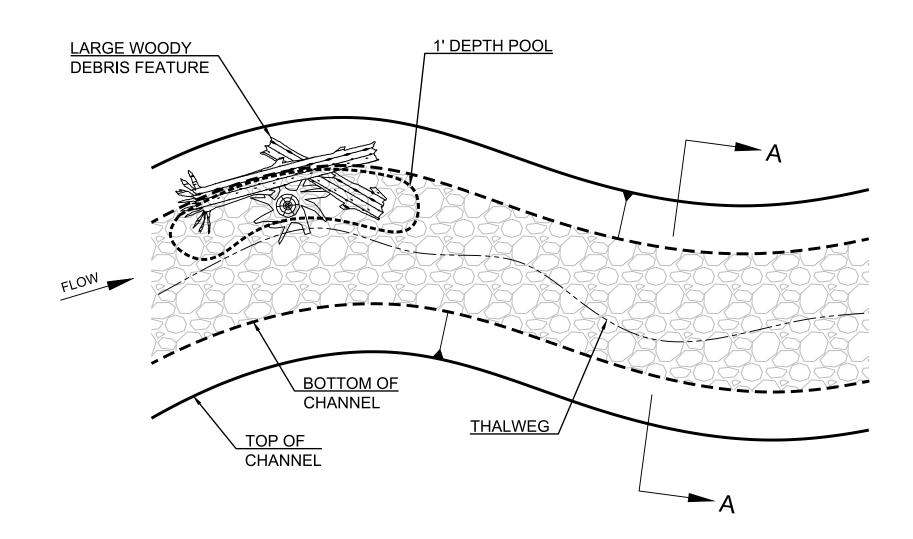




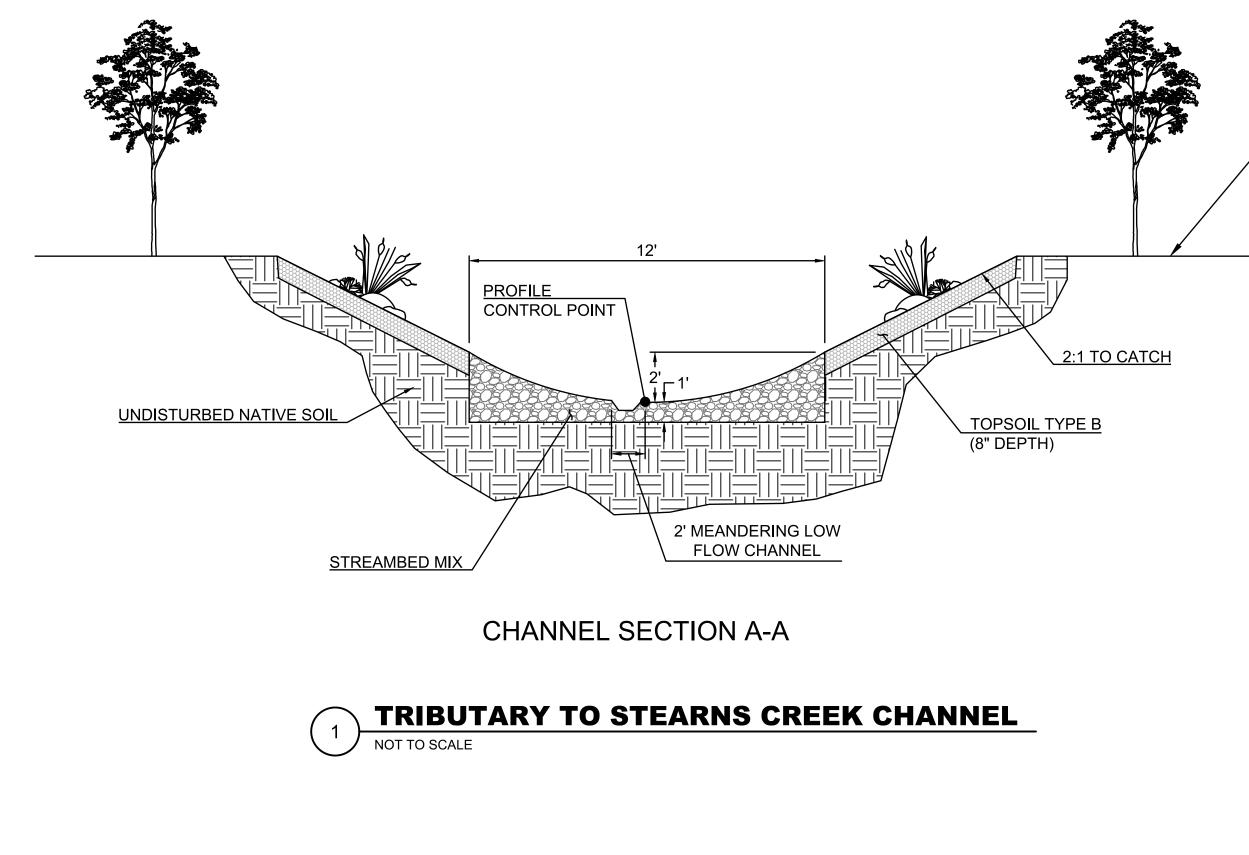




INGWAL	L TABLE		
CULVERT REES)	BEGIN HEIGHT (FT)	END HEIGHT (FT)	BOF ELEV
5	10.67	5.50	253.74
5	10.67	8.00	253.74
5	10.67	10.67	252.13
5	10.67	10.67	252.13



CHANNEL PLAN



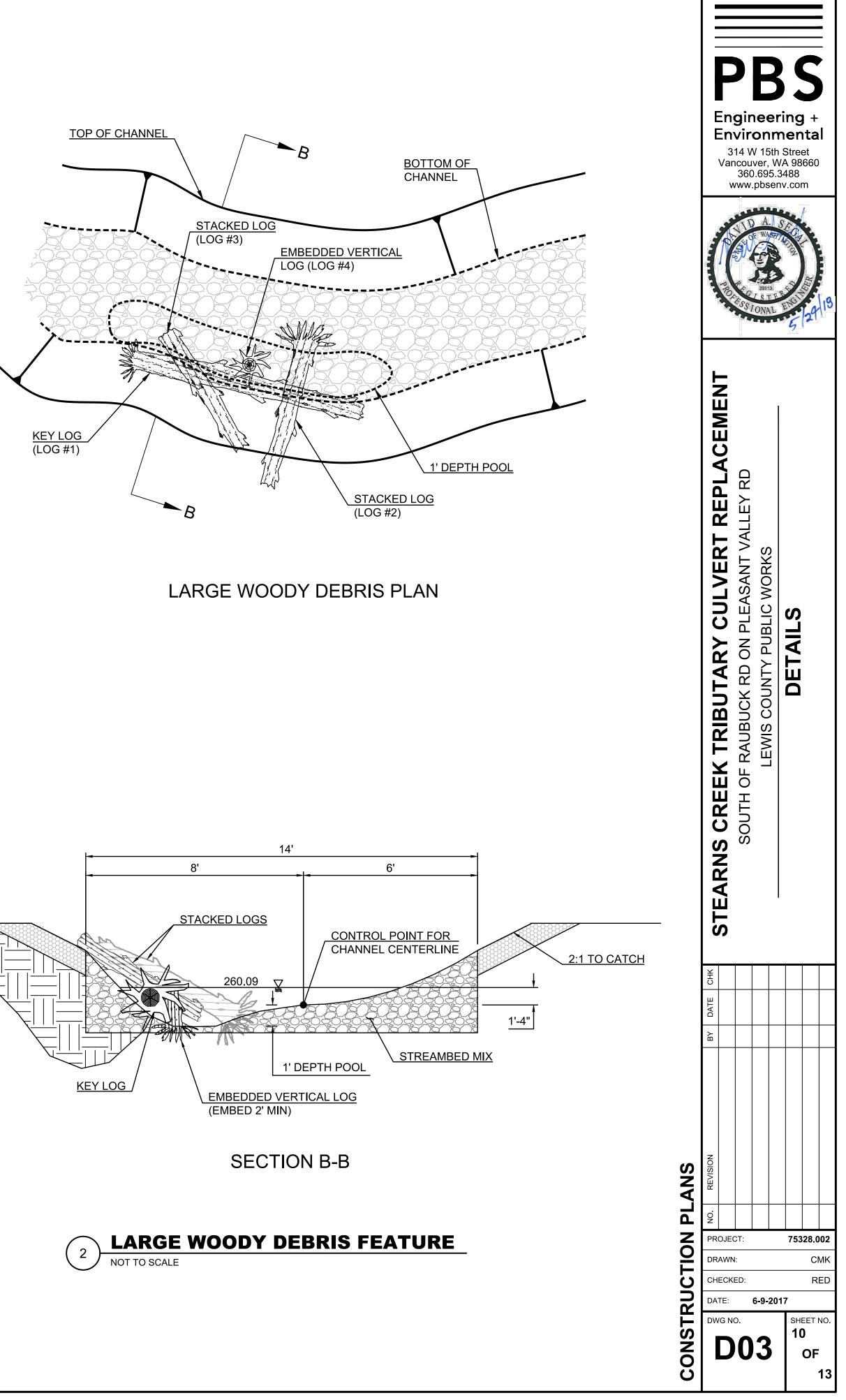
4" STREAMBED COBBLES GRADATION				
APPROXIMATE SIZE	% PASSING			
4"	99-100			
3"	70-90			
2"				
1.5"	20-50			
0.75"	10 MAX			

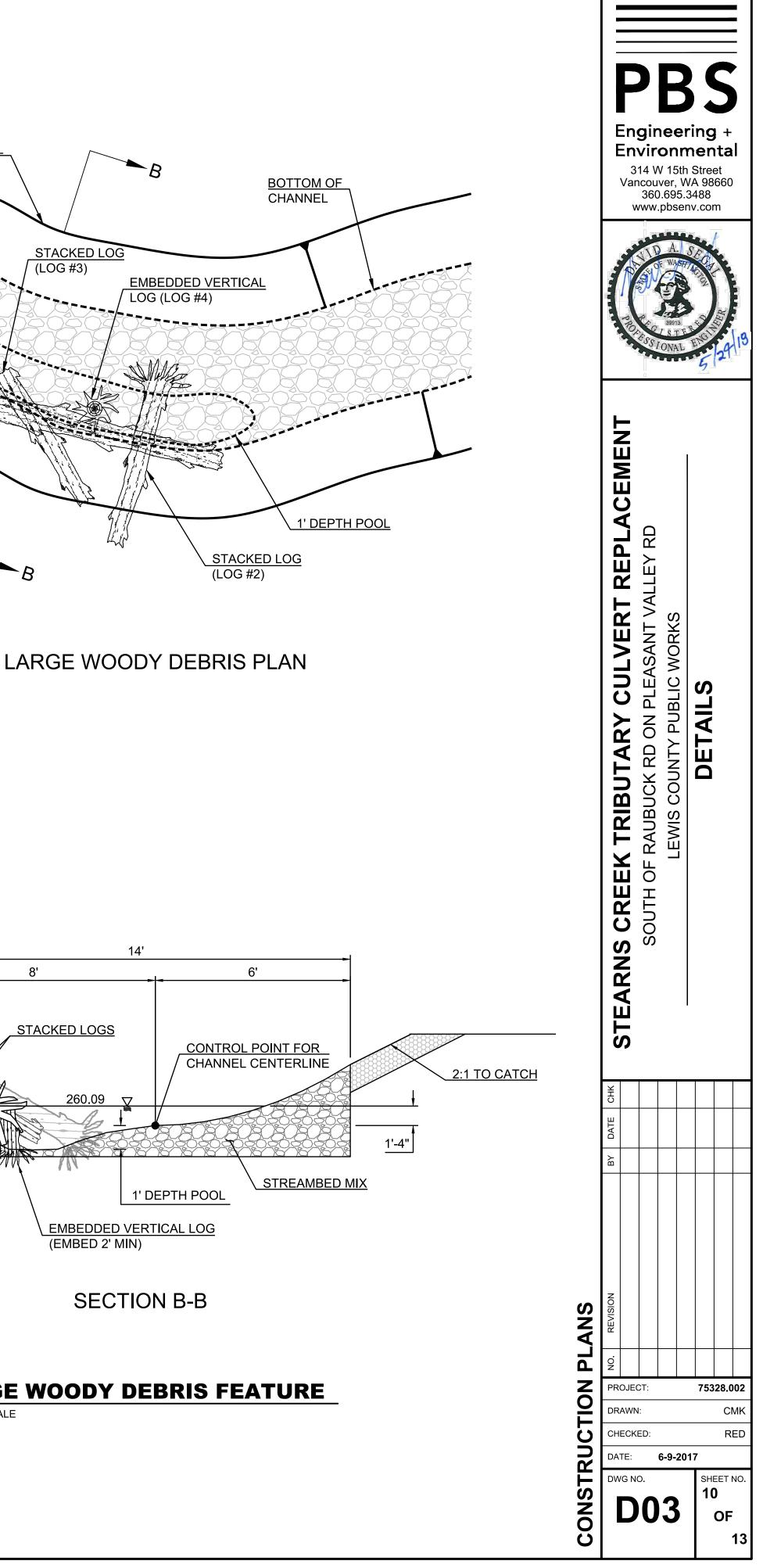
STREAMBED SEDIMENT GRADATION				
SIEVE SIZE	% PASSING			
2.5"	99 - 100			
2"	65 - 95			
1"	50 - 85			
U.S. NO. 4	26 - 44			
U.S. NO. 40	16 MAX			
U.S. NO. 200	5.0 - 9.0			

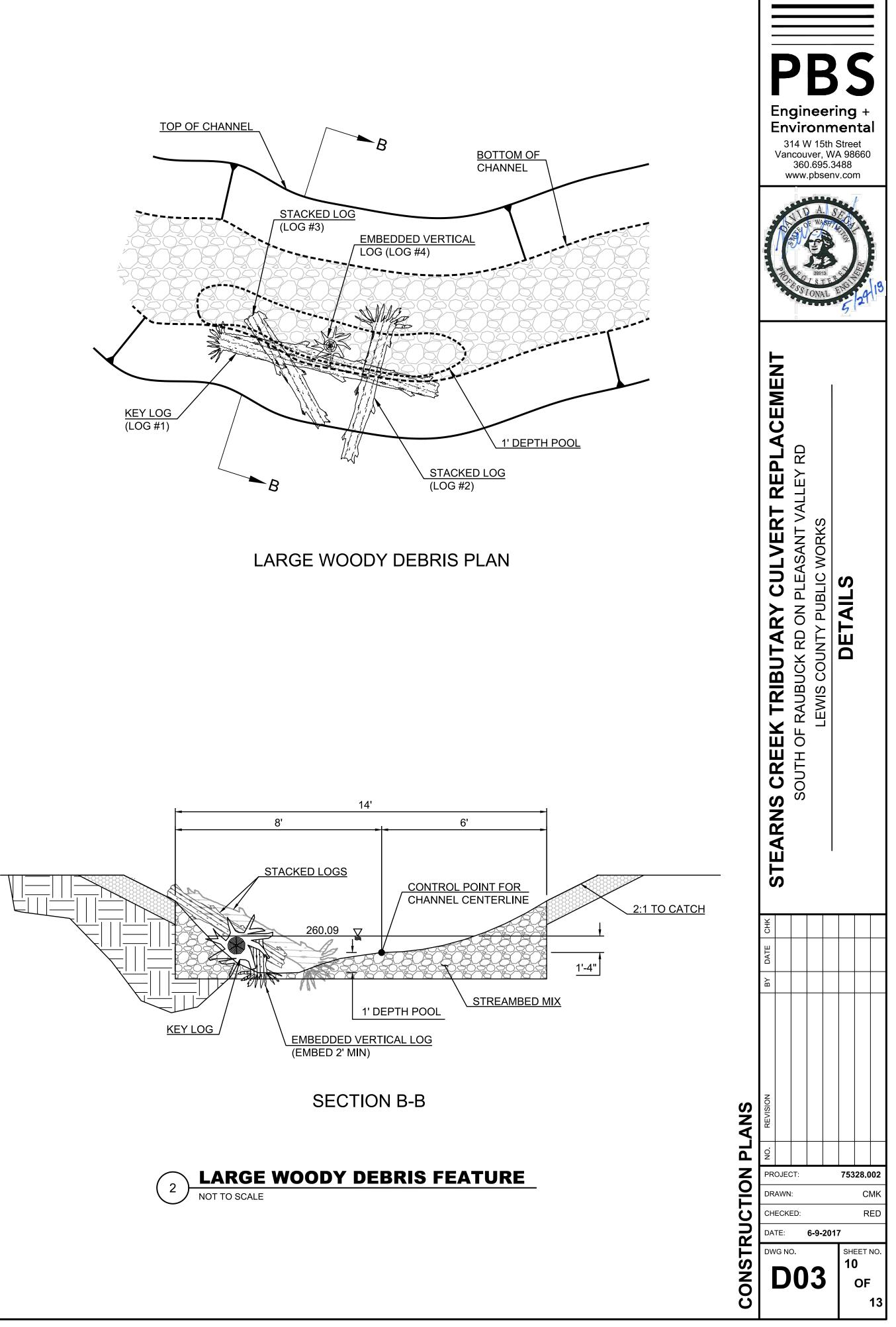
GENERAL NOTES:

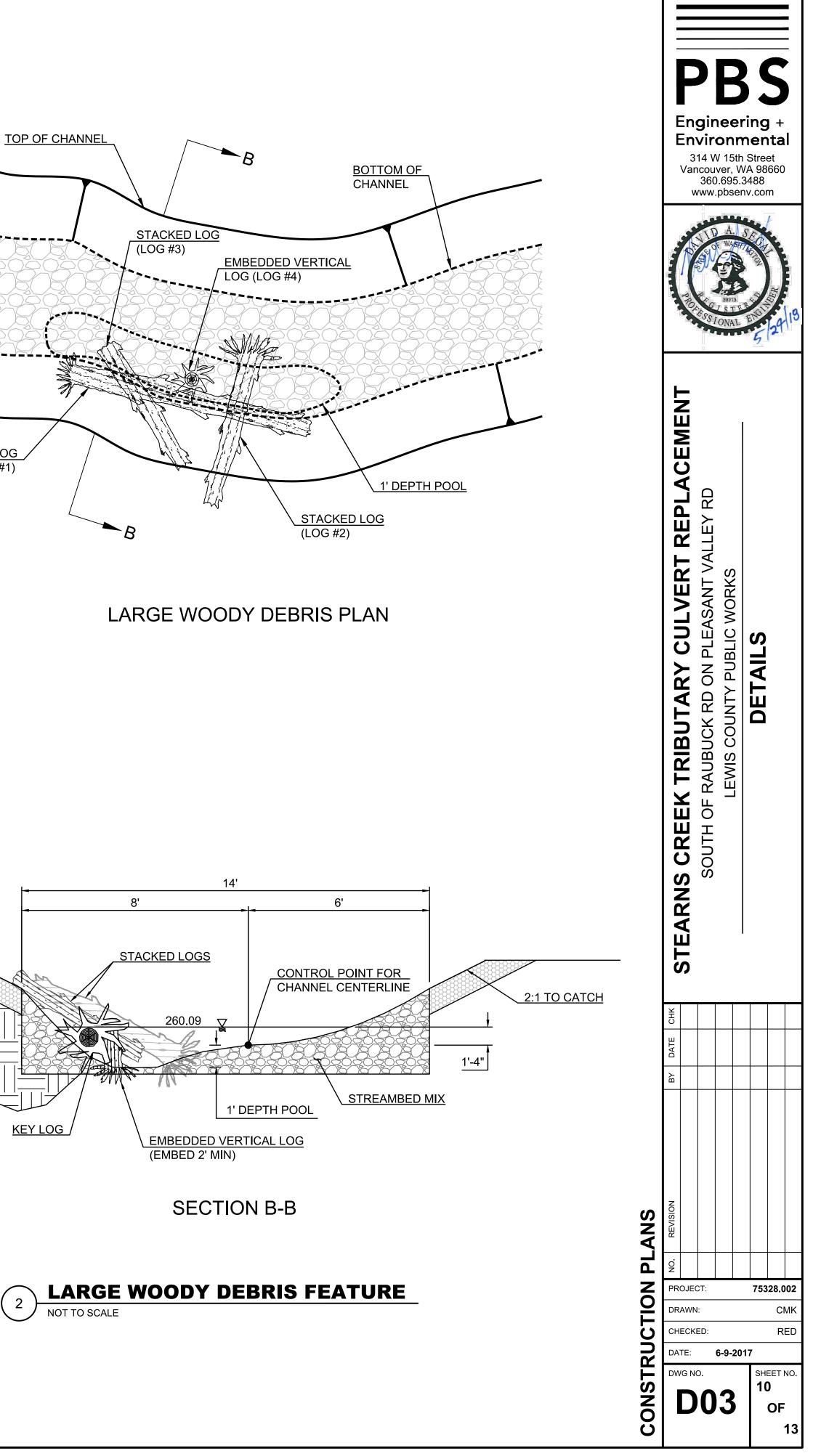
- 1. LARGE WOODY DEBRIS FEATURE AND THALWEG LOCATIONS ARE TO BE PLACED AS SHOWN ON PLANS. MINOR CHANGES TO THE WOOD FEATURE CAN BE MADE IN THE FIELD BY THE CONTRACTOR IF APPROVED BY THE ON-SITE REPRESENTATIVE.
- 2. SEE DWG C02 FOR LARGE WOODY DEBRIS FEATURES CONTROL TABLE AND LOG SCHEDULE.
- 3. STREAMBED MIX: THREE PARTS 4" STREAMBED COBBLES SHALL BE MIXED THOROUGHLY WITH ONE PART STREAMBED SEDIMENT.
- 4. STREAMBED SEDIMENT IS TO PROVIDE STABILITY TO THE COBBLE MIX AND BE PLACED IN AREA OF VOIDS TO CREATE A UNIFORM, NON-POROUS BED.

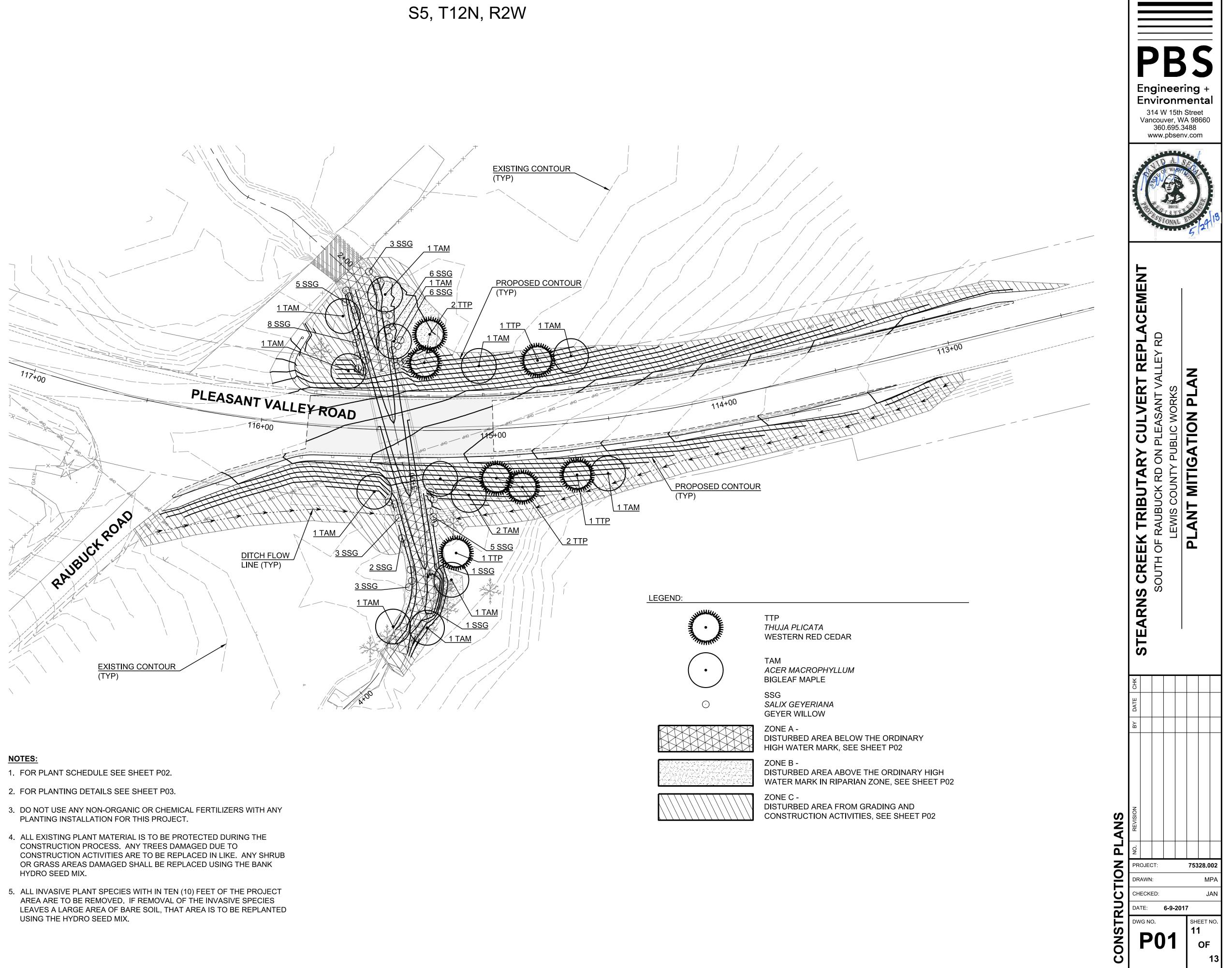
RE-LANDSCAPE DISTURBED AREAS PER PLANT MITIGATION PLAN, DWG P01 THRU DWG P03

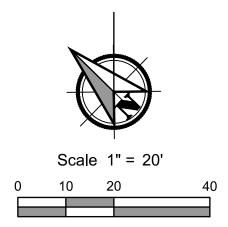














GENERAL NOTES:

- 1. REFER TO CIVIL ENGINEER'S DRAWINGS FOR UTILITY INFORMATION; INCLUDING STORM DRAIN, SEWER, WATER, ELECTRICAL, GAS, TELEPHONE AND CABLE.
- 2. REFER TO COUNTY STANDARD PLANS AND SPECIFICATIONS WHERE APPLICABLE.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL PIPING, CONDUIT, SLEEVES, ETC., SHALL BE SET IN PLACE PRIOR TO INSTALLATION OF IRRIGATION AND PLANTING CONSTRUCTION ITEMS.
- 4. CONTRACTOR SHALL BE RESPONSIBLE TO CONSULT WITH COUNTY REPRESENTATIVE, APPROPRIATE AGENCIES AND PLANS, FOR THE LOCATIONS OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ALL DAMAGES CAUSE AS A RESULT OF THEIR WORK.
- 5. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT OBSTRUCTIONS, AREA DISCREPANCIES AND/OR GRADE DIFFERENCE EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.

PLANTING NOTES:

INSTALLATION:

- 1. THE CONTRACTOR SHALL INSTALL THE LANDSCAPE ACCORDING TO THESE PLANS, DETAILS, AND THE SPECIFICATIONS.
- 2. VERIFY LOCATIONS OF ALL PERTINENT SITE IMPROVEMENTS UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSTRUCTION PRIOR TO COMMENCING WORK.
- 3. EXACT LOCATIONS OF PLANT MATERIALS SHALL BE REVIEWED BY THE OWNER'S AUTHORIZED REPRESENTATIVE IN THE FIELD PRIOR TO INSTALLATION. OWNER'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN THE FIELD.
- 4. ALL PLANTS SHALL BE GROWN FOR THIS REGION OR SHALL BE ADEQUATELY CLIMATIZED.
- 5. DO NOT MAKE SUBSTITUTIONS. IF SPECIFIED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY FROM AT LEAST FIVE (5) SOURCES TO THE COUNTY LANDSCAPE ARCHITECT, TOGETHER WITH THE PROPOSAL FOR USE OF EQUIVALENT MATERIAL FOR FINAL APPROVAL.
- 6. CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR PLANT MATERIAL INSPECTION PRIOR TO INSTALLATION.
- 7. CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING LANDSCAPE AFFECTED BY CONSTRUCTION TO IT'S ORIGINAL CONDITION. CONTACT LANDSCAPE ARCHITECT IF ANY AREAS NOT ORIGINALLY LANDSCAPED, BECOME LANDSCAPE.

PLANTING LIST, SPECIFICATIONS, AND DETAILS:

PLANTING LIST IS ON THIS SHEET. FOR PLANTING DETAILS SEE SHEET P03. FOR PLANTING SPECIFICATIONS SEE ASSOCIATED SPECIAL PROVISIONS.

TREE PROTECTION STANDARDS:

PLACING MATERIAL NEAR TREES:

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE PROTECTED AREA OF ANY TREE DESIGNATED TO REMAIN, INCLUDING, BUT NOT LIMITED TO, PARKING EQUIPMENT, PLACING SOLVENTS, STORING BUILDING MATERIAL AND SOIL DEPOSITS, DUMPING CONCRETE WASHOUT AND LOCATING BURN HOLES. DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY OBJECT TO ANY TREE DESIGNATED FOR PROTECTION.

PROTECTIVE BARRIER:

BEFORE DEVELOPMENT, LAND CLEARING, FILLING OR ANY LAND ALTERATION FOR WHICH A TREE REMOVAL PERMIT IS REQUIRED, THE APPLICANT SHALL:

ERECT AND MAINTAIN A READILY VISIBLE PROTECTIVE TREE FENCE ALONG THE OUTER EDGE AND COMPLETELY SURROUNDING THE PROTECTED AREA OF ALL PROTECTED TREES OR GROUPS OF TREES. FENCES SHALL BE CONSTRUCTED OF CHAIN LINK AND AT LEAST FOUR FEET HIGH, UNLESS OTHER TYPE OF FENCING IS AUTHORIZED BY THE ENGINEER.

PROHIBIT EXCAVATION OR COMPACTION OF EARTH OR OTHER POTENTIALLY DAMAGING ACTIVITIES WITHIN THE BARRIERS.

MAINTAIN THE PROTECTIVE BARRIERS IN PLACE UNTIL THE ENGINEER AUTHORIZES THEIR REMOVAL OR A FINAL CERTIFICATE OF OCCUPANCY IS ISSUED, WHICHEVER OCCURS FIRST.

ENSURE THAT ANY LANDSCAPE WORK DONE IN THE PROTECTED ZONE SUBSEQUENT TO THE REMOVAL OF THE BARRIERS SHALL BE ACCOMPLISHED WITH LIGHT MACHINERY OR HAND LABOR.

IN ADDITION TO THE ABOVE, THE ENGINEER MAY REQUIRE THE FOLLOWING:

COVER WITH MULCH TO A DEPTH OF AT LEAST 6 INCHES OR WITH PLYWOOD OR SIMILAR MATERIAL THE AREAS ADJOINING THE CRITICAL ROOT ZONE OF A TREE IN ORDER TO PROTECT ROOTS FROM DAMAGE CAUSED BY HEAVY EQUIPMENT.

MINIMIZE ROOT DAMAGE BY EXCAVATING A 2 FOOT DEEP TRENCH, AT EDGE OF CRITICAL ROOT ZONE, TO CLEANLY SEVERE THE ROOTS OF TREES TO BE RETAINED.

HAVE CORRECTIVE PRUNING PERFORMED ON PROTECTED TREES IN ORDER TO AVOID DAMAGE FROM MACHINERY OR BUILDING ACTIVITY.

MAINTAIN TREES THROUGHOUT CONSTRUCTION PERIOD BY WATERING.

GRADE

THE GRADE SHALL NOT BE ELEVATED OR REDUCED WITHIN THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED WITHOUT THE ENGINEER'S AUTHORIZATION. THE ENGINEER MAY ALLOW COVERAGE OF UP TO ONE HALF OF THE AREA OF THE TREE'S CRITICAL ROOT ZONE WITH LIGHT SOILS (NO CLAY) TO THE MINIMUM DEPTH NECESSARY TO CARRY OUT GRADING OR PLANTING PLANS, IF IT WILL NOT IMPERIL THE SURVIVAL OF THE TREE. AERATION DEVICES MAY BE REQUIRED TO ENSURE THE TREE'S SURVIVAL.

IF THE GRADE ADJACENT TO A PRESERVED TREE IS RAISED SUCH THAT IT COULD SLOUGH OR ERODE INTO THE TREE'S CRITICAL ROOT ZONE, IT SHALL BE PERMANENTLY STABILIZED TO PREVENT SUFFOCATION OF THE ROOTS.

TREES AND OTHER VEGETATION TO BE RETAINED SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. CLEARING OPERATION SHALL BE CONDUCTED SO AS TO EXPOSE THE SMALLEST PRACTICAL AREA OF SOIL TO EROSION FOR THE LEAST POSSIBLE TIME. TO CONTROL EROSION, SHRUBS, GROUNDCOVERS AND STUMPS SHALL BE MAINTAINED ON THE INDIVIDUAL LOTS, WHERE FEASIBLE.

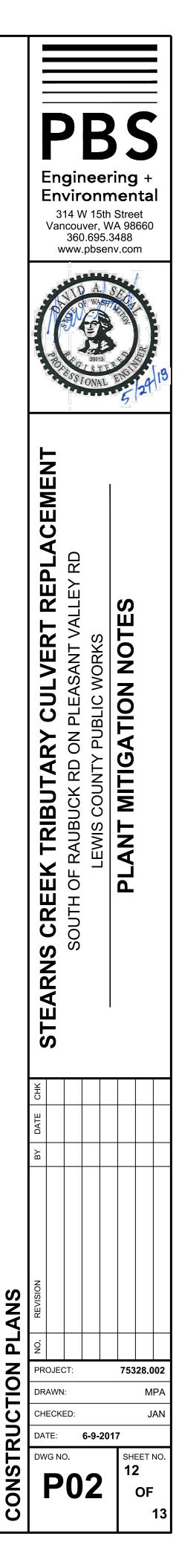
S5, T12N, R2W

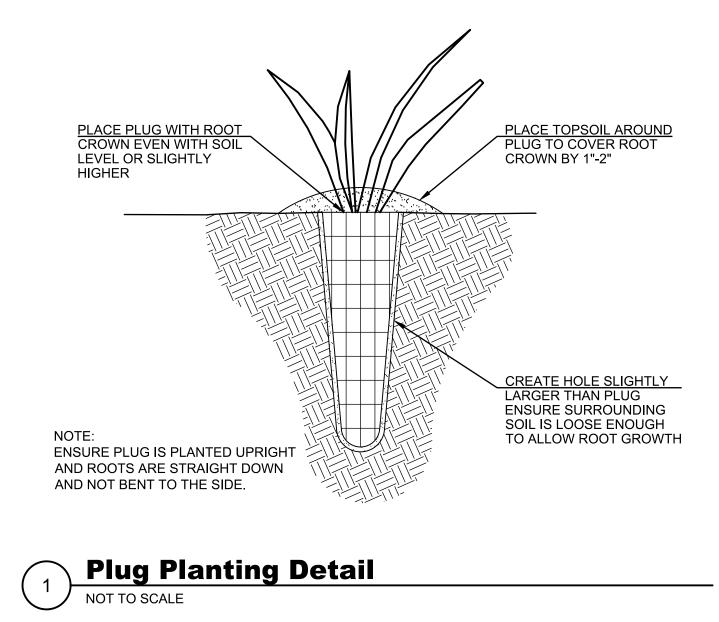
		PLANT LIST						
SYM	QTY	NAME	CONTAINER	SPACING	COMMEN			
TREES								
ТАМ	13	Acer macrophyllum Bigleaf Maple	B&B or 15 Gal 1" Cal	As Shown				
TTP	7	Thuja plicata Western Red Cedar	B&B or 15 Gal 3' Height	As Shown				
STAKES	•		-					
SSG	43	Salix geyeriana Geyer Willow	Live Stake or Cutting 0.5" Cal x 3' Long Minimum Dimensions	As Shown	Install plant protection around live s			
ZONE A - I	DISTURBED	AREA BELOW ORDINARY HIGH WATER						
	442	<i>Agrostis exarata</i> Spike Bent Grass	Plug	12" O.C.	Plant in groupings of 20 - 30 plants create a square. See details, sheet			
1,196 SF	442	<i>Carex stipata</i> Sawbeak Sedge	Plug	12" O.C.	Plant in groupings of 20 - 30 plants create a square. See details, sheet			
	442	<i>Eleocharis palustris</i> Spike Rush	Plug	12" O.C.	Plant in groupings of 20 - 30 plants create a square. See details, sheet			
	442	<i>Juncus effusus</i> Soft Rush	Plug	12" O.C.	Plant in groupings of 20 - 30 plants create a square. See details, sheet			
	442	<i>Scirpus microcarpus</i> Small-fruited Bullrush	Plug	12" O.C.	Plant in groupings of 20 - 30 plants create a square. See details, sheet			
ZONE B - I	DISTURBED	AREA ABOVE ORDINARY HIGH WATER						
	1,570 SF	 38.5% - Hordeum brachyantherum (Meadow Barley) 20% - Bromus carinatus (California Brome) 12% - Festuca rubra rubra (Native Red Fescue) 10% - Glyceria occidentallis (Northwestern Mannagrass) 5% - Rosa nutkana (Nootka Rose) 5% - Symphoricarpos alba (Common Snowberry) 4.5% - Mahonia aquifolium (Oregon Grape) 3% - Deschampsia cespitosa (Tufted Hairgrass) 1.5% - Agrostis exarata (Spike Bentgrass) 0.5% - Holodiscus discolor (Oceanspray) 	Seed Mix	3 lbs / 1,000 SF	Place jute erosion control mat, then ensure establishment of seed mix a details, sheet P03. 'Shrub Swamp' Mix as available fro Portland, OR, or approved equal.			
ZONE C -		AREA FROM GRADING AND CONSTRUCTION ACTIVITIES	3					
	10,894 SF	 43% - Elymus glaucus (Blue Wildrye) 37% - Hordeum brachyantherum (Meadow Barley) 11% - Lolium multiflorum (Annual Ryegrass) 7% - Festuca idahoensis (Idaho Fescue) 1% - Festuca ovina (Sheep Fescue) 0.6% - Deschampsia elongata (Slender Hairgrass) 0.4% - Koeleria macrantha (Junegrass) 	Seed Mix	1 lbs / 1,000 SF	For slopes between 2:1 and 3:1, pla hydroseed to ensure establishment control. For slopes less than 3:1, do seeding. See details, sheet P03. Provide mix as specified, or approv			

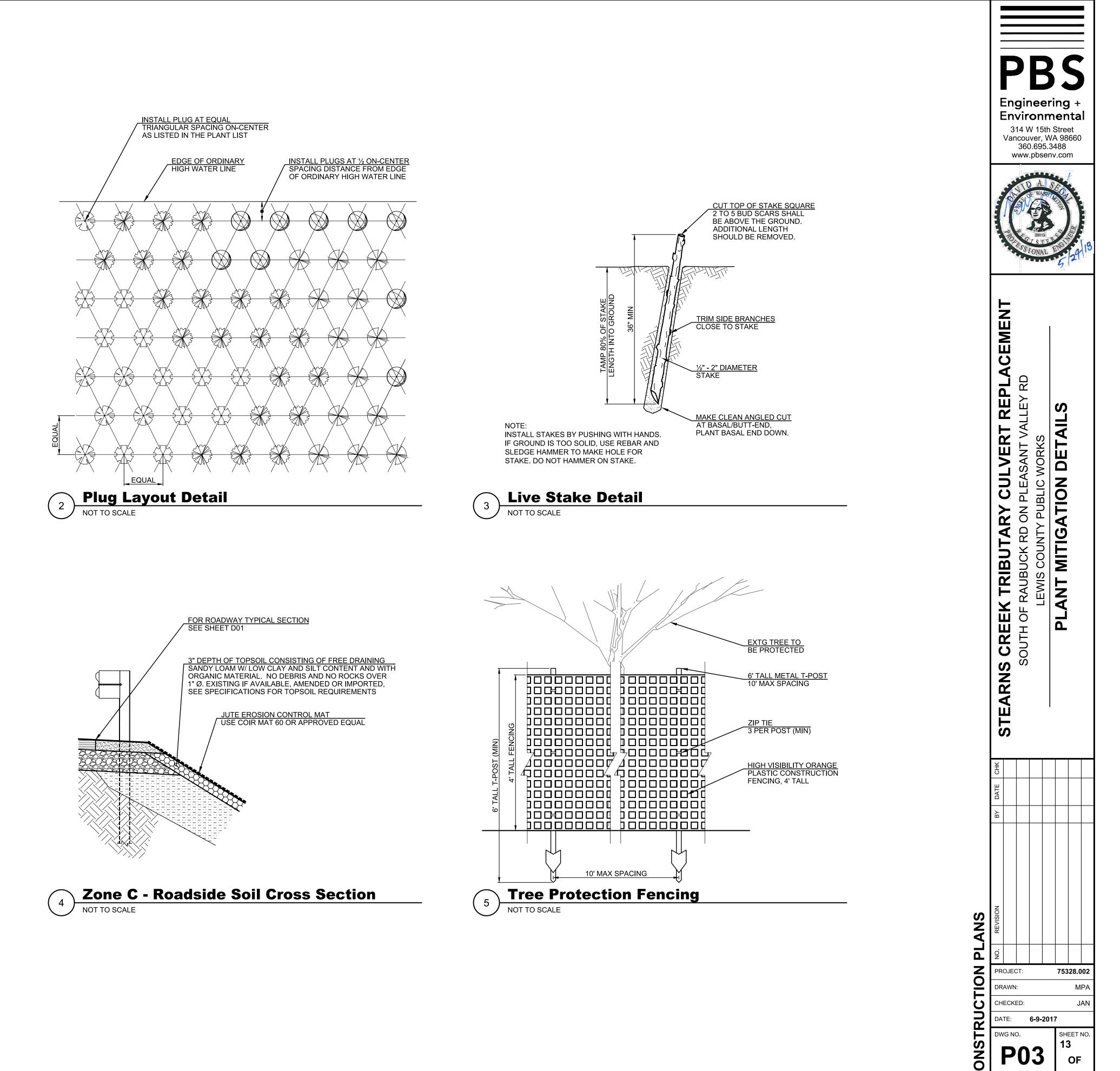
COMMENTS
stall plant protection around live stakes.
lant in groupings of 20 - 30 plants. Planting group should not reate a square. See details, sheet P03.
lant in groupings of 20 - 30 plants. Planting group should not reate a square. See details, sheet P03.
lant in groupings of 20 - 30 plants. Planting group should not reate a square. See details, sheet P03.
lant in groupings of 20 - 30 plants. Planting group should not reate a square. See details, sheet P03.
lant in groupings of 20 - 30 plants. Planting group should not reate a square. See details, sheet P03.
lace jute erosion control mat, then hydroseed the bank to nsure establishment of seed mix and erosion control. See etails, sheet P03.
Shrub Swamp' Mix as available from Sunmark Seeds of

or slopes between 2:1 and 3:1, place jute mat, then vdroseed to ensure establishment of seed mix and erosion ontrol. For slopes less than 3:1, do not place jute matt after eeding. See details, sheet P03.

rovide mix as specified, or approved equal.







13

Ü