Lewis County Department of Public Works Engineering Division

CONTRACT PROVISIONS AND PLANS FOR THE:

LOGAN HILL ROAD MP 0.49

SLIDE REPAIR PROJECT

COUNTY PROJECT NO. SM15F400770049 FEMA PROJECT NO. DR 4253-PW-00102

May 2019

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



BOARD OF COUNTY COMMISSIONERS

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

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INTRODUCTION

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

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

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Section 1-02, Bid Procedures and Conditions

April 2, 2018

1-02.6 Preparation of Proposal

18 19 Item number 1 of the second paragraph is revised to read:

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

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

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

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

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The following new paragraph is inserted before the last paragraph:

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

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1-02.13 Irregular Proposals

Item 1(h) is revised to read:

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April 2, 2018 22

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1-05.9 Equipment

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25 Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt 26 27

and vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The Engineer will reject equipment from the site until it returns clean.

This section is supplemented with the following:

the Condition of Award was made:

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

the Contracting Agency; or

terms of the Bid invitation.

SECTION 1-05, CONTROL OF WORK

31 Upon completion of the Work, the Contractor shall completely remove all loose dirt and 32 vegetative debris from equipment before removing it from the job site. 33

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

April 2, 2018

1-07.5 Environmental Regulations

This section is supplemented with the following new subsections:

The following new paragraph is inserted before the first paragraph:

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.

The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith

Effort documentation, if applicable, as required in Section 1-02.6, or if the

documentation that is submitted fails to demonstrate that a Good Faith Effort to meet

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

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 Bid Proposal does not constitute a definite and unqualified offer to meet the material

submitted fails to meet the requirements of the Special Provisions;

 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

The first sentence is deleted and replaced with the following:

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

The third paragraph is deleted.

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

This section is revised to read:

In doing the Work, the Contractor shall:

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

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

1-07.7(1) General

The first sentence of the third paragraph is revised to read:

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

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

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

1-07.9(2) Posting Notices

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

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

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

1-07.11(2) Contractual Requirements

In this section, "creed" is revised to read "religion".

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

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

- The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include but are not limited to:
 - a. Persistent conduct that is offensive and unwelcome.
 - b. Conduct that is considered to be hazing.
 - c. Jokes about race, gender, or sexuality that are offensive.
 - 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.

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- Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.
- 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

This section is supplemented with the following:

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

1-07.11(6) Incorporation of Provisions

The first sentence is revised to read:

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.

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 Date.

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INTRODUCTION

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.

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.

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

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

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

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

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

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.

SPECIAL PROVISIONS

DIVISION 1 GENERAL REQUIREMENTS

1-01, DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of *** Logan Hill Road by excavating slide material, constructing stabilized riprap slopes, HMA road restoration, crushed surfacing, guardrail,

constructing stream bank protection with large woody material, installation of culverts, underdrains, hydroseeding and planting trees *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(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 qualified to be awarded a public works project.

1-02.2 Plans and Specifications

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

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

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

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

Prospective bidders may obtain plans and specifications from Lewis County Public Works Department in Chehalis, Washington or download from Lewis County's Website at www.lewiscountywa.gov.

1-02.6 Preparation Of Proposal

(August 2, 2004)

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

1-02.12 Public Opening Of Proposal

(*****)

Section 1-02.12 is supplemented with the following:

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 11, 2019**, at the Lewis County Courthouse, Chehalis, Washington, for Logan Hill Road MP 0.49 Slide Repair Project – *SM15F400770049*, FEMA Project No. DR 4253-PW-00102.

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The Proposal does not include a unit price for every Bid item;

SEALED BIDS MUST BE DELIVERED BY OR BEFORE

11:00 A.M. on Tuesday, June 11, 2019

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of 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 LOGAN HILL ROAD SLIDE REPAIR PROJECT -

SM15F400770049, FEMA PROJECT NO. DR 4253-PW-00102, TO BE OPENED ON OR

The authorized Proposal form furnished by the Contracting Agency is not used

The completed Proposal form contains any unauthorized additions, deletions,

The Bidder adds provisions reserving the right to reject or accept the award, or

The Bidder fails to submit or properly complete a Subcontractor list, if applicable,

The Bidder fails to submit or properly complete an Underutilized Disadvantaged

The Bidder fails to submit written confirmation from each UDBE firm listed on the

Business Enterprise Certification, if applicable, as required in Section 1-02.6;

Bidder's completed UDBE Utilization Certification that they are in agreement

with the bidder's UDBE participation commitment, if applicable, as required in

Section 1-02.6, or if the written confirmation that is submitted fails to meet the

The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable,

demonstrate that a Good Faith Effort to meet the Condition of Award was made;

The Bid Proposal does not constitute a definite and unqualified offer to meet the

More than one Proposal is submitted for the same project from a Bidder under

as required in Section 1-02.6, or if the documentation that is submitted fails to

A price per unit cannot be determined from the Bid Proposal;

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

Delivery and Marking of Sealed Bid Proposals

AFTER 11:00 A.M. ON JUNE 11, 2019.

Delete this section and replace it with the following:

alternate Bids, or conditions:

as required in Section 1-02.6;

enter into the Contract;

or is altered:

1. A Proposal will be considered irregular and will be rejected if:

The Proposal form is not properly executed;

requirements of the Special Provisions;

material terms of the Bid invitation; or

A Proposal may be considered irregular and may be rejected if:

the same or different names.

The Bidder is not prequalified when so required;

1-02.13 Irregular Proposals

(June 20, 2017 APWA GSP)

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- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 c. Receipt of Addenda is not acknowledged;
 d. A member of a joint venture or partnership and the joint venture or part
- A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(July 31, 2017 APWA GSP, Option B)

Delete this section and replace it with the following:

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

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

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

1. <u>Delinquent State Taxes</u>

- A <u>Criterion</u>: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. <u>Documentation</u>: The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

A <u>Criterion</u>: The Bidder shall not currently be debarred or suspended by the Federal government.

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

3. Subcontractor Responsibility

- A <u>Criterion</u>: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. Claims Against Retainage and Bonds

- A <u>Criterion</u>: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, 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 submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

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. Termination for Cause / Termination for Default

- 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 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

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,
- 2. Samples of these materials for quality and fitness tests,
- 3. 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,
- 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 work is located.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

- 1. Be on Contracting Agency-furnished form(s);
- 2. Be signed by an approved surety (or sureties) that:
 - 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,
- 3. 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
- 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;
- 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
- 5. 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).

1-04 SCOPE OF THE WORK

1-04.6 Variation in Estimated Quantities

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Section 1-04.4 is supplemented with the following:

Due to possible budgetary issues, Lewis County may elect to delete all Schedule B construction depicted in the Contract Plans and described in these Special Provisions. All references to "increases or decreases by more than 25%" and subsequent percentages of the original quantities shall be changed to "increases or decreases by more than 50%" and subsequent percentages shall be adjusted accordingly in this Section. The Unit Bid Price for all items shall not be re-negotiated unless quantities are increased or decreased by more than 50% from the original proposed quantity.

1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

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.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying 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 Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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 this Section.

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

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

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors

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

Other Contracts Or Other Work

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

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

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered

1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). 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.

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 buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage

system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

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1-07.2(3) Services

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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).

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1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

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

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

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(April 2, 2018)

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

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(April 2, 2018)

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

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(April 2, 2018)

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

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1-07.5(3) State Department of Ecology

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

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(April 2, 2018)

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

(August 3, 2009)

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

(April 2, 2018)

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

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

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

(April 2, 2018)

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

(February 25, 2013)

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

(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.

(February 25, 2013)

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

(April 2, 2018)

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

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Logan Hill Road MP 0.49 Slide Repair Project

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Section 1-07.6 is supplemented with the following:

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

Name of Permit	Permitting Agency	
4(d) Documentation	NOAA Fisheries	
Nationwide Permit 13	US Army Corps of Engineers	
Section 401 Water	Washington State Department	
Quality Certification	of Ecology	
Hydraulic Permit Approval	Washington State Department	
	of Fish and Wildlife	
SEPA	Lewis County Community	
	Development (LCCD)	
Shoreline Exemption	LCCD	
Floodplain Permit	LCCD	
Fill and Grade Permit	LCCD	

Additional details are provided in the environmental commitments as well as Section 8.01.3 Water Isolation.

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

1-07.9 Wages

1-07.9(1) General

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

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

(April 2, 2007)

Application of Wage Rates For The Occupation Of Landscape Construction

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(April 2, 2018)

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

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.

	2.	The goals and timetables for minority and female participation	on set by the Office of		
1	۷.	The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the			
2		Contractor's aggregate work force in each construction craft and in each trade on all			
3		construction work in the covered area, are as follows:	nd in cach trade on an		
4		constituction work in the covered area, are as follows.			
5		Women - Statewide			
7		Women Clateway			
8		Timetable	<u>Goal</u>		
9		- Innotable	<u> </u>		
10		Until further notice	6.9%		
11		Minorities - by Standard Metropolitan Statistical Area (SMS			
12					
13		Spokane, WA:			
14		SMSA Counties:			
15		Spokane, WA	2.8		
16		WA Spokane.			
17		Non-SMSA Counties	3.0		
18		WAAdams; WAAsotin; WA Columbia; WA Ferry; W	/A Garfield; WA Lincoln,		
19		WA Pend Oreille; WA Stevens; WA Whitman.			
20					
21		Richland, WA			
22		SMSA Counties:			
23		Richland Kennewick, WA	5.4		
24		WA Benton; WA Franklin.			
25		Non-SMSA Counties	3.6		
26		WA Walla Walla.			
27					
28		Yakima, WA:			
29		SMSA Counties:			
30		Yakima, WA	9.7		
31		WA Yakima.	- 0		
32		Non-SMSA Counties	7.2		
33		WA Chelan; WA Douglas; WA Grant; WA Kittitas; V	WA Okanogan.		
34		0 41 - 10/4 -			
35		Seattle, WA:			
36		SMSA Counties:	7.0		
37		Seattle Everett, WA	7.2		
38		WA King; WA Snohomish.	6.0		
39		Tacoma, WA	6.2		
40		WA Pierce.	6.1		
41		Non-SMSA Counties	6.1		
42		WA Clallam; WA Grays Harbor; WA Island; WA Je	•		
43		Lewis; WA Mason; WA Pacific; WA San Juan; WA	A Skagit, WA Thurston;		

WA Whatcom.

Portland, OR: SMSA Counties:

Portland, OR-WA 4.5

WA Clark.

Non-SMSA Counties 3.8

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

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations 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: https://www.dol.gov/ofccp/regs/compliance/preaward/cnstnote.htm

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

<u>Standard Federal Equal Employment Opportunity Construction Contract Specifications</u> (Executive Order 11246)

1. As used in these specifications:

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

- 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.
- 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.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

 k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 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.
- 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.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority 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 Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation Office of Equal Opportunity PO Box 47314 310 Maple Park Ave. SE Olympia WA 98504-7314 Ph: 360-705-7090

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1-07.15, Temporary Water Pollution/Erosion Control

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

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

(August 3, 2009)

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

Mixing, Transfers, & Storage

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

Spills

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

Maintenance of Equipment

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

Disposal

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

Reporting and Cleanup

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

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

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

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

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

(April 2, 2007) 1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following: longitudinal

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

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

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

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

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance (January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
 - B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
 - C. If any insurance policy is written on a claims made form, its retroactive date, and that of all 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 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 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an 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-insured pool coverage maintained 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

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

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and 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 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 of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

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1-07.23, public convenience and safety

1-07.23(1) Construction Under Traffic

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

(January 2, 2012)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ 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.

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

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop 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.

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

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1-08, PROSECUTION AND PROGRESS

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

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1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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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;
- 3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
- 4. To establish normal working hours for the work;
- 5. To review safety standards and traffic control; and
- 6. To discuss such other related items as may be pertinent to the work.

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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.

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1-08.1 Subcontracting

(February 16, 2018 APWA GSP)

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The eighth and ninth paragraphs are revised to read:

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

On all projects, the Contractor shall certify to the actual amount received from the Contracting

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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 of the Subcontractors work is exempt from reporting as a

payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

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1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998)

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

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

1. Request to Sublet Work (Form 421-012), and

Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

1-08.1(1) Subcontract Completion and Return of Retainage Withheld Section 1-08.1(1) is revised to read:

(June 27, 2011)

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

Requirements

 The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.

2. Prompt and full payment of retainage from the Prime Contractor to the

Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.

- 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
- 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
 - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
 - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions

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

Payment

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

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

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

1-08.4 Prosecution Of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The

Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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.

1-08.5 Time For Completion

(March 13 1995)

Section 1-08.5 is supplemented with the following:

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the \$\\$14th \$\\$ calendar day after the Notice to Proceed start date. If the Contractor starts work on the project at an earlier date, then 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 complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours 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 worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

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

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This project shall be physically completed within *** **30** *** working days. See Section 1-07.5(2) for additional information.

1-09, MEASUREMENT AND PAYMENT

1-09.9(1) Retainage

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

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

1-09.9 Payments

(June 27, 2011 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

- 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.
- 3. Materials on Hand 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 4. Change Orders entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction (July 23, 2015 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

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 by 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

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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 subpoen 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

1-10.1(2) Description

(*****)

Section 1-10.1(2) is supplemented with the following:

The Contractor shall adopt the road detour Traffic Plan included in the Contract Plans (Appendix F) or provide an alternate Traffic Control Plan for review and approval by the Engineer. Additionally, the Contractor shall submit a Traffic Control Plan to accommodate the two residential driveways within the work area. The Contractor shall coordinate with property owners at the east end of the project to ensure unimpeded access to their driveways during working and non-working hours. The Contractor shall submit a plan that includes flagging, escorting vehicles, or some other means of traffic control for residential access for driveways within the construction area at the east end of the project. The Contractor submitted plan shall address access during working and non-working hours and shall be reviewed and approved by Lewis County prior to implementation.

1-10.2 Traffic Control Management

1-10.2(1) General

(December 1, 2008)

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

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

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

Evergreen Safety Council 401 Pontius Ave. N. Seattle, WA 98109 1-800-521-0778 or (206) 382-4090

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

1-10.2(3) Conformance to Established Standards

(*****)

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

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

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1-10.3(3)A Construction Signs

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

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

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

1-10.4 Measurement

Section 1-10.4 is supplemented with the following:

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

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

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

"Construction Signs Class A" shall be measured per square foot.

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.2 Disposal of Usable Material and Debris

Section 2-01.2 is supplemented with the following:

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

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

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Distribute Trees on Site

Existing trees to be removed for excavation and meeting the species/diameter requirements may be incorporated into the project. Felled trees not meeting species and size requirements shall be disposed of by the Contractor per the requirements listed in Section 2-01.2(2).

2-01.2(2) Disposal Method No. 2 – Waste Site

Section 2-01.2(2) is supplemented with the following: (******)

Stems of felled trees smaller than 16 inches in diameter and all other debris shall be hauled to a waste site obtained and provided by the Contractor in accordance with Section 2-03.3(7)C.

2-01.3(1) Clearing

This section is revised to read:

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The Contractor shall:

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

2-09 STRUCTURE EXCAVATION

2-09.1 Description

(*****)

Section 2-09.1 is supplemented with the following:

Structure Excavation shall include all excavation for this project including road restoration/repair, bore hole caps and casings (3), culverts, drain pipes, LWD structures and riprap required for the project. Structure Excavation shall include removal and disposal of approximately 700 S.Y. of existing HMA/BST material within the depicted excavation area and existing road staging/stockpile area. The Contractor shall dispose of HMA/BST material at an approved waste site. Bore hole caps and casings shall be salvaged for pickup by the Engineer, see Geo Tech report for locations. Boring holes shall backfilled according to Section 2-09.3(1)E Backfilling.

The Contractor may elect to construct a temporary road for access to perform the Structure Excavation, construction of Log Structures, and other work as described in the Contract Plans and Special Provisions. The temporary access shall not impact/remove existing trees designated to remain on-site. Any rock products used for temporary road shall be placed on geosynthetic fabric. After completion of the construction, the Contractor shall remove any temporary road elements and return the site to its original condition and within 0.15 feet of original contours. Any mailboxes removed for temporary access shall be placed on temporary stands during construction and shall be permanently reinstalled per the US Post Office standards and to the approval of the property owners. All costs related to the temporary access including possible construction and removal of temporary road, mailbox work, and site restoration shall be considered incidental to other items of work.

Temporary Stream Diversion for Structure Excavation

Temporary Stream Diversion for Structure 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.

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The Contracting Agency has designed a Temporary Stream Diversion Plan depicted 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.

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

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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:

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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.

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

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2-09.3 Construction Requirements

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Section 2-09.3 in supplemented with the following:

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Preparation

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and other hazards created by stream diversion operations. 45

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

Protect facilities from damage caused by settlement, lateral movement, undermining, washout,

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.

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

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By pumping the stream flow around the site.

The installation of a sheetpile or sandbag wall.

The use of a water-filled cofferdam.

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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.

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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.

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

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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.

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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.

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

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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.

2-09.4 Measurement

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Section 2-09.4 in supplemented with the following:

No specific unit of measurement will apply to "Temporary Stream Diversion".

2-09.5 Payment

(*****)

Section 2-09.5 in supplemented with the following:

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

"Temporary Stream Diversion", lump sum.

The lump sum contract price for "Temporary Stream Diversion" shall be full payment to perform the work as specified, 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.

DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

3-01.4(1) Acquisition and Development

(*****)

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

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

DIVISION 4 BASES

4-04, BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

4-04.3(5) Shaping and Compacting

(*****)

Section 4-04.3(5) is supplemented with the following:

Shoulder Finishing

Shoulder finishing material shall not be placed until the abutting pavement has been completed, unless designated by the Engineer. Shoulder finishing material (Crushed Surfacing Top Course) shall be placed by a spreader box in one lift. Processing of the shoulder finishing material on the roadway shall not be permitted.

The existing shoulder material, as well as any additional crushed surfacing material required shall be placed, watered, and compacted against the vertical edge of the pavement, including road approaches. Hand work may be required in areas of road approaches and guardrail. The Contractor shall grade the shoulder material to a uniform slope, remove all debris (sod, large rocks, etc.) and dress all berms resulting from this operation to the satisfaction of the Engineer. The material shall be graded into place and compacted by wheel rolling a minimum of two passes with a motor grader or comparable piece of equipment in areas where the shoulder is narrow. All other areas shall be 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 shall be applied as determined by the Engineer. Damage to the HMA mat due to the Contractor's operation shall be repaired at no cost to the Contracting Agency.

Following the placement of crushed surfacing material each day, the new mainline and shoulder pavement shall be cleaned of all dirt and debris to the satisfaction of the Engineer. Prior to commencing work on the Shoulder Finishing operation the Contractor shall submit the selected method of compaction and equipment to be used to the Engineer for approval.

4-04.4 Measurement

(*****)

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 furnishing crushed surfacing, hauling, grading existing material, placing additional material, watering, compacting and all other work as specified. Water for compaction of shoulder rock shall be considered incidental to this bid item.

DIVISION 5 SURACE TREATMENTS AND PAVEMENTS

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5-04, HOT MIX ASPHALT

5-04.3 Construction Requirements (******)

Section 5-04.3 is supplemented with the following:

Sand and tack all edges, cold joints, and tapers which join existing asphalt including all longitudinal and transverse joints.

5-04.3(9) Spreading and Finishing

(*****)

Section 5-04.3(9) is supplemented with the following:

The Contractor shall meet with the Engineer or representative by the end of each working day to verify and confirm in writing and by signature the daily yields and quantities.

If the Contractor fails to follow this procedure, the Contractor accepts the Engineer's estimated quantities for the work completed that day.

5-04.3(12) Joints

(*****)

Section 5-04.3(12) is supplemented with the following:

Sealing Joints and Feather Ends

After placement of the HMA Pavement, the Contractor shall seal all joints (transverse and longitudinal), including approaches or any feathered ends with pavement grade asphalt and sand.

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 Commercial HMA.

5-04.5 Payment

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Section 5-04.5 is supplemented with the following:

"Commercial HMA", per Ton. All costs associated with furnishing material, installation, compaction, construction (as depicted in the Contract Plans), surface smoothness, sanding & tacking joints (transverse and longitudinal), and miscellaneous items needed to complete installation shall be considered incidental to the per ton Contract unit price for "Commercial HMA".

DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS AND CONDUITS

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7-01 DRAINS

7-01.4 Measurement

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Section 7-01.4, third paragraph, is replaced with the following:

Gravel Backfill for drains as depicted in the Contract Plans shall be considered incidental to "Underdrain Pipe 6 In. Diam.", per linear foot.

7-01.5 Payment

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Section 7-01.5 is replaced with the following:

"Underdrain Pipe 6 In. Diam.", per linear foot shall include all material, installation, Gravel Backfill for Drains (as depicted in the Contract Plans), connections, and miscellaneous items needed to complete installation.

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DIVISION 8 MISCELLANEOUS CONSTRUCTION

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8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

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

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8-01.3(2)B Seeding and Fertilizing

(******)

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

32 33 **Seed Mix – Riparian Grass**: Grass seed, of the following composition, proportion, and quality shall be applied at the rate of ***120 *** pounds of pure live seed per acre on all areas requiring permanent seeding within the project limits.

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Kind and Variety of Seed in Mixture by Common Name and (Botanical name)

Pounds Pure Live Seed (PLS) Per Acre

Festuca subalata
Bearded Fescue

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Agrostis exarata **Spike Bentgrass**

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Deschampsia caespitosa Tufted Hairgrass	12
Lolium perenne Perennial Ryegrass	36
Trifolium repens White Clover	24
Total Pounds PLS Per Acre	120

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

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

8-01.3(2)D Mulching

(*****)

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

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.

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

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

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

8-01.3(9)A Silt Fence

(*****)

Section 8-01.3(9)A is supplemented with the following:

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.

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.

8-01.5 Payment

(*****)

Section 8-01.5 is supplemented with the following:

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The unit contract price per linear for "High Visibility Silt Fence" shall be full pay for furnishing and installing the High Visibility Silt Fence as shown in the Standard Plans and Contract Plans, including removal and disposal of silt fence at an approved disposal site after completion of project and seeding has been accepted or as directed by the Engineer.

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The unit contract price per acre for "Seeding and Mulching" shall be full pay for furnishing and installing the specified seed mix, and PAM, mulch, 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.

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8-11 Guardrail

8-11.3(1)A Erection of Posts

Section 8-11.3(1)A is supplemented with the following:

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All Guardrail Posts shall be steel.

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8-11.3(1)D Removing Guardrail and Guardrail Anchor

Section 8-11.3(1)D, last sentence in the first paragraph is replaced with the following:

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Salvageable existing rail panel elements shall be stockpiled for pickup by the Engineer, all bent/damaged rail elements, posts, anchors, and blocks shall become the property of the Contractor.

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8-11.5 Payment

Section 8-11.5 is replaced with the following:

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All costs for removing, disposing of material and backfilling holes (with native material) associated with "Removing Guardrail Anchor" shall be considered incidental to and included in the per linear foot Contract unit price for "Removing Guardrail".

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8-15 RIPRAP

8-15.2 Materials

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Section 8-15.2 is supplemented with the following:

Streambed Sediment
 Geotextile for Ditch Lining (Moderate Survivability)

9-03.11(1) 9-33.2(1) Table 4

Large Woody Debris and Logs

Large woody debris (LWD) shall consist of logs with root wads attached as shown in the 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-feet in diameter. Footer/Rack Logs shall be logs without root wads, 35-feet long at the toe and 20-feet minimum elsewhere. All LWD and logs shall be Douglas Fir or Western Red Cedar species that are free from rot or decay and harvested within 3-months of installation. Intersecting LWD to Footer/Rack Logs shall be connected with a galvanized or zinc coated " diameter threaded rod with washer and nut.

8-15.3 Construction Requirements

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Section 8-15.3 is supplemented with the following:

Large Woody Debris and Logs

This work consists of placing large woody debris and logs along the toe of the stream channel slope where shown and as detailed in the 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. All large woody debris to log intersections shall be pinned via 1/4-inch diameter threaded rod with washer and nut. Log splice locations shall be offset and not be closer than 12-feet horizontally from one layer to the next.

Streambed Sediment

Place Streambed Sediment as depicted in the Contract Plans to restore the outer 3-feet of the existing streambank and bed in and around logs and woody debris, as directed by the Engineer.

8-15.3(7) Filter Blanket

Section 8-15.3(7) is supplemented with the following:

Prior to placing filter blanket material, Construction Geotextile for Ditch Lining (Moderate Survivability) shall be placed to the limits of the Contract Plans. Geotextile construction, minimum overlap, and splices shall meet applicable requirements of Section 2-12. Geotextile and Filter Blanket Material construction shall be considered incidental to Heavy Loose Riprap, per ton.

8-15.4 Measurement

(*****)

Section 8-15.4 is supplemented with the following:

"Large Woody Debris with Root Wad" shall be measured per each installed.

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"Footer / Rack Log" shall be measured per linear foot installed.

"Streambed Sediment" shall be measured per Ton.

8-15.5 Payment

SM15F400770049

(*****)

Section 8-15.5 is supplemented with the following:

"Large Woody Debris with Root Wad", per each.

Payment for "Large Woody Debris with Root Wad" per each, shall be full pay for the Work described in this Section including supplying, placing, and adjusting material.

"Footer / Rack Log", per linear foot shall be full pay for the Work described in this Section including supplying, placing, and adjusting wood material along with furnishing, installing and securing threaded rods at intersecting Large Woody Debris locations.

"Streambed Sediment" per Ton.

"Heavy Loose Riprap" shall be measured per Ton. All costs for furnishing, placing, and adjusting riprap shall be included in the per ton price. All costs for furnishing, placing and constructing Filter Blanket and Construction Geotextile for Ditch Lining shall be considered incidental to the per ton Contract unit price for Heavy Loose Riprap.

DIVISION 9 MATERIALS

9-03 AGGREGATES

9-03.9(1) Ballast

(*****)

Section 9-03.9(1) Ballast is supplemented with the following:

Ballast shall meet the following gradation:

Sieve Size	Percent Passing
3"	95 - 100
2"	60 - 90
1"	50 - 85
No. 4	26 - 44
No. 200	9 Max.
Dust Ratio:	2/3 Max.
Sand Equivalent	35 Min
% Fracture (At Least 1 Fractured Face)	90 Min

EXISTING SIGNS

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During the life of the contract, the Contractor shall be responsible for all existing signs damaged or 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.

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

All costs involved in removing 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.

POWER EQUIPMENT

(*****)

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

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

E-VERIFY

(*****)

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

BOND

(*****)

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

LEWIS COUNTY ESTIMATES AND PAYMENT POLICY

44 (*****)

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

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

Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided the conditions of Section 1-03.4 and Section1-07.2 of these Special Provisions have been satisfied.

APPENDICES

2	(July 12, 1999	9)			
3	The following appendices are attached and made a part of this contract:				
4	****	APPENDIX A:			
5 6		Washington State Prevailing Wage Rates			
7		Wage Rate Supplements			
8		Wage Rate Benefit Codes			
9					
10		APPENDIX B:			
11		Federal Contract Provisions			
12					
13		APPENDIX C:			
14		Bid Proposal Documents			
15					
16		APPENDIX D:			
17		Contract Documents			
18		APPENDIX E:			
19		Permitting Documents			
20		Geotechnical Engineering Report			
21		dediedrinical Engineering Neport			
23		APPENDIX F:			
24		Standard Plans			
25		Contract Plans *****			
26					

(April 1, 2019)

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 6, 2018 is made a part of this contract.

The Standard Plans are revised as follows:

A-40.10

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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"

Section View, Transverse Contraction Joint, dimension, was – "D/4" is revised to read: "D/3 to D/4"

A-50.10

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

A-50.20

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

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1

B-10.60

DELETED

B-82.20

DELETED

B-90.40

Valve Detail - DELETED

<u>C-1b</u>

STEEL POST Detail on page 2: The upper callout is changed from "3/4" (IN) DIAM. HOLE (TYP.)" to "3/4" (IN) OR 13/16" (IN) DIAM. HOLE (TYP.)"

<u>C</u>-2C

CASE 9A (typical of 2 callouts): The dimensions were "3'-0" MIN. ~ TO FACE OF GUARDRAIL". are now revised to read "5'-0" MIN ~ TO FACE OF GUARDRAIL".

C-4b

DELETED

C-4e

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C-4f

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Sheet 1, BULLNOSE GRADING PLAN: Slopes shall be not steeper than 10H:1V for the bullnose guardrail system including slopes into the guardrail face to 1 foot behind the guardrail post.

Sheet 2, POST 1R & 1L, 2R & 2L, 3R TO 8R and 3L TO 8L, 9R TO 12 R and 9L TO 12L elevation view details: Slopes into the guardrail face to 1 foot behind the guardrail post shall not be steeper than 10H:1V.

Sheet 3, SECTION B, callout – was: "THE NUT SHALL BE ASTM A563D STEEL, AND GALVANIZED ACCORDING TO STANDARD SPEC. 9-16.3(3)." Is revised to read: "THE NUT SHALL BE ASTM A307 STEEL, AND GALVANIZED ACCORDING TO STANDARD SPEC. 9-16.3(3)."

C-20.10

STEEL POST Detail: The upper callout is changed from "1/4" (IN) DIAM. HOLE FOR ANTI-ROTATION 16d NAIL (TYP.)" to "1/4" (IN) OR 13/16" (IN) DIAM. HOLE FOR ANTI-ROTATION 16d NAIL (TYP.)"

The lower callout is changed from "3/4" (IN) DIAM. HOLE FOR BUTTON HEAD BOLT (TYP.)" to "3/4" (IN) OR 13/16" (IN) DIAM. HOLE FOR BUTTON HEAD BOLT (TYP.)"

C-20.14

CASE 3-31: The dimension was "5'-0" MIN" from the back of guardrail to the center of railroad signal support is now revised to "5'-0" MIN" from face of guardrail to the front edge of the railroad signal support.

Note 3, was – "The slope from the edge of the shoulder into the face of the guardrail cannot exceed 10H:1V when the face of the guardrail is less than 12'-0" from the edge of the shoulder." is revised to read: "The slope from the edge of the shoulder into the face of the guardrail cannot be steeper than 10H:1V when the face of the guardrail is less than 12'-0" from the edge of the shoulder. The slope from the edge of the shoulder into the face of the guardrail cannot be steeper than 6H:1V when the guardrail is 12'-0" or more from the edge of the shoulder."

C-20.18

ALL CASES: The dimensions were "3'-0" MIN" from the face of guardrail to the front edge of the fixed feature are now revised to "5'-0" MIN" from the face of guardrail to the front edge of the fixed feature.

Note 1, was – "The slope from the edge of the shoulder into the face of the guardrail should not exceed 10H:1V when the guardrail is within 12'-0" from the edge of the shoulder." Is revised to read: "The slope from the edge of the shoulder into the face of the guardrail should not be steeper than 10H:1V when the guardrail is less than 12'-0" from the edge of the shoulder. The slope from the edge of the shoulder into the face of the guardrail should not be steeper than 6H:1V when the guardrail is 12'-0" or more from the edge of shoulder."

C-20.41

BOX CULVERT POST, ELEVATION VIEW Detail: The upper callout is changed from "3/4" (IN) DIAM. HOLE" to "3/4" (IN) OR 13/16" (IN) DIAM. HOLE"

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C-20.45

STEEL POST Detail: The upper callout is changed from "1/4" (IN) DIAM. HOLE FOR ANTI-ROTATION 16d NAIL (TYP.)" to "1/4" (IN) OR 13/16" (IN) DIAM. HOLE FOR ANTI-ROTATION 16d NAIL (TYP.)"

The lower callout is changed from "3/4" (IN) DIAM. HOLE FOR BUTTON HEAD BOLT (TYP.) ~ SEE DETAIL AT RIGHT" to "3/4" (IN) OR 13/16" (IN) DIAM. HOLE FOR BUTTON HEAD BOLT (TYP.) ~ SEE DETAIL AT RIGHT"

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C-22.14

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C-22.16

DELETED

Note 3, formula, was: "Elevation $G = (Elevation S - D \times (0.1) + 31"$ is revised to read: "Elevation $G = (Elevation S - D \times (0.1) + 31/12"$

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C-22.40

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PLAN VIEW, MSKT-SP-MGS (TL-3) SHOWN: The dimension was "4'-0" MIN" from the face of the terminal to the edge of the widened embankment is now revised to "4'-0" MIN" from the back of the terminal post to the edge of the widened embankment.

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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"

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Elevation View, SOFTSTOP (TL-3), dimension, SOFTSTOP (TL-3) SYSTEM LENGTH = 50' – 9 1/2", dimension is revised to read: 50' – 10 1/2"

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Note 6, was - "...a maximum taper of 25.4 : 1 or flatter is allowed over the system length of 50' - 9 ½" with a maximum..." is revised to read: "...a maximum taper of 25.44 : 1 or flatter is allowed over the system length of 50' - 10 ½" with a maximum..."

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C-22.45

37 38 PLAN VIEW, MSKT-SP-MGS (TL-2) SHOWN: The dimension was "4'-0" MIN" from the face of the terminal to the edge of the widened embankment is now revised to "4'-0" MIN" from the back of the terminal post to the edge of the widened embankment.

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Elevation View, MSKT-SP-MGS (TL-2), dimension, MSKT-SP-MGS (TL-2) SYSTEM LENGTH = 25' – 0", dimension is revised to read 34' – 4 1/2"

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Elevation View, SOFTSTOP (TL-2), dimension, SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 3 1/2", dimension is revised to read 38' – 4 1/2"

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Note 6, was - "...flare of 38.29 : 1 or flatter is allowed over the system length of 38' - 3 ½" with a maximum..." is revised to read: "...flare of 38.38 : 1 or flatter is allowed over the system length of 38' - 4 ½" with a maximum..."

C-25.26

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Elevation View, TYPE 23: The guardrail height dimension was 2'-8" from the top of the thrie beam to the top of the bridge curb is now revised to 2'-8" from the top of the thrie beam to the top of the ground line.

C-25.80

Plan View, callout, was - "12" (IN) BLOCKOUT" is revised to read; "12" (IN) or 8" (IN) BLOCKOUT (12" (IN) SHOWN)"

Elevation View, add labels to posts (below view); beginning at left side of view – Label Posts as follows; POST 1, POST 2 through POST 6".

General Notes, add Note 6. Note reads as follows; "6. Post 1 shall use an 8 inch blockout, and posts 2 through post 6 shall use 12 inch or 8 inch blockouts."

C-40.14

DELETED

C-90.10

DELETED

D-10.10

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

D-10.15

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

D-10.20

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

D-10.25

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

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

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

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D-10.45

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

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D-15.10

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

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D-15.20

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

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D-15.30

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

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F-10.12

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

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F-10.40

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

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F-10.42

DELETE - "Extruded Curb at Cut Slope" View

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H-70.20

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

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I-30.30

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"".

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J-10.21

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

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

J-10.22

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

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

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

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

Note 1, was – "...socket box mounting detail, see Standard Plan J-3b." is revised to read to read: "...socket box mounting detail, see Standard Plan J-10.20."

Note 6, was – "...See door hinge detail, Standard Plan J-3b." is revised to read: "...See door hinge detail, Standard Plan J-10.20."

J-20.10

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

<u>J-20.1</u>1

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

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

J-20.26

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

J-20.16

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

<u>J-21.10</u>

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

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

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

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

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

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

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

J-21.15

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

J-21.16

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

J-22.15

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

<u>J-40.10</u>

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

J-60.14

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

K-80.30

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

Plan Title, was "ALTERNATIVE TEMPORARY CONC. BARRIER (F-SHAPE)" is revised to read: "CONCRETE BARRIER TYPE F"

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-40.00-008/11/09	A-50.30-0011/17/08
	A-10.20-0010/5/07	A-40.10-0312/23/14	A-50.40-0011/17/08
	A-10.30-0010/5/07	A-40.15-008/11/09	A-60.10-0312/23/14
	A-20.10-008/31/07	A-40.20-041/18/17	A-60.20-0312/23/14
	A-30.10-0011/8/07	A-40.50-0212/23/14	A-60.30-016/28/18
	A-30.30-016/16/11	A-50.10-0011/17/08	A-60.40-008/31/07
	A-30.35-0010/12/07	A-50.20-019/22/09	
6			
	B-5.20-021/26/17	B-30.50-032/27/18	B-75.20-022/27/18
	B-5.40-021/26/17	B-30.70-042/27/18	B-75.50-016/10/08
	B-5.60-021/26/17	B-30.80-012/27/18	B-75.60-006/8/06
	B-10.20-023/2/18	B-30.90-021/26/17	B-80.20-006/8/06
	B-10.40-011/26/17	B-35.20-006/8/06	B-80.40-006/1/06
	B-10.70-001/26/17	B-35.40-006/8/06	B-85.10-016/10/08
	B-15.20-012/7/12	B-40.20-006/1/06	B-85.20-006/1/06
	B-15.40-012/7/12	B-40.40-021/26/17	B-85.30-006/1/06
	B-15.60-021/26/17	B-45.20-017/11/17	B-85.40-006/8/06
	B-20.20-023/16/12	B-45.40-017/21/17	B-85.50-016/10/08
	B-20.40-042/27/18	B-50.20-006/1/06	B-90.10-006/8/06
	B-20.60-033/15/12	B-55.20-022/27/18	B-90.20-006/8/06
	B-25.20-022/27/18	B-60.20-016/28/18	B-90.30-006/8/06
	B-25.60-022/27/18	B-60.40-012/27/18	B-90.40-011/26/17
	B-30.10-032/27/18	B-65.20-014/26/12	B-90.50-006/8/06
	B-30.15-002/27/18	B-65.40-006/1/06	B-95.20-012/3/09
	B-30.20-042/27/18	B-70.20-006/1/06	B-95.40-016/28/18
	B-30.30-032/27/18	B-70.60-011/26/17	
	B-30.40-032/27/18	3	
7			
	C-16/28/18	C-20.15-026/11/14	
	C-1a7/14/15	C-20.18-026/11/14	
	C-1b7/14/15		
	C-1d10/31/03	C-20.40-067/21/17	
	C-2c6/21/06	C-20.41-017/14/15	C-75.30-016/11/14
	C-4f7/2/12	C-20.42-057/14/15	
	C-6a10/14/09	C-20.45.017/2/12	C-80.20-016/11/14
	C-76/16/11	C-22.16-067/21/17	C-80.30-016/11/14
	C-7a6/16/11	C-22.40-067/21/17	C-80.40-016/11/14
	C-82/10/09		C-80.50-004/8/12
	C-8a7/25/97		C-85.10-004/8/12
	C-8b2/29/16		C-85.11-004/8/12
	C-8e2/21/07		C-85.14-016/11/14
	C-8f6/30/04		C-85.15-016/30/14
	C-16a7/21/17	C-25.26-037/14/15	C-85.16-016/17/14

C-20.10-047/21/17 C-20.11-007/21/17 C-20.14-036/11/14	C-25.30-006/28/18 C-25.80-047/15/16 C-40.16-027/2/12	
D-2.04-0011/10/05 D-2.06-011/6/09 D-2.08-0011/10/05 D-2.14-0011/10/05 D-2.16-0011/10/05 D-2.18-0011/10/05 D-2.20-0011/10/05 D-2.32-0011/10/05 D-2.34-011/6/09 D-2.36-036/11/14 D-2.42-0011/10/05 D-2.44-0011/10/05 D-2.60-0011/10/05	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-2.84-0011/10/05 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-3.17-025/9/16 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-10.40-0112/2/08 D-10.45-0112/2/08 D-15.10-0112/2/08 D-15.20-035/9/16 D-15.30-0112/02/08
D-2.46-016/11/14 E-12/21/07 E-25/29/98	D-3.16-025/29/13 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-22.10-046/28/18 G-24.10-0011/8/07 G-24.20-012/7/12 G-24.30-026/28/18 G-24.40-076/28/18 G-24.50-047/11/17	G-25.10-046/10/13 G-30.10-046/23/15 G-50.10-036/28/18 G-60.10-046/28/18 G-60.20-026/18/15 G-60.30-026/18/15 G-70.10-036/18/15	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-95.10-026/28/18 G-95.20-036/28/18 G-95.30-036/28/18
G-24.60-056/28/18 H-10.10-007/3/08 H-10.15-007/3/08 H-30.10-0010/12/07	G-70.30-047/21/17 H-32.10-009/20/07 H-60.10-017/3/08 H-60.20-017/3/08	H-70.10-012/7/12 H-70.20-012/16/12 H-70.30-022/7/12
I-30.10-023/22/13 I-30.15-023/22/13 I-30.16-003/22/13 I-30.17-003/22/13	I-30.30-016/10/13 I-30.40-016/10/13 I-30.60-013/7/18 I-40.10-009/20/07	I-50.20-016/10/13 I-60.10-016/10/13 I-60.20-016/10/13 I-80.10-027/15/16

J-107/18/97	J-28.22-00	8/07/07	J-50.25-00	6/3/11
J-10.10-036/3/15	J-28.24-01		J-50.30-00	
J-10.15-016/11/14	J-28.26-01		J-60.05-01	
J-10.16-006/3/15	J-28.30-03		J-60.11-00	
J-10.17-006/3/15	J-28.40-02		J-60.12-00	
J-10.18-006/3/15	J-28.42-01		J-60.13-00	
J-10.20-016/1/16	J-28.43-01	-	J-60.14-00	
J-10.21-006/3/15	J-28.45-03		J-75.10-02	
J-10.22-005/29/13	J-28.50-03		J-75.20-01	
J-10.25-007/11/17	J-28.60-02		J-75.30-02	
J-12.15-006/28/18	J-28.70-03	_	J-75.40-02	
J-12.16-006/28/18	J-29.10-01		J-75.41-01	
J-15.10-016/11/14	J-29.15-01		J-75.45-02	
J-15.15-027/10/15	J-29.16-02		J-80.10-00	
J-20.10-036/30/14	J-30.10-02		J-80.15-00	
J-20.11-026/30/14	J-40.05-00		J-80.15-00	
J-20.15-036/30/14	J-40.10-04		J-86.10-00	
	J-40.10-04			
J-20.16-026/30/14			J-90.10-03	
J-20.20-025/20/13	J-40.30-04		J-90.20-03	
J-20.26-017/12/12	J-40.35-01		J-90.21-02	
J-21.10-046/30/14	J-40.36-02		J-90.50-00	6/28/18
J-21.15-016/10/13	J-40.37-02			
J-21.16-016/10/13	J-40.38-01			
J-21.17-016/10/13	J-40.39-00			
J-21.20-016/10/13	J-40.40-01			
J-22.15-027/10/15	J-45.36-00			
J-22.16-037/10/15	J-50.05-00			
J-26.10-037/21/16	J-50.10-00			
J-26.15-015/17/12	J-50.11-01			
J-26.20-016/28/18	J-50.12-01	7/21/17		
J-27.10-017/21/16	J-50.15-01	7/21/17		
J-27.15-003/15/12	J-50.16-01	3/22/13		
J-28.10-015/11/11	J-50.20-00	6/3/11		
K-70.20-016/1/16				
K-80.10-016/1/16				
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	3/21/12 L	-70.10-015/	/21/0 <u>0</u>
	L-40.15-016		·70.10-015/	
	L-40.15-016	-	· / U.ZU-U I3/	Z 1/UO
L-30.10-026/11/14	L-4U.ZU-UZ	1/1/1/		
M-1.20-036/24/14	M-12.10-016	S/20/10 M	-40.10-036/	24/14
IVI-1.20-030/24/14	IVI- 12. 1U-U 1	01∠0110 IVI	-40.10-036/	<u> </u>

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-11.10-027/11/17		

APPENDIX A

Washington State Prevailing Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 5/16/2019

County	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note
Lewis	<u>Asbestos Abatement Workers</u>	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	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Building Service Employees	Janitor	\$12.00		<u>1</u>	
Lewis	Building Service Employees	Shampooer	\$12.00		<u>1</u>	
Lewis	Building Service Employees	Waxer	\$12.00		<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	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Carpenter	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Carpenters on Stationary Tools	\$60.17	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Creosoted Material	\$60.14	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Floor Finisher	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Floor Layer	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Scaffold Erector	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	Cement Masons	Journey Level	\$60.07	<u>7A</u>	<u>4U</u>	
Lewis	<u>Divers & Tenders</u>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$113.60	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Dive Supervisor/Master	\$76.33	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Diver	\$113.60	<u>5D</u>	<u>4C</u>	<u>8V</u>
Lewis	Divers & Tenders	Diver On Standby	\$71.33	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Diver Tender	\$64.71	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Manifold Operator	\$64.71	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$69.71	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Remote Operated Vehicle	\$64.71	<u>5D</u>	<u>4C</u>	

		Operator/Technician				
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$60.29	<u>5A</u>	<u>4C</u>	
Lewis	<u>Dredge Workers</u>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<u>Drywall Applicator</u>	Journey Level	\$58.48	<u>5D</u>	<u>1H</u>	
Lewis	<u>Drywall Tapers</u>	Journey Level	\$59.32	<u>5P</u>	<u>1E</u>	
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$12.00		<u>1</u>	
Lewis	<u>Electricians - Inside</u>	Cable Splicer	\$71.81	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Inside</u>	Journey Level	\$67.31	<u>5C</u>	<u>1G</u>	
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$76.31	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Inside</u>	Welder	\$71.81	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>	
Lewis	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>	
Lewis	Electricians - Powerline Construction	Cable Splicer	\$79.60	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$72.98	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Groundperson	\$47.94	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$72.98	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$72.98	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$62.06	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Meter Installer	\$47.94	<u>5A</u>	<u>4D</u>	<u>8W</u>
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$72.98	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Powderperson	\$54.55	<u>5A</u>	<u>4D</u>	
Lewis	Electronic Technicians	Journey Level	\$43.19	<u>6Z</u>	<u>1B</u>	
Lewis	Elevator Constructors	Mechanic	\$94.22	<u>7D</u>	<u>4A</u>	
Lewis	Elevator Constructors	Mechanic In Charge	\$101.73	<u>7D</u>	<u>4A</u>	
Lewis	Fabricated Precast Concrete Products	Journey Level	\$13.50		<u>1</u>	
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		1	
Lewis	Fence Erectors	Fence Erector	\$41.45	<u>7A</u>	<u>31</u>	
Lewis	Fence Erectors	Fence Laborer	\$41.45	<u>7A</u>	<u>31</u>	
Lewis	<u>Flaggers</u>	Journey Level	\$41.45	<u>7A</u>	<u>31</u>	
Lewis	Glaziers	Journey Level	\$64.56	<u>7L</u>	<u>1Y</u>	
Lewis	Heat & Frost Insulators And	Journeyman	\$73.58	<u>5J</u>	<u>4H</u>	

	<u>Asbestos Workers</u>					
Lewis	Heating Equipment Mechanics	Journey Level	\$82.51	<u>7F</u>	<u>1E</u>	
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$50.42	<u>7A</u>	<u>31</u>	
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$12.00		1	
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	<u>Inland Boatmen</u>	Mate	\$57.31	<u>5B</u>	<u>1K</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$12.00		1	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$12.00		1	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$12.00		1	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$12.00		1	
Lewis	Insulation Applicators	Journey Level	\$60.04	<u>5D</u>	<u>4C</u>	
Lewis	<u>Ironworkers</u>	Journeyman	\$70.68	<u>7N</u>	<u>10</u>	
Lewis	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Airtrac Drill Operator	\$50.42	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Ballast Regular Machine	\$48.90	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Batch Weighman	\$41.45	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Brick Pavers	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Brush Cutter	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Brush Hog Feeder	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Burner	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Caisson Worker	\$50.42	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Carpenter Tender	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Caulker	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Cement Dumper-paving	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Cement Finisher Tender	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Change House Or Dry Shack	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Choker Setter	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Chuck Tender	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Clary Power Spreader	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Clean-up Laborer	\$48.90	<u>7A</u>	<u>31</u>	

Lewis	<u>Laborers</u>	Concrete Dumper/chute Operator	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Concrete Form Stripper	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Concrete Placement Crew	\$49.81	<u>7A</u>	<u>31</u>
Lewis	Laborers	Concrete Saw Operator/core Driller	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Crusher Feeder	\$41.45	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Curing Laborer	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Ditch Digger	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Diver	\$50.42	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Dry Stack Walls	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Dump Person	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Epoxy Technician	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Erosion Control Worker	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Faller & Bucker Chain Saw	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Fine Graders	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Firewatch	\$41.45	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Form Setter	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Gabian Basket Builders	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	General Laborer	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Grade Checker & Transit Person	\$50.42	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Grinders	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Grout Machine Tender	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Guardrail Erector	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$50.42	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	High Scaler	\$50.42	<u>7A</u>	<u>31</u>
Lewis	Laborers	Jackhammer	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Laserbeam Operator	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Maintenance Person	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Manhole Builder-mudman	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Material Yard Person	\$48.90	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Motorman-dinky Locomotive	\$49.81	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete &	\$49.81	<u>7A</u>	<u>31</u>

L = • .	l - L · · ·	Shotcrete, Water Bla	Ċ 40, C4	7.4	21	
Lewis	<u>Laborers</u>	Pavement Breaker	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pilot Car	\$41.45	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Layer Lead	\$50.42	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Layer/tailor	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Pot Tender	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Reliner	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Wrapper	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pot Tender	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Powderman	\$50.42	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Powderman's Helper	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Power Jacks	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Railroad Spike Puller - Power	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Raker - Asphalt	\$50.42	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Re-timberman	\$50.42	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Remote Equipment Operator	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Rigger/signal Person	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Rip Rap Person	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Rivet Buster	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Rodder	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Scaffold Erector	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Scale Person	\$48.90	<u>7A</u>	31	
Lewis	Laborers	Sloper (over 20")	\$49.81	<u></u>	<u></u>	
Lewis	Laborers	Sloper Sprayer	\$48.90	<u></u>	<u></u>	
Lewis	Laborers	Spreader (concrete)	\$49.81	<u></u>	<u>=</u> 31	
Lewis	Laborers	Stake Hopper	\$48.90	<u>7A</u>	<u>=</u> 31	
Lewis	Laborers	Stock Piler	\$48.90	<u>7A</u>	<u> </u>	
Lewis	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Tamper (multiple & Self- propelled)	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Topper	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Track Laborer	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Track Liner (power)	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Traffic Control Laborer	\$44.33	<u>7A</u>	<u>31</u>	<u>8</u> 1
Lewis	<u>Laborers</u>	Traffic Control Supervisor	\$44.33	<u>7A</u>	<u>31</u>	<u>8</u> 1
Lewis	Laborers	Truck Spotter	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Tugger Operator	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$107.60	<u>7A</u>	<u>31</u>	80
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$112.63	<u>7A</u>	<u>31</u>	<u>80</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$116.31	<u>7A</u>	<u>31</u>	80

Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$122.01	<u>7A</u>	<u>31</u>	<u>8C</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$124.13	<u>7A</u>	<u>31</u>	80
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$129.23	<u>7A</u>	<u>31</u>	<u>8C</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$131.13	<u>7A</u>	<u>31</u>	<u>8C</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$133.13	<u>7A</u>	<u>31</u>	<u>8C</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$135.13	<u>7A</u>	<u>31</u>	<u>8C</u>
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$50.52	<u>7A</u>	<u>31</u>	<u>8C</u>
Lewis	<u>Laborers</u>	Tunnel Work-Miner	\$50.52	<u>7A</u>	<u>31</u>	<u>80</u>
Lewis	<u>Laborers</u>	Vibrator	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Vinyl Seamer	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Watchman	\$37.67	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Welder	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Well Point Laborer	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Window Washer/cleaner	\$37.67	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers - Underground Sewer</u> <u>& Water</u>	General Laborer & Topman	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers - Underground Sewer</u> <u>& Water</u>	Pipe Layer	\$49.81	<u>7A</u>	<u>31</u>	
Lewis	Landscape Construction	Landscape Laborer	\$37.67	<u>7A</u>	<u>31</u>	
Lewis	Landscape Construction	Landscape Operator	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Landscape Maintenance	Groundskeeper	\$12.00		<u>1</u>	
Lewis	<u>Lathers</u>	Journey Level	\$58.48	<u>5D</u>	<u>1H</u>	
Lewis	Marble Setters	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Laborer	\$12.00		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$12.00		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Painter	\$12.00		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>	
Lewis	<u>Millwright</u>	Journey Level	\$61.54	<u>5D</u>	<u>4C</u>	
Lewis	Modular Buildings	Cabinet Assembly	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Electrician	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Equipment Maintenance	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Plumber	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Production Worker	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Tool Maintenance	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Utility Person	\$12.00		<u>1</u>	
Lewis	Modular Buildings	Welder	\$12.00		<u>1</u>	
Lewis	<u>Painters</u>	Journey Level	\$42.50	<u>6Z</u>	<u>2B</u>	
Lewis	<u>Pile Driver</u>	Crew Tender/Technician	\$64.71	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$74.87	<u>5D</u>	<u>4C</u>	

Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$79.87	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$83.87	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$88.87	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$91.37	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$96.37	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$98.37	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$100.37	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$102.37	<u>5D</u>	<u>4C</u>	
Lewis	Pile Driver	Journey Level	\$60.29	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Manifold Operator (LST)	\$69.71	<u>5D</u>	<u>4C</u>	
Lewis	<u>Plasterers</u>	Journey Level	\$56.54	<u>7Q</u>	<u>1R</u>	
Lewis	Playground & Park Equipment Installers	Journey Level	\$12.00		<u>1</u>	
Lewis	Plumbers & Pipefitters	Journey Level	\$71.42	<u>5A</u>	<u>1G</u>	
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Assistant Engineers	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Bobcat	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Brooms	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators	Bump Cutter	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Cableways	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Chipper	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Compressor	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2

		With Boom Attachment Up To 42m				
Lewis	Power Equipment Operators	Conveyors	\$62.71	<u>7A</u>	<u>3K</u>	8)
Lewis	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$64.41	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$65.06	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$65.70	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u> .
Lewis	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$65.70	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$65.06	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators	Crusher	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Derricks, On Building Work	\$63.76	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators	Drilling Machine	\$64.41	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$63.76	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Hard Tail End Dump	\$63.20	<u>7A</u>	<u>3K</u>	8

		Articulating Off-road Equipment Under 45 Yards				
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$63.20	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$62.71	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$64.41	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$63.76	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$63.20	<u>7A</u>	<u>3K</u>	8)
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$63.20	<u>7A</u>	<u>3K</u>	8)
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Locomotives, All	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Material Transfer Device	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$64.41	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators	Motor patrol graders	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$63.76	<u>7A</u>	<u>3K</u>	8)
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$63.20	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$64.41	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$63.20	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$62.71	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Power Plant	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Pumps - Water	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u> 2
Lewis	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$59.98	<u>7A</u>	<u>3K</u>	<u>8)</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$63.76	<u>7A</u>	<u>3K</u>	8

Lewis	Power Equipment Operators	Rigger And Bellman	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Rollagon	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Saws - Concrete	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Service Engineers - Equipment	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$65.06	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Slipform Pavers	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Subgrader Trimmer	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Tower crane over 175' through 250' in height, base to boom	\$65.06	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Trenching Machines	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Welder	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>

Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineers	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$65.06	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$65.70	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$65.70	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>

Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u> 3
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$65.70	<u>7A</u>	<u>3K</u>	8)
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$65.06	<u>7A</u>	<u>3K</u>	82
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$63.76	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$64.41	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$63.76	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$63.20	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$62.71	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$59.98	<u>7A</u>	<u>3K</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$64.41	<u>7A</u>	<u>3K</u>	8

Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer & Water</u>	Pavement Breaker	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer & Water</u>	Pile Driver (other Than Crane Mount)	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer & Water</u>	Plant Oiler - Asphalt, Crusher	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>

Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$59.98	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$65.06	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane over 175' through 250' in height, base to boom	\$65.06	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$64.41	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$63.76	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$62.71	<u>7A</u>	<u>3K</u>	<u>8X</u>
Lewis	Power Equipment Operators-	Truck Crane Oiler/driver -	\$63.20	<u>7A</u>	<u>3K</u>	<u>8X</u>

	<u>Underground Sewer & Water</u>	100 Tons And Over				
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$62.71	<u>7A</u>	<u>3K</u>	<u> </u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$63.20	<u>7A</u>	<u>3K</u>	<u> </u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	\$63.76	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$59.98	<u>7A</u>	<u>3K</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$63.20	<u>7A</u>	<u>3K</u>	<u> </u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$49.96	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$47.37	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$49.96	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$44.57	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$33.60	<u>5A</u>	<u>4A</u>	
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$70.71	<u>5A</u>	<u>1G</u>	
Lewis	Residential Brick Mason	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Residential Carpenters	Journey Level	\$45.05	<u>5D</u>	<u>4C</u>	
Lewis	Residential Cement Masons	Journey Level	\$60.07	<u>7A</u>	<u>4U</u>	
Lewis	Residential Drywall Applicators	Journey Level	\$45.05	<u>5D</u>	<u>4C</u>	
Lewis	Residential Drywall Tapers	Journey Level	\$45.19	<u>5P</u>	<u>1E</u>	
Lewis	Residential Electricians	Journey Level	\$34.53	<u>5A</u>	<u>1B</u>	
Lewis	Residential Glaziers	Journey Level	\$64.56	<u>7L</u>	<u>1Y</u>	
Lewis	Residential Insulation Applicators	Journey Level	\$45.05	<u>5D</u>	<u>4C</u>	
Lewis	Residential Laborers	Journey Level	\$36.68	<u>7A</u>	<u>1H</u>	
Lewis	Residential Marble Setters	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Residential Painters	Journey Level	\$42.50	<u>6Z</u>	<u>2B</u>	
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$44.34	<u>5A</u>	<u>1G</u>	
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$41.01	<u>5A</u>	<u>1G</u>	
Lewis	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$50.01	<u>7F</u>	<u>1R</u>	
Lewis	Residential Soft Floor Layers	Journey Level	\$49.43	<u>5A</u>	<u>3J</u>	
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$34.76	<u>7J</u>	<u>1R</u>	
Lewis	Residential Stone Masons	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Residential Terrazzo Workers	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$43.44	<u>5A</u>	<u>1B</u>	
Lewis	Residential Tile Setters	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
Lewis	<u>Roofers</u>	Journey Level	\$52.87	<u>5A</u>	<u>20</u>	

Lewis	<u>Roofers</u>	Using Irritable Bituminous Materials	\$55.87	<u>5A</u>	<u>20</u>	
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$82.51	<u>7F</u>	<u>1E</u>	
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1	
Lewis	Sign Makers & Installers (Non- Electrical)	Journey Level	\$48.90	<u>7A</u>	<u>31</u>	
Lewis	Soft Floor Layers	Journey Level	\$49.43	<u>5A</u>	<u>3J</u>	
Lewis	Solar Controls For Windows	Journey Level	\$12.00		<u>1</u>	
Lewis	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$61.68	<u>7J</u>	<u>1R</u>	
Lewis	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		1	
Lewis	Stone Masons	Journey Level	\$57.32	<u>5A</u>	<u>1M</u>	
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		<u>1</u>	
Lewis	<u>Surveyors</u>	Chain Person	\$62.14	<u>7A</u>	<u>3K</u>	
Lewis	<u>Surveyors</u>	Instrument Persion	\$62.71	<u>7A</u>	<u>3K</u>	
Lewis	Surveyors	Party Chief	\$63.76	<u>7A</u>	<u>3K</u>	
Lewis	Telecommunication Technicians	•	\$43.19	<u>6Z</u>	<u>1B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Cable Splicer	\$41.22	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Hole Digger/Ground Person	\$23.12	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$39.53	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$41.22	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$40.41	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$41.22	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$38.36	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$38.36	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$21.92	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$29.13	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$34.68	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Technician	\$31.18	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$38.36	<u>5A</u>	<u>2B</u>	
Lewis	Terrazzo Workers	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
Lewis	<u>Tile Setters</u>	Journey Level	\$52.61	<u>5A</u>	<u>1M</u>	
Lewis	<u>Tile, Marble & Terrazzo</u> <u>Finishers</u>	Finisher	\$43.44	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$46.23	<u>7A</u>	<u>1K</u>	

Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$57.81	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$56.97	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Dump Truck	\$56.97	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	<u>Truck Drivers</u>	Dump Truck & Trailer	\$57.81	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	<u>Truck Drivers</u>	Other Trucks	\$57.81	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$57.81	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$12.00		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

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

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

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

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

WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

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

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

ITEM DESCRIPTION

YES

NO

	ITEM DESCRIPTION	YES	NO
17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		х
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		Х
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		х
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		х
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		x
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		x
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	x	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

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

YES

NO

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

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

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

See RCW 39.12.010

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

- (1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.
- (2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:
- (a) They deliver or discharge any of the above-listed materials to a public works project site:
- (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or
 - (ii) At multiple points at the project; or
 - (iii) Adjacent to the location and coordinated with the incorporation of those materials.
- (b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.
- (c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).
- (d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.
- (e) They deliver concrete to a public works site regardless of the method of incorporation.
- (f) They assist or participate in the incorporation of any materials into the public works project.

- (3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.
- (4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.
- (a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.
- (b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.
- (5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

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

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:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

- 4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
 - M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
 - N. 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, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
 - O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
 - P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
 - Q. The first four (4) 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 over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - R. Placeholder

Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
 - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

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).

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

Holiday Codes Continued

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

Holiday Codes Continued

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.

- 7. 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.
 - 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.
 - V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

- 7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
 - X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
 - Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
 - Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial 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.
- 15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the 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.
 - B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
 - C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
 - D Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.

Note Codes

- 8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
 - L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
 - M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
 - N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

Note Codes Continued

- 8. P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
 - Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
 - R. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
 - S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
 - U. Workers on hazmat projects receive additional hourly premiums as follows Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
 - V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.

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

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

APPENDIX B

FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

STATE AND FEDERAL LAWS TO BE OBSERVED

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

1. EQUAL EMPLOYMENT OPPORTUNITY -

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

2. COPELAND "ANTI-KICKBACK" ACT

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

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.

327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

5. CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT

(33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. BYRD ANTI-LOBBYING AMENDMENT

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

7. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

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

obligations to give public notice of the funding request, environmental findings and compliance performance.

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

The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new

construction in wetlands wherever there is a practical alternative. The APPLICANT, to

the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such

construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the

APPLICANT may take into account economic, environmental and other pertinent factors.

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

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

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

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

15. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.).

The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone.

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

16. THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.).

The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

17. THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.).

Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics

and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

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

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

19. THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349).

The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.

20. THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.).

The APPLICANT must assure compliance with the Water

Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

21. THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seg.)

The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

22. THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.)

The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources

development programs.

23. RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW.

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW.

The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and

Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action

potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

25. NOISE CONTROL. CHAPTER 70.107 RCW.

The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local

governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

26. SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW.

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

27. STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW.

The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 9.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes. The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

28. OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW.

The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

29. LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW.

The APPLICANT

shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

30. GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90- 04, APRIL 21, 1990: PROTECTION OF WETLANDS.

The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is

provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or

magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute

resources or environments; and (6) monitoring the impact and taking appropriate corrective measures. Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

31. PREVAILING WAGES ON PUBLIC WORKS, CHAPTER 39.12 RCW.

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

32. CONTRACTING WITH SMALL MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.

In accordance 44 CFR 13.36(e), Contracting With Small and Minority Firms, if employing contractors or suppliers the Contractor will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that

minority firms, women's enterprises and labor surplus area firms are used when possible. (2) Affirmative steps shall include: (i) Placing qualified small and minority

businesses, and women's business enterprises on solicitation lists; (ii) Assuring that small and minority enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business

enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business

enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

APPENDIX C

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance with Wage Payment Statutes



Lewis County Department of Public Works

Josh S. Metcalf, PE, Director Tim Fife, PE, County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on **Tuesday**, **June 11**, **2019**, at the Lewis County Courthouse in Chehalis, Washington for the Logan Hill Road MP 0.49 Slide Repair Project – SM15F400770049, FEMA Project No. DR 4253-PW-00102.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, June 11, 2019

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

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before 11:00 A.M. on the date specified for opening, and in an envelope clearly marked: "SEALED BID FOR THE LOGAN HILL ROAD MP 0.49 SLIDE REPAIR PROJECT – SM15F400770049, FEMA PROJECT NO. DR 4253-PW-00102, TO BE OPENED ON OR AFTER 11:00 A.M. ON TUESDAY, JUNE 11, 2019."

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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.

PROPOSAL

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

This certifies that the undersigned has examined the location of the Logan Hill Road MO 0.49 Slide Repair Project, SM 15F400770049, 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	Items, all extensions, and total amount of did shall be shown: All entries must b ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS	
1		MOBILIZATION LUMP:		\$	
2	0.34 ACRE	CLEARING AND GRUBBING	\$	\$	
3	3,091 C.Y.	STRUCTURE EXCAVATION CL. B, INCL. HAUL	\$	\$	
4	639 TON	BALLAST	\$	\$	
5	3,868 TON	HEAVY LOOSE RIPRAP	\$	\$	
6	90 TON	STREAMBED SEDIMENT	\$	\$	
7	405 L.F.	UNDERDRAIN PIPE 6 IN. DIAM.	\$	\$	
8	105 L.F.	SCHEDULE A CULV. PIPE 18 IN. DIAM.	\$	\$	
9	1 L.S.	TEMPORARY STREAM DIVERSION	LUMP SUM	\$	
10	234 TON	CRUSHED SURFACING BASE COURSE	\$	\$	
11	68 TON	CRUSHED SURFACING TOP COURSE	\$	\$	
12	15 TON	SHOULDER FINISHING	\$	\$	
13	156 TON	COMMERCIAL HMA	\$	\$	
14	35 EACH	LARGE WOODY DEBRIS WITH ROOT WAD \$		\$	
15	210 L.F.	FOOTER / RACK LOG	\$	\$	
16	15 DAY	ESC LEAD	\$	\$	
17	0.25 ACRE	SEEDING AND MULCHING	\$	\$	
18	1 EST.	EROSION/WATER POLLUTION CONTROL	ESTIMATED	\$2,500.00	
19	341 L.F.	HIGH VISIBILITY SILT FENCE	\$	\$	
20	438 L.F.	REMOVING GUARDRAIL	\$	\$	
21	325 L.F.	BEAM GUARDRAIL TYPE 31 8 FT. LONG POST	\$	\$	
22	100 L.F.	BEAM GUARDRAIL TYPE 31 9 FT. LONG POST	\$	\$	
23	1 EACH	BEAM GUARDRAIL ANCHOR TYPE 10	\$	\$	
24	1 L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	\$	
25	225 S.F.	CONSTRUCTION SIGNS CLASS A	\$	\$	
26	0 EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATED	\$0.00	
27	1 L.S.	SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN	LUMP SUM	\$	
			TOTAL BID	\$	

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H Revised 10/94

PROPOSAL - SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH IN THE AMOUN	T OF
CASHIER'S CHECK	DOLLARS
CERTIFIED CHECK [(\$) P	AYABLE TO THE LEWIS COUNTY TREASURER
PROPOSAL BOND IN THE AMOUN	T OF 5% OF THE BID
** Receipt is hereby acknowledged of addendum(s) No.(s),, &
SIGNATURE OF AUTHORIZED OFFICE	AL(S)
Proposal Must be Signed	
Firm Name	
Address	
Telephone No.	
State of Washington Contractor's License No.	
Unified Business Identifier (U.B.I.) No.	
Federal ID No.	

Note:

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

*Attach Power of Attorney



Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, County Engineer

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.			
I certify under penalty of perjury under the laws of the St is true and correct.	tate of Washington that the foregoing		
Bidder's Business Name			
Signature of Authorized Official*			
Printed Name			
Title			
Date City	State		
Check One:			
Sole Proprietorship \square Partnership \square Joint Venture \square	Corporation		
State of Incorporation, or if not a corporation, State where	e business entity was formed:		
If a co-partnership, give firm name under which business is	s transacted:		
* If a cornoration, proposal must be executed in the cornorate p	name hu the president or vice-president		

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

APPENDIX D

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and	d entered into this day of	, 2019, between the BOARD OF
COUNTY COMMISSIONERS of	LEWIS COUNTY, State of Washin	gton, acting under and by virtue of RCW
36.77.040, hereinafter called		
the Board, and	of	
for sel, heirs, executors, adm	ninistrators, successors and assigns, he	reinafter 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 *** Logan Hill Road MP 0.49 by excavating slide material, constructing stabilized riprap slopes, HMA road restoration, crushed surfacing, guardrail, constructing stream bank protection with large woody material, installation of culverts, underdrains, hydroseeding and planting trees *** and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

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

- 2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.
- 3. The Contractor for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- 4. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

	By:		
	Contractor		
PPROVED AS TO FORM:	Performance of foregoing contract assured in accordance with the terms of the accompanying bond.		
ONATHAN L. MEYER, Prosecuting Attorney	Dated:, 2019 By: Surety		
By: Civil Deputy	By:Attorney-in-fact		
	APPROVED:		
	County Engineer		

Contract - 2

CONTRACT BOND FOR LEWIS COUNTY, WASHINGTON

thereof.

WE,(Insert legal name of Contractor)	d/b/a (Insert trade name of Contractor, if any)
(hereinafter "Principal"), andunto LEWIS COUNTY, WASHINGTON (hereinafter "County"), as Oblige America) equal to the total compensation and expense reimbursement payable work under Contract No. SM15F400770049, DR 4253-PW-00102, between I	e to Principal for satisfactory completion of Principal's
), for the payment of which sum Principal and Surety
bind themselves, their executors, administrators, legal representatives, success presents. Said contract (hereinafter referred to as "the Contract") is for the L	sors and assigns, jointly and severally, firmly by these
made a part hereof by this reference. The Contract includes the original agree part thereof and amendments, change orders, and any other document modifying	

Bond No.

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. SM15F400770049, DR 4253-PW-00102 between the below-named Contractor and County for the Logan Hill Road MP 0.49 Slide Repair Project, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

- (6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.
- (7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's <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(Signature of Attorney-in-Fact)	By:(Signature of authorized signer for Contractor)	_
(Type or print name of Attorney-in-Fact)	(Type or print name of signer for Contractor)	
(Type or print telephone number for Attorney-in-Fact)	(Type or print title of signer for Contractor)	_
STATE OF) ss: ACCOUNTY OF)	CKNOWLEDGMENT FOR CONTRACTOR	
On this day of,, before me a nota sworn, personally appeared signed and sealed said the foregoing bond for the uses and purposes therein ment	tary public in and for the State of, duly com, the person described in and who executed the foregoin id bond as the free and voluntary act and deed of the Contractioned, and on oath stated that is authorized to executial seal hereto affixed the day and year in this certificate first	amissioned and ag bond, and or so identified in the said bond for the above written.
(Signature of Notary Public) Notary Public in and for the State of	(Print or type name of Notary Public) residing at	
STATE OF) ss: AC	CKNOWLEDGMENT FOR SURETY	
stated that is authorized to execute said bond on be	notary public in and for the State of, duly co, Attorney-in-Fact for the Surety that executed the foregoi and deed of the Surety for the uses and purposes therein ment shalf of the Surety, and that the seal affixed on said bond or the SS my hand and official seal hereto affixed the day and year in	he annexed Power
	(Print or type name of Notary Public)	Notary Public
in and for the State ofresiding at My commission expires	SEAL →	

POWER EQUIPMENT LIST

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

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

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

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

APPENDIX E

GEOTECHNICAL ENGINEERING REPORT PERMITTING DOCUMENTS



Geotechnical Engineering Report

Logan Hill Landslide Logan Hill Road Lewis County, Washington

Prepared for: Lewis County, Washington Public Works Department 2025 NE Kresky Avenue Chehalis, Washington 98532



February 7, 2017

Geotechnical Engineering Report Logan Hill Road Landslide Logan Hill Road Lewis County, Washington

Prepared for: Lewis County, Washington Public Works Department 2025 NE Kresky Avenue Chehalis, Washington 98532

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1.0 INTRODUCTION

1.1 General

This report presents the results of the PBS Engineering and Environmental Inc. (PBS) subsurface exploration and geotechnical analysis for a landslide that occurred in late December 2015 on Logan Hill Road (site) in Lewis County, Washington.

Lewis County (County) requested PBS further investigate the landslide and provide mitigation alternatives. The general site location is shown on the Vicinity Map, Figure 1. The location of our explorations in relation to the existing site features is shown on the Site Plan, Figure 2.

1.2 Purpose and Scope

The purpose of PBS' services was to provide geotechnical engineering recommendations in support of mitigating the Logan Hill Road landslide. The following scope of services was provided.

1.2.1 Data Review and Site Reconnaissance

We reviewed various published geology and geologic hazard maps, Light Detection and Ranging (LiDAR) and aerial imagery, and topographic survey maps of the area prior to performing a site reconnaissance. PBS' geologic reconnaissance was performed by traversing the slope and noting visible geologic features such as outcrops, scarps, cracks, springs, telltale vegetation, and similar physical features that are indicative of slope instability. These features are discussed in Section 2.2 of this report and documented in photos (refer, Appendix C).

1.2.2 Subsurface Exploration

PBS completed three borings at the site. The borings were advanced to depths up to 41.5 feet below the existing ground surface (bgs) on Logan Hill Road near the head of the landslide. The borings were logged and representative soil samples were collected by a PBS engineer and engineering geologist. The interpreted boring logs are included in Appendix A – Field Explorations.

1.2.3 Soils Classification/Laboratory Testing

Samples were returned to our laboratory and classified in general accordance with ASTM D 2488 using the Unified Soil Classification System (USCS), Visual-Manual Procedure. "General accordance" means that certain local and common drilling and descriptive practices and methodologies have been followed.

Laboratory tests included natural moisture contents, Atterberg limits, grain-size analysis, and a residual direct shear. Laboratory test results are presented in Appendix B – Laboratory Test Results.

1.2.4 Geotechnical Engineering Analysis

The data collected during the subsurface exploration, literature research, and laboratory testing were analyzed for geotechnical issues related to slope stability.

1.2.5 Report Preparation

This Geotechnical Engineering Report summarizes the results of our explorations, laboratory testing, analyses, and interpretations including information relating to the following:

- Boring logs and approximate boring locations
- · Data review analysis and site reconnaissance
- · Soil and rock classification/laboratory test results
- Slope stability and mitigation design option recommendations

1.3 Project Understanding

PBS understands that the observed slope failure occurred during a high-water event in the adjacent creek, near the outside bend in late December 2015, primarily on public property south of Logan Hill Road, with the headscarp extending along the south side of the road. Based on observations during our site reconnaissance, it is not clear if the toe of the slope had been eroded previously or occurred as a result of the high-water event. Erosion as well as saturation from groundwater and the creek may have contributed to the observed slope failure. On December 23, 2015, PBS met with County engineers to discuss the project and perform an initial site visit. The County was considering solutions to address the problem during our site visit.

1.4 Field Exploration

On February 10 and 11, 2016, PBS completed three borings, designated B-1 through B-3, to depths of up to approximately 41.5 feet bgs (refer, Figure 2). Hard Core Drilling, Inc., of Dundee, Oregon, advanced the borings using mud-rotary drilling techniques; samples were collected at 2.5-foot intervals to 10 feet bgs and at 5-foot intervals thereafter. Both boring B-1 and B-3 were drilled along the south side of Logan Hill Road and boring B-2 was drilled on the outside of the landslide on the north side. Field exploration methods and the interpreted boring logs are presented in Appendix A.

1.5 Laboratory Testing

Soil samples obtained during our explorations were taken to the laboratory to aid in classification and to evaluate their general physical characteristics and engineering properties. Laboratory soil testing included soil moisture contents, Atterberg limits, and grain-size analysis; residual direct shear testing was performed on an undisturbed soil sample. Select laboratory test results are included on the boring logs in Appendix A. The laboratory testing methods and complete test results are presented in Appendix B.

1.6 Vibrating Wire Piezometer and Inclinometer Installations

Inclinometer casing was installed in borings B-1 and B-2 to depths of up to approximately 40 feet bgs to allow measurement of long-term slope displacements. In addition, one vibrating wire pressure transducer with attached data logger was installed in each boring at depths of approximately 24 feet bgs and 40 feet bgs to measure the long-term trend in groundwater depth and fluctuations. Time-Domain Reflectometry (TDR) cable was installed along the exterior of the inclinometer casing. Initial readings were collected in May 2016 at the time of explorations. Additional readings can be collected following a significant rainfall event or following any observed changes to the road surface that might indicate on-going or additional movement has occurred. At least one set of readings should be collected during the winter months.

2.0 SITE CONDITIONS

2.1 Geologic Setting

The project site is located on the west side of Logan Hill, near the City of Chehalis (refer, Figure 1) and within the western foothills of the southern portion of the Cascade Mountains, which consists predominantly of Cenozoic volcanic rocks and associated deposits. Basalts of the

Columbia Basin lap onto the southern Cascades to the east, and the Puget Lowland is situated to the west. To the south, the Cascade Range is severed by the gorge of the Columbia River.

Beginning in the early Pleistocene (approximately 1.8 million years ago), the region immediately north of the project area was subjected to several periods of extensive continental and alpine glaciations. The most recent continental glaciation (Fraser) reached its maximum southern extent about 15,000 years ago extending as far as the town of Littlerock, about 15 miles north of the project site.

During the Pleistocene glaciations, the combination of massive melt water accumulation from the Puget Sound and sediment-laden glacial melt waters is thought to have dammed the flows of the upper Chehalis River near Centralia. This dam backed up the valleys along the Chehalis River, Salzer Creek, and Newaukum River for several miles. The impounded water formed a lake known as Glacial Lake Chehalis. Fine-grained glaciolacustrine deposits accumulated in the lake that reached an approximate thickness of 30 to 40 feet (Weigle and Foxworthy, 1962).

Locally the site is mapped as Pleistocene Logan Hill Formation (Qlh) (Figure 3, Geologic Map). The Qlh Formation consists of alpine outwash sand and gravel mantled with silt and clay that is stained reddish brown and completely weathers to clay near the surface.

2.2 Data Review and Site Reconnaissance

2.2.1 Data Review

Published geologic and geologic hazard maps, LiDAR and aerial imagery, and topographic maps for the project area were reviewed. The evaluations of the different maps and imagery were compared to each other for consistencies.

Fiksdal (1978) used primarily data obtained from low and high altitude aerial photograph review, literature review, and reconnaissance field mapping (Figure 4, Slope Stability Map) to identify slope instabilities. The project area is shown as Old Landslides (Ols), including Logan Hill Road and the property to the north and south. Areas above the property to the north and beyond the creek to the south have been classified as Stable (S). The distinction between Old Landslides and Stable coincide with the geology mapped unit surface contacts of Quaternary landslide debris (Qls) and Logan Hill Formation (Qlh), respectively. An Old Landslide is an area generally considered relatively stable but with engineering studies recommended for slopes over 30 percent, and Stable are areas with little or no slope.

2.2.2 Site Reconnaissance

A licensed engineering geologist (LEG) from PBS performed a site reconnaissance on May 23, 2016, to observe the roadway condition and, to the extent possible, identify landslide-related features. The site reconnaissance was performed by walking along Logan Hill Road and where accessible, along the roadway embankment south of the road, traversing the slopes, noting visible features such as scarps, cracks, springs, hummocks, vegetation, and the general geomorphology that may be indicative of ground movement (Appendix C - Site Photographs). Due to the heavy vegetation, observing the presence of surface cracks and seeps outside the immediate vicinity of the scarp was difficult.

Table 1. Site Reconnaissance Observations

Area	Photograph Number	Observation		
Logan Hill Road	1	[Left] Looking east toward the scarp and slope failure. Observed cracks had been sealed and voids filled with coldmix asphalt concrete. [Right] Standing at the slope failure looking west along the south side of Logan Hill Road. The scarp extends into the roadway pavement between the fog line and face of guardrail.		
Landslide Scarp	2, 3, 4	[Left] At the failure looking west along the guardrail. Scarp and cracking visible. [Right] At the failure looking east along the scarp. It begins to curve south, away from Logan Hill Road, along the private gravel driveway. Looking west along the scarp from below, standing on an apparent "bench" created when the roadway shoulder dropped. The eastern portion of the scarp extending toward the private driveway. Compare to Photo 2 [Right].		
Landslide Toe	5	It is not clear whether the large fir tree immediately north of the creek fell first, possibly contributing to the cause of the observed slope failure, or if it fell as a result of the slope failure. The large root wad is visible to the left and the resulting void and exposed soil is visible to the right.		

2.3 Subsurface Conditions

Subsurface conditions at the site were explored by drilling three borings (designated as B-1 through B-3) at the approximate locations shown on Figure 2. Based on our interpretation, boring B-1 was drilled within the landslide and B-2 on the outside of the head scarp. The boring logs summarizing the subsurface conditions encountered are presented in Appendix A as Figures A1 through A3.

The summary of the subsurface units below the existing ground surface encountered in the borings are as follows:

ASPHALT/ROAD BASE:	Asphalt Concrete (AC) – 4 to 8.5-inches thick; the base course below the AC varied from 14 to 27.5-inches thick and consisted of crushed rock.
	crushed rock.

Qlh LOGAN HILL
FORMATION:

Below the base course to depths of up to 20.5 feet bgs borings encountered Quaternary Logan Hill Formation (Qlh), sandy CLAY (CL), and clayey SAND (SC) with gravel. Consistencies of the CL ranged from from soft to very stiff with N-values between 3 and 18 blows per foot, and relative densities of the SC were loose to medium dense with N-values between 8 and 23.

Twk WILKES FORMATION:

Below the Logan Hill Formation, the Tertiary Wilkes Formation was encountered and consisted of fat CLAY (CH) and lean CLAY (CL), which then graded to a poorly-graded sand to the depths explored. Consistencies varied from medium stiff to very stiff and relative densities ranged from medium dense to very dense.

2.4 Groundwater and Piezometer Installation

Groundwater readings were not measured directly during drilling due to the use of mud-rotary drilling techniques to advance the borings. Vibrating wire piezometers with data loggers were installed in B-1 and B-2 to depths of 24 feet bgs and 40 feet bgs, respectively, to monitor long-term groundwater depths.

Please note that groundwater levels can fluctuate during the year depending on climate and other factors. Generally, the highest groundwater levels occur in late winter and early spring and the lowest levels in late summer and early fall.

2.5 Inclinometer Installations

Inclinometer casings were installed in B-1 and B-2 to depths of 24 feet and 40 feet bgs, respectively, and consist of 2.75-inch outside diameter (OD) polyvinyl chloride (PVC) casing. The initial reference (baseline) and first reading measurements of the inclination of the inclinometer casings were performed on June 2, 2016, using a Slope Indicator Model 28120 electronic inclinometer probe coupled with a DigiTilt DataMate data recording readout unit. The boring logs presented in Appendix A show the instrument casing installation details.

2.6 Time Domain Reflectometry

Time Domain Reflectometry (TDR) cable was attached to the inclinometer casing's exterior (B-1 and B-2) along the A-axis interior track of the PVC pipe and grouted vertically in the bore hole for B-3. In the event the landslide displacement shears the inclinometer casings making them unusable, the TDR can be used to collect data related to the location and relative displacement at the instrument location. A Campbell Scientific TDR100 Time Domain Reflectometer is used to test the RG59/U coaxial TDR cable.

In TDR, a cable tester sends a voltage pulse waveform down a cable grouted in a borehole. If the pulse encounters a change in the characteristic impedance of the cable, it is reflected. This can be caused by a crimp, a kink, the presence of water, or a break in the cable. The cable tester compares the returned pulse with the emitted pulse, and determines the reflection coefficient of the cable at that point.

Electrical energy travels at the speed of light in a vacuum, but travels somewhat slower in a cable. This is called the velocity of propagation. When the propagation velocity of a particular cable is known, the distance to any cable reflection can be determined by the cable tester.

Coaxial cables are composed of a center metallic conductor surrounded by an insulating material, a metallic outer conductor surrounding the insulation, and a protective jacket. Each cable has a characteristic impedance determined by its material composition and construction. If the cable is deformed, the distances between the inner and outer conductors change. It is this change that causes a difference in the impedance, and a resulting reflection of the voltage pulse.

3.0 CONCLUSIONS AND RECOMMENDATIONS

3.1 Geotechnical Considerations

Based on our data review, field explorations, site reconnaissance, and analyses, the recent slope failure is primarily within public ROW, but extends onto adjacent private property. Activation of the landslide was likely a result of saturation from, and possibly toe erosion in, the adjacent creek immediately south of Logan Hill Road following a high-water event. Cracking observed in the eastbound lane may indicate deformation of the roadway embankment slope several hundred feet west of the observed slope failure.

Logan Hill Road traverses the toe of an area mapped as an Old Landslide and landslide debris. The recommendations included in this report address the immediate concerns related to the slope failure along the roadway embankment and do not address stabilization of the Old Landslide, which could reactivate in response to the recent failure.

Failure of the slope has resulted in a relatively vertical head scarp that extends along the fog line and immediately behind portions of the guardrail along the edge of the road. Approximately 200 linear feet of Logan Hill Road was damaged as a result of this slide. Repair of the slope to restore support for the guardrail should be completed as soon as possible. Logan Hill Road should be observed over the course of the winter for changes in the number, length, width, or offset of existing cracks. Inclinometer casing installed in two of the borings can be used to determine if the roadway embankment and/or slope failure is exhibiting on-going movement.

3.2 Slope Stability Analyses

3.2.1 Methodology

Slope stability is influenced by various factors including: 1) the geometry of the soil mass and subsurface materials, 2) the weight of soils overlying the failure surface, 3) the shear strength of soils and/or rock along the failure surface, and 4) the hydrostatic pressure (groundwater levels) along the failure surface. The stability of a slope is expressed in terms of factor of safety (FS), which is defined as the ratio of resisting forces to driving forces. At equilibrium, the FS is equal to 1.0 and the driving forces are balanced by the resisting forces. Failure occurs when the driving forces exceed the resisting forces, i.e., FS less than 1.0. An increase in the FS above 1.0, whether by increasing the resisting forces and/or decreasing the driving forces, reflects a corresponding increase in the stability of the mass. The actual FS may differ from the calculated FS due to uncertainty in soil strengths, subsurface geometry, failure surface location and orientation, groundwater levels, and other factors that are not completely known or understood. Our analyses and recommendations are based upon the assumption that subsurface conditions everywhere within the landslide mass are not significantly different from those encountered by the field explorations. Ongoing monitoring of the slope inclinometer casings and piezometers will help further correlate our model to actual, observed, subsurface conditions and slide geometry.

Slope stability analyses were performed to model the existing conditions and estimate the influence of the proposed improvement measures using the Spencer method of slices and the computer software SLIDE 6.0 by Rocscience. The relative effectiveness of the improvement is a function of the increase or decrease to the factor of safety.

3.2.2 Soil and Material Parameters

Information from the explorations and laboratory testing, as well as our previous experience on similar projects was utilized to determine appropriate material strength and unit weight

parameters for the various geologic units. Table 2 presents the soil layer designations and the physical material parameters used in our stability analyses.

Table 2. Material Properties for Slope Stability Analysis

Soil Unit	Moist Density, γ _m (pcf)	Friction Angle, φ (degrees)*	Cohesion, c (psf)*
Soft to stiff CLAY (CL)	115	29*	50
Medium dense to dense clayey SAND (SC)	115	32	0
Medium dense to dense SAND (SP)	110	35	0

^{*} Actual residual shear strengths may be lower than those developed from laboratory testing due to the possible presence of weak zones within the soil profile

The unit weights of all soils were based on the soil classifications, laboratory test results. The values for shear strength (i.e., internal angle of friction, ϕ , and cohesion, c), were based on soil types and index properties, laboratory test results, and our experience.

3.2.3 Stability Analyses

Based on the observation that slope movement occurred during or following wet conditions and high water in the adjacent creek and/or accumulation of rainfall and significant rainfall events, slope stability analyses included incrementally adjusting the groundwater elevation toward the ground surface until the resulting FS approached 1.0. Using the soil strengths indicated in Table 2 and the site topography, a groundwater elevation within approximately 5 feet of the ground surface in the slide mass, below the roadway embankment, resulted in a FS of approximately 1.0.

To evaluate the improvement from the installation of a cutoff drain, the groundwater elevation at the north side of Logan Hill Road was lowered to a depth approximately 10 feet below the existing ground surface. Using the same soil strengths and slide geometry, the FS was not increased significantly when the embankment was saturated by the creek.

Based on the results of our analyses, lowering groundwater by improving drainage will provide limited improvement to the overall stability and should not be used as the sole method to improve stability.

Installing a 5-foot thick rock buttress on the existing slope where no failure has occurred or where the slope failure occurred following the removal of soft and/or disturbed soil. The rock buttress should be installed a minimum of 3 feet below the toe of the embankment slope where the ground surface topography flattens (approximately 15 feet in elevation from top of road to base of buttress). Construction of the rock buttress will improve shear strength along the failure surface, buttress the toe of the slope, and provide drainage to help lower surface and groundwater in the vicinity of the slope. This will result in a 30% increase in the FS.

3.3 Landslide Repair Options

3.3.1 General

PBS understands that the County is seeking funding from FEMA to help fund repairs to Logan Hill Road resulting from the high-water event and subsequent landslide. The head



scarp associated with the observed slide extends from behind the guardrail into Logan Hill Road to roughly the existing fog line, but is not significantly impacting the existing drive lanes. However, due to the height and nearly vertical orientation of the scarp, the failure will likely progress further into the roadway, impacting the width of the eastbound drive lane. In addition, longitudinal cracking may indicate movement of the roadway embankment southwest of the observed landslide. The timing of the appearance of the cracks is unknown, so it is not clear if these are related to the observed slide.

Our current understanding is that the immediate need is to protect the road at the observed landslide, but mitigation options should also address the areas southwest of the observed slide, where cracking has been observed.

The planning-level cost estimates were based on a length of approximately 200 feet, which includes the identified failure as well as areas identified by surface cracking and scarps as having moved.

Construction cost estimates for repair were developed using unit costs presented in the 2003 report prepared for the City of Seattle and updated to reflect the cost in today's dollars. The range of unit costs for each alternative varies widely due to economy of scale. Larger projects result in smaller unit costs. In general, we used the higher unit costs to reflect the "relatively" small repair area and site location. For planning level purposes we have included a 30 percent contingency in addition to estimated engineering fees as a percentage of the total repair cost.

3.3.2 No Action

If nothing were to be done at the site, the landslide would likely continue to move episodically in conjunction with larger rainfall events. Depending on the degree of each failure, damage may include small displacements and cracking, to larger displacements with significant vertical offsets that require closing the road and repairing damaged utilities.

3.3.3 Drainage Improvements

Based on the results of our analyses, maintaining groundwater levels at or below depths of 10 feet bgs would only slightly improve stability of the slope during a high-water event in the adjacent creek. However, significant flow in the northern, unlined drainage ditch may contribute to the saturation of the roadway embankment soils and contribute to slope instability.

Surface and groundwater present on the north side of the roadway could be controlled by lining the existing drainage ditch and installing a trench drain. Lining the ditch would reduce infiltration from surface water runoff, while a trench drain installed in the westbound drive lane would intercept up-gradient groundwater before it could enter the slide area.

Based on the results of our stability analyses, installing a trench drain alone will not increase the factor of safety against instability to levels normally considered necessary for landslide mitigation applications. As a result, we do not recommend construction of a trench drain alone to mitigate the observed slide. However, we recommend the drainage ditch on the north side of the road be covered with a liner to reduce infiltration into the roadway embankment.

3.3.4 Buttress and Key Trench

Based on the results of our stability analyses, a rock buttress and key trench can be constructed along the southern side of the roadway embankment to increase stability of the existing slopes. Additional environmental mitigation will be required where the creek is located at the toe of the slope. Depending on the location of the existing ROW, construction may require some excavation into the existing road. The backslope of the buttress should be constructed no steeper than 1H:1V and keyed 2 to 4 feet below the toe, based on observed conditions. The base of the buttress should be a minimum of 10 feet wide and sloped at about one percent to one end of the buttress to facilitate drainage. A 6-inch diameter drain pipe should be installed at the "heal" of the buttress to collect and convey water out of the embankment fill and excavation. The drain pipe should be sloped to drain freely and be routed to a suitable, erosion-protected discharge. The height of the buttress (top of road to bottom of buttress) should be a minimum of 12 feet.

The embankment should be composed of relatively clean, angular, 8- to 12-inch-minus pit run rock. The rock should be placed in relatively horizontal lifts and tamped with an excavator bucket until seated and well-keyed.

Because construction of the buttress will require excavation below grade, the excavated soil can be used to fill the void between the face of the buttress and the southern cut slope. This fill should be placed in lifts and tamped with the excavator bucket.

Due to the proximity to the existing landslide and presence of weak soils, the buttress should be excavated in maximum 25-foot-wide segments. The next, adjacent segment should not be excavated until the previous segment has been completely backfilled.

Table 3. Buttress and Key Trench Cost Estimate

Description	Estimated Cost
Mobilization	\$10,000
Clearing and Grubbing	10,000
Removal of Structures and Obstructions	2,000
Dewatering (limited)	5,000
Excavation	10,000
Rock Fill	50,000
Lining Drainage Ditch	10,000
Temporary Traffic Control (\$1,000/day)	15,000
Environmental Mitigation Construction	35,000
Trimming and Cleanup	1,500
Minor Changes (change orders)	10,000
SPCC Plan	1,500
Additional Engineering	15,000
30% Contingency	40,000
TOTAL	\$216,000

3.3.5 Retaining Wall

A drilled shaft retaining structure would be composed of vertical drilled holes filled with concrete and reinforcing steel (H-Pile) at regular intervals (usually 6 to 8 feet) along the road. Treated timber, precast concrete panels, or shotcrete could be used as lagging to

support the backfill between piles. Depending on the location of the wall and the retained height of the backfill, it may be necessary to install tiebacks under the road to provide adequate stability. This approach would support the Logan Hill Road, but allow the soil in front of the wall to deform toward the creek without negatively impacting the road.

For preliminary design, a cantilevered wall with a retained height of 10 feet would likely require 2- to 2.5-foot-diameter piles on the order of 30 to 40 feet long. The shafts would be reinforced with a large H-Pile that would extend the full depth of the drilled shaft. The shaft would consist of structural concrete below the base of the wall and lean mix concrete above that. Installation of lagging will require some excavation between the piles and at the toe of the wall to facilitate placement of lagging, or use of cast-in-place facing.

Using specialty equipment, pile installation and the majority of the excavation could be completed from the existing roadway. A small excavator may be able to operate in front of the wall, provided construction of a temporary bench is feasible.

We estimate the wall would be a minimum of 200 linear feet with a retained height of approximately 10 feet, for a total of 2,000-square feet of cantilevered drilled shaft wall (soldier pile and timber lagging). A planning-level cost estimate for construction of a drilled shaft wall is summarized in Table 5 as follows.

Table 4. Soldier Pile and Lagging Wall Cost Estimate

Description	Estimated Cost
Mobilization	\$10,000
Clearing and Grubbing	5,000
Removal of Structures and Obstructions	2,000
Soldier Pile Wall	250,000
Temporary Traffic Control (\$1,000/day)	15,000
Planting mitigation Construction	5,000
Trimming and Cleanup	1,500
Minor Changes (change orders)	10,000
SPCC Plan	1,500
Additional Engineering	30,000
30% Contingency	95,000
TOTAL	\$425,000

3.4 Landslide Mitigation Options Summary

For comparison, considering the advantages, disadvantages, and costs for the discussed mitigation options, we have summarized our recommendations, results of our analyses, and planning-level cost estimates in Table 5. These relative costs should not be considered an engineers estimate and should only be used for high-level planning. A construction cost estimate should be developed by an estimator or contractor once the design had been completed.

Table 5: Option Advantages, Disadvantages, and Costs

Option	Advantages	Disadvantages	Cost
Do Nothing	- Limited, short-term impacts to traffic	Potential significant long- term impactsMore expensive to repair in the future	\$0
Drainage Improvements	Analyses indicated that drainag improve stability. Not feasible f	ge improvements alone will not a or slide mitigation.	dequately
Buttress and Key Trench	- Conventional construction equipment and materials - Extendable in future	 Frequent short- and long-term stoppage of traffic Additional ROW may be required May not be feasible in some areas due to proximity to existing creek. 	\$216,000
Soldier Pile and Lagging Wall	 Improved long term support of road Majority of work performed from road Low impact to existing slope Extendable in future 	- Specialty equipment - Frequent short- and long- term stoppage of traffic	\$425,000

4.0 CONSTRUCTION CONSIDERATIONS

4.1 Site Preparation

Stripped vegetation and topsoil should be transported off site for disposal or with the owner's approval, stockpiled for re-use in landscaped areas. Due to the presence of high plasticity clay soils, subgrade soils should be maintained as moist and not allowed to dry by limiting exposure times and keeping exposed soil covered. Temporary stockpiles should not be placed adjacent to cuts or fills closer than its height. Fill placed on slopes steeper than 5H:1V must be keyed/benched into the existing slopes and installed in horizontal lifts. Vertical steps between benches should not exceed 4 feet and horizontal benches should be a minimum of 4 feet wide. At no time should any materials be placed near the landslide headscarp, even temporarily, for stockpiling or staging.

4.1.1 Excavation

All excavations should be made in accordance with applicable Occupational Safety and Health Administration (OSHA) and state regulations. The contractor is responsible for adherence to the OSHA requirements. Near-surface soils at the site consist of silt, clay, and coarse-grained fill that can be excavated with conventional earthwork equipment.

Trench cuts may stand relatively vertical to a depth of approximately four feet bgs, provided no groundwater seepage is present in the trench walls. Open excavation techniques may be used provided the excavation is configured in accordance with the OSHA requirements, groundwater seepage is not present, and with the understanding that some sloughing may occur. The trench walls should be flattened if sloughing occurs or seepage is present. The use of a trench shield or other similar temporary shoring is not recommended for cuts that extend below the groundwater table or if vertical walls are desired for cuts deeper than four feet bgs without appropriate groundwater control.

4.1.2 Wet-Weather/Wet-Soil Conditions

Due to the presence of clay soils at the site, construction equipment may have difficulty operating on the near-surface soils when the moisture content of the surface soil is more than a few percentage points above optimum. Soils that have been disturbed during site preparation activities, or soft or loose zones identified during probing, should be removed and replaced with compacted structural fill.

Protection of the subgrade is the responsibility of the contractor. Construction of granular haul roads during wet weather can help reduce disturbance of site soils. The thickness of the granular material for haul roads and staging areas will depend on the amount and type of construction traffic. The actual thickness of haul roads and staging areas should be based on the contractors approach to site development and the amount and type of construction traffic. The imported granular material should be placed in one lift over the prepared, undisturbed subgrade and compacted using a smooth-drum, non-vibratory roller. A geotextile fabric should be used to separate the subgrade from the imported granular material in areas of repeated construction traffic.

4.1.3 Drain Rock

Imported granular material for the cutoff trench drain should be clean, crushed rock or crushed gravel that contains no deleterious materials and meets the requirements of WSDOT SS 9-03.12(4) – Gravel Backfill for Drains. The imported granular material should be placed in lifts of about 12 inches (loose thickness) and lightly compacted using the excavator bucket until well-keyed. Care should be taken not to over-compact the drain rock.

A non-woven, geotextile filter fabric should meet WSDOT SS 9-33.2(1) – Geotextile Properties for Class B, Moderate Survivability. The geotextile should be installed in conformance with WSDOT SS 2-12 – Construction Geosynthetic (Construction Requirements) and, as applicable, WSDOT SS 2-12.3(2) – Separation.

4.1.4 Imported Granular Material

Imported granular material used during periods of wet weather or for haul roads, staging areas, etc., should be pit or quarry run rock, crushed rock, or crushed gravel and sand and should meet the specifications provided in WSDOT SS 9-03.14(2) — Select Borrow. However, the imported granular material should also be fairly well-graded between coarse and fine material and have less than 5 percent by dry weight passing the US Standard No. 200 Sieve.

Imported granular material should be placed in lifts with a maximum uncompacted thickness of 8 to 12 inches and be compacted to not less than 95 percent of the maximum dry density, as determined by ASTM D 1557 (modified Proctor). During the wet season or when wet subgrade conditions exist, the initial lift should be approximately 18 inches in uncompacted thickness and should be compacted by rolling with a smooth-drum roller without using vibratory action.

Where imported granular material is placed over soft-soil subgrades, we recommend a geotextile be placed between the subgrade and imported granular material. Depending on site conditions, the geotextile should meet WSDOT SS 9-33.2 – Geosynthetic Properties for soil separation or stabilization. The geotextile should be installed in conformance with WSDOT SS 2-12.3 – Construction Geosynthetic (Construction Requirements) and, as applicable, WSDOT SS 2-12.3(2) – Separation or WSDOT SS 2-12.3(3) – Stabilization.

Engineering +

Environmental

4.1.5 Stabilization Material

Stabilization rock should consist of imported granular material that is well-graded, angular, crushed rock consisting of 4- or 6-inch-minus material with less than 2 percent passing the US Standard No. 4 Sieve. The material should be free of organic matter and other deleterious material.

5.0 ADDITIONAL SERVICES

Satisfactory earthwork performance depends on the quality of construction. Sufficient observation of the contractor's activities is a key part of determining that the work is completed in accordance with the construction drawings and specifications. PBS highly recommends that we be retained to observe general excavation, stripping, fill placement, subgrades, and potential indications of landslides that may not have been apparent during the site reconnaissance and subsurface investigations. Subsurface conditions observed during construction should be compared with those encountered during the subsurface explorations. Recognition of changed conditions requires experience; therefore, qualified personnel should visit the site with sufficient frequency to detect whether subsurface conditions change significantly from those anticipated.

In most cases, other services beyond completion of a geotechnical engineering report are necessary or desirable to complete the project. Occasionally, conditions or circumstances arise that require the performance of additional work that was not anticipated when the geotechnical report was written. PBS offers a range of environmental, geological, geotechnical, and construction services to suit the varying needs of our clients.

6.0 LIMITATIONS

This report has been prepared for the exclusive use of the addressee, and their engineers for aiding in the design and construction of the proposed development and is not to be relied upon by other parties. It is not to be photographed, photocopied, or similarly reproduced, in total or in part, without express written consent of the Client and PBS. It is the addressee's responsibility to provide this report to the appropriate design professionals, building officials, and contractors to assure correct implementation of the recommendations.

The opinions, comments, and conclusions presented in this report are based upon information derived from our literature review, field explorations, and laboratory testing. It is possible that soil, rock, or groundwater conditions could vary between or beyond the points explored. If soil, rock, or groundwater conditions are encountered during construction that differ from those described herein, the Client is responsible for ensuring that PBS is notified immediately so that we may reevaluate the conclusions of this report.

Unanticipated soil and rock conditions and seasonal soil moisture and groundwater variations are commonly encountered and cannot be fully determined by merely taking soil samples or soil borings. Such variations may result in changes to our recommendations and may require additional funds for expenses to attain a properly constructed project. Therefore, we recommend a contingency fund to accommodate such potential extra costs.

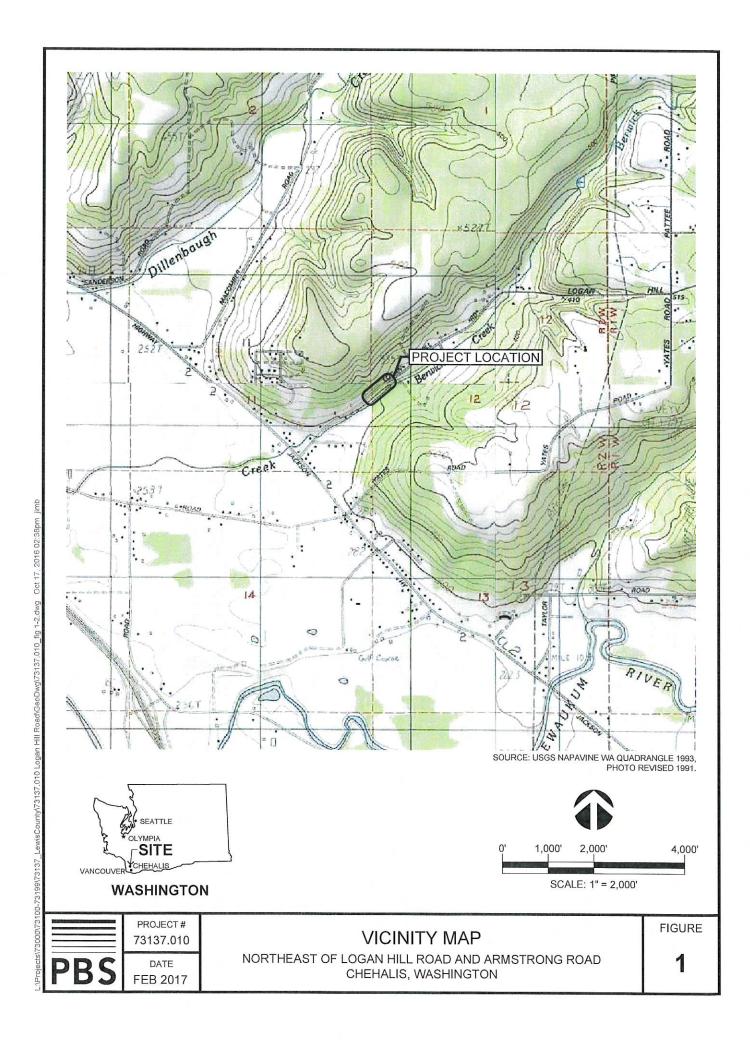
The scope of services for this subsurface exploration and geotechnical report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.

If there is a substantial lapse of time between the submission of this report and the start of work at the site, if conditions have changed due to natural causes or construction operations at or adjacent to the site, or if the basic project scheme is significantly modified from that assumed, this report should be reviewed to determine the applicability of the conclusions and recommendations presented herein. Land use, site conditions (both on- and off-site), or other factors may change over time and could materially affect our findings. Therefore, this report should not be relied upon after three years from its issue, or in the event that the site conditions change.

7.0 REFERENCES

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- Washington Department of Transportation. (2016). Standard Specifications for Road, Bridge, and Municipal Construction, M 41-10. Amended January 4, 2016
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FIGURES

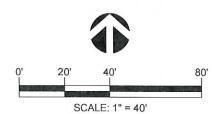




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LEGEND

⊕B-1 BORING NUMBER AND LOCATION



PROJECT# 73137.010

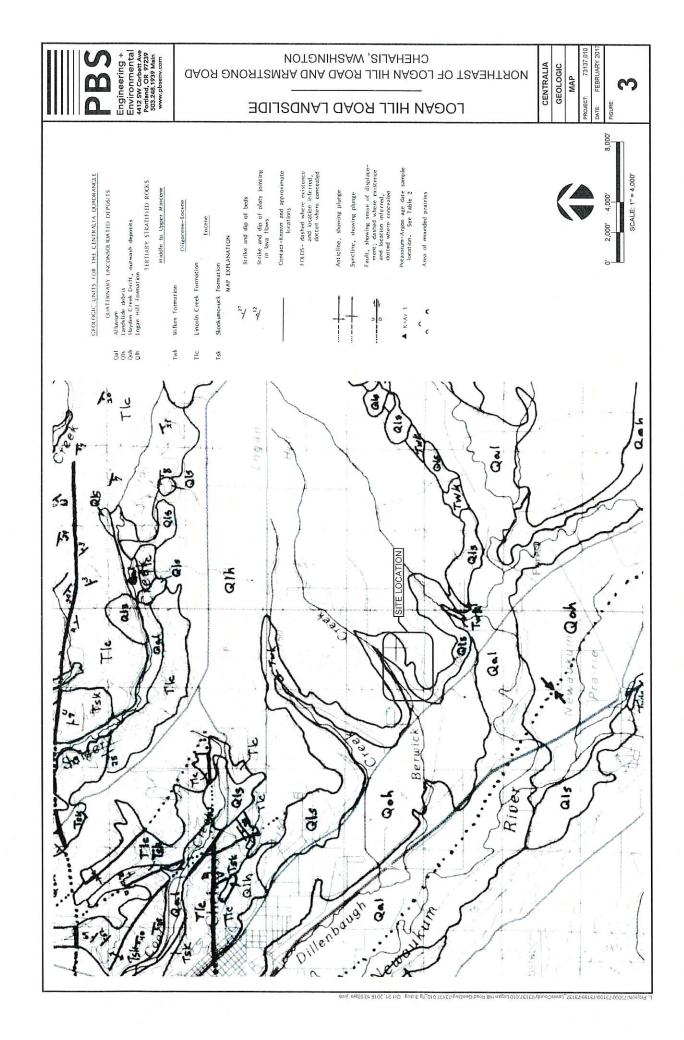
DATE FEB 2017

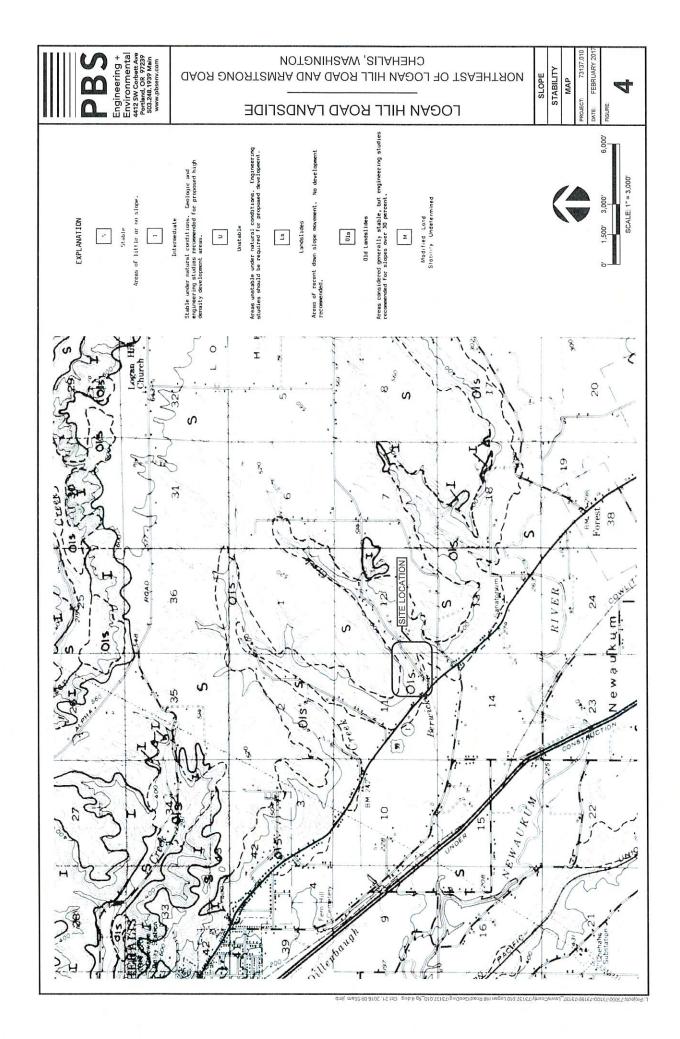
SITE PLAN

NORTHEAST OF LOGAN HILL ROAD AND ARMSTRONG ROAD CHEHALIS, WASHINGTON

FIGURE

2







PBS

PROJECT # 73137.010

DATE FEB 2017

LIDAR MAP

NORTHEAST OF LOGAN HILL ROAD AND ARMSTRONG ROAD CHEHALIS, WASHINGTON

FIGURE

5



APPENDIX A - FIELD EXPLORATIONS

A1.0 GENERAL

PBS explored subsurface conditions at the project site by advancing three borings between May 24 and 25, 2016. The approximate locations of the explorations, designated as borings B-1 through B-3, are shown on Figure 2. The procedures and techniques used to advance the borings, collect samples, and other field techniques, are described in detail in the following paragraphs. Unless otherwise noted, all soil sampling and classification procedures were performed in general accordance with applicable ASTM standards. "General accordance" means that certain local and common drilling and descriptive practices and methodologies may have been followed.

A2.0 BORINGS

A2.1 Drilling

Borings B-1, B-2, and B-3 were advanced to depths of approximately 26.5, 41.5, and 26.5 feet bgs, respectively, with a truck-mounted drill rig provided and operated by Hard Core Drilling, Inc., of Dundee, Oregon. The borings were advanced using mud-rotary drilling techniques. The borings were observed by a member of the PBS geotechnical engineering staff, who maintained detailed logs of the subsurface conditions and materials encountered during the course of the work.

A2.2 Sampling

Disturbed soil samples were taken in the borings at 2.5- to 5-foot intervals. Soil samples were obtained using a standard 2-inch OD, split-spoon sampler following procedures prescribed for the standard penetration test (SPT). Using the SPT, the sampler is driven 18 inches into the soil using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler the last 12 inches is defined as the standard penetration resistance (N-value). The N-value provides a measure of the relative density of granular soils such as sands and gravels, and the consistency of cohesive soils such as clays and plastic silts. The disturbed soil samples were examined by the PBS engineering staff and then sealed in plastic bags for further examination and physical testing in our laboratory.

Relatively undisturbed samples were also taken from the borings. The samples were obtained in 3-inch OD, thin-wall Shelby tubes by hydraulically pushing the Shelby tubes into undisturbed soil at the bottom of the borehole. The soil exposed at the end of the tubes was examined and classified. After field classification, the ends of the tubes were capped to preserve the natural moisture of the sample and were returned to our laboratory for further examination and testing.

A2.3 Boring Logs

The logs show the various types of materials that were encountered in the borings and the depths where the materials and/or characteristics of these materials changed, although the changes may be gradual. Where material types and descriptions changed between samples, the contacts were interpreted. The types of samples taken during drilling, along with their sample identification number, are shown to the right of the classification of materials. The N-values are shown further to the right.

A3.0 MATERIAL DESCRIPTION

Initially, soil samples were classified visually in the field. Consistency, color, relative moisture, degree of plasticity and other distinguishing characteristics of the soil samples were noted. Afterward, the samples were re-examined in the PBS laboratory, various standard classification



tests were conducted, and the field classifications were modified where necessary. The terminology used in the soil classifications and other modifiers are defined in Appendix A, Table A-1.

A4.0 INSTRUMENT INSTALLATIONS

Inclinometer casing was installed in B-1 and B-2 to depths of 24 feet bgs and 40 feet bgs, respectively, consisting of 2.75-inch OD by 2.32-inch inside diameter (ID) plastic casing with four equally spaced longitudinal axial grooves. During installation, the plastic casing was joined together in 10-foot sections using specially designed plastic couplings and acrylonitrile butadiene styrene (ABS) pipe cement. The casing was permanently capped at the base. The casing was placed in the boring and then carefully backfilled with grout. A reference casing groove, designated A+, was oriented in the field in the downslope direction.

GeoKon, Inc. (GeoKon), Model 4500B-350 kPa vibrating wire pressure transducers were installed, one each in borings B-1 and B-2. The transducers were secured to the outside of the inclinometer casing and lowered to depths of approximately 14 feet and 38 feet bgs, respectively. GeoKon Model 8002-1 (LC-2) data loggers were connected to the transducers and set to measure readings on a per-hour basis.

In addition, Time Domain Reflectometry (TDR) cable was attached to the inclinometer casing's exterior (B-1 and B-2) along the A-axis interior track of the PVC pipe, and grouted vertically in the bore hole for B-3, to measure deflections that would exceed the inclinometer casing capacity.



Table A-1 Terminology Used to Describe Soil

Soil Descriptions

Soils exist in mixtures with varying proportions of components. The predominant soil, i.e., greater than 50 percent based upon total dry weight, is the primary soil type and is capitalized in our log descriptions, e.g., SAND, GRAVEL, SILT or CLAY. Lesser percentages of other constituents in the soil mixture are indicated by use of modifier words in general accordance with the Visual-Manual Procedure (ASTM D2488-06). "General Accordance" means that certain local and common descriptive practices have been followed. In accordance with ASTM D2488-06, group symbols (such as GP or CH) are applied on that portion of the soil passing the 3-inch (75mm) sieve based upon visual examination. The following describes the use of soil names and modifying terms used to describe fine- and coarse-grained soils.

Fine - Grained Soils (More than 50% fines passing 0.075 mm, #200 sieve)

The primary soil type, i.e. SILT or CLAY is designated through visual – manual procedures to evaluate soil toughness. dilatency, dry strength, and plasticity. The following describes the terminology used to describe fine - grained soils, and varies from ASTM 2488 terminology in the use of some common terms.

Primary s	oil NAME, adjective	and symbols	Plasticity Description	Plasticity Index (PI)
SILT ML & MH	CLAY CL & CH	ORGANIC SILT & CLAY OL & OH		
SILT		Organic SILT	Non-plastic	0 - 3
SILT	F	Organic SILT	Low plasticity	4 - 10
SILT / Elastic SILT	Lean CLAY	Organic clayey SILT	Medium Plasticity	10 – 20
Elastic SILT	Lean/Fat CLAY	Organic silty CLAY	High Plasticity	20 - 40
Elastic SILT	Fat CLAY	Organic CLAY	Very Plastic	>40

Modifying terms describing secondary constituents, estimated to 5 percent increments, are applied as follows:

Description	% Composition
With sand; with gravel (combined total greater than 15% but less than 30%, modifier is whichever is greater)	15% to 25%
Sandy; or gravelly (combined total greater than 30% but less than 50%, modifier is whichever is greater)	30% to 50%

Borderline Symbols, for example CH/MH, are used where soils are not distinctly in one category or where variable soil units contain more than one soil type. **Dual Symbols**, for example CL-ML, are used where two symbols are required in accordance with ASTM D2488.

Soil Consistency. Consistency terms are applied to fine-grained, plastic soils (i.e., Pl ≥ 7). Descriptive terms are based on direct measure or correlation to the Standard Penetration Test N-value as determined by ASTM D1586-84, as follows. Note, SILT soils with low to non-plastic behavior (i.e. PI < 7) are classified using relative density.

Consistency	SPT N-value	Unconfined Compressive Strength		
Term		tsf	kPa	
Very soft	Less than 2	Less than 0.25	Less than 24	
Soft	2 – 4	0.25 - 0.5	24 - 48	
Medium stiff	5 – 8	0.5 - 1.0	48 – 96	
Stiff	9 – 15	1.0 - 2.0	96 – 192	
Very stiff	16 – 30	2.0 - 4.0	192 – 383	
Hard	Over 30	Over 4.0	Over 383	

Table A-1 Terminology Used to Describe Soil 2 of 2

Soil Descriptions

Coarse - Grained Soils (less than 50% fines)

Coarse-grained soil descriptions, i.e., SAND or GRAVEL, are based on that portion of materials passing a 3-inch (75mm) sieve. Coarse-grained soil group symbols are applied in accordance with ASTM D2488-06 based upon the degree of grading, or distribution of grain sizes of the soil. For example, well graded sand containing a wide range of grain sizes is designated SW; poorly graded gravel, GP, contains high percentages of only certain grain sizes. Terms applied to grain sizes follow.

Matarial	Particle Diameter		
Material	Inches	Millimeters	
Sand (S)	0.003 - 0.19	0.075 - 4.8	
Gravel (G)	0.19 - 3.0	4.8 - 75	
	Additional (Constituents	
Cobble	3.0 - 12	75 - 300	
Boulder	12 - 120	300 - 3050	

The primary soil type is capitalized, and the amount of fines in the soil are described as indicated by the following examples. Other soil mixtures will provide similar descriptive names.

Example: Coarse-Grained Soil Descriptions with Fines

5% to less than 15% fines (Dual Symbols)	15% to less than 50% fines		
GRAVEL with silt, GW-GM	Silty GRAVEL: GM		
SAND with clay, SP-SC	Silty SAND: SM		

Additional descriptive terminology applied to coarse-grained soils follow.

Example: Coarse-Grained Soil Descriptions with Other Coarse-Grained Constituents

Coarse-Grained Soil Containing Secondary Constituents		
With sand or with gravel	> 15% sand or gravel	
With cobbles; with boulders	Any amount of cobbles or	
	boulders.	

Cobble and boulder deposits may include a description of the matrix soils, as defined above.

Relative Density terms are applied to granular, non-plastic soils based on direct measure or correlation to the Standard Penetration Test N-value as determined by ASTM D1586-84.

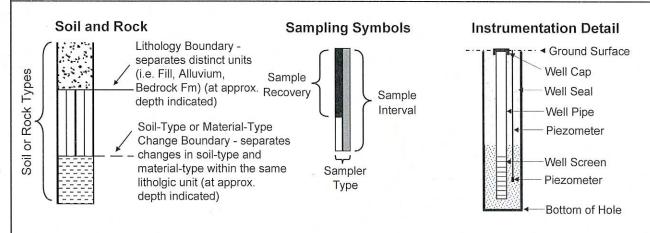
Relative Density Term	SPT N-value	
Very loose	0 - 4	
Loose	5 - 10	
Medium dense	11 - 30	
Dense	31 - 50	
Very dense	> 50	



Table A-2 Key To Test Pit and Boring Log Symbols

SYNDHIVE SEMPLES ASTING DESCRIPTIONS SEMPLE SEMPLES ASTING DESCRIPTIONS SEMPLES SEMPLES

LOG GRAPHICS



Geotechnical Testing/Acronym Explanations

PP	Pocket Penetrometer	LL	Liquid Limit
DD	Dry Density	ATT	Atterberg Limits
DCP	Dynamic Cone Penetrometer	SIEV	Sieve Gradation
TOR	Torvane	CBR	California Bearing Ratio
CON	Consolidation	OC	Organic Content
DS	Direct Shear	RES	Resilient Modulus
P200	Percent Passing U.S. Standard No. 200 Sieve	VS	Vane Shear
UC	Unconfined Compressive Strength	HYD	Hydrometer Gradation
PL	Plasticity Limit	bgs	Below ground surface
PI	Plasticity Index	MSL	Mean Sea Level

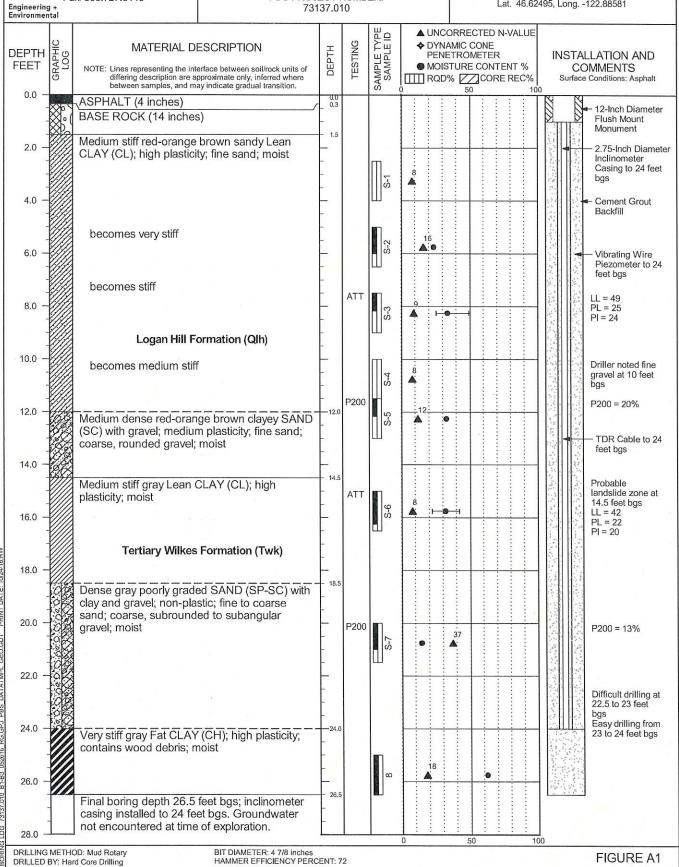
4412 SW Corbett Avenue Portland, Oregon 97239 PBS Phone: 503.248.196 Fax: 866.727.0140 Phone: 503.248.1939

LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

BORING B-1

PBS PROJECT NUMBER:

APPROX. BORING B-1 LOCATION: Lat. 46.62495, Long. -122.88581



4412 SW Corbett Avenue Portland, Oregon 97239 PBS Phone: 503,246, 10. Fax: 866,727,0140 Phone: 503.248.1939

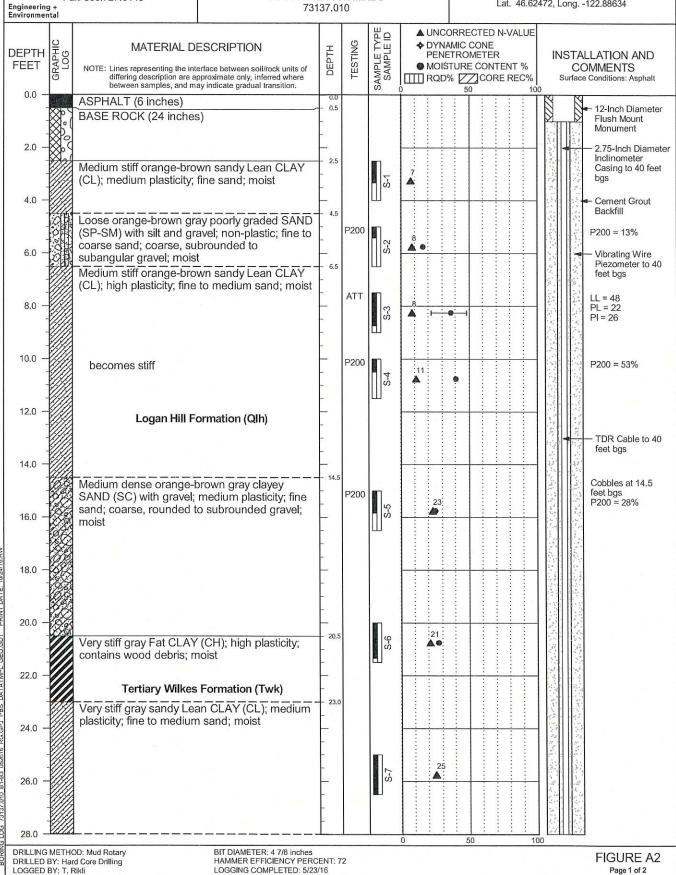
LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

BORING B-2

PBS PROJECT NUMBER: 73137.010

APPROX. BORING B-2 LOCATION: Lat. 46.62472, Long. -122.88634

Page 1 of 2



LOGGING COMPLETED: 5/23/16

PBS 4412 SW Corbett Avenue Portland, Oregon 97239 Phone: 503.248.1939 Fax: 866.727.0140

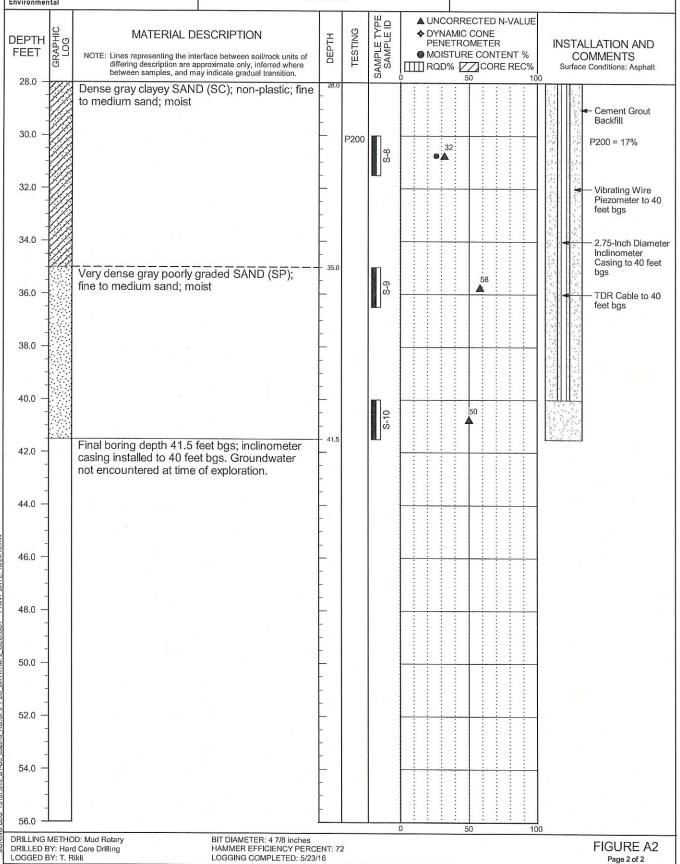
LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

BORING B-2

(continued)

PBS PROJECT NUMBER: 73137.010

APPROX. BORING B-2 LOCATION: Lat. 46.62472, Long. -122.88634



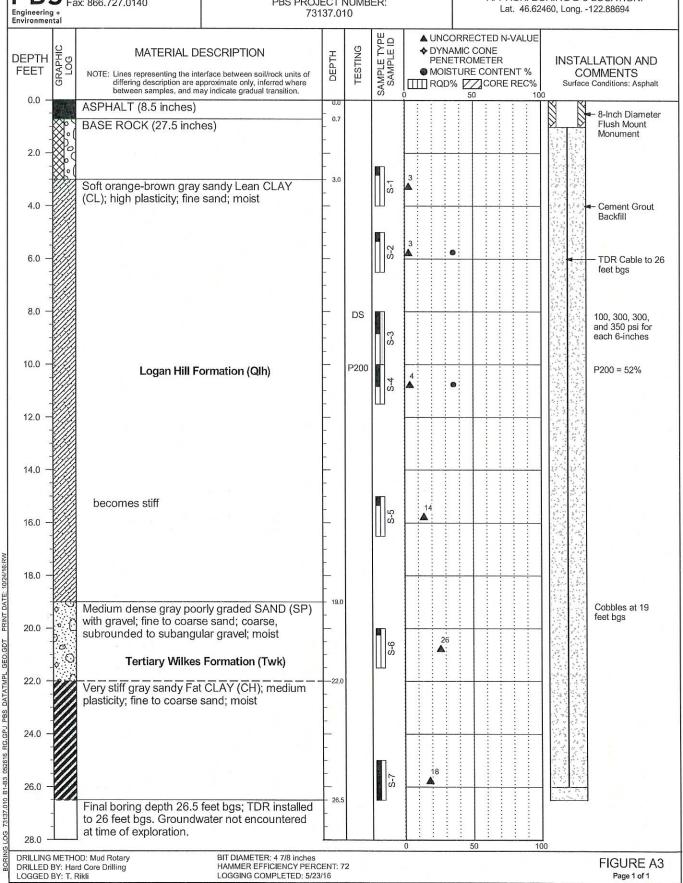
4412 SW Corbett Avenue Portland, Oregon 97239 PBS Phone: 503.248.198 Fax: 866.727.0140 Phone: 503.248.1939

LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

BORING B-3

PBS PROJECT NUMBER:

APPROX. BORING B-3 LOCATION:



APPENDIX B
Laboratory Test Results

B1.0 GENERAL

Samples obtained during the field explorations were examined in the PBS laboratory. The physical characteristics of the samples were noted and the field classifications were modified where necessary. During the course of examination, representative samples were selected for further testing. The testing program on the soil samples included standard classification tests, which yield certain index properties of the soils important to an evaluation of soil behavior and consisted of visual examination, Atterberg limits, and grain-size analyses. . In addition, a direct-shear test was performed on an undisturbed soil sample to provide data for engineering analysis. The testing procedures and results of the tests are presented in the following paragraphs. Unless noted otherwise, all test procedures were performed in general accordance with applicable ASTM standards.

B2.0 CLASSIFICATION TESTS

B2.1 Visual Classification

The soils were classified in accordance with the Unified Soil Classification System with certain other terminology, such as the relative density or consistency of the soil deposits, in general accordance with engineering practice. In determining the soil type (that is, gravel, sand, silt, or clay) the term that best described the major portion of the sample was used. Modifying terminology to further describe the samples is defined in Appendix A, Table A-1.

B2.2 Moisture Content

Natural moisture content determinations were made on samples of the fine-grained soils (that is, silts, clays, and silty sands). The natural moisture content is defined as the ratio of the weight of water to dry weight of soil, expressed as a percentage. The results of the moisture content determinations are presented on the boring logs in Appendix A, and on the Summary of Laboratory Data in Appendix B.

B2.3 Atterberg Limits

Atterberg limits were determined for select soil samples for the purpose of classifying soils into various groups for correlation. The results of the Atterberg limits tests, which included liquid and plastic limits, are presented in Appendix B, Figure B2, and on the boring logs in Appendix A.

B2.4 Grain-Size Analysis

No. 200 washes (P200s) were completed on soil samples to determine the portion of soil passing the No. 200 Sieve (i.e., silt and clay). The sieve results are presented on the boring logs in Appendix A and on the Summary of Laboratory Data in Appendix B.

B2.5 Direct Shear

A drained direct shear test was performed on an undisturbed specimen obtained from sample B-2/S-6 at 7.5 feet. The specimen was trimmed into a ¾-inch-high, 2-inch-square test block. A vertical (normal) load was applied and the sample was inundated with water. The specimen was permitted to consolidate under the applied normal load. After consolidation, the sample was then sheared laterally at a constant strain rate, which was determined by an evaluation of the observed rate of consolidation. The results of the tests are illustrated in shear stress versus normal stress plots on the graph in Appendix B, Figure B3.



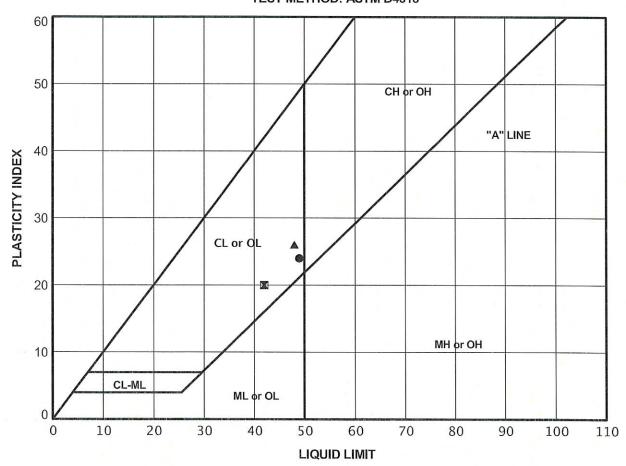
4412 SW Corbett Avenue Portland, Oregon 97239 Phone: 503.248.1939 Fax: 866.727.0140

ATTERBERG LIMITS TEST RESULTS

LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

PBS PROJECT NUMBER: 73137.010

TEST METHOD: ASTM D4318



KEY	EXPLORATION NUMBER	SAMPLE NUMBER	SAMPLE DEPTH (FEET)	NATURAL MOISTURE CONTENT (PERCENT)	PERCENT PASSING NO. 40 SIEVE (PERCENT)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
•	B-1	S-3	7.5		NA	49	25	24
	B-1	S-6	15.0		NA	42	22	20
A	B-2	S-3	7.5		NA	48	22	26
			= =					
					<u>.</u>			



4412 SW Corbett Avenue Portland, Oregon 97239 Phone: 503.248.1939 Fax: 866.727.0140

SUMMARY OF LABORATORY DATA

LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

PBS PROJECT NUMBER: 73137.010

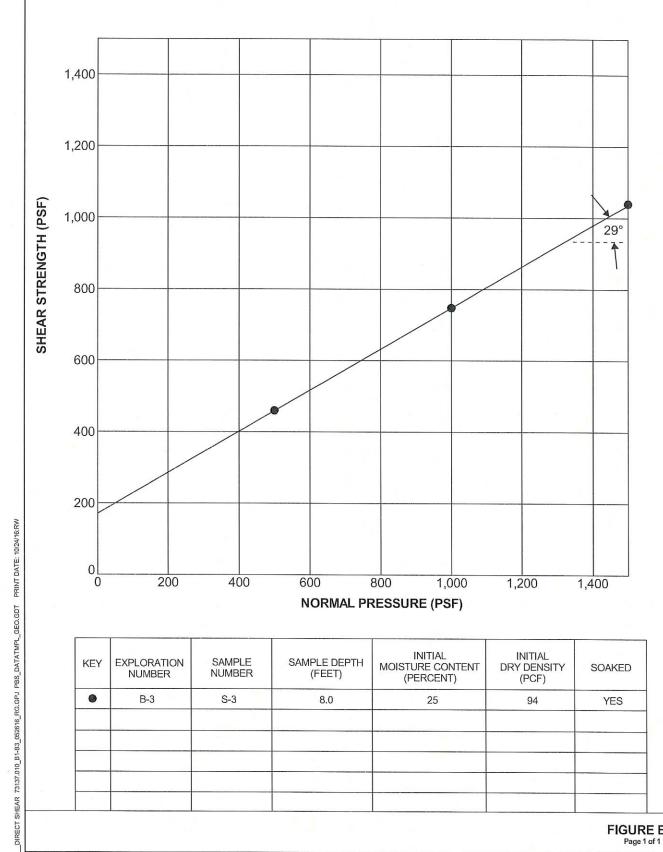
SAMPLE INFORMATION			MOISTUDE	DDV	SIEVE		ATTERBERG LIMITS				
EXPLORATION NUMBER	SAMPLE NUMBER	SAMPLE DEPTH (FEET)	ELEVATION (FEET)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	GRAVEL (PERCENT)	SAND (PERCENT)	P200 (PERCENT)	LIQUID LIMIT (PERCENT)	PLASTIC LIMIT (PERCENT)	PLASTICITY INDEX (PERCENT)
B-1	S-2	5		23.3							
B-1	S-3	7.5		33.4					49	25	24
B-1	S-5	11.5	= 1	32.5				20			
B-1	S-6	15		31.7					42	22	20
B-1	S-7	20		14.2				13			
B-1	8	25		62.3							
B-2	S-2	5		16.0				13			
B-2	S-3	7.5		36.4		1			48	22	26
B-2	S-4	10		40.2				53			
B-2	S-5	15		24.9				28			
B-2	S-6	20		27.0							
B-2	S-8	30		26.0	73			17			
B-3	S-2	5		35.3							
B-3	S-4	10		35.6				52			



DIRECT SHEAR TEST RESULTS

LOGAN HILL ROAD LANDSLIDE CHEHALIS, WASHINGTON

PBS PROJECT NUMBER: 73137.010



KEY	EXPLORATION NUMBER	SAMPLE NUMBER	SAMPLE DEPTH (FEET)	INITIAL MOISTURE CONTENT (PERCENT)	INITIAL DRY DENSITY (PCF)	SOAKED
•	B-3	S-3	8.0	25	94	YES

APPENDIX C

Site Photographs



Photo 1. [Left] Looking east at pavement cracks and scarp. [Right] Looking west at scarp



Photo 2. [Left] Looking west at scarp from below/south. [Right] Looking east along scarp



Photo 3. Looking west along scarp from below



Photo 4. Looking east along scarp, moving away from Logan Hill Road.



Photo 5. Below scarp at creek. Root wad from fallen tree to the left.

General HPA Provisions

TIMING-PLANS-INVASIVE SPECIES CONTROL

- 1. <u>Timing limitation</u>: You may begin the project on _____ and you must complete the project by .
- 2. <u>Timing limitation</u>: Work below ordinary high water line must occur between July 1st and August 31st.
- 3. Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
- 4. <u>Approved plans</u>: 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
- 5. 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 athttps://wdfw.wa.gov/publications/01490/wdfw01490.pdf.

NOTIFICATION REQUIREMENTS

- 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.
- 7. 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 Protocols (November 2012), available online at http://wdfw.wa.gov/publications/01490/wdfw01490.pdf.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. 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.

- 9. Clearly mark boundaries to establish the limit of work associated with site access and construction.
- 10. Limit the removal of bankline vegetation to the minimum amount needed to construct the project.
- 11. 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.
- 12. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
- 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, sediment- laden 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

24. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.)

IN-WATER WORK AREA ISOLATION USING BLOCK NETS

25. Isolate fish from the work area using block nets.

- 26. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility.
- 27. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets.
- 28. After the first block net is secured at the upstream end, use a second block net to herd fish downstream and out of the project area.
- 29. Install a downstream block net if fish may reenter the work area from downstream.
- 30. To anchor block nets, place bags filled with clean round gravel along the bottom of the nets.
- 31. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking
- 32. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.
- 33. Check block nets at least three times a day for entangled fish and accumulated debris.
- 34. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

- 35. 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.
- 36. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.
- 37. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.
- 38. Sequence the work to minimize the duration of dewatering
- 39. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
- 40. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.
- 41. 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.
- 42. 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.
- 43. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.

FISH LIFE REMOVAL

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

- 45. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.
- 46. Ensure block nets are placed upstream and downstream of the in-water work area before capturing and removing fish life.
- 47. Capture and safely move fish life from the work area to the nearest suitable free-flowing water. CULVERT
- 48. Install and maintain the culvert to ensure unimpeded fish passage.
- 49. 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).
- 50. Countersink the stream simulation culvert a minimum of thirty percent and a maximum of fifty percent of the culvert rise, but not less than two feet.
- 51. Size streambed material to mimic the stream's natural gradation as found in nearby reference channel reaches. Place a minimum of 24 inches deep of clean, rounded and well-graded (includes all size classes) material. Angular rock is not permitted within the channel or culvert.
- 52. The streambed must include a sinuous low-flow channel expected under common conditions in the reach and a high-flow bench on both sides of the culvert.
- 53. Protect structural fill associated with the culvert installation from erosion to the 100-year peak flow.
- 54. Approach material must be structurally stable and composed of material that if eroded into the water will not harm fish life.
- 55. 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 HPA and provide prompt repair.

DEMOBILIZATION AND CLEANUP

- 56. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
- 57. 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.
- 58. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.
- 59. 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.
- 60. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
- 61. Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife.
- 62. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

- 63. 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.
- 64. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.



NATIONWIDE PERMIT 13

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

<u>Bank Stabilization</u>. Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects (an exception is for bulkheads the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);
- (c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);
- (g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;
 - (h) The activity is not a stream channelization activity; and
- (i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a

manner, that will not be eroded by expected high flows. After construction, 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. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.) (Authorities: Sections 10 and 404)

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

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

- 1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.
- 3. <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. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. <u>Fills Within 100-Year Floodplains</u>. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
- 11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- 12. <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. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or

study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. <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. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.
- 20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If 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. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
- 22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment. (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.
- 23. <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. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.
- 26. <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. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(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. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.
- 32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
- (b) <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. Aquatic Resources Requiring Special Protection: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

NWP 3 - Maintenance

NWP 20 - Response Operations for Oil and Hazardous Substances

NWP 32 - Completed Enforcement Actions

NWP 38 - Cleanup of Hazardous and Toxic Waste

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

- 3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.
- **4.** <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. Stream Loss: A PCN is required for all activities that result in the loss of any linear feet of stream beds. No activity shall result in the loss of any linear feet of perennial stream beds or the loss of greater than 300 linear feet of intermittent and/or ephemeral stream beds. A stream may be rerouted if it is designed in a manner that maintains or restores hydrologic, ecologic, and geomorphic stream processes, provided there is not a reduction in the linear feet of stream bed. Streams include brooks, creeks, rivers, and historical waters of the U.S. that have been channelized into ditches. This condition does not apply to ditches constructed in uplands. Stream loss restrictions may be waived by the district engineer on a case-by-case basis provided the activities result in net increases of aquatic resource functions and services.
- 8. <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: None

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

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

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

- 2. **Projects or Activities Discharging to Impaired Waters**. Ecology Section 401 review is required for projects or activities authorized under NWPs if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter. To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.
- 3. Application. For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32. Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above and a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of both of these documents, Section 401 is presumed waived.
- 4. Aquatic resources requiring special protection. Certain aquatic resources are unique, difficult-to-replace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings. Ecology Section 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Seattle District Regional General Condition): (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
 - · Estuarine wetlands.
 - · Wetlands of High Conservation Value.
 - Bogs
 - Old-growth and mature forested wetlands.
 - Wetlands in coastal lagoons.
 - · Interdunal wetlands.
 - Vernal pools.
 - · Alkali wetlands.
- (b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (*Zostera marina*) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score ≥ 8 points. This State General Condition does not apply to the following Nationwide Permits: NWP 20 − Response Operations for Oil and Hazardous Substances, NWP 32 − Completed Enforcement Actions
- 5. Mitigation. Applicants are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects

requiring Ecology Section 401 review with unavoidable impacts to aquatics resources, adequate compensatory mitigation must be provided.

- (a) Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:
- i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
 - ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
 - iii. The rationale for the mitigation site that was selected.
- iv. The goals and objectives of the compensatory mitigation project.
- v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
- vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- vii. How the compensatory mitigation site will be legally protected for the long term. Refer to Wetland Mitigation in Washington State Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans. Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approach such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.
 - (b) Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.
- **6. Temporary Fills.** Ecology Section 401 review is required for any project or activity with temporary fill in wetlands or other waters of the state for more than 90 days, unless the applicant has received written approval from Ecology. Note: This State General Condition does not apply to projects or activities authorized under NWP 33, *Temporary Construction, Access, and Dewatering*
- 7. Stormwater pollution prevention: All projects that involve land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the State.
- (a) For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.
- (b) Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.
- Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.
- 8. State Section 401 Review for PCNs not receiving 45-day response from the Seattle District. In the event the Seattle District Corps does not issue a NWP authorization letter within 45 calendar days of receipt of a complete pre-construction notification, the applicant must contact Ecology for Section 401 review prior to commencing work.
- F. ECOLOGY 401 CERTIFICATION: SPECIFIC CONDITIONS FOR THIS NWP:

Certified subject to conditions.

- 1. An individual Section 401 Certification is required for new, or expansion of existing, bank stabilization in marine and estuarine waters of the Salish Sea.
- 2. Ecology Section 401 review is required for projects or activities authorized under this NWP if:
 - a. The project or activity is greater than 500 feet in length.
 - b. The project or activity has not been designed and stamped by a Professional Engineer or Engineering Geologist.
 - c. The project or activity exceeds an average of one cubic yard per running foot below the Ordinary High Water Mark or High Tide Line.
 - d. The project or activity involves discharges of dredged or fill material into special aquatic sites.

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.

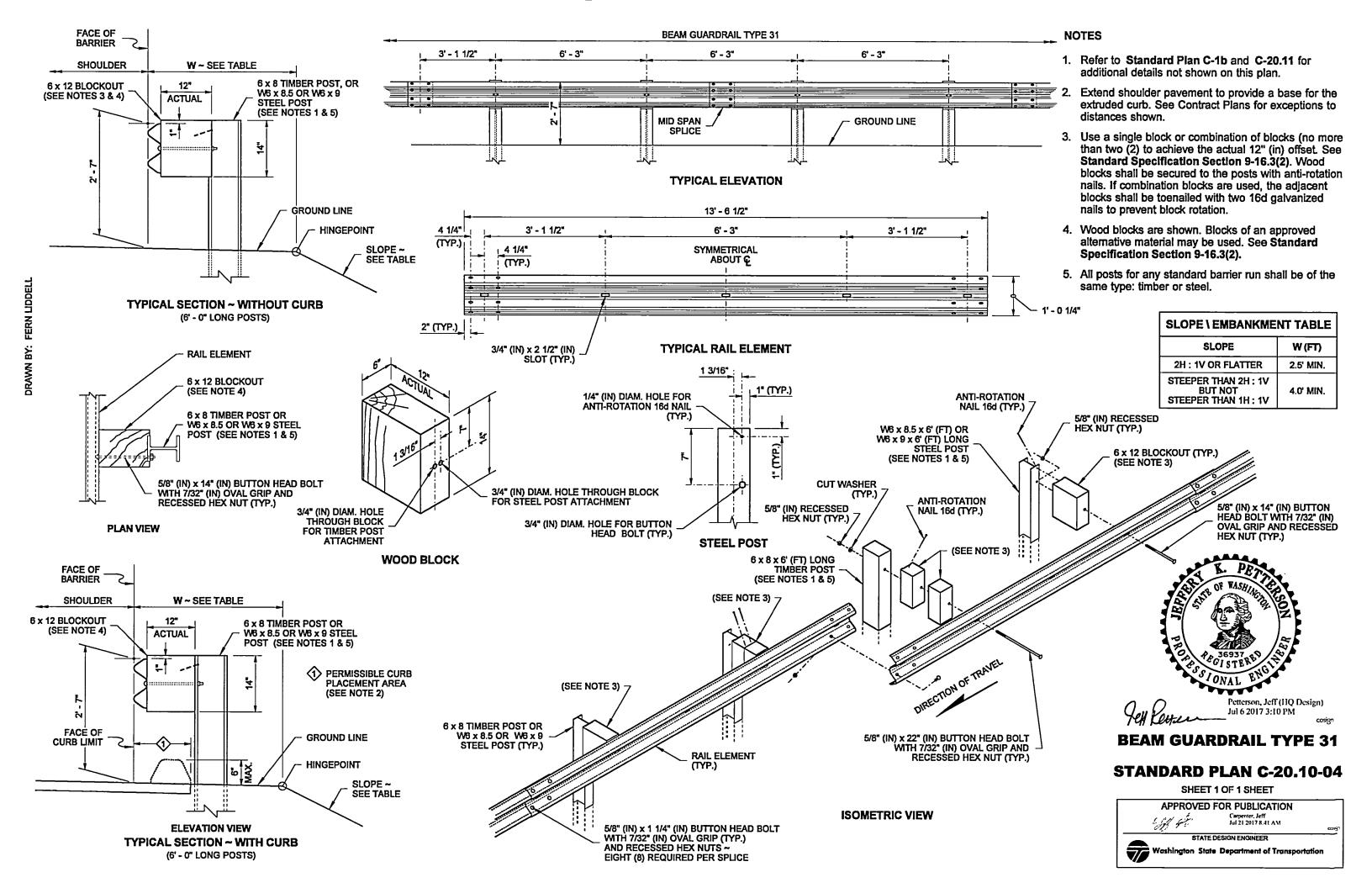
General Conditions: For Federal Permittees (Agencies)

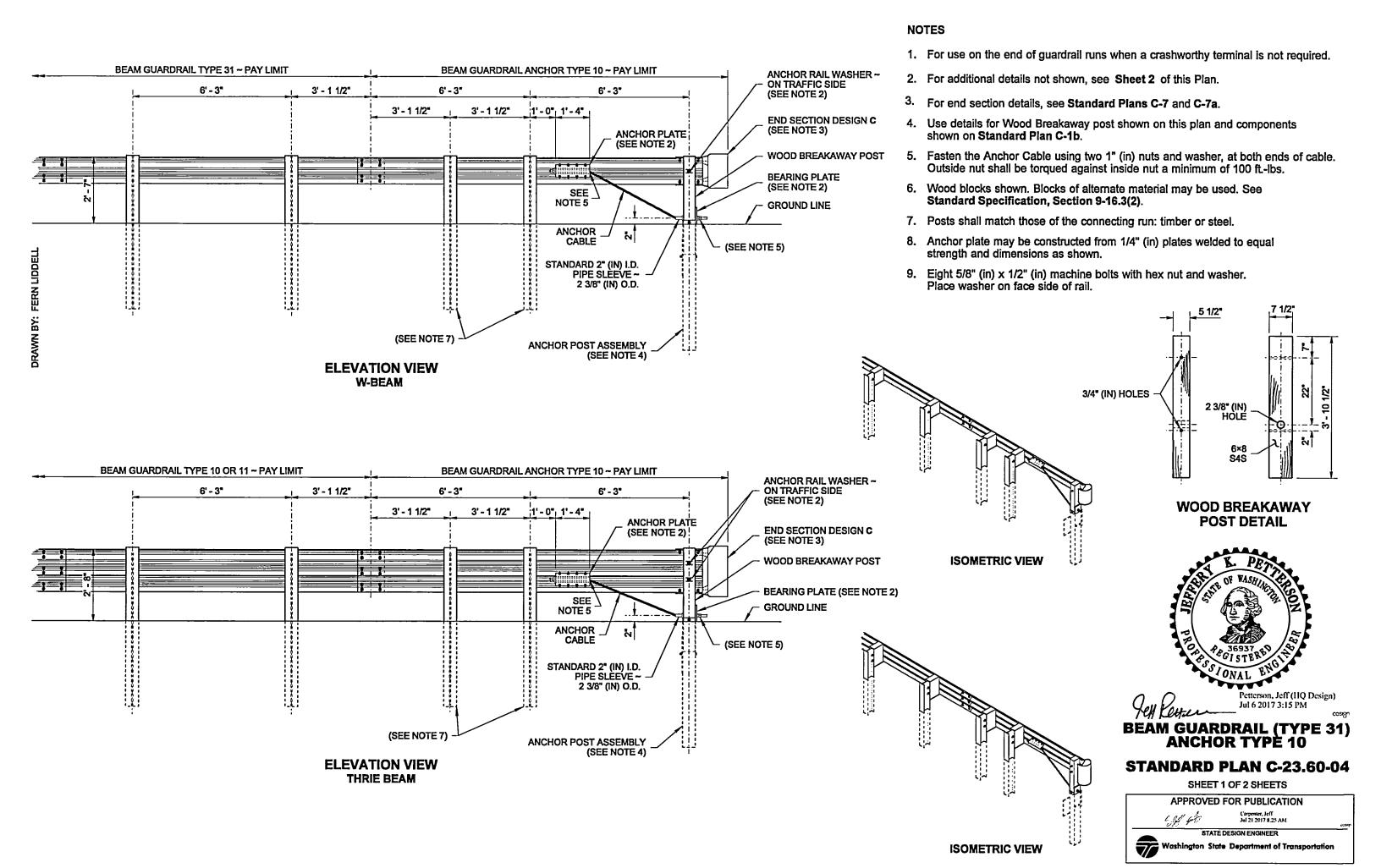
- 1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.
- 2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.

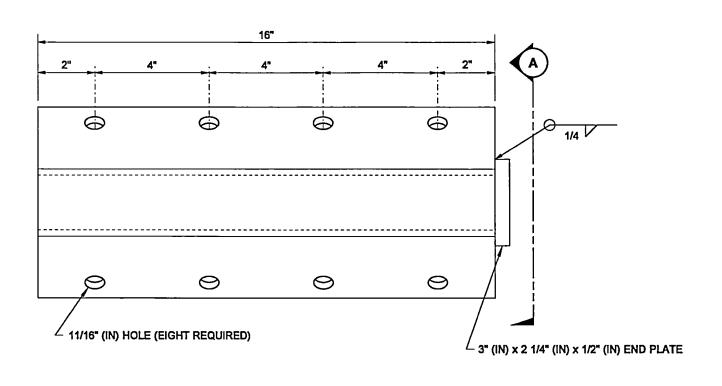
APPENDIX F

WSDOT STANDARD PLANS

CONTRACT PLANS







ELEVATION

15/16" R. (TYP.)

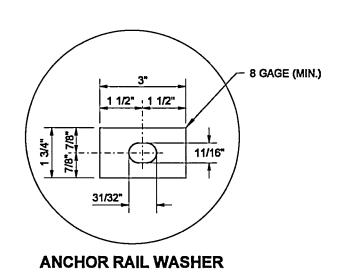
1/4"

3/8" R. (TYP.)

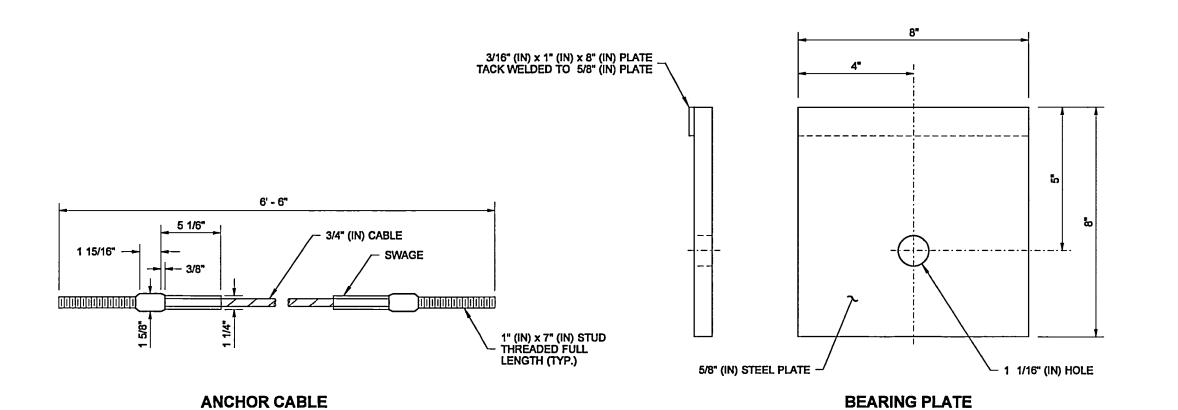
1 1/8"

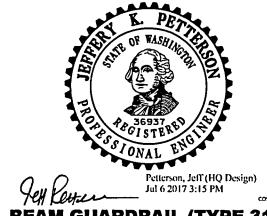
2 1/4"

SECTION A



ANCHOR PLATE (SEE NOTE 8)

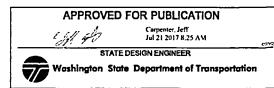




BEAM GUARDRAIL (TYPE 31) ANCHOR TYPE 10

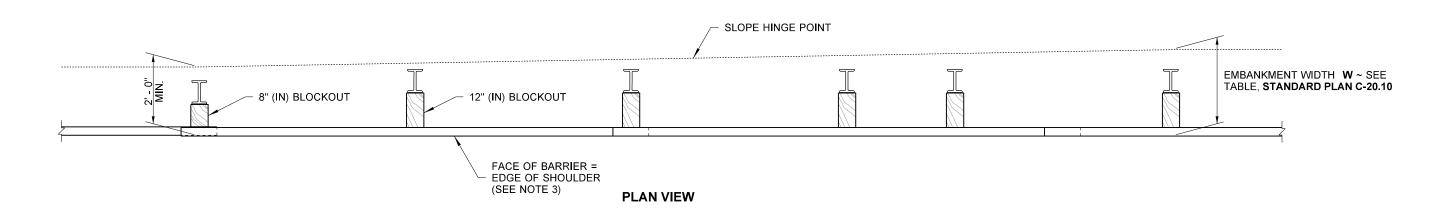
STANDARD PLAN C-23.60-04

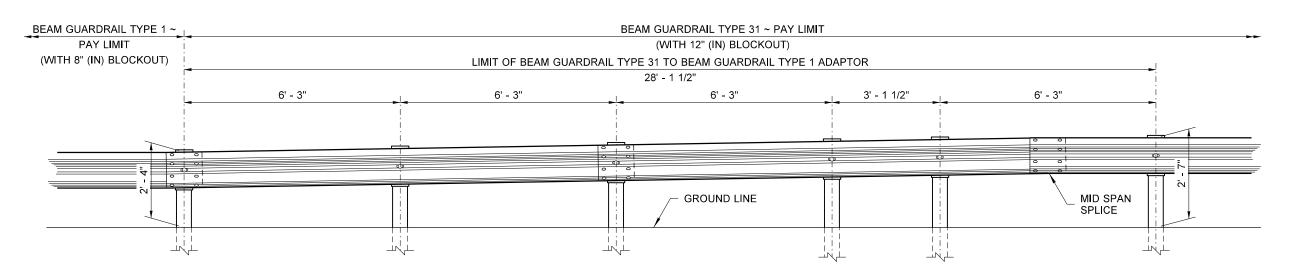
SHEET 2 OF 2 SHEETS

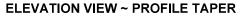


NOTES

- 1. Refer to **Standard Plans C-1** and **C-1b** for component details for Beam Guardrail Type 1 (not shown on this plan).
- 2. Refer to **Standard Plan C-20.10** for component details for Beam Guardrail Type 31 (not shown on this plan).
- 3. Accomodating the wider blockout (12" (in) width) used with Type 31 guardrail will require widening the embankment by 4" (in) or narrowing the shoulder by 4" (in).
- 4. Wood blocks shown. Blocks of alternate material may be used. See **Standard Specification 9-16.3(2).**
- 5. All posts for any standard barrier run shall be of the same type: timber or steel.









BEAM GUARDRAIL TYPE 31 TO BEAM GUARDRAIL TYPE 1 ADAPTOR STANDARD PLAN C-25.80-04

SHEET 1 OF 1 SHEET

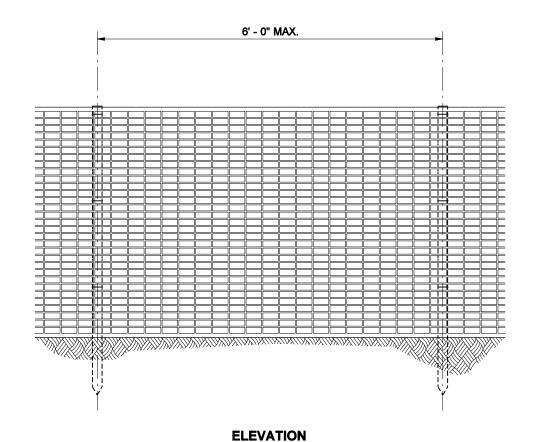
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

NOTE

1. Post shall have sufficient strength and durability to support the fence through the life of the project.



VERTICAL POST

ELEVATION
FENCE ON SLOPE

PROTECTED ALL WORK AREA



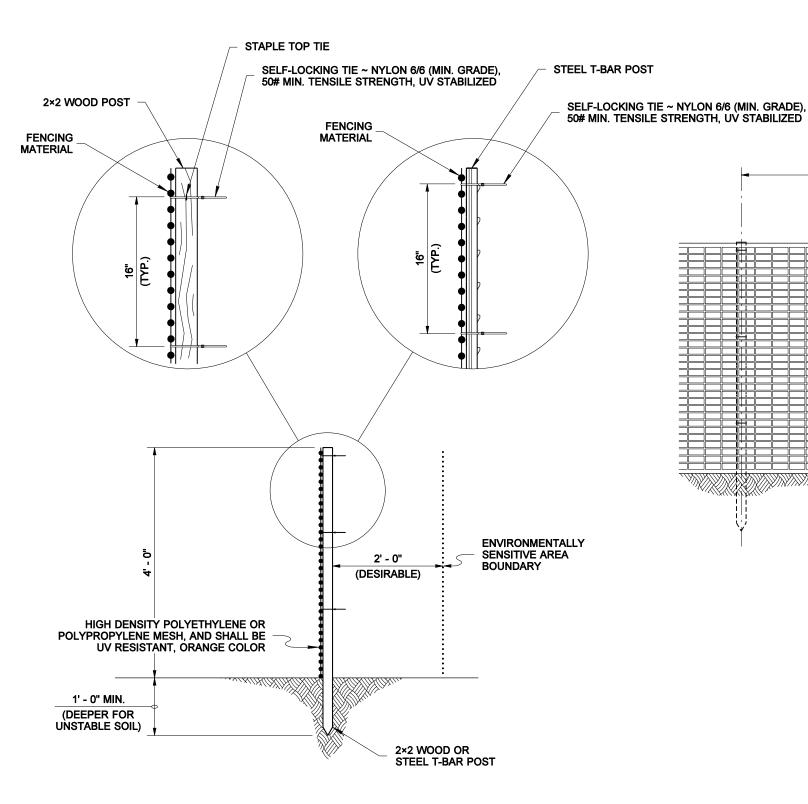
HIGH VISIBILITY FENCE STANDARD PLAN I-10.10-01

SHEET 1 OF 1 SHEET

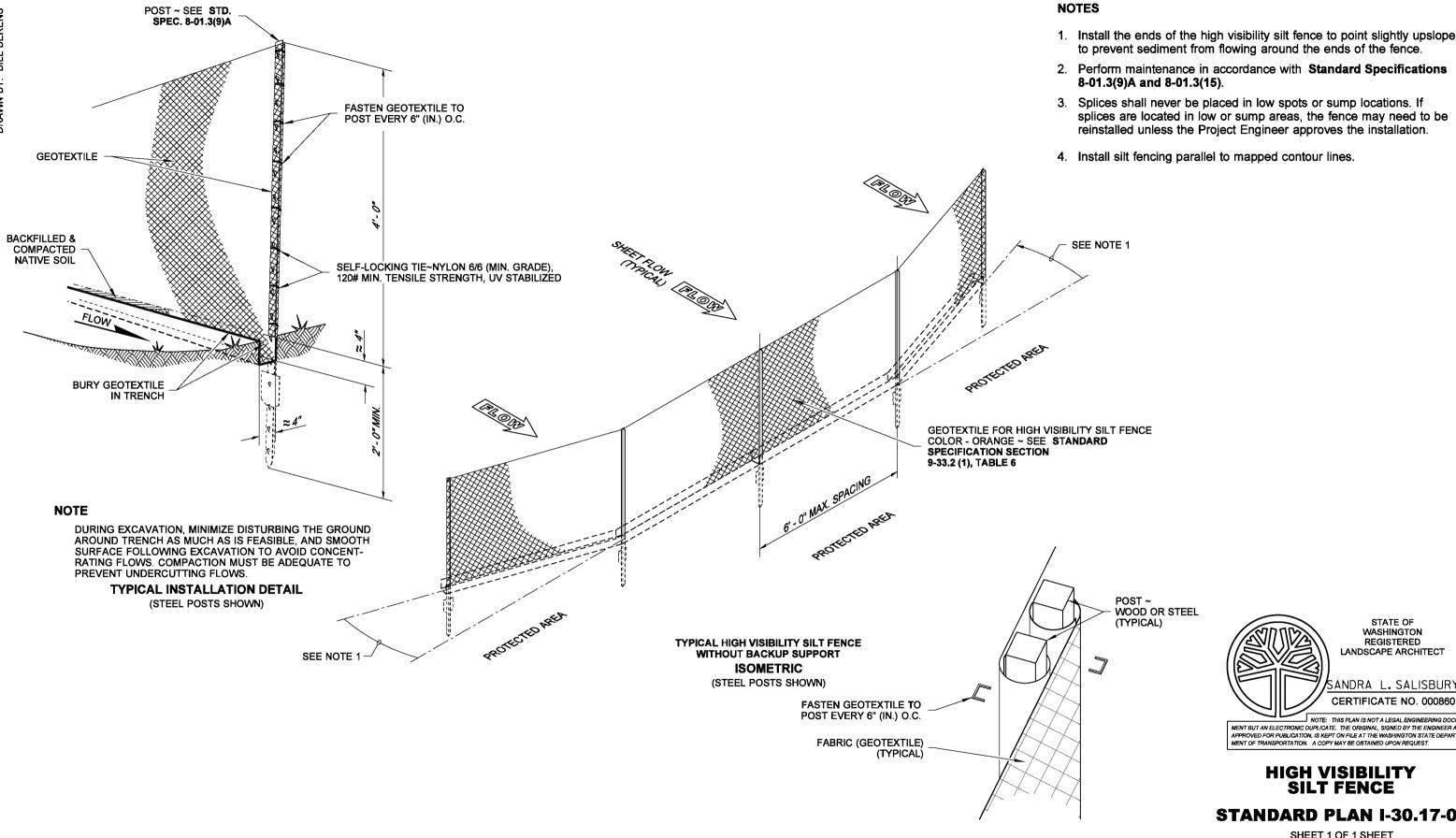
APPROVED FOR PUBLICATION

Pasco Bakotich III 08-11-09





TYPICAL SECTION



SPLICED FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP. JOINING SECTIONS SHALL NOT BE PLACED IN LOW SPOTS OR IN SUMP LOCATIONS.

> SPLICE DETAIL (WOOD POSTS SHOWN)



MENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

HIGH VISIBILITY SILT FENCE

STANDARD PLAN I-30.17-00

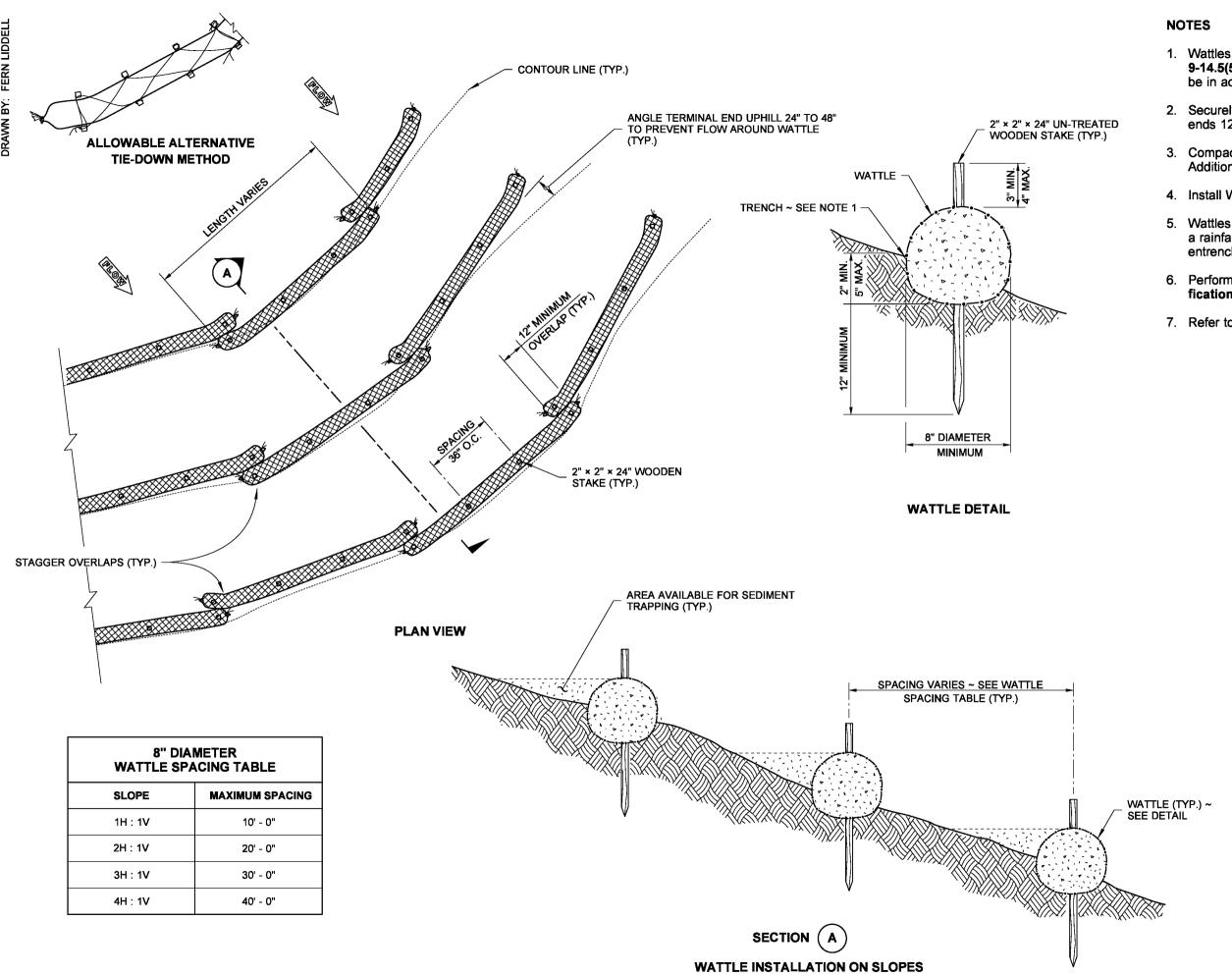
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

3/22/13

STATE DESIGN ENGINEER



- 1. Wattles shall be in accordance with Standard Specification 9-14.5(5). Install Wattles along contours. Installation shall be in accordance with Standard Specification 8-01.3(10).
- 2. Securely knot each end of Wattle. Overlap adjacent Wattle ends 12" behind one another and securely tie together.
- 3. Compact excavated soil and trenches to prevent undercutting. Additional staking may be necessary to prevent undercutting.
- 4. Install Wattle perpendicular to flow along contours.
- 5. Wattles shall be inspected regularly, and immediately after a rainfall produces runoff, to ensure they remain thoroughly entrenched and in contact with the soil.
- 6. Perform maintenance in accordance with Standard Specification 8-01.3(15).
- 7. Refer to Standard Specification 8-01.3(16) for removal.



WATTLE INSTALLATION ON SLOPE

STANDARD PLAN I-30.30-01

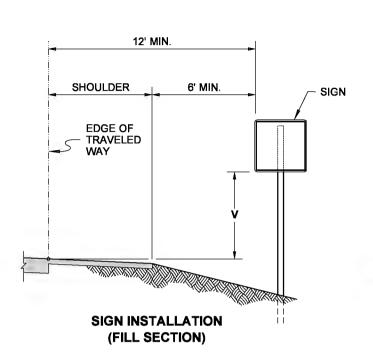
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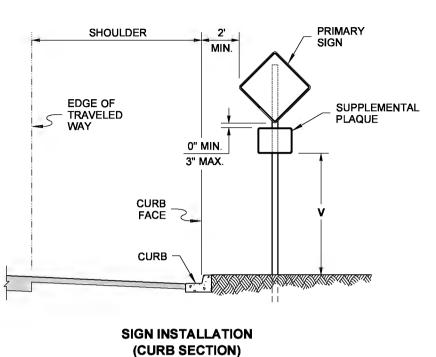
APPROVED FOR PUBLICATION

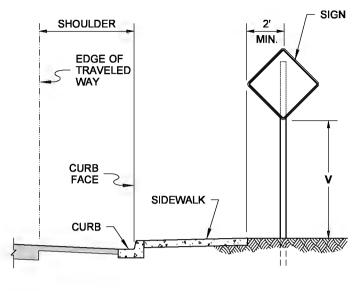
Pasco Bakotich III

6/10/13







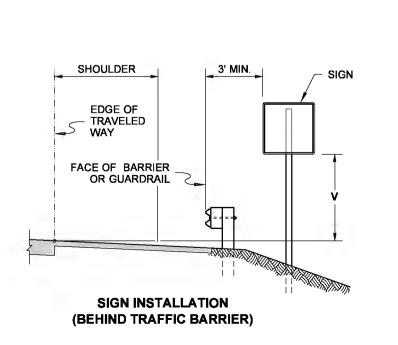


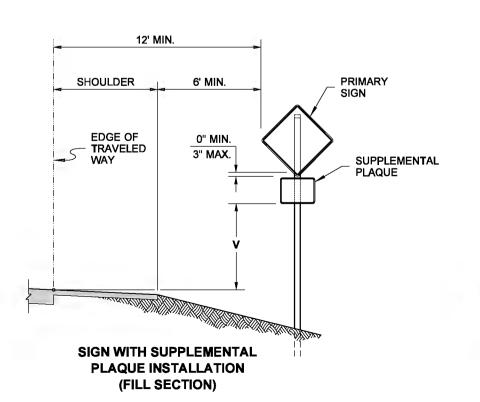
SIGN INSTALLATION (SIDEWALK AND CURB SECTION)

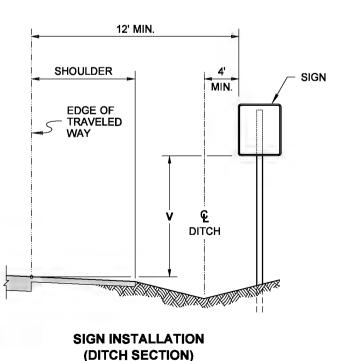
NOTES

- 1. For sign installation details, see Standard Plan G series.
- Where it is impractical to locate a sign with the lateral offset, a minimum of 2'(ft) offset may be used. A 1'(ft) lateral offset may be used in business, commercial or residential areas.
- 3. The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.

HEIGHT V					
	TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)			
RURAL	5' MINIMUM	4' MINIMUM			
URBAN	7' MINIMUM	6' MINIMUM			





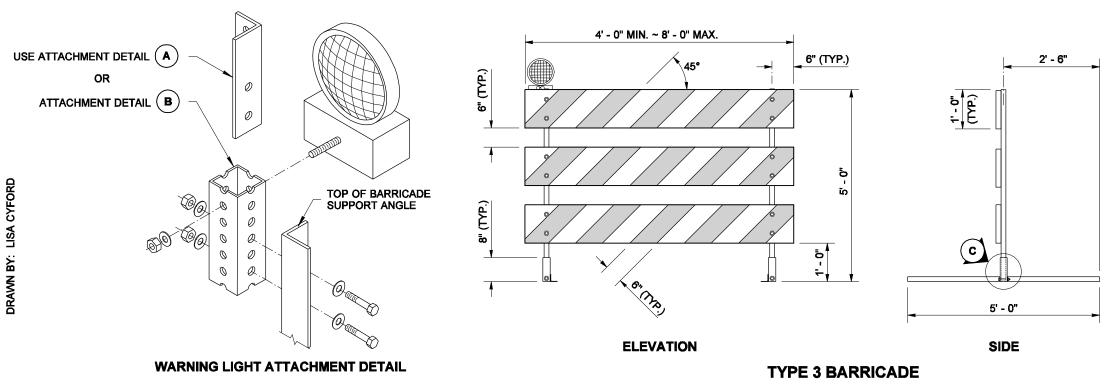


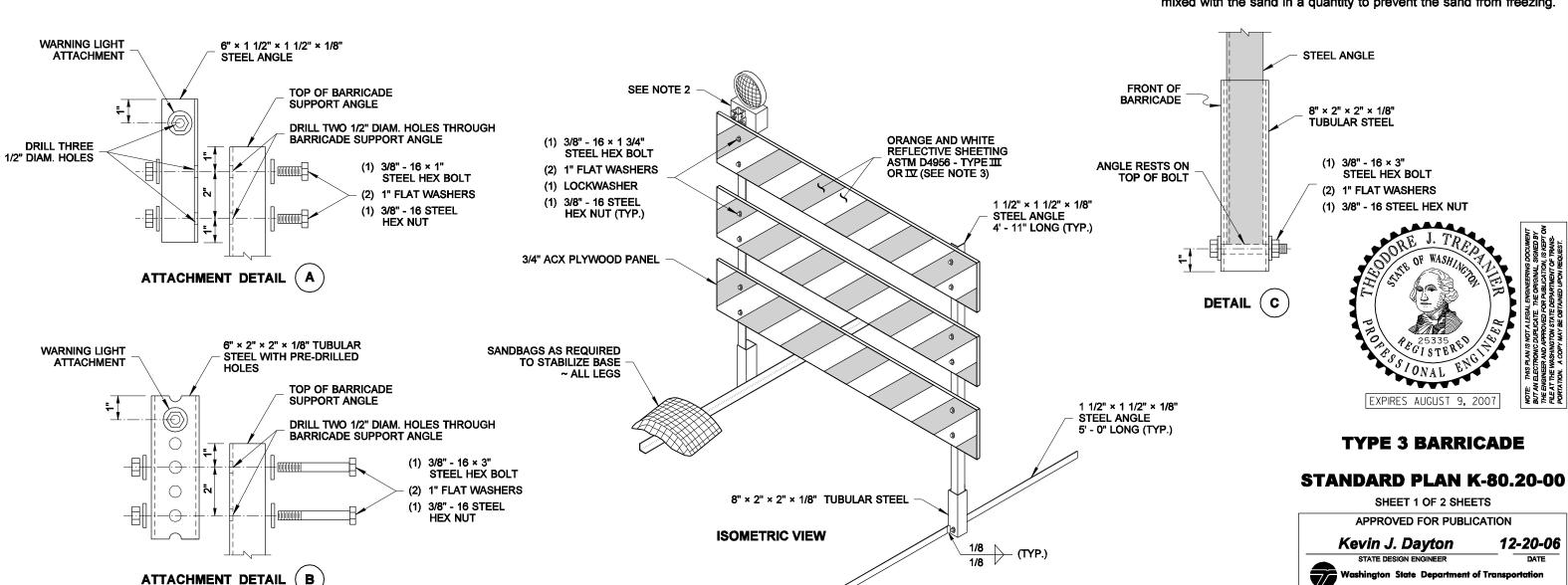


CLASS A CONSTRUCTION SIGNING INSTALLATION STANDARD PLAN K-80.10-01

SHEET 1 OF 1 SHEET

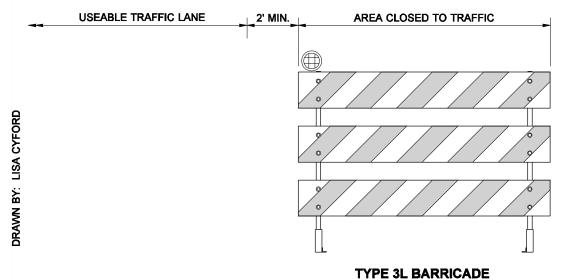




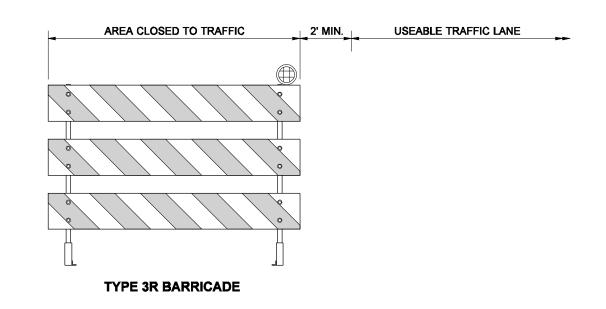


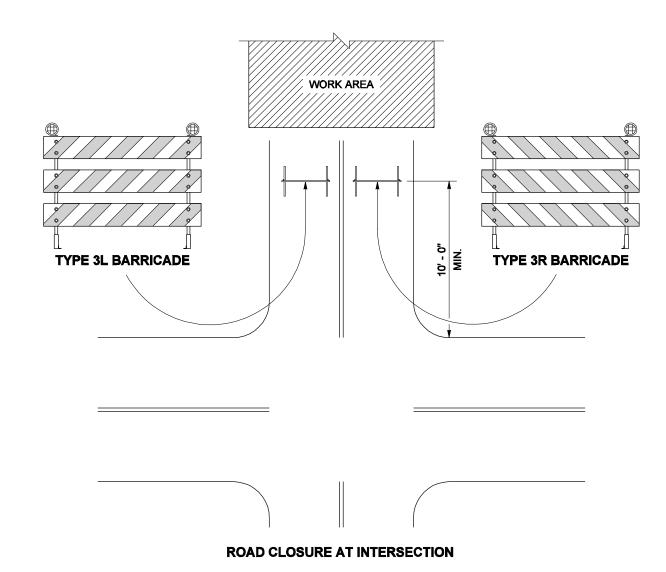
NOTES

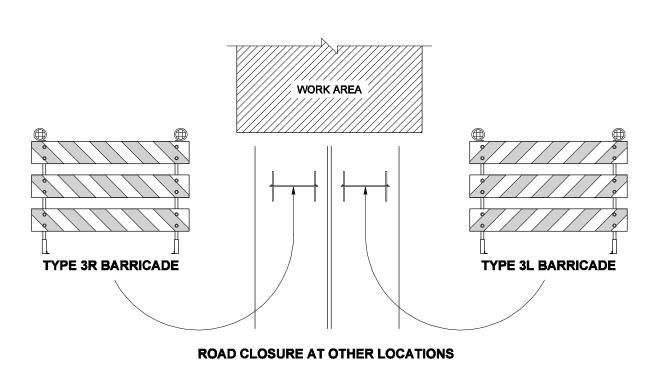
- 1. All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-rolled, high carbon steel, painted or galvanized.
- Install one lightweight Type A Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A Low-Intensity flashing warning lights per barricade when the barricades are used to close a roadway. Attach the light to the barricade according to the light manufacturer's recommendations or use the details shown on this plan.
- Stripes on barricade rails shall be alternating orange and white retroreflective stripes (sloping downward at an angle of 45 degrees in the direction traffic is to pass).
- The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternative designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD.
- 5. When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.
- 6. When sandbags are used in freezing weather, Urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.



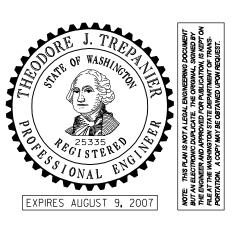
STRIPES ON THE BARRICADES SHALL SLOPE DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS







BARRICADE PLACEMENT



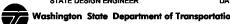
TYPE 3 BARRICADE

STANDARD PLAN K-80.20-00

SHEET 2 OF 2 SHEETS

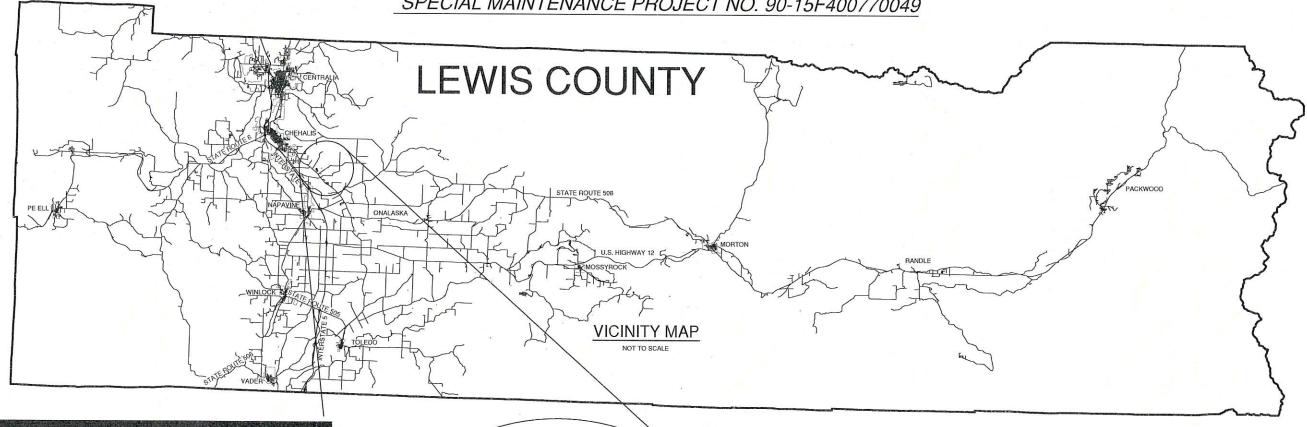
APPROVED FOR PUBLICATION

Kevin J. Dayton 12-20-06



LOGAN HILL ROAD MP 0.49 SLIDE REPAIR PROJECT

FEMA PROJECT NO. DR 4253 PW102 SPECIAL MAINTENANCE PROJECT NO. 90-15F400770049



LEWIS COUNTY DEPARTMENT OF PUBLIC WORKS APPROVED FOR CONSTRUCTION:

Assistant County Engineer

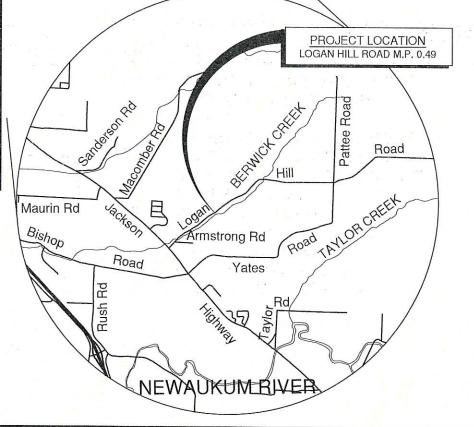
5-16-19 Date

COMMISSIONERS:

EDNA FUND, DISTRICT 1 ROBERT C. JACKSON, DISTRICT 2 GARY STAMPER, DISTRICT 3



ENGINEERING-DESIGN SECTION



NO. | DESCRIPTION

- 1 VICINITY MAP AND SHEET INDEX
- 2 SUMMARY OF QUANTITIES
- 3 LEGEND
- 4 T.E.S.C. AND STREAM BYPASS PLAN
- 5 SCHEDULE A PLAN AND PROFILE
- 6 SCHEDULE B PLAN AND PROFILE
- 7 CROSS SECTION C-C
- 8 CROSS SECTION D-D
- 9 UNDERDRAIN PIPE DETAIL
- 10 ROADWAY DETAILS
- 11 LOG CRIBWALL DETAILS
- 12 TRAFFIC CONTROL PLAN

SEC. 12 TWP. 13N. RGE. 2W. W.M. SUMMARY OF QUANTITIES

ITEM NUMBER	STD. ITEM NO.	ITEM DESCRIPTION	SCHEDULE A (FEMA) QUANTITY	SCHEDULE B (LEWIS COUNTY) QUANTITY	TOTAL QUANTITY	UNIT		
		PREPARATION						
1	0001	MOBILIZATION	1	0	LUMP SUM	LUMP SUM		
2	0025	CLEARING AND GRUBBING	0.27	0.07	0.34	ACRE		
		GRADING						
3	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	2594	497	3091	C.Y.		
4	5020	BALLAST	464	175	639	TON		
		DRAINAGE	'		'			
5	1075	HEAVY LOOSE RIPRAP	3068	800	3868	TON		
6	1093	STREAMBED SEDIMENT	90	0	90	TON		
7	1160	UNDERDRAIN PIPE 6 IN. DIAM.	285	120	405	L.F.		
8	1192	SCHEDULE A CULV. PIPE 18 IN. DIAM.	50	55	105	L.F.		
9	3075	TEMPORARY STREAM DIVERSION	1	0	LUMP SUM	LUMP SUM		
	SURFACING							
10	5100	CRUSHED SURFACING BASE COURSE	203	31	234	TON		
11	5120	CRUSHED SURFACING TOP COURSE	61	7	68	TON		
12	S.P.	SHOULDER FINISHING	11	4	15	TON		
		HOT MIX ASPHALT						
13	5875	COMMERCIAL HMA	111	45	156	TON		
		EROSION CONTROL AND ROADSIDE PLANTING						
14	S.P.	LARGE WOODY DEBRIS WITH ROOT WAD	35	0	35	EACH		
15	S.P.	FOOTER/RACK LOG	210	0	210	L.F.		
16	6403	ESC LEAD	15	0	15	DAY		
17	6422	SEEDING AND MULCHING	0.18	0.07	0.25	ACRE		
18	6490	EROSION/WATER POLLUTION CONTROL	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE		
19	6635	HIGH VISIBILITY SILT FENCE	243	98	341	L.F.		
		TRAFFIC						
20	S.P.	REMOVING GUARDRAIL	263	175	438	L.F.		
21	6711	BEAM GUARDRAIL TYPE 31 - 8 FT. LONG POSTS	162.5	162.5	325	L.F.		
22	6712	BEAM GUARDRAIL TYPE 31 - 9 FT. LONG POSTS	100	0	100	L.F.		
23	6766	BEAM GUARDRAIL ANCHOR TYPE 10		0	1	EACH		
24	6971	PROJECT TEMPORARY TRAFFIC CONTROL		0	LUMP SUM	LUMP SUM		
25	6982	CONSTRUCTION SIGNS CLASS A 225 0			225	S.F.		
		OTHER ITEMS						
26	7725	REIMBURSMENT FOR THIRD PARTY DAMAGE	ESTIMATE	ESTIMATE	ESTIMATE	DOLLAR		
27	7736	SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN	1	0	LUMP SUM	LUMP SUM		



2025 NE KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719

DESIGNED BY: RTL DRAWN BY: WSR DATE: 05/16/2019

NO.	DATE	DATE REVISION	BY	APP.

LOGAN HILL ROAD MP 0.49 SLIDE REPAIR PROJECT

FEMA PROJECT NO. DR 4253 PW102 SM NO. 90-15F400770049

SUMMARY OF QUANTITIES

SHEET



Rodney Troy Lakey, P.E. Senior Engineer Design/ENV.

Date: May 16, 2019

LEGEND

SURVEY SYMBOLS **EXISTING FEATURES CONIFER TREE** SECTION LINE **DECIDUOUS TREE** RIGHT OF WAY EDGE OF ROAD TEMPORARY EASEMENT SHOULDER DITCH EDGE OF STREAM **EXISTING CULVERT** ORDINARY HIGH WATER TPHONE ----UNDERGROUND TELEPHONE LINE BERWICK CREEK ORDINARY HIGH WATER MARK OVERHEAD UTILITY OHU POWER POLE

NEW CONSTRUCTION

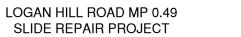
	CENTERLINE
x	SILT FENCE
	HMA/BST
	GUARDRAIL LANDING / SHOULDER ROCK
	CUT LIMIT
	FILL LIMIT
APE	PROJECT LIMITS (AREA OF POTENTIAL EFFECT)
DRAIN	DRAINPIPE
A DA DA DA	HEAVY LOOSE RIPRAP



2025 NE KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123

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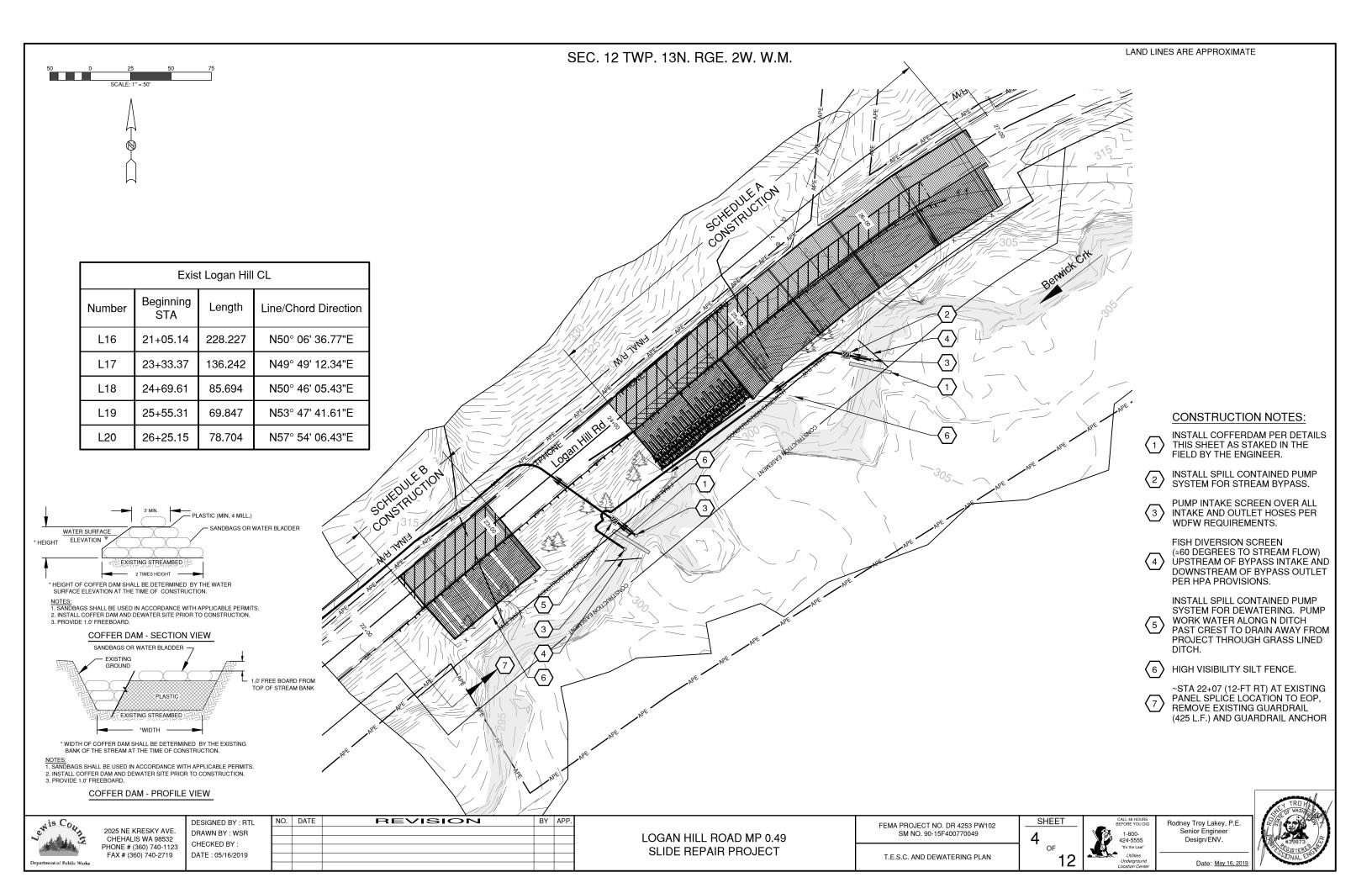


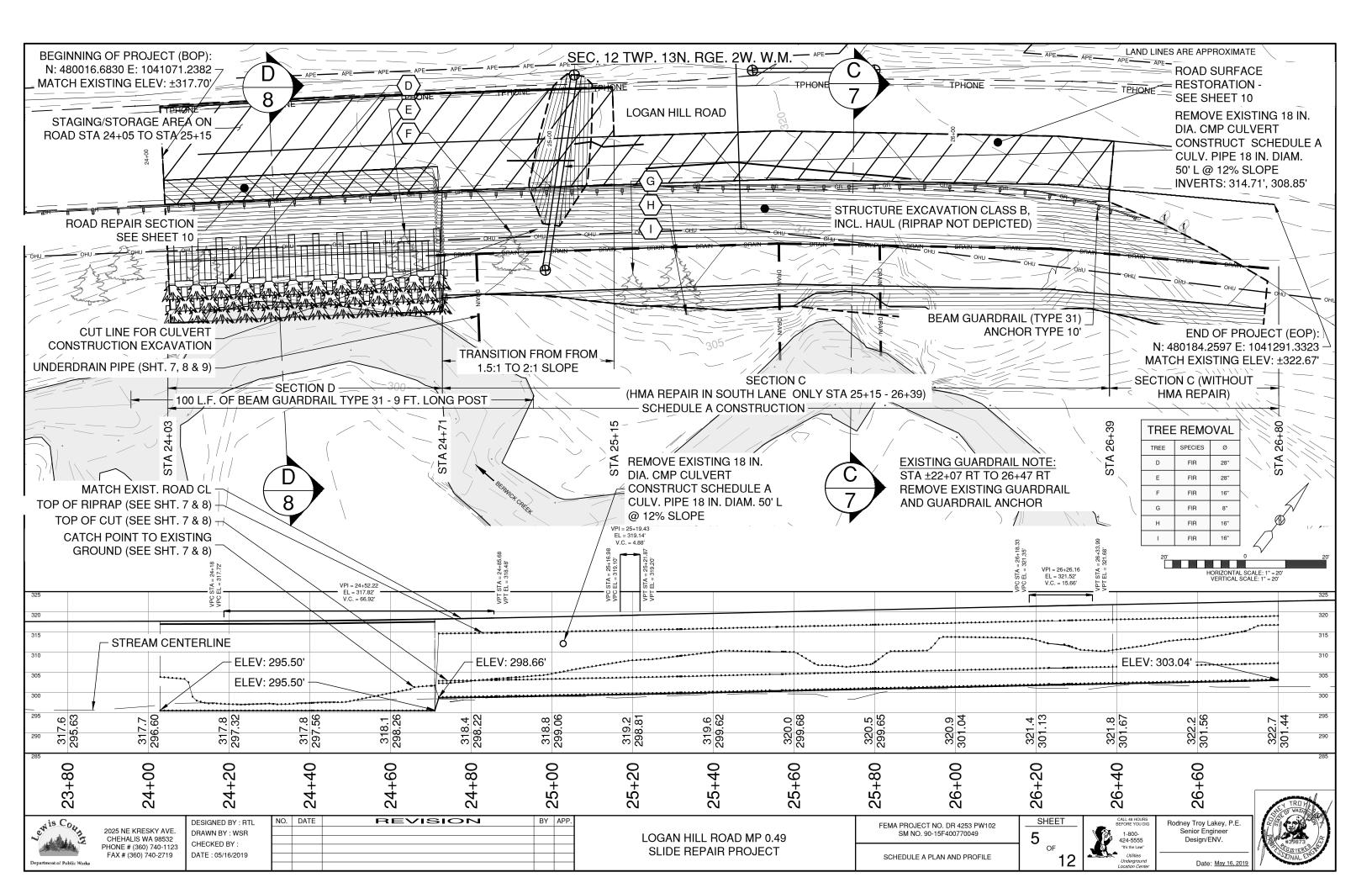
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LEGEND	

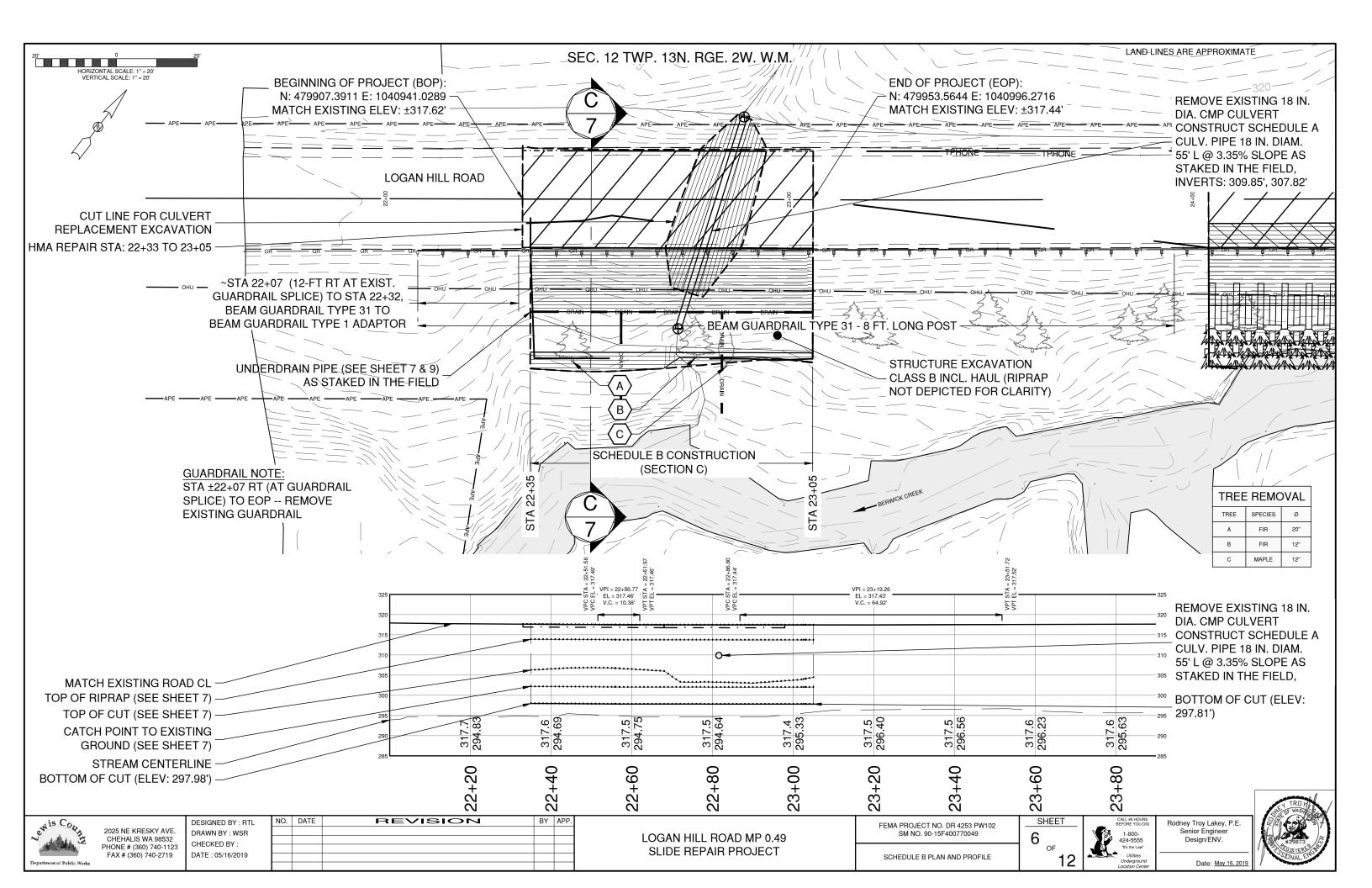


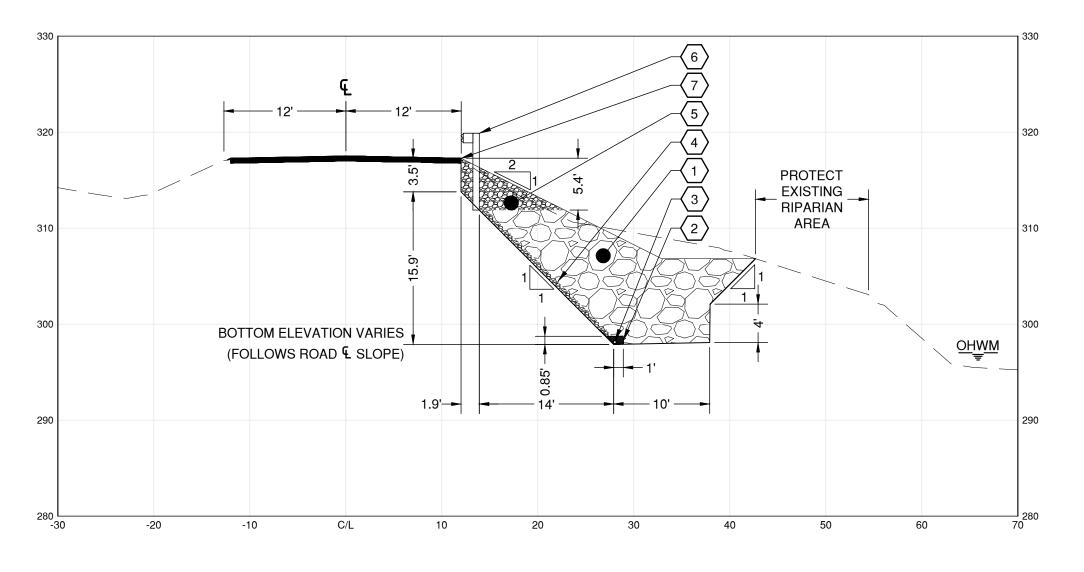
Rodney Troy Lakey, P.E. Senior Engineer Design/ENV.











Rock Buttress section based on recommended design section for the Logan Hill Road MP 0.49 Slide Repair Geotechnical Engineering Report, dated February 07, 2017 (PBS Engineering)

CONSTRUCTION NOTES:

(6)

SECTION C-C (TYP.)

HEAVY LOOSE RIPRAP

RRAVEL BACKFILL FOR DRAINS WRAPPED IN CONSTRUCTION GEOTEXTILE FOR DITCH LINING

UNDERDRAIN PIPE 6 IN. DIA. (SEE DETAIL ON SHEET 9)

±0.5' FILTER BLANKET OVER CONSTRUCTION GEOTEXTILE FOR DITCH LINING (TOP OF HEAVY LOOSE RIPRAP TO TOE)

BALLAST WITHIN GUARDRAIL POST AREAS (ABOVE HEAVY LOOSE RIPRAP)

BEAM GUARDRAIL TYPE 31 - 8 FT. LONG POST

ROAD SURFACE RESTORATION. REMOVE EXISTING ASPHALT AND REPLACE WITH 0.35' HMA (CSTC AS NEEDED). SEE DETAIL SHEET 10.



2025 NE KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719

DESIGNED BY : RTL DRAWN BY : WSR CHECKED BY : DATE : 05/16/2019

NO.	DATE	REVISION	BY	APP.



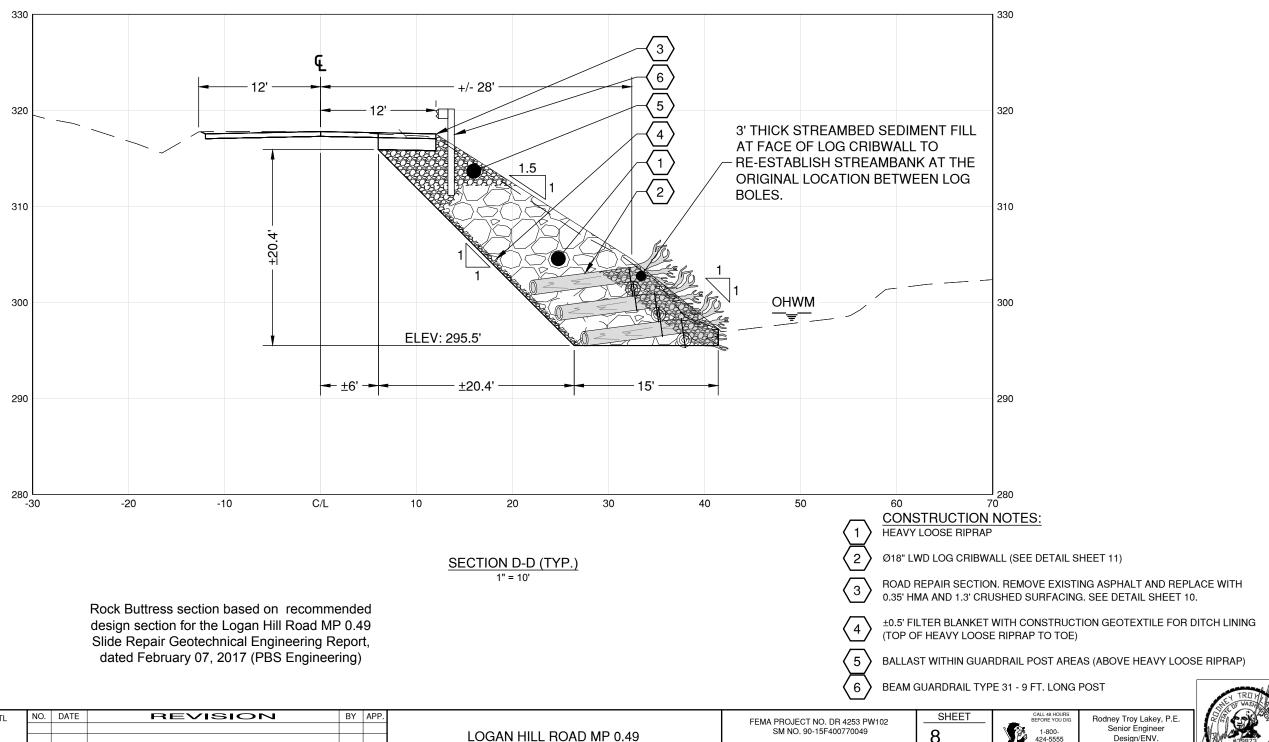
FEMA PROJECT NO. DR 4253 PW102 SM NO. 90-15F400770049			
ROAD CROSS SECTION C-C	_		



Rodney Troy Lakey, P.E.
Senior Engineer
Design/ENV.

Date: May 16, 2019

SEC. 12 TWP. 13N. RGE. 2W. W.M.





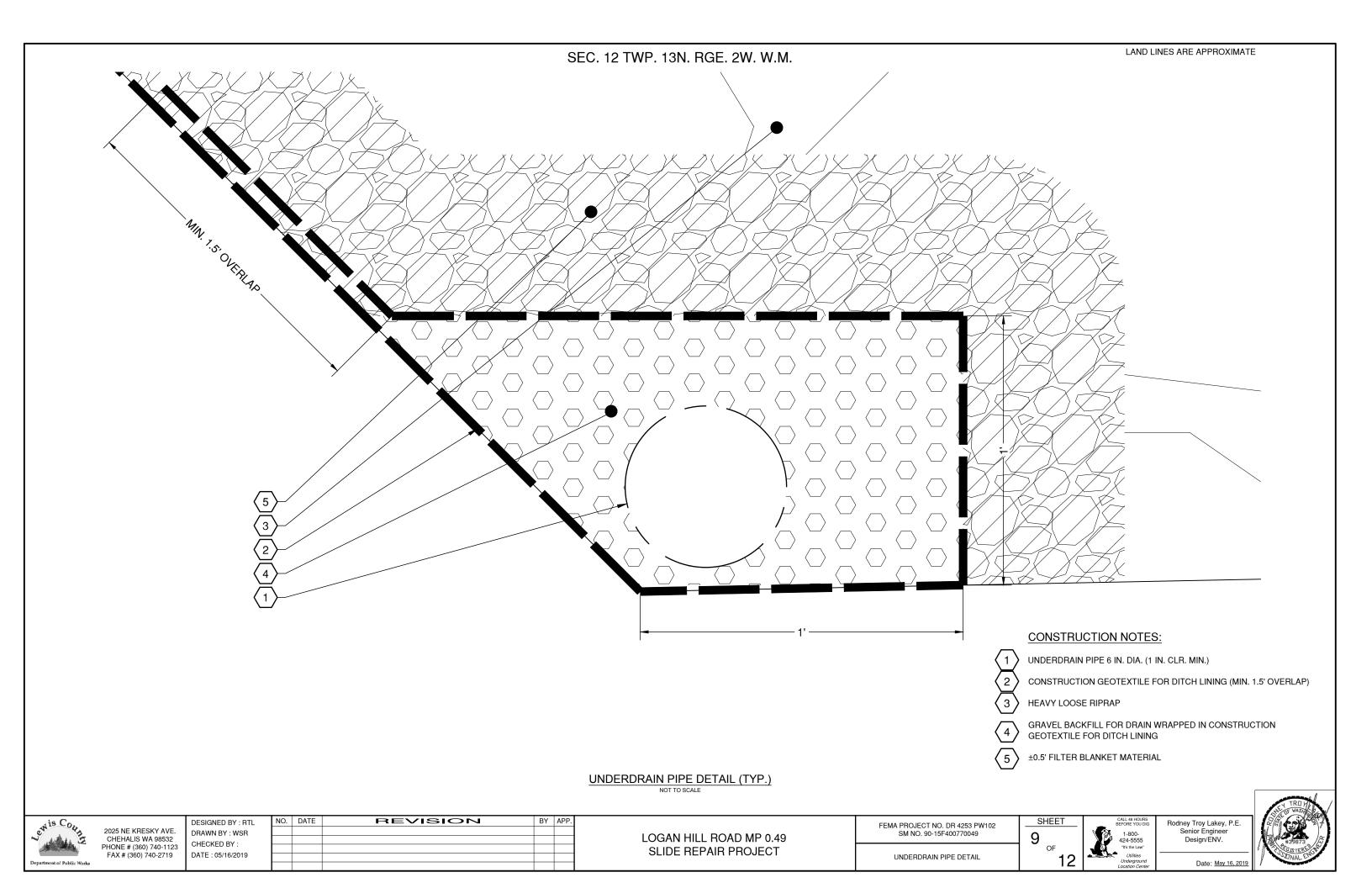
2025 NE KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123

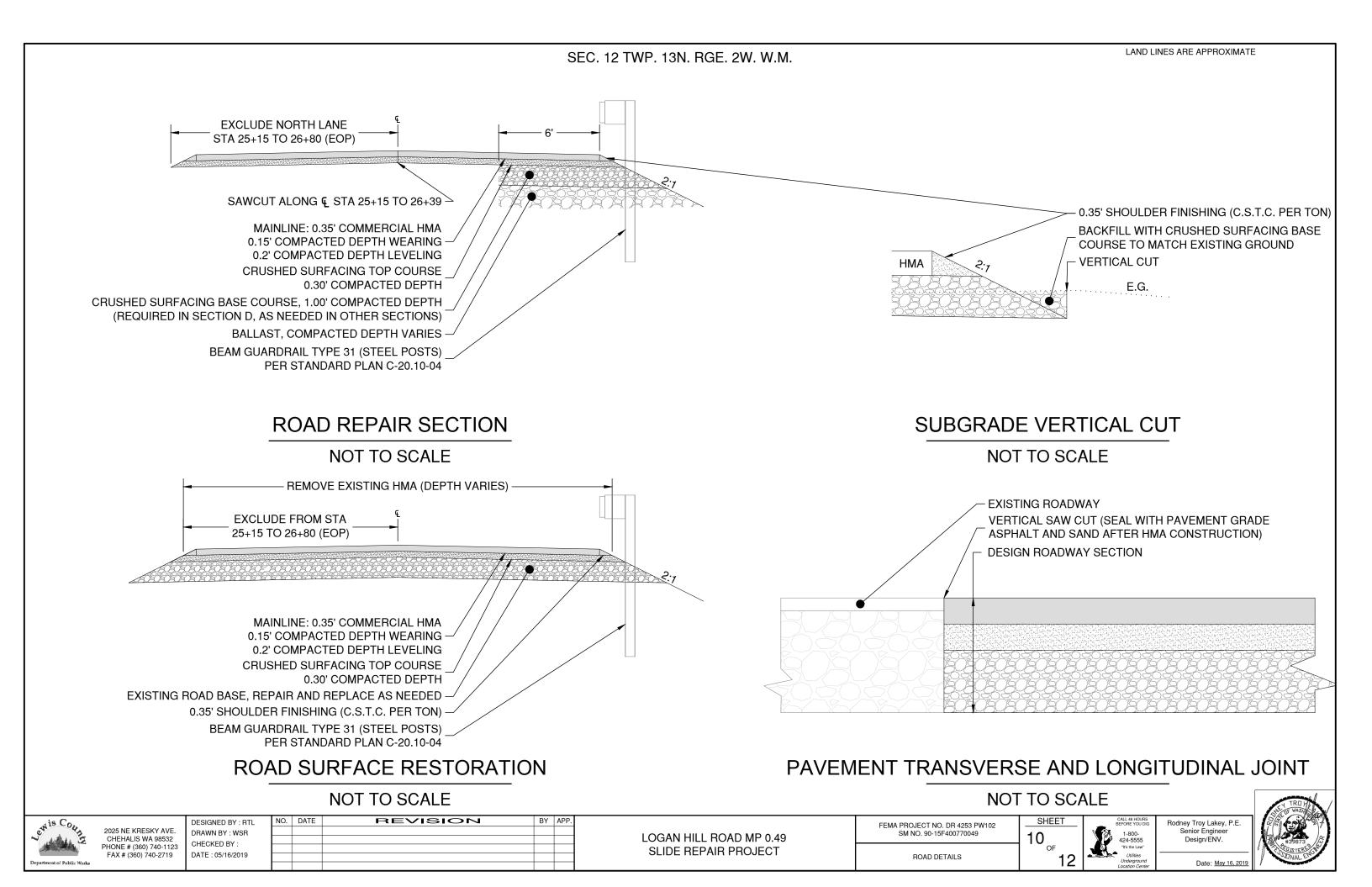
DESIGNED BY: RTL DRAWN BY: WSR CHECKED BY: DATE: 05/16/2019

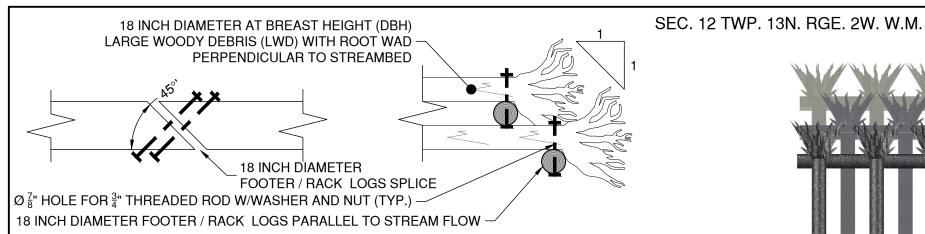
SLIDE REPAIR PROJECT

ROAD CROSS SECTION D-D

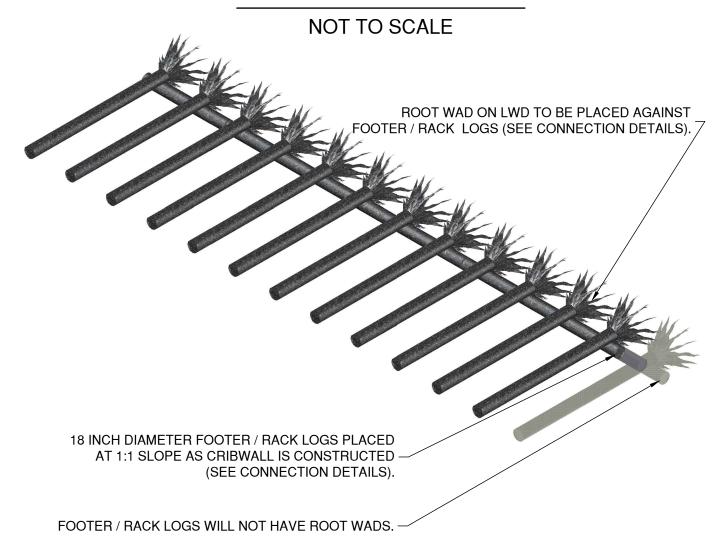
Design/ENV.

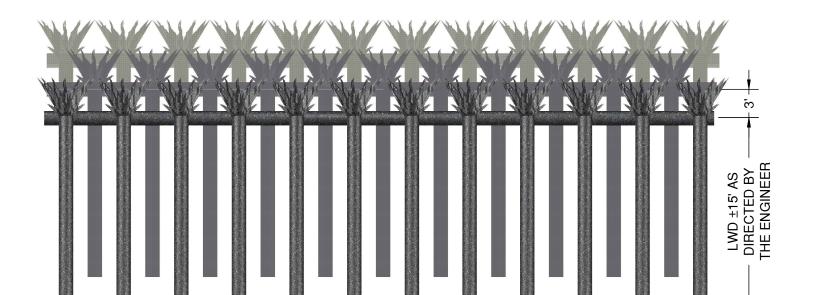






LOG CRIBWALL - CONNECTION DETAILS

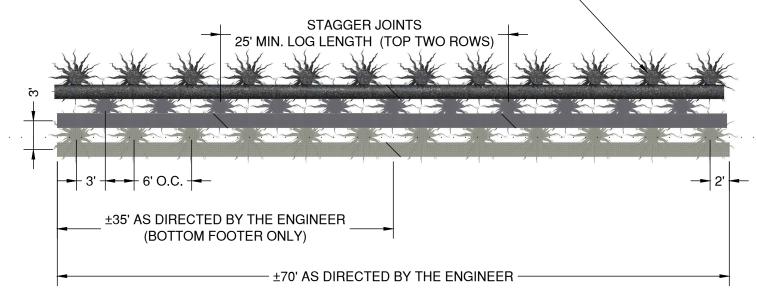




LOG CRIBWALL - PLAN VIEW

1" = 10'

EACH 18 INCH DBH LWD TO BE PINNED TO THE 18 INCH FOOTER / RACK LOG PER CONNECTION DETAIL THIS SHEET.



LOG CRIBWALL - ISOMETRIC VIEW

SION

1" = 10'

DESIGNED BY: RTL
DRAWN BY: WSR
CHECKED BY:
DATE: 05/16/2019

2025 NE KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123

NED BY : RTL	NO.	DATE	REVI
N BY : WSR			
KFD BY :			
: 05/16/2019			

LOGAN HILL ROAD MP 0.49 SLIDE REPAIR PROJECT

FEMA PROJECT NO. DR 4253 PW102 SM NO. 90-15F400770049



Rodney Troy Lakey, P.E. Design/ENV.

LAND LINES ARE APPROXIMATE

LOG CRIBWALL DETAILS

LOG CRIBWALL - ELEVATION VIEW

1" = 10'

