


Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:**
STOWELL M.P. 0.57 BRIDGE
SCOUR REPAIR PROJECT

**COUNTY ROAD PROJECT NO. 2159K
FEDERAL AID PROJECT NO. BHOS-2021(055)
Federal Aid Agreement No. LA 9274
Federal Aid Contract No. TA 6339
January 2021**

Lewis County Public Works
2025 NE Kresky Ave.
Chehalis, WA 98532-2626
Approved for Construction:


County Engineer

1-12-21
Date



Project Engineer

BOARD OF COUNTY COMMISSIONERS

Sean Swope, District No. 1
Lindsey R. Pollock, DVM, District No. 2
Gary Stamper, District No. 3

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1 **APPENDIX D107**

2 **CONTRACT DOCUMENTS..... 107**

3 *CONTRACT..... 109*

4 *POWER EQUIPMENT LIST..... 113*

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7 **APPENDIX F.....117**

8 **CONTRACT PLANS WITH TRAFFIC CONTROL PLAN 117**

9

10

11

12

1 **INTRODUCTION**

2 (Lewis County)

3 The following Special Provisions are made a part of this contract and supersede any conflicting
4 provisions of the 2021 Standard Specifications for Road, Bridge, and Municipal Construction.

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

11
12 Several types of Special Provisions are included in this contract; General, Region, Bridges and
13 Structures, and Project Specific. Special Provisions types are differentiated as follows:

14		
15	(date)	General Special Provision
16	(Lewis County)	Lewis County Special Provision
17	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
18		
19	(APWA GSP)	American Public Works Association General Special Provision
20		

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

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

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

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

37 **SPECIAL PROVISIONS**

38 **DIVISION 1**

39 **GENERAL REQUIREMENTS**

40 **1-01, DESCRIPTION OF WORK**

41 (March 13, 1995)

42
43 This contract provides for the improvement of *** Stowell Road MP 0.57 by performing temporary
44 BMPs, stream diversion, structure excavation, concrete slope protection (precast concrete units),
45 re-setting existing riprap, streambed gravel, large woody debris, hydroseeding *** and other work,
46 all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard
47 Specifications.

1
2 **1-01.3 Definitions**

3 *(January 4, 2016 APWA GSP)*

4
5 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
6 with the following:

7
8 **Dates**

9 ***Bid Opening Date***

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

11 ***Award Date***

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

14 ***Contract Execution Date***

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

16 ***Notice to Proceed Date***

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

18 ***Substantial Completion Date***

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

24 ***Physical Completion Date***

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

28 ***Completion Date***

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

33 ***Final Acceptance Date***

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

35
36 Supplement this Section with the following:

37
38 All references in the Standard Specifications, Amendments, or WSDOT General Special
39 Provisions, to the terms "Department of Transportation", "Washington State Transportation
40 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
41 "State Treasurer" shall be revised to read "Contracting Agency".

42
43 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
44 unless the reference is to an administrative agency of the State of Washington, a State
45 statute or regulation, or the context reasonably indicates otherwise.

46
47 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
48 designated location".

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

5 **Additive**

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

10 **Alternate**

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

15 **Business Day**

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

19 **Contract Bond**

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

24 **Contract Documents**

25 See definition for “Contract”.
26

27 **Contract Time**

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

31 **Notice of Award**

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

35 **Notice to Proceed**

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

40 **Traffic**

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

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

45 **1-02.1 Prequalification of Bidders**

46
47
48 Delete this Section and replace it with the following:
49

50 **1-02.1 Qualifications of Bidder**

51 *(January 24, 2011 APWA GSP)*

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

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

7 (*****)

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

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

12
13 Lewis County Public Works Department
14 2025 N.E. Kresky Avenue
15 Chehalis, Washington 98532
16 (360) 740-2671

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

19
20 Prospective bidders may obtain plans and specifications from Lewis County Public
21 Works Department in Chehalis, Washington or download from Lewis County Website at
22 www.lewiscountywa.gov.

23
24 **1-02.6 Preparation of Proposal**

25 (*October 1, 2020 APWA GSP*)

26
27 Supplement this section with the following:

28
29 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE)
30 Utilization Certification, when required by the Special Provisions. For each and every DBE firm
31 listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification,
32 the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement
33 with the DBE participation commitment that the Bidder has made in the Bidder's completed
34 Disadvantaged Business Enterprise Utilization Certification.

35
36 WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation Document)
37 is to be used for this purpose. Bidder must submit good faith effort documentation only in the
38 event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.

39
40 The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to be
41 performed by each DBE listed on the DBE Utilization Certification.

42
43 If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder must
44 also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how the DBE
45 Trucking firm will be able to perform the scope of work subcontracted to them.

46
47 Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation
48 Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE Bid
49 Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-02.9.

50
51 (August 2, 2004)

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

2
3 **1-02.9 Delivery of Proposal**
4 *(October 1, 2020 APWA GSP Option B)*

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

7
8 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project
9 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
10 otherwise required in the Bid Documents, to ensure proper handling and delivery.

11
12 To be considered responsive on a FHWA-funded project, the Bidder may be required to submit
13 the following items, as required by Section 1-02.6:

- 14 • DBE Written Confirmation Document from each DBE firm listed on the Bidder's
- 15 completed DBE Utilization Certification (WSDOT 272-056);
- 16 • Good Faith Effort (GFE) Documentation
- 17 • DBE Bid Item Breakdown (WSDOT 272-054)
- 18 • DBE Trucking Credit Form (WSDOT 272-058)

19
20
21 These documents, if applicable, shall be received either with the Bid Proposal or as a
22 Supplement to the Bid. The documents shall be received **no later than 48 hours** (not including
23 Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

24
25 If submitted after the Bid Proposal is due, the document(s) shall be submitted as follows:

- 26 1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental
- 27 Information" added, or
- 28 2. By facsimile to the following FAX number: \$\$None\$\$, or
- 29 3. By e-mail to the following e-mail address: \$\$Rose.Williams@lewiscountywa.gov\$\$

30
31
32 All other information required to be submitted with the Bid Proposal must be submitted with the
33 Bid Proposal itself, at the time stated in the Call for Bids.

34
35 Proposals that are received as required will be publicly opened and read as specified in Section
36 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received
37 after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location
38 other than that specified in the Call for Bids. The Contracting Agency will not open or consider
39 any "Supplemental Information" (DBE confirmations or GFE documentation) that is received
40 after the time specified above, or received in a location other than that specified in the Call for
41 Bids.

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

48
49 **1-02.12 Public Opening Of Proposal**

50 *(*****)*

51 Section 1-02.12 is supplemented with the following:

Stowell M.P. 0.57 Bridge Scour Repair Project
Federal Aid Project No. BHOS-2021(055)

1
2 **Date and Time of Bid Opening**

3 The Board of County Commissioners of Lewis County or designee, will open sealed
4 proposals and publicly read them aloud on or after 12:30 PM on **February 9, 2021**, at the
5 Lewis County Courthouse, Chehalis, Washington, for the Stowell M.P. 0.57 Bridge Scour
6 Repair Project, F. A. Project No. BHOS-2021(055), CRP 2159K.

7
8 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
9 **12:30 P.M. on Tuesday, February 9, 2021**

10 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County
11 Commissioners. **Bids submitted after 12:30 PM will not be considered for this project.**)

12
13 **Delivery and Marking of Sealed Bid Proposals**

14 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
15 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532)
16 by or before **12:30 PM** on the date specified for opening, and in an envelope clearly marked:
17 **“SEALED BID FOR THE STOWELL M.P. 0.57 BRIDGE SCOUR REPAIR PROJECT, F. A.**
18 **PROJECT NO. BHOS-2021(055), CRP 2159K, TO BE OPENED ON OR AFTER 12:30**
19 **P.M. ON FEBRUARY 9, 2021.**

20
21 **1-02.13 Irregular Proposals**
22 *(December 19, 2019 APWA GSP)*

23
24 Delete this section and replace it with the following:

- 25
26 1. A Proposal will be considered irregular and will be rejected if:
- 27 a. The Bidder is not prequalified when so required;
 - 28 b. The authorized Proposal form furnished by the Contracting Agency is not used or
29 is altered;
 - 30 c. The completed Proposal form contains any unauthorized additions, deletions,
31 alternate Bids, or conditions;
 - 32 d. The Bidder adds provisions reserving the right to reject or accept the award, or
33 enter into the Contract;
 - 34 e. A price per unit cannot be determined from the Bid Proposal;
 - 35 f. The Proposal form is not properly executed;
 - 36 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
37 as required in Section 1-02.6;
 - 38 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged
39 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 40 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the
41 Bidder’s completed UDBE Utilization Certification that they are in agreement with
42 the bidder’s UDBE participation commitment, if applicable, as required in Section
43 1-02.6, or if the written confirmation that is submitted fails to meet the
44 requirements of the Special Provisions;
 - 45 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as
46 required in Section 1-02.6, or if the documentation that is submitted fails to
47 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - 48 k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as
49 required in Section 1-02.6, or if the documentation that is submitted fails to meet
50 the requirements of the Special Provisions;
 - 51 l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required
52 in Section 1-02.6, or if the documentation that is submitted fails to meet the
53 requirements of the Special Provisions;

- m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

- 2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - 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 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
(May 17, 2018 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.

1. Delinquent State Taxes

A. Criterion: 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. Documentation: 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 does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder 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. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: 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).

1
2 **3. Subcontractor Responsibility**
3

- 4 A. Criterion: The Bidder's standard subcontract form shall include the subcontractor
5 responsibility language required by RCW 39.06.020, and the Bidder shall have an
6 established procedure which it utilizes to validate the responsibility of each of its
7 subcontractors. The Bidder's subcontract form shall also include a requirement
8 that each of its subcontractors shall have and document a similar procedure to
9 determine whether the sub-tier subcontractors with whom it contracts are also
10 "responsible" subcontractors as defined by RCW 39.06.020.
11
12 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
13 copy of its standard subcontract form for review by the Contracting Agency, and a
14 written description of its procedure for validating the responsibility of
15 subcontractors with which it contracts.
16

17 **4. Claims Against Retainage and Bonds**
18

- 19 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
20 retainage or payment bonds for public works projects in the three years prior to the
21 bid submittal date, that demonstrate a lack of effective management by the Bidder
22 of making timely and appropriate payments to its subcontractors, suppliers, and
23 workers, unless there are extenuating circumstances and such circumstances are
24 deemed acceptable to the Contracting Agency.
25
26 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
27 list of the public works projects completed in the three years prior to the bid
28 submittal date that have had claims against retainage and bonds and include for
29 each project the following information:
30
31 • Name of project
32 • The owner and contact information for the owner;
33 • A list of claims filed against the retainage and/or payment bond for any of the
34 projects listed;
35 • A written explanation of the circumstances surrounding each claim and the
36 ultimate resolution of the claim.
37

38 **5. Public Bidding Crime**
39

- 40 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
41 involving bidding on a public works contract in the five years prior to the bid
42 submittal date.
43
44 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
45 statement (on a form to be provided by the Contracting Agency) that the Bidder
46 and/or its owners have not been convicted of a crime involving bidding on a public
47 works contract.
48

49 **6. Termination for Cause / Termination for Default**
50

- 1 A Criterion: The Bidder shall not have had any public works contract terminated for
2 cause or terminated for default by a government agency in the five years prior to
3 the bid submittal date, unless there are extenuating circumstances and such
4 circumstances are deemed acceptable to the Contracting Agency.
5
6 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
7 statement (on a form to be provided by the Contracting Agency) that the Bidder
8 has not had any public works contract terminated for cause or terminated for
9 default by a government agency in the five years prior to the bid submittal date; or
10 if Bidder was terminated, describe the circumstances. .

11
12 **7. Lawsuits**

- 13
14 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
15 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
16 failing to meet the terms of contracts, unless there are extenuating circumstances
17 and such circumstances are deemed acceptable to the Contracting Agency
18
19 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
20 statement (on a form to be provided by the Contracting Agency) that the Bidder
21 has not had any lawsuits with judgments entered against the Bidder in the five
22 years prior to the bid submittal date that demonstrate a pattern of failing to meet
23 the terms of contracts, or shall submit a list of all lawsuits with judgments entered
24 against the Bidder in the five years prior to the bid submittal date, along with a
25 written explanation of the circumstances surrounding each such lawsuit. The
26 Contracting Agency shall evaluate these explanations to determine whether the
27 lawsuits demonstrate a pattern of failing to meet of terms of construction related
28 contracts
29

30 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent
31 low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second
32 business day following the bid submittal deadline, a written statement verifying that the
33 Bidder meets the supplemental criteria together with supporting documentation (sufficient in
34 the sole judgment of the Contracting Agency) demonstrating compliance with the
35 Supplemental Criteria. The Contracting Agency reserves the right to request further
36 documentation as needed from the low Bidder and documentation from other Bidders as
37 well to assess Bidder responsibility and compliance with all bidder responsibility criteria.
38 The Contracting Agency also reserves the right to obtain information from third-parties and
39 independent sources of information concerning a Bidder's compliance with the mandatory
40 and supplemental criteria, and to use that information in their evaluation. The Contracting
41 Agency may consider mitigating factors in determining whether the Bidder complies with the
42 requirements of the supplemental criteria.
43

44 The basis for evaluation of Bidder compliance with these mandatory and supplemental
45 criteria shall include any documents or facts obtained by Contracting Agency (whether from
46 the Bidder or third parties) including but not limited to: (i) financial, historical, or operational
47 data from the Bidder; (ii) information obtained directly by the Contracting Agency from
48 others for whom the Bidder has worked, or other public agencies or private enterprises; and
49 (iii) any additional information obtained by the Contracting Agency which is believed to be
50 relevant to the matter.
51

1 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
2 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
3 the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
4 determination, it may appeal the determination within two (2) business days of the
5 Contracting Agency's determination by presenting its appeal and any additional information
6 to the Contracting Agency. The Contracting Agency will consider the appeal and any
7 additional information before issuing its final determination. If the final determination affirms
8 that the Bidder is not responsible, the Contracting Agency will not execute a contract with
9 any other Bidder until at least two business days after the Bidder determined to be not
10 responsible has received the Contracting Agency's final determination.

11
12 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
13 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
14 Criteria may make or submit requests to the Contracting Agency to modify the criteria.
15 Such requests shall be in writing, describe the nature of the concerns, and propose specific
16 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency
17 no later than five (5) business days prior to the bid submittal deadline and address the
18 request to the Project Engineer or such other person designated by the Contracting Agency
19 in the Bid Documents.

20
21 **1-02.15 Pre Award Information**
22 (August 14, 2013 APWA GSP)

23
24 Revise this section to read:

25
26 Before awarding any contract, the Contracting Agency may require one or more of these
27 items or actions of the apparent lowest responsible bidder:

- 28 1. A complete statement of the origin, composition, and manufacture of any or all materials
29 to be used,
- 30 2. Samples of these materials for quality and fitness tests,
- 31 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and
32 time required for the various phases of the work,
- 33 4. A breakdown of costs assigned to any bid item,
- 34 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 35 6. Obtain, and furnish a copy of, a business license to do business in the city or county
36 where the work is located.
- 37 7. Any other information or action taken that is deemed necessary to ensure that the bidder
38 is the lowest responsible bidder.

39
40 **1-03, AWARD AND EXECUTION OF CONTRACT**

41
42 **1-03.3 Execution of Contract**
43 (October 1, 2005 APWA GSP)

44
45 Revise this section to read:

46
47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
48 for signature by the successful bidder on the first business day following award. The number
49 of copies to be executed by the Contractor will be determined by the Contracting Agency.

1 Within 15 calendar days after the award date, the successful bidder shall return the signed
2 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
3 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the
4 contract by the Contracting Agency, the successful bidder shall provide any pre-award
5 information the Contracting Agency may require under Section 1-02.15.

6
7 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
8 Agency nor shall any work begin within the project limits or within Contracting Agency-furnished
9 sites. The Contractor shall bear all risks for any work begun outside such areas and for any
10 materials ordered before the contract is executed by the Contracting Agency.

11
12 If the bidder experiences circumstances beyond their control that prevents return of the contract
13 documents within the calendar days after the award date stated above, the Contracting Agency
14 may grant up to a maximum of 5 additional calendar days for return of the documents, provided
15 the Contracting Agency deems the circumstances warrant it.

16
17 **1-03.4 Contract Bond**
18 *(July 23, 2015 APWA GSP)*

19
20 Delete the first paragraph and replace it with the following:

21
22 The successful bidder shall provide executed payment and performance bond(s) for the full
23 contract amount. The bond may be a combined payment and performance bond; or be
24 separate payment and performance bonds. In the case of separate payment and
25 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 26 1. Be on Contracting Agency-furnished form(s);
- 27 2. Be signed by an approved surety (or sureties) that:
 - 28 a. Is registered with the Washington State Insurance Commissioner, and
 - 29 b. Appears on the current Authorized Insurance List in the State of Washington
30 published by the Office of the Insurance Commissioner,
- 31 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
32 conditions under the Contract, including but not limited to the duty and obligation to
33 indemnify, defend, and protect the Contracting Agency against all losses and claims
34 related directly or indirectly from any failure:
 - 35 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
36 subcontractors of the Contractor) to faithfully perform and comply with all contract
37 obligations, conditions, and duties, or
 - 38 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor)
39 to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material
40 person, or any other person who provides supplies or provisions for carrying out the
41 work;
- 42 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
43 project under titles 50, 51, and 82 RCW; and
- 44 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
45 bond; and
- 46 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
47 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the
48 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).

1-03.7 Judicial Review
(Lewis County)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed 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 36.01.050 shall control venue and jurisdiction.

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

1 (August 14, 2013 APWA GSP)

2
3 Delete the sixth and seventh paragraphs of this section.

4
5 **1-05.14 Cooperation With Other Contractors**

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

8
9 **Other Contracts Or Other Work**

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

12
13 \$\$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-
14 07.17 these Special Provisions. \$\$

15
16 **1-05.15 Method of Serving Notices**

17 (March 25, 2009 APWA GSP)

18 Revise the second paragraph to read:

19
20 All correspondence from the Contractor shall be directed to the Project Engineer. All
21 correspondence from the Contractor constituting any notification, notice of protest, notice of
22 dispute, or other correspondence constituting notification required to be furnished under the
23 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
24 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies
25 of correspondence will not constitute such notice and will not comply with the requirements of
26 the Contract.

27
28 **1-06, CONTROL OF MATERIAL**

29
30 **Buy America**

31 Section 1-06 is supplemented with the following:

32
33 (August 6, 2012)

34 In accordance with Buy America requirements contained in 23 CFR 635.410, the major
35 quantities of steel and iron construction material that is permanently incorporated into the
36 project shall consist of American-made materials only. Buy America does not apply to
37 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and
38 falsework.

39
40 Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the
41 foreign material used does not exceed one-tenth of one percent of the total contract cost or
42 \$2,500.00, whichever is greater.

43
44 American-made material is defined as material having all manufacturing processes occurring
45 domestically. To further define the coverage, a domestic product is a manufactured steel
46 material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in
47 the territories and possessions of the United States.

48
49 If domestically produced steel billets or iron ingots are exported outside of the area of
50 coverage, as defined above, for any manufacturing process then the resulting product does
51 not conform to the Buy America requirements. Additionally, products manufactured

1 domestically from foreign source steel billets or iron ingots do not conform to the Buy America
2 requirements because the initial melting and mixing of alloys to create the material occurred
3 in a foreign country.

4
5 Manufacturing begins with the initial melting and mixing, and continues through the coating
6 stage. Any process which modifies the chemical content, the physical size or shape, or the
7 final finish is considered a manufacturing process. The processes include rolling, extruding,
8 machining, bending, grinding, drilling, welding, and coating. The action of applying a coating
9 to steel or iron is deemed a manufacturing process. Coating includes epoxy coating,
10 galvanizing, aluminizing, painting, and any other coating that protects or enhances the value
11 of steel or iron. Any process from the original reduction from ore to the finished product
12 constitutes a manufacturing process for iron.

13
14 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys),
15 scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

16
17 The following are considered to be steel manufacturing processes:

- 18
19 1. Production of steel by any of the following processes:
- 20 a. Open hearth furnace.
 - 21 b. Basic oxygen.
 - 22 c. Electric furnace.
 - 23 d. Direct reduction.
- 24
25
26
27
28
29 2. Rolling, heat treating, and any other similar processing.
- 30
31 3. Fabrication of the products.
- 32 a. Spinning wire into cable or strand.
 - 33 b. Corrugating and rolling into culverts.
 - 34 c. Shop fabrication.
- 35
36
37
38

39 A certification of materials origin will be required for any items comprised of, or containing,
40 steel or iron construction materials prior to such items being incorporated into the permanent
41 work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such
42 other form the Contractor chooses, provided it contains the same information as DOT Form
43 350-109EF.

44 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

45 **1-07.1 Laws to be Observed**

46
47 Section 1-07.1 is supplemented with the following:

48
49 (May 13, 2020)

1 In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and
2 safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these
3 specifications, **COVID-19 Health and Safety Plan (CHSP)**.

4
5 *(October 1, 2005 APWA GSP)*

6 Supplement this section with the following:
7

8 In cases of conflict between different safety regulations, the more stringent regulation shall
9 apply.
10

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

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

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

33 **1-07.2 State Taxes**

34
35 Delete this section, including its sub-sections, in its entirety and replace it with the following:
36

37 **1-07.2 State Sales Tax**

38 *(June 27, 2011 APWA GSP)*
39

40 The Washington State Department of Revenue has issued special rules on the State sales
41 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor
42 should contact the Washington State Department of Revenue for answers to questions in this
43 area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a
44 misunderstood tax liability.
45

46 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
47 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
48 07.2(2) describes this exception.
49

50 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
51 FHWA-funded Project) only if the Contractor has obtained from the Washington State

1 Department of Revenue a certificate showing that all contract-related taxes have been paid
2 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
3 any amount the Contractor may owe the Washington State Department of Revenue, whether
4 the amount owed relates to this contract or not. Any amount so deducted will be paid into the
5 proper State fund.

6 7 **1-07.2(1) State Sales Tax — Rule 171**

8
9 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
10 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
11 or by the United States, and which are used primarily for foot or vehicular traffic. This
12 includes storm or combined sewer systems within and included as a part of the street or road
13 drainage system and power lines when such are part of the roadway lighting system. For
14 work performed in such cases, the Contractor shall include Washington State Retail Sales
15 Taxes in the various unit bid item prices, or other contract amounts, including those that the
16 Contractor pays on the purchase of the materials, equipment, or supplies used or consumed
17 in doing the work.

18 19 **1-07.2(2) State Sales Tax — Rule 170**

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

30
31 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
32 retail sales tax on the full contract price. The Contracting Agency will automatically add this
33 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include
34 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule
35 170, with the following exception.

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

41 42 **1-07.2(3) Services**

43
44 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
45 wholly for professional or other services (as defined in Washington State Department of
46 Revenue Rules 138 and 244).

47 48 **1-07.4 Sanitation**

49 50 **1-07.4(2) Health Hazards**

51 Section 1-07.4(2) is supplemented with the following:
52

1 **(May 13, 2020)**

2 **COVID-19 Health and Safety Plan (CHSP)**

3 The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP).
4 The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to
5 beginning physical Work. The CHSP shall be based on the most current State and Federal
6 requirements. If the State or Federal requirements are revised, the CHSP shall be updated
7 as necessary to conform to the current requirements.

8
9 The Contractor shall update and resubmit the CHSP as the work progresses and new
10 activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the
11 conditions change on the project, or a particular activity, the Contractor shall update and
12 resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance
13 with the CHSP.

14
15 The CHSP shall address the health and safety of all people associated with the project
16 including State workers in the field, Contractor personnel, consultants, project staff,
17 subcontractors, suppliers and anyone on the project site, staging areas, or yards.

18
19 **COVID-19 Health and Safety Plan (CHSP) Inspection**

20 The Contractor shall grant full and unrestricted access to the Engineer for CHSP
21 Inspections. The Engineer (or designee) will conduct periodic compliance inspections on
22 the project site, staging areas, or yards to verify that any ongoing work activity is following
23 the CHSP plan. If the Engineer becomes aware of a noncompliance incident either
24 through a site inspection or other means, the Contractor will be notified immediately
25 (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or
26 suspend all or part of the associated work activity. The Contractor shall satisfy the
27 Engineer that the noncompliance incident has been corrected before the suspension will
28 end.

29
30 **1-07.5 Environmental Regulations**

31 Section 1-07.5 is supplemented with the following:

32
33 (September 20, 2010)

34 **Environmental Commitments**

35 The following Provisions summarize the requirements, in addition to those required elsewhere
36 in the Contract, imposed upon the Contracting Agency by the various documents referenced
37 in the Special Provisions **Permits and Licenses**. Throughout the work, the Contractor shall
38 comply with the following requirements:

39
40 (April 1, 2019)

41 The Contractor shall notify the Engineer a minimum of *****15***** calendar days prior to
42 commencing any work in sensitive areas, mitigation area, and wetland buffer. Installation of
43 construction fencing is excluded from this notice requirements.

44
45 (April 1, 2019)

46 No *****staging or material stockpile ***** is allowed within *****25***** feet of *****the ordinary high**
47 **water mark of Mill Creek*****. No *****refueling or storage of hazardous material***** is allowed
48 within *****150***** feet of *****the ordinary high water mark of Mill Creek*****.

49
50 (August 3, 2009)

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

5 **1-07.5(2) State Department of Fish and Wildlife**

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

7
8 (April 2, 2018)

9 The following Provisions summarize the requirements, in addition to those required elsewhere
10 in the Contract, imposed upon the Contracting Agency by the Washington State Department
11 of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following
12 requirements:
13

14 (April 2, 2018)

15 The Contractor may begin Work below the Ordinary High Water Line on ***July 1*** and must
16 complete all the Work by ***September 30***.

17
18 (April 2, 2018)

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

23 **1-07.5(5) U.S. Army Corps of Engineers**

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

25
26 (April 2, 2018)

27 The following Provisions summarize the requirements, in addition to those required elsewhere
28 in the Contract, imposed upon the Contracting Agency by the U.S. Army Corps of Engineers.
29 Throughout the work, the Contractor shall comply with the following requirements:
30

31 (February 25, 2013)

32 Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps
33 of Engineers must maintain normal downstream flows and prevent upstream and downstream
34 flooding to the maximum extent practicable.
35

36 (April 2, 2018)

37 All costs to comply with this special provision are incidental to the Contract and are the
38 responsibility of the Contractor. The Contractor shall include all related costs in the associated
39 bid prices of the Contract.
40

41 **1-07.6 Permits and Licenses**

42 Section 1-07.6 is supplemented with the following:

43
44 (January 2, 2018)

45 The Contracting Agency has or will obtained the below-listed permits(s) for this project. A
46 copy of the permit(s) is attached as an appendix for informational purposes. Copies of
47 these permits, including a copy of the Transfer of Coverage form, when applicable, are
48 required to be onsite at all times.
49

50 Contact with the permitting agencies, concerning the below-listed permit(s), shall be made
51 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 DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
National Environmental Policy Act (NEPA) – Documented Categorical Exclusion	Federal Highway Administration	CE-BROS-2021(055)
Department of the Army Section 404 Nationwide 14	Corps of Engineers Seattle District	NWS-2020-840
Section 401 Water Quality Certification	Department of Ecology	Certified under NWS-2020-840
Hydraulic Permit Approval	Washington Department of Fish and Wildlife	TBD
State Environmental Policy Act	Lewis County Community Development (LCCD)	SEP20-0019
Shoreline Development Permit	LCCD	SHD20-0003
Floodplain Permit	LCCD	FD20-00046
Fill and Grade Permit	LCCD	G20-00030

The contractor shall ensure that all permit conditions outlined in the Environmental Commitments spreadsheet are complied with (see Appendix E).

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(*****)

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

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

1-07.9 Wages

General

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

(January 1, 2021)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20210001.

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

3
4 (April 2, 2007)

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

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

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

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

16 Laborers with the occupation description, Landscaping or Planting, or

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

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

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

38
39 **1-07.9(5) Required Documents**

40 *(January 3, 2020 APWA GSP)*

41
42 Delete this section and replace it with the following:

43
44 **General**

45 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified
46 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
47 submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA)
48 system.

49
50 **Intents and Affidavits**

1 On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the
2 Engineer the following for themselves and for each firm covered under RCW 39.12 that will or
3 has provided Work and materials for the Contract:
4

- 5 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number
6 F700-029-000. The Contracting Agency will make no payment under this Contract
7 until this statement has been approved by State L&I and reviewed by the Engineer.
8
- 9 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-
10 007-000. The Contracting Agency will not grant Completion until all approved Affidavit
11 of Wages paid for the Contractor and all Subcontractors have been received by the
12 Engineer. The Contracting Agency will not release to the Contractor any funds
13 retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have
14 been approved by State L&I and all of the approved forms have been submitted to the
15 Engineer for every firm that worked on the Contract.
16

17 The Contractor is responsible for requesting these forms from State L&I and for paying any fees
18 required by State L&I.
19

20 **Certified Payrolls**

21 Certified payrolls are required to be submitted by the Contractor for themselves, all
22 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all
23 Federal-aid projects and no less than monthly on State funded projects.
24

25 **Penalties for Noncompliance**

26 The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines,
27 any or all payments may be withheld until compliance is achieved. In addition, failure to provide
28 these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or
29 Federal regulations (29 CFR 5.12).
30

31 **1-07.11 Requirements For Nondiscrimination**

32 Section 1-07.11 is supplemented with the following:
33

34 (September 3, 2019)

35 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
36 11246)
37

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

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.	

1	Portland, OR:	
2	SMSA Counties:	
3	Portland, OR-WA	4.5
4	WA Clark.	
5	Non-SMSA Counties	3.8
6	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

7
8 These goals are applicable to each nonexempt Contractor's total on-site construction
9 workforce, regardless of whether or not part of that workforce is performing work on a
10 Federal, or federally assisted project, contract, or subcontract until further notice.
11 Compliance with these goals and time tables is enforced by the Office of Federal Contract
12 compliance Programs.

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

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

34
35 U.S. Department of Labor
36 Office of Federal Contract Compliance Programs Pacific Region
37 Attn: Regional Director
38 San Francisco Federal Building
39 90 – 7th Street, Suite 18-300
40 San Francisco, CA 94103(415) 625-7800 Phone
41 (415) 625-7799 Fax

- 42
43 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area
44 is as designated herein.

45
46 Standard Federal Equal Employment Opportunity Construction Contract Specifications
47 (Executive Order 11246)

- 48
49 1. As used in these specifications:

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or 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.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should

1 reasonably be able to achieve in each construction trade in which it has employees in the
2 covered area. Covered construction contractors performing construction work in
3 geographical areas where they do not have a Federal or federally assisted construction
4 contract shall apply the minority and female goals established for the geographical area
5 where the work is being performed. The Contractor is expected to make substantially
6 uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - 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.
 - o. 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).
 - 10. 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.

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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:

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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
Fax: 360-705-6801
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

47

1-07.11 Requirements for Nondiscrimination

1 (October 1, 2020 APWA GSP, Option B)

2
3 Supplement this section with the following:

4
5 **Disadvantaged Business Enterprise Participation**

6 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
7 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract.
8 Demonstrating compliance with these Specifications is a Condition of Award (COA) of this
9 Contract. Failure to comply with the requirements of this Specification may result in your Bid
10 being found to be nonresponsive resulting in rejection or other sanctions as provided by
11 Contract.

12
13 **DBE Abbreviations and Definitions**

14 **Broker** – A business firm that provides a bona fide service, such as professional,
15 technical, consultant or managerial services and assistance in the procurement of
16 essential personnel, facilities, equipment, materials, or supplies required for the
17 performance of the Contract; or, persons/companies who arrange or expedite
18 transactions.

19
20 **Certified Business Description** – Specific descriptions of work the DBE is certified
21 to perform, as identified in the Certified Firm Directory, under the Vendor
22 Information page.

23
24 **Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged
25 Business Enterprises currently certified by Washington State. The on-line Directory
26 is available to Bidders for their use in identifying and soliciting interest from DBE
27 firms. The database is located under the Firm Certification section of the Diversity
28 Management and Compliance System web page at:
29 <https://omwbe.diversitycompliance.com>.

30
31 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines commercially
32 useful function as: *“A DBE performs a commercially useful function when it is
33 responsible for execution of the work of the contract and is carrying out its
34 responsibilities by actually performing, managing, and supervising the work
35 involved. To perform a commercially useful function, the DBE must also be
36 responsible, with respect to materials and supplies used on the contract, for
37 negotiating price, determining quality and quantity, ordering the material, and
38 installing (where applicable) and paying for the material itself. To determine whether
39 a DBE is performing a commercially useful function, you must evaluate the amount
40 of work subcontracted, industry practices, whether the amount the firm is to be paid
41 under the contract is commensurate with the work it is actually performing and the
42 DBE credit claimed for its performance of the work, and other relevant factors.”*

43
44 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the
45 Washington State Office of Minority and Women's Business Enterprises, as
46 meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

47
48 **Force Account Work** – Work measured and paid in accordance with Section 1-
49 09.6.

1 **Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other requirements
2 of this part which, by their scope, intensity, and appropriateness to the objective,
3 can reasonably be expected to fulfill the program requirement.
4

5 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
6 establishment that produces on the premises the materials, supplies, articles, or
7 equipment required under the Contract. A DBE Manufacturer shall produce
8 finished goods or products from raw or unfinished material or purchase and
9 substantially alters goods and materials to make them suitable for construction use
10 before reselling them.
11

12 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a
13 reasonable fee shall not exceed 5% of the total cost of the goods or services
14 brokered.
15

16 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
17 warehouse, or other establishment in which the materials or supplies required for
18 the performance of a Contract are bought, kept in stock, and regularly sold to the
19 public in the usual course of business. To be a Regular Dealer, the DBE firm must
20 be an established regular business that engages in as its principal business and in
21 its own name the purchase and sale of the products in question. A Regular Dealer
22 in such items as steel, cement, gravel, stone, and petroleum products need not
23 own, operate or maintain a place of business if it both owns and operates
24 distribution equipment for the products. Any supplementing of regular dealers' own
25 distribution equipment shall be by long-term formal lease agreements and not on an
26 ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons
27 who arrange or expedite transactions shall not be regarded as Regular Dealers
28 within the meaning of this definition.
29

30 **DBE Commitment** – The scope of work and dollar amount the Bidder indicates
31 they will be subcontracting to be applied towards the DBE Condition of Award Goal
32 as shown on the DBE Utilization Certification Form for each DBE Subcontractor.
33 This DBE Commitment amount will be incorporated into the Contract and shall be
34 considered a Contract requirement. The Contractor shall utilize the COA DBEs to
35 perform the work and supply the materials for which they are committed. Any
36 changes to the DBE Commitment require the Engineer's prior written approval.
37

38 **DBE Condition of Award (COA) Goal** – An assigned numerical amount specified
39 as a percentage of the Contract. Initially, this is the minimum amount that the
40 Bidder must commit to by submission of the Utilization Certification Form and/or by
41 Good Faith Effort (GFE).
42

43 **DBE COA Goal**

44 The Contracting Agency has established a DBE COA Goal for this Contract in the
45 amount of: *** \$\$ 11% \$\$ ***
46

47 **Crediting DBE Participation**

48 Subcontractors proposed as COA must be certified prior to the due date for bids on the
49 Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on
50 which they are participating is executed.
51

1 DBE participation is only credited upon payment to the DBE.

2
3 The following are some definitions of what may be counted as DBE participation.

4
5 **DBE Prime Contractor**

6 Only take credit for that portion of the total dollar value of the Contract equal to the
7 distinct, clearly defined portion of the Work that the DBE Prime Contractor performs
8 with its own forces and is certified to perform.

9
10 **DBE Subcontractor**

11 Only take credit for that portion of the total dollar value of the subcontract that is
12 equal to the distinct, clearly defined portion of the Work that the DBE performs with
13 its own forces and is certified to perform. The value of work performed by the DBE
14 includes the cost of supplies and materials purchased by the DBE and equipment
15 leased by the DBE, for its work on the contract. Supplies, materials or equipment
16 obtained by a DBE that are not utilized or incorporated in the contract work by the
17 DBE will not be eligible for DBE credit.

18
19 The supplies, materials, and equipment purchased or leased from the Contractor or
20 its affiliate, including any Contractor's resources available to DBE subcontractors at
21 no cost, shall not be credited.

22
23 DBE credit will not be given in instances where the equipment lease includes the
24 operator. The DBE is expected to operate the equipment used in the performance
25 of its work under the contract with its own forces. Situations where equipment is
26 leased and used by the DBE, but payment is deducted from the Contractor's
27 payment to the DBE is not allowed.

28
29 When the subcontractor is part of a DBE Commitment, the following apply:

- 30
31 1. If a DBE subcontracts a portion of the Work of its contract to another firm,
32 the value of the subcontracted Work may be counted toward the DBE COA
33 Goal only if the Lower-Tier Subcontractor is also a DBE.
34
35 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be
36 counted toward the DBE COA Goal.
37
38 3. Work subcontracted to a non-DBE does not count towards the DBE COA
39 Goal.

40
41 **DBE Subcontract and Lower Tier Subcontract Documents**

42 There must be a subcontract agreement that complies with 49 CFR Part 26 and
43 fully describes the distinct elements of Work committed to be performed by the
44 DBE.

45
46 **DBE Service Provider**

47 The value of fees or commissions charged by a DBE firm behaving in a manner of a
48 Broker, or another service provider for providing a bona fide service, such as
49 professional, technical, consultant, managerial services, or for providing bonds or
50 insurance specifically required for the performance of the contract will only be

1 credited as DBE participation, if the fee/commission is determined by the
2 Contracting Agency to be reasonable and the firm has performed a CUF.

3 **Force Account Work**

4 When the Bidder elects to utilize force account Work to meet the DBE COA Goal,
5 as demonstrated by listing this force account Work on the DBE Utilization
6 Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of the
7 Proposal amount shall be credited toward the Bidder's Commitment to meet the
8 DBE COA Goal.
9

10
11 One hundred percent of the actual amounts paid to the DBE for the force account
12 Work shall be credited towards the DBE COA Goal or DBE participation.
13

14 **Temporary Traffic Control**

15 If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control
16 Supervisor (TCS) and flagger, which are under the direct control of the DBE. The
17 DBE firm shall also provide all flagging equipment for it's employees (e.g. paddles,
18 hard hats, and vests).
19

20 If the DBE firm provides "Traffic Control Services", the DBE firm must provide a
21 TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in
22 total control of all items in implementing the traffic control for the project.
23

24 **Trucking**

25 DBE trucking firm participation may only be credited as DBE participation for the
26 value of the hauling services, not for the materials being hauled unless the trucking
27 firm is also certified as a supplier of those materials. In situations where the DBE's
28 work is priced per ton, the value of the hauling service must be calculated
29 separately from the value of the materials in order to determine DBE credit for
30 hauling
31

32 The DBE trucking firm must own and operate at least one licensed, insured and
33 operational truck on the contract. The truck must be of the type that is necessary to
34 perform the hauling duties required under the contract. The DBE receives credit for
35 the value of the transportation services it provides on the Contract using trucks it
36 owns or leases, licenses, insures, and operates with drivers it employs.
37

38 The DBE may lease additional trucks from another DBE firm. The DBE who leases
39 additional trucks from another DBE firm receives credit for the value of the
40 transportation services the lessee DBE provides on the Contract.
41

42 The trucking Work subcontracted to any non-DBE trucking firm will not receive
43 credit for Work done on the project.
44

45 The DBE may lease trucks from a truck leasing company (recognized truck rental
46 center), but can only receive credit towards DBE participation if the DBE uses its
47 own employees as drivers.
48

49 **DBE Manufacturer and DBE Regular Dealer**

50 One hundred percent (100%) of the cost of the manufactured product obtained from
51 a DBE manufacturer may count towards the DBE COA Goal.

1
2 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
3 Regular Dealer may be credited towards the DBE Goal. If the role of the DBE
4 Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited
5 to the fee or commission it receives for its services. Regular Dealer status and the
6 amount of credit is determined on a Contract-by-Contract basis.

7
8 DBE firms proposed to be used as a Regular Dealer must be approved before
9 being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list
10 published on WSDOT's Office of Equal Opportunity (OEO) web site must include
11 the specific project for which approval is being requested. For purposes of the DBE
12 COA Goal participation, the Regular Dealer must submit the Regular Dealer Status
13 Request form a minimum of five calendar days prior to bid opening.

14
15 Purchase of materials or supplies from a DBE which is neither a manufacturer nor a
16 regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in
17 the procurement of the materials and supplies, or fees or transportation charges for
18 the delivery of materials or supplies required on the job site, may count towards the
19 DBE COA Goal provided the fees are not excessive as compared with fees
20 customarily allowed for similar services. Documentation will be required to support
21 the fee/commission charged by the DBE. The cost of the materials and supplies
22 themselves cannot be counted toward the DBE COA Goal.

23
24 Note: Requests to be listed as a Regular Dealer will only be processed if the
25 requesting firm is a material supplier certified by the Office of Minority and
26 Women's Business Enterprises in a NAICS code that falls within the
27 42XXXX NAICS Wholesale code section.

28 29 **Disadvantaged Business Enterprise Utilization**

30 To be eligible for award of the Contract, the Bidder shall properly complete and submit a
31 Disadvantaged Business Enterprise (DBE) Utilization Certification with the Bidder's
32 sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's
33 DBE Utilization Certification must clearly demonstrate how the Bidder intends to meet
34 the DBE COA Goal. A DBE Utilization Certification (WSDOT Form 272-056) is included
35 in the Proposal package for this purpose as well as instructions on how to properly fill
36 out the form.

37
38 The Bidder is advised that the items listed below when listed in the Utilization
39 Certification must have their amounts reduced to the percentages shown and those
40 reduced amounts will be the amount applied towards meeting the DBE COA Goal.

- 41 • Force account at 50%
- 42 • Regular dealer at 60%

43
44
45 In the event of arithmetic errors in completing the DBE Utilization Certification, the
46 amount listed to be applied towards the DBE COA Goal for each DBE shall govern and
47 the DBE total amount shall be adjusted accordingly.

48
49 Note: The Contracting Agency shall consider as non-responsive and shall reject
50 any Bid Proposal submitted that does not contain a DBE Utilization

1 Certification Form that accurately demonstrates how the Bidder intends to
2 meet the DBE COA Goal.

3
4 **Disadvantaged Business Enterprise Written Confirmation Document(s)**

5 The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written
6 Confirmation Document (completed and signed by the DBE) for each DBE firm listed in
7 the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure to do
8 so will result in the associated participation being disallowed, which may cause the Bid
9 to be determined to be nonresponsive resulting in Bid rejection.

10
11 The Confirmation Documents provide confirmation from the DBEs that they are
12 participating in the Contract as provided in the Bidder's Commitment. The Confirmation
13 Documents must be consistent with the Utilization Certification.

14
15 A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the
16 Proposal package for this purpose.

17
18 The form(s) shall be received as specified in the special provisions for Section 1-02.9
19 Delivery of Proposal.

20
21 It is prohibited for the Bidder to require a DBE to submit a Written Confirmation
22 Document with any part of the form left blank. Should the Contracting Agency determine
23 that an incomplete Written Confirmation Document was signed by a DBE, the validity of
24 the document comes into question. The associated DBE participation may not receive
25 credit.

26
27 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

28 The successful Bidder shall be selected on the basis of having submitted the lowest
29 responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal.
30 The Contracting Agency, at any time during the selection process, may request a
31 breakdown of the bid items and amounts that are counted towards the overall contract
32 goal for any of the DBEs listed on the DBE Utilization Certification.

33
34 Achieving the DBE COA Goal may be accomplished in one of two ways:

- 35
36 1. By meeting the DBE COA Goal
37 Submission of the DBE Utilization Certification, supporting DBE Written
38 Confirmation Document(s) showing the Bidder has obtained enough DBE
39 participation to meet or exceed the DBE COA Goal, the DBE Bid Item
40 Breakdown and the DBE Trucking Credit Form, if applicable.
- 41
42 2. By documentation that the Bidder made adequate GFE to meet the DBE COA
43 Goal
44 The Bidder may demonstrate a GFE in whole or part through GFE
45 documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE
46 participation have been unsuccessful. The Bidder must supply GFE
47 documentation in addition to the DBE Utilization Certification, supporting DBE
48 Written Confirmation Document(s), the DBE Bid Item Breakdown form and the
49 DBE Trucking Credit Form, if applicable.

1 Note: In the case where a Bidder is awarded the contract based on
2 demonstrating adequate GFE, the advertised DBE COA Goal will not be
3 reduced. The Bidder shall demonstrate a GFE during the life of the
4 Contract to attain the advertised DBE COA Goal.

5
6 GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking Credit
7 Form, if applicable, shall be submitted as specified in Section 1-02.9.

8
9 The Contracting Agency will review the GFE documentation and will determine if the
10 Bidder made an adequate good faith effort.

11 **Good Faith Effort (GFE) Documentation**

12 GFE is evaluated when:

- 13 1. Determining award of a Contract that has COA goal,
- 14 2. When a COA DBE is terminated and substitution is required, and
- 15 3. Prior to Physical Completion when determining whether the Contractor has
16 satisfied its DBE commitments.

17
18
19
20
21
22 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,
23 demonstrate adequate good faith efforts. The following is a list of types of actions, which
24 would be considered as part of the Bidder's GFE to achieve DBE participation. It is not
25 intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive.
26 Other factors or types of efforts may be relevant in appropriate cases.

- 27 1. Soliciting through all reasonable and available means (e.g. attendance at pre-
28 bid meetings, advertising and/or written notices) the interest of all certified
29 DBEs who have the capability to perform the Work of the Contract. The Bidder
30 must solicit this interest within sufficient time to allow the DBEs to respond to
31 the solicitation. The Bidder must determine with certainty if the DBEs are
32 interested by taking appropriate steps to follow up initial solicitations.
- 33 2. Selecting portions of the Work to be performed by DBEs in order to increase
34 the likelihood that the DBE COA Goal will be achieved. This includes, where
35 appropriate, breaking out contract Work items into economically feasible units
36 to facilitate DBE participation, even when the Bidder might otherwise prefer to
37 perform these Work items with its own forces.
- 38 3. Providing interested DBEs with adequate information about the Plans,
39 Specifications, and requirements of the Contract in a timely manner to assist
40 them in responding to a solicitation.
 - 41 a. Negotiating in good faith with interested DBEs. It is the Bidder's
42 responsibility to make a portion of the Work available to DBE
43 subcontractors and suppliers and to select those portions of the Work or
44 material needs consistent with the available DBE subcontractors and
45 suppliers, so as to facilitate DBE participation. Evidence of such
46 negotiation includes the names, addresses, and telephone numbers of
47 DBEs that were considered; a description of the information provided

1 regarding the Plans and Specifications for the Work selected for
2 subcontracting; and evidence as to why additional agreements could not
3 be reached for DBEs to perform the Work.

4
5 b. A Bidder using good business judgment would consider a number of
6 factors in negotiating with subcontractors, including DBE subcontractors,
7 and would take a firm's price and capabilities as well as the DBE COA
8 Goal into consideration. However, the fact that there may be some
9 additional costs involved in finding and using DBEs is not in itself sufficient
10 reason for a Bidder's failure to meet the DBE COA Goal, as long as such
11 costs are reasonable. Also, the ability or desire of a Bidder to perform the
12 Work of a Contract with its own organization does not relieve the Bidder of
13 the responsibility to make Good Faith Efforts. Bidders are not, however,
14 required to accept higher quotes from DBEs if the price difference is
15 excessive or unreasonable.

- 16
17 4. Not rejecting DBEs as being unqualified without sound reasons based on a
18 thorough investigation of their capabilities. The Bidder's standing within its
19 industry, membership in specific groups, organizations, or associations and
20 political or social affiliations (for example union vs. non-union employee status)
21 are not legitimate causes for the rejection or non-solicitation of bids in the
22 Bidder's efforts to meet the DBE COA Goal.
- 23
24 5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or
25 insurance as required by the recipient or Bidder.
- 26
27 6. Making efforts to assist interested DBEs in obtaining necessary equipment,
28 supplies, materials, or related assistance or services.
- 29
30 7. Effectively using the services of available minority/women community
31 organizations; minority/women contractors' groups; local, State, and Federal
32 minority/women business assistance offices; and other organizations as
33 allowed on a case-by-case basis to provide assistance in the recruitment and
34 placement of DBEs.
- 35
36 8. Documentation of GFE must include copies of each DBE and non-DBE
37 subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is
38 selected over a DBE for Work on the Contract. (ref. updated DBE regulations
39 – 26.53(b)(2)(vi) & App. A)

40
41 **Administrative Reconsideration of GFE Documentation**

42 A Bidder has the right to request reconsideration if the GFE documentation submitted
43 with their Bid was determined to be inadequate.

- 44
45 • The Bidder must request within 48 hours of notification of being nonresponsive
46 or forfeit the right to reconsideration.
- 47
48 • The reconsideration decision on the adequacy of the Bidder's GFE
49 documentation shall be made by an official who did not take part in the original
50 determination.

- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

DBE Bid Item Breakdown

The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

DBE Trucking Credit Form

The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

Note: The DBE Trucking Credit Form is only required for a DBE Firm listed on the DBE Utilization Certification as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

Procedures between Award and Execution

After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three years.

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price;

1 determining quality and quantity; ordering the material, installing (where applicable);
2 and paying for the material itself. If a DBE does not perform "all" of these functions
3 on a furnish-and-install contract, it has not performed a CUF and the cost of
4 materials cannot be counted toward DBE COA Goal. Leasing of equipment from a
5 leasing company is allowed. However, leasing/purchasing equipment from the
6 Contractor is not allowed. Lease agreements shall be provided prior to the
7 Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE
8 may not be credited as countable participation.
9

10 The DBE does not perform a CUF if its role is limited to that of an extra participant
11 in a transaction, contract, or project through which the funds are passed in order to
12 obtain the appearance of DBE participation.
13

14 In order for a DBE traffic control company to be considered to be performing a CUF,
15 the DBE must be in control of its work inclusive of supervision. The DBE shall
16 employ a Traffic Control Supervisor who is directly involved in the management and
17 supervision of the traffic control employees and services.
18

19 The following are some of the factors that the Engineer will use in determining
20 whether a DBE trucking company is performing a CUF:
21

- 22 • The DBE shall be responsible for the management and supervision of the
23 entire trucking operation for which it is responsible on the contract. The
24 owner demonstrates business related knowledge, shows up on site and is
25 determined to be actively running the business.
26
- 27 • The DBE itself shall own and operate at least one fully licensed, insured,
28 and operational truck used on the Contract. The drivers of the trucks
29 owned and leased by the DBE must be exclusively employed by the DBE
30 and reflected on the DBE's payroll.
31
- 32 • Lease agreements for trucks shall indicate that the DBE has exclusive use
33 of and control over the truck(s). This does not preclude the leased truck
34 from working for others provided it is with the consent of the DBE and the
35 lease provides the DBE absolute priority for use of the leased truck.
36
- 37 • Leased trucks shall display the name and identification number of the
38 DBE.
39

40 **UDBE/DBE/FSBE Truck Unit Listing Log**

41 In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking
42 firm shall submit supplemental information consisting of a completed Primary
43 UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle
44 registrations, and all Rental/Lease agreements (if applicable). The supplemental
45 information shall be submitted to the Engineer prior to any trucking services being
46 performed for DBE credit. Incomplete or incorrect supplemental information will be
47 returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing
48 Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be
49 submitted and accepted by the Engineer no later than ten calendar days of utilizing
50 applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may
51 result in trucks not being credited as DBE participation.

1
2 Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit
3 Listing Log for each day that the DBE performs trucking services for DBE credit.
4 The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to
5 the Engineer by Friday of the week after the work was performed.
6

7 **Joint Checking**

8 A joint check is a check between a Subcontractor and the Contractor to the supplier
9 of materials/supplies. The check is issued by the Contractor as payer to the
10 Subcontractor and the material supplier jointly for items to be incorporated into the
11 project. The DBE must release the check to the supplier, while the Contractor acts
12 solely as the guarantor.
13

14 A joint check agreement must be approved by the Engineer and requested by the
15 DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to
16 its use. The form must accompany the DBE Joint Check Agreement between the
17 parties involved, including the conditions of the arrangement and expected use of
18 the joint checks.
19

20 The approval to use joint checks and the use will be closely monitored by the
21 Engineer. To receive DBE credit for performing a CUF with respect to obtaining
22 materials and supplies, a DBE must “be responsible for negotiating price,
23 determining quality and quantity, ordering the material, installing and paying for the
24 material itself.” The Contractor shall submit DBE Joint Check Request Form to the
25 Engineer and be in receipt of written approval prior to using a joint check.
26

27 Material costs paid by the Contractor directly to the material supplier are not
28 allowed. If proper procedures are not followed or the Engineer determines that the
29 arrangement results in lack of independence for the DBE involved, no DBE credit
30 will be given for the DBE’s participation as it relates to the material cost.
31

32 **Prompt Payment**

33 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1.
34 Prompt payment requirements apply to progress payments as well as return of
35 retainage.
36

37 **Subcontracts**

38 Prior to a DBE performing Work on the Contract, an executed subcontract between
39 the DBE and the Contractor shall be submitted to the Engineer. The executed
40 subcontracts shall be submitted by email to the following email address
41

42 *** \$\$Rose.Williams@lewiscountywa.gov\$\$ ***
43

44 The prime contractor shall notify the Engineer in writing within five calendar days of
45 subcontract submittal.
46

47 **Reporting**

48 The Contractor and all subcontractors/suppliers/service providers that utilize DBEs
49 to perform work on the project, shall maintain appropriate records that will enable
50 the Engineer to verify DBE participation throughout the life of the project.
51

1
2 Refer to Section 1-08.1 for additional reporting requirements associated with this
3 contract.
4

5 **Changes in COA Work Committed to DBE**

6 The Contractor shall utilize the COA DBEs to perform the work and supply the materials
7 for which each is committed unless prior written approval by the Engineer is received by
8 the Contractor. The Contractor shall not be entitled to any payment for work or material
9 completed by the Contractor or subcontractors that was committed to be completed by
10 the COA DBEs in the DBE Utilization Certification form.
11

12 **Owner Initiated Changes**

13 In instances where the Engineer makes changes that result in changes to Work that
14 was committed to a COA DBE the Contractor may be directed to substitute for the
15 Work.
16

17 **Contractor Initiated Changes**

18 The Contractor cannot change the scope or reduce the amount of work committed
19 to a COA DBE without good cause. Reducing DBE Commitment is viewed as
20 partial DBE termination, and therefore subject to the termination procedures below.
21

22 **Original Quantity Underruns**

23 In the event that Work committed to a DBE firm as part of the COA underruns the
24 original planned quantities the Contractor may be required to substitute other
25 remaining Work to another DBE.
26

27 **Contractor Proposed DBE Substitutions**

28 Requests to substitute a COA DBE must be for good cause (see DBE termination
29 process below), and requires prior written approval of the Engineer. After receiving
30 a termination with good cause approval, the Contractor may only replace a DBE
31 with another certified DBE. When any changes between Contract Award and
32 Execution result in a substitution of COA DBE, the substitute DBE shall have been
33 certified prior to the bid opening on the Contract.
34

35 **DBE Termination**

36 Termination of a COA DBE (or an approved substitute DBE) is only allowed in
37 whole or in part for good cause and with prior written approval of the Engineer. If
38 the Contractor terminates a COA DBE without the prior written approval of the
39 Engineer, the Contractor shall not be entitled to payment for work or material
40 committed to, but not performed/supplied by the COA DBE. In addition, sanctions
41 may apply as described elsewhere in this specification.
42

43 Prior to requesting approval to terminate a COA DBE, the Contractor shall give
44 notice in writing to the DBE with a copy to the Engineer of its intent to request to
45 terminate DBE Work and the reasons for doing so. The DBE shall have five (5)
46 days to respond to the Contractor's notice. The DBE's response shall either support
47 the termination or advise the Engineer and the Contractor of the reasons it objects
48 to the termination of its subcontract.
49

50 If the request for termination is approved, the Contractor is required to substitute
51 with another DBE to perform at least the same amount of work as the DBE that was

1 terminated (or provide documentation of GFE). A plan to replace the COA DBE
2 Commitment amount shall be submitted to the Engineer within 2 days of the
3 approval of termination. The plan to replace the Commitment shall provide the
4 same detail as that required in the DBE Utilization Certification.

5
6 The Contractor must have good cause to terminate a COA DBE.

7
8 Good cause typically includes situations where the DBE Subcontractor is unable or
9 unwilling to perform the work of its subcontract. Good cause may exist if:

- 10 • The DBE fails or refuses to execute a written contract.
- 11
- 12 • The DBE fails or refuses to perform the Work of its subcontract in a way
13 consistent with normal industry standards.
- 14
- 15 • The DBE fails or refuses to meet the Contractor's reasonable
16 nondiscriminatory bond requirements.
- 17
- 18 • The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- 19
- 20
- 21 • The DBE is ineligible to work on public works projects because of
22 suspension and debarment proceedings pursuant to federal law or
23 applicable State law.
- 24
- 25 • The DBE is ineligible to receive DBE credit for the type of work involved.
- 26
- 27 • The DBE voluntarily withdraws from the project and provides written notice
28 of its withdrawal.
- 29
- 30 • The DBE's work is deemed unsatisfactory by the Engineer and not in
31 compliance with the Contract.
- 32
- 33 • The DBE's owner dies or becomes disabled with the result that the DBE is
34 unable to complete its Work on the Contract.

35
36 Good cause does not exist if:

- 37 • The Contractor seeks to terminate a COA DBE so that the Contractor can
38 self-perform the Work.
- 39
- 40
- 41 • The Contractor seeks to terminate a COA DBE so the Contractor can
42 substitute another DBE contractor or non-DBE contractor after Contract
43 Award.
- 44
- 45 • The failure or refusal of the COA DBE to perform its Work on the
46 subcontract results from the bad faith or discriminatory action of the
47 Contractor (e.g., the failure of the Contractor to make timely payments or
48 the unnecessary placing of obstacles in the path of the DBE's Work).
- 49
- 50
- 51

1 **Decertification**

2 When a DBE is “decertified” from the DBE program during the course of the
3 Contract, the participation of that DBE shall continue to count as DBE participation
4 as long as the subcontract with the DBE was executed prior to the decertification
5 notice. The Contractor is obligated to substitute when a DBE does not have an
6 executed subcontract agreement at the time of decertification.

7
8 **Consequences of Non-Compliance**

9 **Breach of Contract**

10 Each contract with a Contractor (and each subcontract the Contractor signs with a
11 Subcontractor) must include the following assurance clause:

12
13 The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of
14 race, color, national origin, or sex in the performance of this contract. The
15 Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award
16 and administration of DOT-assisted contracts. Failure by the Contractor to carry
17 out these requirements is a material breach of this Contract, which may result in the
18 termination of this Contract or such other remedy as the recipient deems
19 appropriate, which may include, but is not limited to:

- 20
21 (1) Withholding monthly progress payments;
22
23 (2) Assessing sanctions;
24
25 (3) Liquidated damages; and/or
26
27 (4) Disqualifying the Contractor from future bidding as non-responsible.

28
29 **Notice**

30 If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service
31 provider is deemed to be in non-compliance, the Contractor will be informed in
32 writing, by certified mail by the Engineer that sanctions will be imposed for failure to
33 meet the DBE COA Commitment and/or submit documentation of good faith efforts.
34 The notice will state the specific sanctions to be imposed which may include
35 impacting a Contractor or other entity’s ability to participate in future contracts.

36
37 **Sanctions**

38 If it is determined that the Contractor’s failure to meet all or part of the DBE COA
39 Commitment is due to the Contractor’s inadequate good faith efforts throughout the life
40 of the Contract, including failure to submit timely, required Good Faith Efforts information
41 and documentation, the Contractor may be required to pay DBE penalty equal to the
42 amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-
43 07.11(5).

44
45 **Payment**

46 Compensation for all costs involved with complying with the conditions of this
47 Specification and any other associated DBE requirements is included in payment for the
48 associated Contract items of Work, except otherwise provided in the Specifications.

49
50 **1-07.12 Federal Agency Inspection**

51 Section 1-07.12 is supplemented with the following:

1
2 (January 25, 2016)

3 **Required Federal Aid Provisions**

4 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised
5 May 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard
6 Specifications and are made a part of this Contract; provided, however, that if any of the
7 provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then
8 the Washington State Law shall prevail.

9
10 The provisions of FHWA 1273, as amended, included in this Contract require that the
11 Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together with
12 the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be
13 included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 and
14 amendments thereto in any lower tier Subcontracts, together with the wage rates. The
15 Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is
16 inserted in each Subcontract for Subcontractors and lower tier Subcontractors. For this
17 purpose, upon request to the Project Engineer, the Contractor will be provided with extra
18 copies of the FHWA 1273, and amendments thereto, the applicable wage rates, and this
19 Special Provision.

20
21 **1-07.17 Utilities And Similar Facilities**

22 (April 2, 2007)

23 Section 1-07.17 is supplemented with the following:

24
25 Locations and dimensions shown in the Plan for existing facilities are in accordance with
26 available information obtained without uncovering, measuring, or other verification.

27
28 The following addresses and telephone numbers of utility companies known or suspected of
29 having facilities within the project limits are supplied for the Contractor's convenience:

30
31 Lewis County P.U.D. No. 1 TDS Telecom
32 321 NW Pacific Avenue PO Box 218
33 Chehalis, WA 98532 La Center, WA. 98629
34 Telephone (360) 748-9261 Telephone (877) 407-6235

35
36
37 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to
38 construction at each project site. The Contractor shall notify the Utility Owner of any utilities that
39 are within two feet of the planned construction. The above list of Utility Owners may not be
40 complete. As per RCW 19.122 it shall be the Contractors responsibility to contact the owners of
41 utilities known or suspected of having services close to the project site.

42
43 **1-07.18 Public Liability and Property Damage Insurance**

44
45 Delete this section in its entirety, and replace it with the following:

46
47 **1-07.18 Insurance**

48 (January 4, 2016 APWA GSP)

49
50 **1-07.18(1) General Requirements**

- 1 A. The Contractor shall procure and maintain the insurance described in all subsections of
2 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of
3 not less than A-: VII and licensed to do business in the State of Washington. The Contracting
4 Agency reserves the right to approve or reject the insurance provided, based on the insurer's
5 financial condition.
- 6
- 7 B. The Contractor shall keep this insurance in force without interruption from the commencement
8 of the Contractor's Work through the term of the Contract and for thirty (30) days after the
9 Physical Completion date, unless otherwise indicated below.
- 10
- 11 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
12 subsequent renewals, shall be no later than the effective date of this Contract. The policy
13 shall state that coverage is claims made, and state the retroactive date. Claims-made form
14 coverage shall be maintained by the Contractor for a minimum of 36 months following the
15 Completion Date or earlier termination of this Contract, and the Contractor shall annually
16 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
17 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an
18 extended reporting period ("tail") or execute another form of guarantee acceptable to the
19 Contracting Agency to assure financial responsibility for liability for services performed.
- 20
- 21 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
22 Liability insurance policies shall be primary and non-contributory insurance as respects the
23 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
24 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
25 excess of the Contractor's insurance and shall not contribute with it.
- 26
- 27 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
28 notice of any policy cancellation, within two business days of their receipt of such notice.
- 29
- 30 G. The Contractor shall not begin work under the Contract until the required insurance has been
31 obtained and approved by the Contracting Agency
- 32
- 33 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
34 material breach of contract, upon which the Contracting Agency may, after giving five
35 business days' notice to the Contractor to correct the breach, immediately terminate the
36 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums
37 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
38 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
39 Contractor from the Contracting Agency.
- 40
- 41 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
42 Contract and no additional payment will be made.

43

44 **1-07.18(2) Additional Insured**

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

- 48 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- 49

50 The above-listed entities shall be additional insured(s) for the full available limits of liability
51 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor

1 are greater than those required by this Contract, and irrespective of whether the Certificate of
2 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
3 maintained by the Contractor.

4
5 For Commercial General Liability insurance coverage, the required additional insured
6 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations
7 and CG 20 37 10 01 for completed operations.

8
9 **1-07.18(3) Subcontractors**

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

14
15 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
16 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that
17 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10
18 01 for ongoing operations and CG 20 37 10 01 for completed operations.

19
20 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
21 evidence of insurance and copies of the additional insured endorsements of each Subcontractor
22 of every tier as required in 1-07.18(4) Verification of Coverage.

23
24 **1-07.18(4) Verification of Coverage**

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

31
32 Verification of coverage shall include:

- 33 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
34 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
35 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a
36 copy of any blanket additional insured clause from its policies instead of a separate
37 endorsement.
38 3. Any other amendatory endorsements to show the coverage required herein.
39 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
40 requirements – actual endorsements must be submitted.

41
42 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
43 a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this
44 Project, a full and certified copy of that policy is required when the Contractor delivers the signed
45 Contract for the work.

46
47 **1-07.18(5) Coverages and Limits**

48 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
49 maintenance of insurance, its scope of coverage, and limits as required herein shall not be

1 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
2 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

3
4 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
5 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
6 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
7 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-
8 insured retention shall be the responsibility of the Contractor.

9
10 **1-07.18(5)A Commercial General Liability**

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

16
17 The Commercial General Liability insurance shall be endorsed to provide a per project general
18 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

19
20 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
21 completed operations for at least three years following Substantial Completion of the Work.

22
23 Such policy must provide the following minimum limits:

24	\$1,000,000	Each Occurrence
25	\$2,000,000	General Aggregate
26	\$2,000,000	Products & Completed Operations Aggregate
27	\$1,000,000	Personal & Advertising Injury each offence
28	\$1,000,000	Stop Gap / Employers' Liability each accident

29
30 **1-07.18(5)B Automobile Liability**

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

35
36 Such policy must provide the following minimum limit:

37	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

38
39 **1-07.18(5)C Workers' Compensation**

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

42
43 **1-07.23 Public Convenience and Safety**

44
45 **1-07.23(1) Construction Under Traffic**

46 Section 1-07.23(1) is supplemented with the following:
47

(February 3, 2020)

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 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

1-08, Prosecution and Progress

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

16
17
18 Add the following new section:
19

20 **1-08.0(2) Hours of Work**
21 *(December 8, 2014 APWA GSP)*
22

23 Except in the case of emergency or unless otherwise approved by the Engineer, the normal
24 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and
25 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires
26 different than the normal working hours stated above, the request must be submitted in
27 writing prior to the preconstruction conference, subject to the provisions below. The working
28 hours for the Contract shall be established at or prior to the preconstruction conference.
29

30 All working hours and days are also subject to local permit and ordinance conditions (such as
31 noise ordinances).
32

33 If the Contractor wishes to deviate from the established working hours, the Contractor shall
34 submit a written request to the Engineer for consideration. This request shall state what hours
35 are being requested, and why. Requests shall be submitted for review no later than 3 working
36 days prior to the day(s) the Contractor is requesting to change the hours.
37

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

- 40 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
41 Agency for the costs in excess of straight-time costs for Contracting Agency
42 representatives who worked during such times. (The Engineer may require
43 designated representatives to be present during the work. Representatives who may
44 be deemed necessary by the Engineer include, but are not limited to: survey crews;
45 personnel from the Contracting Agency's material testing lab; inspectors; and other
46 Contracting Agency employees or third party consultants when, in the opinion of the
47 Engineer, such work necessitates their presence.)

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

1-08.1 Subcontracting
(December 19, 2019 APWA GSP, Option A)

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 (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting 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.

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

1 standard schedule format. Regardless of which format used, the schedule shall identify the
2 critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return
3 the schedule for corrections within 15 calendar days of receiving the submittal.

4 **Contractor's Weekly Activities**

5 (*****)
6

7
8 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate
9 the Contractor's proposed activities for the forthcoming week along with the hours of work.
10 This will permit the Engineer to more effectively provide the contract engineering and
11 inspection for the Contractor's operations.

12
13 The written weekly activity schedule shall be submitted to the Engineer or a designated
14 assistant before the end of the last shift on the next to the last working day of the week
15 preceding the indicated activities, or other mutually agreeable time.

16
17 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
18 sequence differing from that which has been shown on the schedule, the Engineer may require
19 the Contractor to delay unscheduled activities until they are included on a subsequent weekly
20 activity schedule.

21
22 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
23 summary of project activities to the Engineer. The summary of activities shall include a report
24 of the nature and progress of each of the major activities that were advanced on the project
25 within the previous week.

26
27 It shall be sufficiently detailed that a composite history of the project develops. The locations
28 and approximate quantity guardrail and traffic control work shall be reported. Unusual activity,
29 and conditions or events that may affect the course of the project shall also be reported.

30 **1-08.4 Prosecution of Work**

31
32 Delete this section and replace it with the following:

33 **1-08.4 Notice to Proceed and Prosecution of Work**

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

36
37 Notice to Proceed will be given after the contract has been executed and the contract bond
38 and evidence of insurance have been approved and filed by the Contracting Agency. The
39 Contractor shall not commence with the work until the Notice to Proceed has been given by
40 the Engineer. The Contractor shall commence construction activities on the project site within
41 ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor
42 shall diligently pursue the work to the physical completion date within the time specified in the
43 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
44 Contractor of the responsibility to complete the work within the time(s) specified in the
45 contract.
46

47
48 When shown in the Plans, the first order of work shall be the installation of high visibility
49 fencing to delineate all areas for protection or restoration, as described in the Contract.
50 Installation of high visibility fencing adjacent to the roadway shall occur after the placement of
51 all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon

1 construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No
2 other work shall be performed on the site until the Contracting Agency has accepted the
3 installation of high visibility fencing, as described in the Contract.

4 **1-08.5 Time for Completion**

5 *(November 30, 2018 APWA GSP, Option B)*

6
7
8 Revise the third and fourth paragraphs to read:

9
10 Contract time shall begin on the first working day following the ~~the 14th~~ calendar day after
11 the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then
12 contract time shall begin on the first working day when onsite work begins.

13
14 Each working day shall be charged to the contract as it occurs, until the contract work is
15 physically complete. If substantial completion has been granted and all the authorized
16 working days have been used, charging of working days will cease. Each week the Engineer
17 will provide the Contractor a statement that shows the number of working days: (1) charged to
18 the contract the week before; (2) specified for the physical completion of the contract; and (3)
19 remaining for the physical completion of the contract. The statement will also show the
20 nonworking days and any partial or whole day the Engineer declares as unworkable. Within
21 10 calendar days after the date of each statement, the Contractor shall file a written protest of
22 any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in
23 sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By
24 not filing such detailed protest in that period, the Contractor shall be deemed as having
25 accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4
26 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked
27 would ordinarily be charged as a working day, then the fifth day of that week will be charged
28 as a working day whether or not the Contractor works on that day.

29
30 Revise the sixth paragraph to read:

31
32 The Engineer will give the Contractor written notice of the completion date of the contract
33 after all the Contractor's obligations under the contract have been performed by the
34 Contractor. The following events must occur before the Completion Date can be established:

- 35 1. The physical work on the project must be complete; and
- 36 2. The Contractor must furnish all documentation required by the contract and required by
37 law, to allow the Contracting Agency to process final acceptance of the contract. The
38 following documents must be received by the Project Engineer prior to establishing a
39 completion date:
- 40 a. Certified Payrolls (per Section 1-07.9(5)).
 - 41 b. Material Acceptance Certification Documents
 - 42 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
43 Contract Provisions.
 - 44 d. Final Contract Voucher Certification
 - 45 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
46 Subcontractors
 - 47 f. A copy of the Notice of Termination sent to the Washington State Department of
48 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
49 Notice of Termination by Ecology; and no rejection of the Notice of Termination by

Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24

(*****)

This project shall be physically completed within *** **35** *** working days.

1-08.9 Liquidated Damages

Section 1-08.9 is supplemented with the following:

(September 8, 2020)

Liquidated damages in the amount of *** \$\$ 1,000.00 \$\$ *** per working day will be assessed for failure to physically complete the Contract within the physical completion time specified.

1-09, MEASUREMENT AND PAYMENT

1-09.9 Payments

(March 13, 2012 APWA GSP)

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

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

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

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 payments. 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.

1-09.9(1) Retainage

Section 1-09.9(1) content and title is deleted and replaced with the following:

**(June 27, 2011)
Vacant**

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 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 36.01.050 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 **1-09.13(3) Claims \$250,000 or Less**
2 (October 1, 2005 APWA GSP)

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

5
6 The Contractor and the Contracting Agency mutually agree that those claims that total
7 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
8 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
9 agree in writing to resolve the claim through binding arbitration.

10
11 **1-09.13(3)A Administration of Arbitration**
12 (November 30, 2018 APWA GSP)

13
14 Revise the third paragraph to read:

15
16 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
17 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
18 Superior Court of the county in which the Contracting Agency's headquarters is located,
19 provided that where claims subject to arbitration are asserted against a county, RCW
20 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the
21 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the
22 Contract as a basis for decisions.

23
24 **1-09.13(4) Claims in Excess of \$250,000**

25
26 Section 1-09.13(4) is hereby deleted and replaced with the following:

27
28 **CLAIMS RESOLUTION**
29 (Lewis County)

30
31 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5
32 and Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of
33 these sections must be complied with in full as a condition precedent to the Contractor's right
34 to seek claims resolution through arbitration or litigation. The Contractor may file with the
35 Engineer a request for binding arbitration; the Engineer's decision regarding that request
36 shall be final and unappealable. Nothing in this paragraph affects or tolls the limitations
37 period as set forth in Section 1-09.11(3) of the Standard Specifications. However, if the
38 Contractor files a lawsuit raising any claim(s) arising from the contract, the parties shall, if the
39 Engineer so directs, submit such claim(s) to binding arbitration, subject to the rights of any
40 party thereto to file with the Lewis County Superior Court motions to dismiss or for summary
41 judgment at any time. In any binding arbitration proceeding, the provisions of subparagraphs
42 (a) and (b) shall apply.

- 43
44 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be
45 heard in a single arbitration hearing, and then only after completion of the
46 contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the
47 arbitration rules hereafter stated, and shall, for purposes of administration of the
48 arbitration, comply where applicable with the 1994 Lewis County Superior Court
49 Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b),
50 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced
51 MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual

1 agreement of the parties from the list provided by the Lewis County Superior
2 Court Administrator. If the parties cannot agree on a person to serve as
3 arbitrator, the matter shall be submitted for appointment of an arbitrator under
4 LMAR 2.3. The arbitrator shall determine the scope and extent of discovery,
5 except that the Contractor shall provide and update the information required by
6 Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall
7 file a statement of proof with the other party and the arbitrator at least 20 calendar
8 days before the scheduled arbitration hearing. The statement of proof shall
9 include:

- 10
11 1. The name, business address and contact telephone number of
12 each witness who will testify at the hearing.
- 13
14 2. For each witness to be offered as an expert, a statement of the
15 subject matter and a statement of the facts, resource materials (not
16 protected by privilege) and learned treatises upon which the expert
17 is expected to testify and render an opinion(s), synopsis of the basis
18 for such opinion(s), and a resume of the expert detailing his/her
19 qualifications as an expert and pursuant to rendering such
20 opinion(s). A list of documents and other exhibits the party intends
21 to offer in evidence at the arbitration hearing. Either party may
22 request a copy of any document listed, and a copy or description of
23 any other exhibit listed. The party receiving the request shall
24 provide the copies or description within five (5) calendar days. The
25 parties or arbitrator may subpoena parties in accordance with the
26 Superior Court Mandatory Arbitration Rules (MAR) of Washington,
27 Rule 4.3, and witness fees and costs shall be provided for under
28 Rule 6.4, thereof. The arbitrator may permit a party to call a witness
29 or offer a document or other exhibit not included in the statement of
30 proof only upon a showing of good cause.

- 31
32 b) The arbitration hearing shall be conducted at a location within Lewis County,
33 Washington. The extent of application of the Washington Rules of Evidence shall
34 be determined in the exercise of sound discretion of the arbitrator, except that
35 such Rules should be liberally construed in order to promote justice. The parties
36 should stipulate to the admission of evidence when there is no genuine issue as
37 to its relevance or authenticity. The decision of the arbitrator and the specific
38 grounds for the decision shall be in writing. The arbitrator shall use the contract
39 as a basis for its decisions. The County and the Contractor agree to be bound
40 by the decision of the arbitrator, subject to such remedies as are provided in Ch.
41 7.04 RCW. Judgment upon the award rendered by the arbitrator shall be entered
42 as judgment before the presiding judge of the Superior Court for Lewis County.
43 Each party shall bear its own costs in connection with the arbitration. Each party
44 shall pay one-half of the arbitrator's fees and expenses.

45 46 **1-10, TEMPORARY TRAFFIC CONTROL**

47 48 **1-10.2 Traffic Control Management**

49 50 **1-10.2(1) General**

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

2
3 (January 3, 2017)

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

7
8 The Northwest Laborers-Employers Training Trust
9 27055 Ohio Ave.
10 Kingston, WA 98346
11 (360) 297-3035

12
13 Evergreen Safety Council
14 12545 135th Ave. NE
15 Kirkland, WA 98034-8709
16 1-800-521-0778

17
18 The American Traffic Safety Services Association
19 15 Riverside Parkway, Suite 100
20 Fredericksburg, Virginia 22406-1022
21 Training Dept. Toll Free (877) 642-4637
22 Phone: (540) 368-1701

23
24 **1-10.2(2) Traffic Control Plans**

25 (*****)

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

27
28 The Contracting Agency has attached a Temporary Traffic Control Plan in Appendix F for
29 temporary traffic control use on this project. All signs required for this project (as shown on
30 the Traffic Control Plan) shall be the Contractors responsibility to furnish, erect, and maintain.
31 The Contractor shall adopt the Traffic Control Plan in writing to the Engineer or furnish a new
32 plan.

33
34 If determined by the Engineer that additional signing is needed it shall be the Contractor's
35 responsibility to furnish, erect, and maintain these additional signs.

36
37 All Class A signs and all other traffic control items shall be included in the "Project Temporary
38 Traffic Control" per lump sum.

39
40 If determined by the Engineer that additional signing (not shown on the Temporary Traffic
41 Control Plan) is needed, it shall be the Contractors responsibility to furnish, erect, and maintain
42 these additional signs at no cost to the Contracting Agency.

43
44 **1-10.2(3) Conformance to Established Standards**

45 (*****)

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

47
48 The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines"
49 (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.

50
51 **1-10.4 Measurement**

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

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

3
4 (August 2, 2004)

5 The proposal contains the item "Project Temporary Traffic Control," lump sum. The
6 provisions of Section 1-10.4(1) shall apply.
7
8

9 **EXISTING SIGNS**

10
11 (*****)

12 During the life of the contract, the Contractor shall be responsible for all existing signs damaged or
13 removed by construction operations.
14

15 County Road signs and Private Road name signs shall be temporarily relocated to portable sign
16 stands for convenience of construction subject to the approval of the Engineer. The signs shall be
17 located at or as near as practical to their original locations and shall have a minimum vertical
18 clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices.
19 Upon completion of construction in the area immediately surrounding the permanent sign location,
20 the Contractor shall reinstall the sign and supports in their permanent locations.
21

22 Signs damaged or removed shall be replaced by the Contractor at no cost to the County.
23

24 **DIVISION 2**

25 **EARTHWORK**

26
27 **2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

28
29 **2-02.3 Construction Requirements**

30 Section 2-02.3 is supplemented with the following:

31 **Removing Miscellaneous Items**

32
33 (*****)

34 Existing wire fences.

35 The existing barb wire and/or field fences at the Bridge Staging Area and temporary access areas
36 shall be removed only to the extent necessary for access. Barb wire or field fence material shall
37 disposed of by the Contractor if the property owner elects not to salvage this material.
38
39

40 **2-02.4 Measurement**

41
42 No specific unit of measurement will apply to the lump sum item of "Removal of Structures and
43 Obstructions". Traffic signs to be adjusted or moved shall be considered incidental to this bid
44 item. All signs shall remain the property of Lewis County. All wire fencing removal and disposal
45 shall be considered incidental to this bid item.
46

47 **2-02.5 Payment**

1 Section 2-02.5 is supplemented with the following:

2
3 Payment will be made in accordance with Section 1-04.1, for the following Bid item when it is
4 included in the Proposal:

5
6 “Removal of Structures and Obstructions”, lump sum.
7

8 **2-03, ROADWAY EXCAVATION AND EMBANKMENT**

9
10 (*****)

11 **2-03.3 Construction Requirements**

12 **2-03.3(7) Disposal Of Surplus Material**

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

14
15 No waste site has been provided to the Contractor for the disposal of unsuitable and excess
16 excavation material. The Contractor shall make his own arrangement to acquire a site for the
17 disposal of unsuitable and excess excavation material.
18

19
20 The Contractor shall make his own arrangements to acquire a site and obtain all environmental
21 permits required for the disposal of the unsuitable excavation material. The Contracting
22 Agency must approve the waste site prior to it being utilized. Approval cannot be given until
23 the Contracting Agency receives copies of all environmental approvals.
24

25 All costs for acquiring a disposal site and for the loading, hauling, and disposal of unsuitable
26 and excess excavation material shall be considered incidental to the project and be included
27 in the unit contract prices for the various items of work therein.
28

29 **Temporary Access Road**

30 (*****)

31 The Contractor shall supply material, haul, construct and completely remove one Temporary
32 Access Road at the southwest quadrant of the Bridge site as depicted in the Contract Plans
33 or as approved by the Engineer. Temporary Access Road shall include Construction
34 Geotextile for Separation and any naturally occurring material (i.e., no concrete or asphalt
35 rubble) the Contractor elects to construct for an access road or ramp from the staging area to
36 the stream bed/under the bridge. Note, native material must remain undisturbed beyond the
37 neat line excavation limits for structure excavation. Upon project completion, the Access Road
38 shall be completely removed and disposed of at an approved waste site. The existing gravel
39 staging area shall be restored to existing conditions. Restoration includes removal of all debris,
40 rock and other material used or stockpiled within the stockpile area.
41

42 **2-03.4 Measurement**

43 (*****)

44 Section 2-03.4 is supplemented with the following:

45
46 “Temporary Access Road”, shall be measured per Each.
47

48 **2-03.5 Payment**

49 (*****)

50 Section 2-03.5 is supplemented with the following:

1 “Temporary Access Road”, per Each.

2 The contract price for Each “Temporary Access Road” shall be full payment to perform the
3 work as specified, including but not limited to purchasing and hauling all material to construct
4 Temporary Access Road, Construction Geotextile for Separation, and complete removal and
5 disposal (at an approved waste site) of all Temporary Access Road materials after in-water
6 work is completed.
7

8 9 **2-07, WATERING**

10 11 **2-07.1 Description**

12 (*****)

13 Section 2-07.1 is supplemented with the following:

14 All water shall be incidental to the various bid items of work involved including watering.
15
16

17 **2-09, STRUCTURE EXCAVATION**

18 19 **2-09.1 Description**

20 (*****)

21 Section 2-09.1 is supplemented with the following:

22 23 **Temporary Stream Diversion for Structure & Channel Excavation**

24 Temporary Stream Diversion for Structure & Channel Excavation work shall consist of installation
25 and maintenance of stream diversion/bypass for the creek during all in-water construction.
26 Temporary Stream Diversion for Structure Excavation shall be conducted in a manner that does
27 not violate State Water Quality Standards. All work in and adjacent to the stream shall be
28 accomplished in strict accordance with the requirements of the WDFW HPA. This work also
29 consists of adjustments to the location of the dewatering systems as deemed necessary by the
30 Contractor to complete the project and comply with all environmental regulations, permits,
31 specifications and special provisions for this project.
32

33 **The Contracting Agency has designed a Temporary Stream Diversion Plan in the Contract**
34 **Plans for the Contractor’s approval. The Contractor may submit a different plan as outlined**
35 **below for approval by the Engineer at their discretion.**
36

37
38 Upon completion of all in-water construction, the Contractor shall keep the stream diversion in-
39 place for three days (as required by the WDFW HPA). After this three day review period is
40 completed (or the last day of WDFW HPA in-water work window expiration), all stream diversion
41 materials and equipment shall be removed, as directed by the Engineer. Disposal of surplus
42 material and debris remaining from dewatering operations shall be incidental to and included in
43 this item of work. The Stream Diversion Plan is an integral component of stormwater
44 management for this site. If work is required above the ordinary high water mark after the in-
45 water work window has expired, additional BMPs not shown in the Contract Plans shall be
46 proposed by the Contractor for approval by the Engineer. BMPs installed and maintained after
47 the in-water work window has expired shall control stormwater generated from the site during
48 final construction activities. Payment for BMPs shall be per Contract Unit Bid prices or via
49 Section 1-09.

1
2 **Minimum Stream Flows**

3 At all times of operation the Contractor's temporary stream diversion shall be designed to convey
4 the following minimum flow rate of water in cubic feet per second:

5
6 *** 11.2 CFS***

7
8 During all phases of the diversion/bypass installation and decommissioning, the Contractor shall
9 maintain flows downstream of the project site.

10
11 A Contingency System is required for this Project. The capacity of the combined temporary
12 stream diversion system and the Contingency System shall be designed to convey the following
13 minimum flow rate of water in cubic feet per second:

14
15 *** \$\$ 17.5 CFS \$\$ ***

16
17 **Submittals**

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

- 20
21 1. Plans for the installation and commissioning of the temporary stream diversion/bypass and
22 the dewatering system throughout the duration of the structure excavation and scour
23 countermeasure work.
- 24
25 a) Drawings for Information: Show arrangement, locations, and details of temporary
26 diversion structure, pump locations and discharge line, discharge point, temporary
27 erosion control, and removal of stranded fish.
- 28 b) Include a written report outlining
- 29 a. Description of the stream diversion/bypass system design to be continuously
30 operated throughout the duration of the structure excavation.
- 31 b. Control procedures to be adopted if stream bypass problems arise.
- 32 c. Photograph or videotape, in sufficient detail, existing conditions of adjoining
33 construction and site improvements that might be misconstrued as damage
34 caused by stream bypass operations.

35
36 Work shall not commence until the submittals are approved in writing by the Engineer.

37
38 **2-09.3 Construction Requirements**

39 (*****)

40 Section 2-09.3 in supplemented with the following:

41
42 **Preparation**

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

45
46 Install the stream diversion system to ensure minimum interference with the existing streambed,
47 and other facilities surrounding the dewatering site.

48
49 Disturbance of the bed and banks should be limited to that necessary to place the structure,
50 embankment protection, and any required channel modification associated with the installation.

1 All disturbed areas should be protected from erosion within seven (7) calendar days of completion
2 using vegetation or other means.

3
4 Isolation of the construction site from stream flow shall be accomplished using techniques such
5 as:

- 6
- 7 By pumping the stream flow around the site.
- 8 The installation of a sheetpile or sandbag wall.
- 9 The use of a water-filled cofferdam.

10
11 Exception may be granted if siltation or turbidity is reduced to acceptable levels by means
12 approved by the Engineer, the Washington Department of Fish and Wildlife (WDFW) and
13 Washington Department of Ecology.

14 **Installation**

15
16 Install the stream diversion system utilizing pipes, pumps (with WDFW approved fish screens),
17 culverts, flexible hose or similar methods complete with pump equipment, standby power and
18 pumps, valves, appurtenances, water disposal, and surface-water controls.

19
20 It is anticipated that a gravity diversion/bypass system will be utilized to bypass stream around
21 the excavation area. A pump system is anticipated for dewatering work.

22
23 Provide standby equipment on-site available for immediate operation, to maintain stream bypass
24 on continuous basis if any part of system becomes inadequate or fails. At a minimum the
25 Contractor shall provide and have on hand additional pumps as a backup to the stream bypass
26 system. If stream bypass requirements are not satisfied due to inadequacy or failure of stream
27 bypass system, restore damaged structures and foundation soils at no additional expense to the
28 County.

29
30 Fish rescue shall be conducted within the zone of isolation. All fish shall be transferred
31 downstream of the project site using Washington State Department of Transportation (WSDOT)
32 fish exclusion protocols. Fish shall be removed from the project area using a seine net, dip net
33 and five gallon buckets. When fish rescue is completed the site may be dewatered. Pumps shall
34 draw down water at a slow rate so that fish remaining may be rescued and no fish stranding shall
35 occur.

36
37 Any wastewater from project activities and dewatering shall be routed to an area outside the
38 ordinary high water line to allow settling of fine sediments and other contaminants prior to being
39 discharged back into the subject stream. Do not permit open-sump pumping that leads to loss of
40 fines, soil piping, subgrade softening, and slope instability. Dewatering operations shall comply
41 with regulatory water disposal requirements of authorities having jurisdiction. The stream
42 diversion/bypass and shall be sufficiently maintained to avoid significant leaks that may result in
43 flows through the work zone. All in-water work shall be in strict conformance with permits
44 obtained for this project.

45
46 Remove and dispose of the stream bypass system from project site once the new stream channel
47 has been constructed and approved by the Engineer. Upon decommissioning, flows shall be
48 reintroduced gradually so as to minimize the mobilization of sediments.

49 **2-09.4 Measurement**

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

51
Stowell M.P. 0.57 Bridge Scour Repair Project
Federal Aid Project No. BHOS-2021(055)
CRP 2159K

1 Section 2-09.4 in supplemented with the following:

2
3 No specific unit of measurement will apply to “Temporary Stream Diversion”.

4
5 **2-09.5 Payment**

6 (*****)

7 Section 2-09.5 in supplemented with the following:

8
9 Payment will be made in accordance with Section 1-04.1 for the following bid item included in the
10 proposal:

11
12 “Temporary Stream Diversion”, lump sum.

13
14 The lump sum contract price for “Temporary Stream Diversion” shall be full payment to
15 perform the work as specified, including work area dewatering, stream diversion/bypass,
16 fish rescue, and any sandbagging, pumping (with WDFW approved fish screens), fish
17 exclusion, sediment removal, filtration or other materials necessary to complete the work.
18

19 **DIVISION 3**

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

21 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

22
23 **3-01.4 Contractor Furnished Material Sources**

24
25 **3-01.4(1) Acquisition and Development**

26 (*****)

27
28 Section 3-01.4(1) is supplemented with the following:

29
30 No source has been provided for any materials necessary for the construction of this project.
31

32 **DIVISION 4**

33 **BASES**

34 **4-04, BALLAST AND CRUSHED SURFACING**

35
36 **4-04.1 Description**

37 (*****)

38 Section 4-04.1 is supplemented with the following:

39
40 This work shall consist of placing 6-Inch Minus material as bedding for Conc. Slope
41 Protection and fill between armor units as shown in the Contract Plans or directed by the
42 Engineer.
43

44 **4-04.2 Materials**

45 (*****)

46 Section 4-04.2 is supplemented with the following:

1
2 6-Inch Minus material used in Conc. Slope Protection will be accepted by the Engineer based
3 upon satisfactory performance of the material for its intended use. The material may be
4 tested at the discretion of the Engineer. 6-Inch Minus material shall meet the quality
5 requirements of Section 9-03.9(3) *Crushed Surfacing* and 6-Inch Minus material shall meet
6 the following grading:

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

7
8
9
10
11
12
13
14
15 **4-04.3 Construction Requirements**

16 **4-04.3(7) Miscellaneous Requirements**

17 (*****)

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

19
20
21 **6-Inch Minus**

22
23 The Contractor shall grade 6-Inch Minus material to a uniform slope, remove all debris (sod,
24 large rocks, etc.) and compact material with available equipment (excavator tracking, plate
25 compactor, etc.) to the satisfaction of the Engineer. Water shall be applied as determined by
26 the Engineer. Damage to the existing bridge due to the Contractor's operation shall be
27 repaired at no cost to the Contracting Agency.

28
29
30 **4-04.3(9) Hauling**

31 (*****)

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

33
34 All 6-Inch Minus materials shall require hauling from the aggregate source to the project. No
35 payment will be made for hauling the 6-Inch Minus required on this project. The cost of
36 hauling and placing 6-Inch Minus material shall be included in the unit contract prices for the
37 various items involved.

38
39 **4-04.4 Measurement**

40 (*****)

41 Section 4-04.4 is supplemented with the following:

42
43 "6-Inch Minus" will be measured per Ton. The unit contract price per ton for 6-Inch Minus
44 shall be full pay for furnishing all labor, tools, materials, and equipment required to haul and
45 place material as shown in the Contract Plans.

46
47 **4-04.5 Payment**

48 (*****)

49 Section 4-04.5 is supplemented with the following:

1 The unit contract price per Ton for "6-Inch Minus" shall be full pay for supplying, hauling,
2 grading material, placing additional fill material, watering, compacting and all other work as
3 specified. Furnishing water for compaction shall be considered incidental to this work and
4 included in the price per Ton for "6-Inch Minus", no other compensation shall be allowed.
5

6 **DIVISION 8**

7 **MISCELLANEOUS CONSTRUCTION**

8
9 **8-01, EROSION CONTROL AND WATER POLLUTION CONTROL**

10 **8-01.3 Construction Requirements**

11 **8-01.3(2) Temporary Seeding and Mulching**

12 **8-01.3(2)B Temporary Seeding**

13 (*****)

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

15
16 Seed Mix - Roadside: Grass seed, of the following composition, proportion, and quality shall
17 be applied at the rate of ***80 *** pounds of pure live seed per acre on all areas requiring
18 permanent roadside seeding within the project limits.

19 Kind and Variety of 20 Seed in Mixture by 21 Common Name and 22 (<u>Botanical name</u>)	23 Pounds Pure Live Seed 24 (PLS) Per Acre
25 <i>Deschampsia elongata</i> 26 Slender Hairgrass	27 0.32
28 <i>Elymus glaucus</i> 29 Blue Wildrye	30 34.43
31 <i>Festuca idahonesis</i> 32 Idaho Fescue	33 5.61
34 <i>Festuca ovina</i> 35 Sheep Fescue	36 0.93
37 <i>Hordeum brachyantherum</i> 38 Meadow Barley	39 29.71
40 <i>Koeler cristata</i> 41 Prairie Junegrass	42 0.27
43 <i>Lolium multiflorum</i> 44 Annual Ryegrass	45 8.73

2
3 After seeding the Contractor shall be responsible to ensure a healthy stand of grass,
4 otherwise, the Contractor shall, restore eroded areas, clean up materials, and reapply the
5 seed, at no cost to the Contracting Agency.

6
7 Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in
8 the seed.

9
10 **8-01.3(2)D Temporary Mulching**

11 (*****)

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

13
14 Long-Term Wood Cellulose Fiber mulch shall be applied at a rate of 4,000 pounds per acre
15 with all permanent seed mixes and shall conform to Section 9-14.5(2)A Long-Term Mulch of
16 the Standard Specifications. No more than 2,000 pounds shall be applied in any single lift.

17
18 **8-01.3(2)E Tackifiers**

19 (*****)

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

21
22 PAM shall be added to permanent erosion control and temporary seed mixes at the time of
23 hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of
24 the Standard Specifications.

25
26 **8-01.5 Payment**

27 (*****)

28 Section 8-01.5 is supplemented with the following:

29
30 The unit contract price per Linear Foot (L.F.) for "High Visibility Silt Fence" shall be full pay
31 for all cost to obtain, install, maintain, and remove the fence as specified. Once removed,
32 the fencing shall remain the property of the Contractor.

33
34 (*****)

35 The unit contract price per acre for "Seeding and Mulching" shall be full pay for furnishing
36 and installing the specified seed mix, mulch, and PAM, chemical weed and grass
37 control/removal immediately prior to seeding to produce the specified surface conditions,
38 scarification of compacted areas, minor filling of ruts, and all material and equipment
39 necessary are incidental to the approved application of the specified seed.
40

41 **8-02 ROADSIDE RESTORATION**

42
43 **8-02.1 Description**

44 Section 8-02.1 is supplemented with the following:

45
46 (*****)

47 The work described in this section, regardless of the nature or type of the materials
48 encountered, includes supplying plant material and installing live stakes as shown in the
49 Contract Plans, marked in the field, and as directed by the Engineer. This work shall be
50 accomplished in accordance with all environmental permits regulating the work.

1
2 **8-02.3 Construction Requirements**

3 Section 8-02.3 is supplemented with the following:

4
5 (*****)

6 **PLANTING MITIGATION CONSTRUCTION**

7
8 The Contractor shall grade, plant, and otherwise construct mitigated planting areas as shown
9 in the Contract Plans, marked in the field, and required by the Engineer. The planting of the
10 enhancement sites shall be performed by a biologist, horticulturist, landscape architect or other
11 similar professional. The credentials of the supervisor of this work shall be approved by the
12 Engineer prior to beginning work on this item.

13
14 The work described in this section, regardless of the nature or type of the materials
15 encountered, includes site preparation and planting live willow stakes at 3-feet on center from
16 the calculated ordinary high water mark (OHWM) to a point 15-feet outside the OHWM, on
17 both sides of Mill Creek within the stream channel regrade area. Live willow stakes shall be
18 3/4-inch diameter (minimum) and 5-feet long with stakes embedded 2-feet minimum into the
19 soil. Approximately 345 live stakes are required for Planting Mitigation Construction and
20 stakes shall be equally proportioned from three different species of willow plants native to
21 western Washington.

22
23 **Planting Zones**

24 Planting zones shall be as follows:

25
26 **See Sheet 6/12 and 10/12 of the Contract Plans**

27
28 **Plant Establishment**

29 (*****)

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

36
37 **8-02.4 Measurement**

38 Section 8-02.4 is supplemented with the following:

39
40 (*****)

41 "Planting Mitigation Construction", no specific unit of measure will apply to this lump sum item.

42
43 **8-02.5 Payment**

44 Section 8-02.5 is supplemented with the following:

45
46 "Planting Mitigation Construction"

47 The unit contract price per Lump Sum for "Planting Mitigation Construction" shall be full
48 compensation for furnishing and installing all live willow stakes - as described in Special
49 Provisions Section 8-02. Material descriptions and construction requirements are as described
50 in this Special Provision and Section 8-02 of the Special Provisions and as shown in the

Contract Plans. The long term monitoring and maintenance (after one-year plant guarantee period) shall be completed by others.

8-15, RIPRAP

8-15.1 Description

(*****)

Section 8-15.1 is supplemented with the following:

Existing riprap within grading areas and dislodged riprap within the streambed shall be removed and temporarily stockpiled on-site. After Conc. Slope Protection construction is completed, stockpiled riprap shall be reset at all four transition areas between precast concrete units and existing riprap or native bank material, as directed by the Engineer. Care shall be taken to prevent damage to the existing bridge structure and completed Conc. Slope Protection. Damage to the existing bridge or completed Conc. Slope Protection due to the Contractor’s operation shall be repaired at no cost to the Contracting Agency.

After all stream protection construction is completed, Streambed Mix shall be placed in bed excavation areas to restore the stream bed to the planned profile and cross section. Streambed Mix shall be composed of two parts Streambed Sediment, two parts 12” Streambed Cobbles, and one part One Man Streambed Boulders.

8-15.2 Materials

(*****)

Section 8-15.2 is supplemented with the following:

Streambed Sediment	9-03.11(1)
12” Streambed Cobbles	9-03.11(2)
Streambed Boulders (One Man)	9-03.11(3)

Large Woody Debris

(*****)

Large woody debris shall consist of logs with root wads anchored with riprap and native soil. Trunk diameter of logs with root wads will range from 18-inch to 20-inch DBH. Trunk lengths shall be 20-feet long. The intact root wad shall consist of stout roots, such that roots of minimum 2-inch diameter shall form a root wad at least 4-feet in diameter. Logs with root wads shall consist of Douglas fir species that are free from rot or decay and harvested within 3-months of installation.

8-15.3 Construction Requirements

(*****)

Section 8-15.3 is supplemented with the following:

Large Woody Debris

(*****)

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

Care should be taken when handling log materials to minimize damage such as abrasion, splitting, crushing and shearing to the tree trunk and root wads where intact and required. Log stems shall be buried into the existing bank as depicted in the Contract Plans. Excavation for burying log stems shall be the minimum necessary to set LWD. After placing LWD, native soil and existing riprap shall be used to backfill the void over the stem and the bole end shall be anchored with ½-inch diameter steel cable (15,000-lb ultimate strength) one full wrap around the log (notch log 4-ft from the root ball and secure cable with 4-inch staples). Each cable end shall be epoxied into a 36-inch diameter rock recovered from on-site structure excavation. Cable shall be taunt upon completion.

8-15.4 Measurement

(*****)

Section 8-15.4 is supplemented with the following:

“Remove, Stockpile and Reset Existing Riprap at Transitions” shall be measured per Each riprap transition from completed bank protection to existing streambank (at all four quadrants of the bridge) and accepted.

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

“Large Woody Debris” with root wads attached shall be measured per each installed.

8-15.5 Payment

(*****)

Section 8-15.5 is supplemented with the following:

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

The per Each contract price for “Remove, Stockpile and Reset Existing Riprap at Transitions” shall be full payment to perform the work as specified, including removal, stockpiling and resetting existing riprap at transitions to complete the work.

“Streambed Mix”, per Ton.

“Large Woody Debris”, per Each.

Payment for “Large Woody Debris” per Each shall be full pay for supplying the material, labor, tools, and equipment necessary to excavate native material/riprap, supply and install LWD, anchor LWD with cable epoxied into rock, and replace riprap over log stem.

8-16, CONCRETE SLOPE PROTECTION

8-16.1 Description

(*****)

Section 8-16.1 is supplemented with the following:

Concrete Slope Protection

The Contract requires the construction of precast concrete slope protection units as shown in the Contract Plans. Precast concrete slope protection units depicted in the Contract Plans

1 and these Special Provisions refer to Contech A-JACKS® Armor Units for dimensioning and
2 measurement. The Contractor may propose equivalent precast concrete units (meeting the
3 material and product performance outlined below) for review and approval by the Engineer.
4

5 The geometry of an A-JACKS® concrete armor unit consists of six arms extending from a
6 central hub. A complete unit is made up of two identical halves, with each half consisting of a
7 central core with three legs radiating outward at equal spacing. On each half, two fillets are
8 located between adjacent arms. These fillets provide additional structural strength and aid in
9 the proper placement of the armor units.
10

11 When the symmetrical halves are interlocked, the resultant unit will have geometry, which
12 exhibits six equally spaced arms, with each arm spaced at 90 degrees from the four adjacent
13 arms. When placed in the most stable configuration, each unit will rest on three of the six
14 arms.
15

16 The Contractor shall furnish all labor, materials, equipment, and incidentals required and
17 perform all operations in connection with the installation of Two Layers of 24" A-JACKS®
18 concrete armor units in accordance with the lines, grades, design and dimensions shown on
19 the Contract Drawings and as specified herein.
20

21 Alternative materials may be considered. Such materials must be pre-approved in writing by
22 the Engineer and must withstand flow velocities of at least 20 feet per second and meet 24"
23 A-Jacks certified test results for finished surface roughness, durability and performance.
24 Alternative material packages must be submitted to the Engineer a minimum of fifteen (15)
25 days prior to the Preconstruction meeting. Submittal packages must include, as a minimum,
26 the following:
27

- 28 • Full-scale laboratory testing and associated engineered calculations quantifying
29 the hydraulic capacity of the proposed hard armor system in conditions similar
30 to those proposed for the specific project;
31
- 32 • A list of 5 comparable projects, in terms of size and application, in the United
33 States, along with substantiating documentation showing satisfactory
34 performance after a minimum of five (5) years in service;
35
- 36 • Information about, or certifications of, any ancillary materials used in conjunction
37 with the system, including any cables, fittings, geotextile, and any other materials
38 needed for installation;
39
- 40 • The names and contact information (phone numbers and e-mail addresses, at a
41 minimum) for the suppliers' representatives, for technical, production or logistical
42 questions, at least one of whom must reside in the state where the project is
43 physically located.
44
45
46

47 **8-16.2 Materials**

48 (*****)

49 Section 8-16.2 is supplemented with the following:
50

1 Filter Fabric referenced in the Contract Provisions and Plans shall meet the requirements of
2 WSDOT Standard Specification Section 9-33.2(1) Table 4 – Construction Geotextile for Ditch
3 Lining (Woven)
4

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

6 The following materials shall be constructed as shown in the Contract Plans:
7

8 The 2 ft. (AJ-24) A-Jacks® units will be produced on a pre-determined concrete block
9 machine and will conform to ASTM D 6684-04, Standard Specification for Materials and
10 Manufacture of Articulating Concrete Block (ACB) Revetment Systems.
11

12 **Cementitious Materials** - Materials shall conform to the following applicable ASTM
13 specifications:
14

- 15 • Portland Cement - Specification C 150, for Portland Cement.
- 16
- 17 • Blended Cements - Specification C 595, for Blended Hydraulic Cements.
- 18
- 19 • Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
- 20
- 21 • Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural
22 Pozzolans for use in Portland Cement Concrete.
23

24 Aggregates shall conform to the following ASTM specifications, except that grading
25 requirements shall not necessarily apply:
26

- 27 • Normal Weight - Specification C 33, for Concrete Aggregates.
28

29 **Casting**

30
31 The concrete units will be produced by a dry cast method. The dry cast units obtain strength
32 in a shorter duration as well as an increase in the durability and overall quality of product.
33 Material and manufacture standards will be compliant with ASTM D6684-04.
34

35 **Physical Requirements**

36
37 At the time of delivery to the work site, the units shall conform to the physical requirements
38 prescribed in Table 1 below.
39

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

40
41 Units shall be sampled and tested in accordance with ASTM C 140, Standard Test Methods
42 of Sampling and Testing Concrete Masonry Units.
43

1 **Visual Inspection**

2
3 All units shall be sound and free of defects that would interfere with either the proper
4 placement of the unit or impair the performance of the system. Surface cracks incidental to
5 the usual methods of manufacture, or surface chipping resulting from customary methods
6 of handling in shipment and delivery, shall not be deemed grounds for rejection.

7
8 Cracks exceeding 0.25 inches (.635 cm) in width and/or 1.0 inch (2.54 cm) in depth shall
9 be deemed grounds for rejection.

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

13
14 A-Jacks® rejected prior to delivery from the point of manufacture shall be replaced at the
15 manufacturer's expense. A-Jacks® rejected at the job site shall be repaired with structural
16 grout or replaced at the expense of the contractor.

17 **Sampling and Testing**

18
19 The Engineer or County representative shall be accorded proper access to facilities to
20 inspect and sample the units at the place of manufacture from lots ready for delivery.

21
22 Field installation procedures shall comply with the manufacturer's recommendations.

23
24 Additional testing, other than that provided by the manufacturer, shall be borne by the
25 purchaser.

26
27 **Manufacturer**

28
29 The A-JACKS® concrete system shall have the following nominal characteristics:

30
31
32 TABLE 2. STANDARD SIZES OF A-JACKS®

A-JACK Model	Total Length (in)	Arm Length (in)	Fillet Length (in)	Arm Width (in)	Volume (ft3)	Weight (lbs)
AJ-24	24	8.30	1.85	4.00	0.59	76-82

33
34 The Armor unit shall be A-JACKS® as manufactured by:

35
36 ARMORTEC, A Contech Company
37 9025 Centre Pointe Dr., Suite 400
38 West Chester, OH 45269

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

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

40
41 **8-16.3 Construction Requirements**

42 (*****)

43 Section 8-16.3 is supplemented with the following:

44
45 Conc. Slope Protection (24" A-Jacks)

46
47 **General.**

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

4
5 **Grading.**

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

13
14 **Inspection.**

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

21
22 **Placement of Geotextile Filter Fabric**

23
24 **General.**

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

27
28 **Placement.**

29 The filtration geotextile will be placed directly on the prepared area, in intimate contact with
30 the subgrade, and free of folds or wrinkles. The geotextile will not be walked on or disturbed
31 when the result is a loss of intimate contact between the geotextile and the subgrade. The
32 geotextile filter fabric will be placed so that the upstream strip of fabric overlaps the
33 downstream strip. The longitudinal and transverse joints will be overlapped at least two (2)
34 feet. The geotextile will extend at least one (1) foot beyond the top and bottom revetment
35 termination points, or as required by the Engineer.

36
37 **Placement of A-Jacks System**

38
39 The proposed A-Jacks units, will be constructed within the specified lines and grades shown
40 on the Contract Drawings.

41
42 **Bedding – 24" A-Jacks**

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

45
46 **Placement – 24" A-Jacks**

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

48
49 Placed individually, A-Jacks will be placed with uniform spacing. For a specified area
50 receiving the 24" units, standard spacing between unit center in both the x and y dimension
51 is 12", which represents a 0.5 packing ratio. Standard installation includes placing the units

1 in a consistent repeatable fashion to aid in efficiency. Recommended in-place orientation of
2 the unit(s) emphasizes pointing exposed projecting unit arm (vertical or horizontal)
3 downstream whenever practical during construction. Subsequent cabling of outer units is
4 required.

5
6 Placed in bundles, A-Jacks are placed into a pre-determined matrix, spacing them as
7 closely as possible, approximating the maximum packing ratio of 0.4 (9.6" center spacing
8 in x and y directions). Cable will be placed around the pre-determined matrix (around mid-
9 section) with cable; hand tightened and connected using standard cable hardware. Bundles
10 are to be placed as closely as possible, with recommended tolerance requirement of 4"
11 between bundles. If the bundling method is employed by the Contractor, tolerances
12 between bundles will be discussed and agreed upon prior to commencing work. Spacing
13 will be measured from center of bundle to middle of installed bundle, in the horizontal plane,
14 before additional (stacked) units are placed.

15
16 Bedding stone material can be utilized for bridging interior voids and establishing consistent
17 bedding layer for additional lifts of unit(s), whether hand placed or bundles. Vertical
18 fluctuations occurring from unit to unit or bundle to bundle will be compensated for by
19 utilizing bedding.

20 21 **Consultation.**

22 The manufacturer of the hard armor units will provide design and construction advice during
23 the design to the extent possible and initial installation phases of the project as necessary,
24 by the discretion of the Engineer.

25 26 **8-16.4 Measurement**

27 (*****)

28 Section 8-16.4 is supplemented with the following:

29
30 "Conc. Slope Protection (24" A-Jacks)", will be measured by the square yard of slope protected
31 and shall include all costs for labor, equipment, precast concrete units, cable, clamps,
32 Construction Geotextile for Ditch Lining, and incidentals needed to complete the work.

33 34 **8-16.5 Payment**

35 (*****)

36 Section 8-16.5 is supplemented with the following:

37
38 "Conc. Slope Protection (24" A-Jacks)" per square yard shall be full pay for all costs for labor,
39 equipment, precast concrete units, cable, clamps, Construction Geotextile for Ditch Lining, and
40 incidentals needed to complete the work.

41 42 Optional Source for 24" A-Jacks Supply:

43 Lewis County has approximately 65 pallets of stockpiled 24" A-Jacks meeting all requirements
44 listed above in Section 8-16. The Contractor may elect to purchase stockpiled 24" A-Jacks from
45 Lewis County for use on this project. Stockpiled material is available per pallet with 30 complete A-
46 Jacks (60 half pieces per pallet). All 24" A-Jacks are located at Lewis County's Brim Road Pit (near
47 Ethel, WA). Material is available "AS-IS" per pallet loaded and hauled by the Contractor with no
48 warrantee for material manufacturing. Further, pallets contain some broken pieces and Lewis
49 County offers no guarantee or refund for any broken pieces. Stockpiled A-Jacks are offered at
50 \$680 per pallet (30 complete 24" A-Jacks in 60 pieces per pallet) for all available 65 pallets of
51 material. Contractors may view/inspect this product 8:00 AM to 3:00 PM Monday through Thursday

1 at Lewis County's rock pit on Brim Road (near Ethel, WA) with access coordinated by the Lewis
2 County Area 5 Maintenance Shop (360-978-5879 office phone, 162 Brim Road, Ethel, WA).

3
4 **POWER EQUIPMENT**

5 (*****)

6
7 The successful bidder will be required to furnish the County a list of all equipment that they
8 anticipate utilizing on this project.

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

15
16 **E-VERIFY**

17 (*****)

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

29
30 **BOND**

31 (*****)

32
33 The Bidder's special attention is directed to the attached bond form, which the successful bidder
34 will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE**
35 **ACCEPTED.** The bond shall be for the full amount of the contract.

36
37 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

38 (*****)

39
40 On or before the 5th day of each calendar month during the term of this contract, the Contracting
41 Agency shall prepare its estimate of work performed, and material furnished. If the Contractor
42 agrees, the Contractor will approve the estimate and return the estimate to the Contracting
43 Agency by the 15th day of that same calendar month. The Contracting Agency shall prepare a
44 voucher based upon the approved estimate and a payment based thereon shall be due the
45 Contractor on the 10th day of the next calendar month.

46
47 When the Contractors report the work is completed he/she shall then notify the Contracting

1 Agency. The Contracting Agency shall inspect the work and report any deficiencies to the
2 Contractor. When the Contracting Agency is satisfied the work has been completed in
3 accordance with all plans and specifications the Contracting Agency shall then accept the work.

4
5 The Contracting Agency shall prepare a pre-final estimate for approval by the Contractor and
6 processing for payment on the monthly schedule. Release of Contract Bond will be 60 days
7 following Contracting Agency Final Acceptance of Contract, provided the conditions of Section 1-
8 03.4 and Section 1-07.2 of these Special Provisions have been satisfied.

9
10
11
12
13
14
15
16
17 **APPENDICES**

18 (July 12, 1999)

19
20 The following appendices are attached and made a part of this contract:

21
22 ******* APPENDIX A:**

23 Washington State Prevailing Wage Rates
24 Wage Rate Supplements
25 Wage Rate Benefit Code Key
26 Federal Wage Rates

27
28 **APPENDIX B:**

29 Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273
30 Amendment Required Contract Provisions Federal-Aid Construction Contracts

31
32 **APPENDIX C:**

33 Bid Proposal Documents

34
35 **APPENDIX D:**

36 Contract Documents

37
38 **APPENDIX E:**

39 Environmental Permit Documents

40
41 **APPENDIX F:**

42 Contract Plans *****

(September 30, 2020)

STANDARD PLANS

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10
DELETED

A-50.20
DELETED

A-50.30
DELETED

A-50.40
DELETED

B-90.40
Valve Detail – DELETED

C-1a
DELETED

C-8
Add new Note 5, “5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8a
Add new Note 2, “2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8b
DELETED

C-8e
DELETED

C-8f
DELETED

C-16a
DELETED

C-20.10

The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)		
POST LENGTH	SLOPE	W (FT)
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11

DELETED

C-20.19

DELETED

C-40.16

DELETED

C-40.18

DELETED

C-80.50

DELETED

C-85.14

DELETED

D-2.14

DELETED

D-2.16

DELETED

D-2.18

DELETED

D-2.20

DELETED

D-2.42

DELETED

D-2.44

DELETED

D-2.46
DELETED

D-2.48
DELETED

D-2.82
DELETED

D-2.86
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-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

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

G-20.10

SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is revised to read "5' MIN."

H-70.20

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

H-70.30

DELETED

J-20.26

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

J-20.16

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

J-21.10

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

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

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

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

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

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

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

J-21.15

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

J-21.16

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

J-22.15

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

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT
WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S.
FLAT WASHER"

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands",
add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel
ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated
hardware."

J-81.10

All references to "Type 170 Controller" are replaced with "Controller".

L-40.10

DELETED

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

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-60.10-03.....12/23/14
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-60.20-03.....12/23/14
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.30-01.....6/28/18
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.40-00.....8/31/07
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-01.....9/9/20	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-02.....2/27/18	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-01.....2/3/09
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18

B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		
C-1.....9/9/20	C-20.42-05.....7/14/15	C-70.10-02.....9/16/20
C-1b.....9/9/20	C-20.45.02.....8/12/19	C-75.10-02.....9/16/20
C-1d.....10/31/03	C-22.16-07.....9/16/20	C-75.20-02.....9/16/20
C-2c.....8/12/19	C-22.40-08.....9/16/20	C-75.30-02.....9/16/20
C-4f.....8/12/19	C-22.45-05.....9/16/20	C-80.10-02.....9/16/20
C-6a.....10/14/09	C-23.60-04.....7/21/17	C-80.20-01.....6/11/14
C-7.....6/16/11	C.24.10-02.....8/12/19	C-80.30-01.....6/11/14
C-7a.....6/16/11	C-25.20-06.....7/14/15	C-80.40-01.....6/11/14
C-8.....2/10/09	C-25.22-05.....7/14/15	C-85.10-00.....4/8/12
C-8a.....7/25/97	C-25.26-04.....8/12/19	C-85.11-01.....9/16/20
C-20.10-06.....9/16/20	C-25.30-00.....6/28/18	C-85.15-01.....6/30/14
C-20.14-04.....8/12/19	C-25.80-05.....8/12/19	C-85.16-01.....6/17/14
C-20.15-02.....6/11/14	C-60.10-01.....9/24/20	C-85-18-01.....6/11/14
C-20.18-03.....8/12/19	C-60.20-00.....9/24/20	C-85.20-01.....6/11/14
C-20.40-07.....8/12/19	C-60.30-00.....9/24/20	
C-20.41-02.....8/12/19	C-60.70-00.....9/24/20	
D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-6.....6/19/98
D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08
D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.15-01.....12/2/08
D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.20-01.....8/7/19
D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.25-01.....8/7/19
D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.30-00.....7/8/08
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-10.35-00.....7/8/08
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-10.40-01.....12/2/08
D-2.64-01.....1/6/09	D-3.16-02.....5/29/13	D-10.45-01.....12/2/08
D-2.66-00.....11/10/05	D-3.17-02.....5/9/16	
D-2.68-00.....11/10/05	D-4.....12/11/98	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-02.....7/15/16
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
G-10.10-00.....9/20/07	G-25.10-05.....9/16/20	G-95.10-02.....6/28/18
G-20.10-02.....6/23/15	G-26.10-00.....7/31/19	G-95.20-03.....6/28/18
G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
G-24.60-05.....6/28/18	G-90.40-02.....4/28/16	

H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
J-28.26-01.....12/02/08		
J-28.30-03.....6/11/14		
K-70.20-01.....6/1/16		
K-80.10-02.....9/25/20		
K-80.20-00.....12/20/06		

K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14

L-40.15-01.....6/16/11
L-40.20-02.....6/21/12

L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00.....7/10/15
M-3.10-04.....9/25/20
M-3.20-03.....9/25/20
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00.....2/10/09

M-11.10-03.....8/7/19
M-12.10-02.....9/25/20
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-03.....9/25/20
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00.....7/11/17
M-24.66-00.....7/11/17
M-40.10-03.....6/24/14

M-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

Federal Wage Rates

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 1/13/2021

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Lewis	Asbestos Abatement Workers	Journey Level	\$52.39	<u>5D</u>	<u>1H</u>		View
Lewis	Boilermakers	Journey Level	\$69.29	<u>5N</u>	<u>1C</u>		View
Lewis	Brick Mason	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		View
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$60.57	<u>7E</u>	<u>1N</u>		View
Lewis	Building Service Employees	Janitor	\$13.69		<u>1</u>		View
Lewis	Building Service Employees	Shampooer	\$13.69		<u>1</u>		View
Lewis	Building Service Employees	Waxer	\$13.69		<u>1</u>		View
Lewis	Building Service Employees	Window Cleaner	\$13.69		<u>1</u>		View
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>		View
Lewis	Carpenters	Acoustical Worker	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Carpenter	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Carpenters on Stationary Tools	\$65.07	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Creosoted Material	\$65.07	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Floor Finisher	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Floor Layer	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Scaffold Erector	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Cement Masons	Application of all Composition Mastic	\$64.84	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of all Epoxy Material	\$64.34	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of all Plastic Material	\$64.84	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of Sealing Compound	\$64.34	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of Underlayment	\$64.84	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Building General	\$64.34	<u>7A</u>	<u>4U</u>		View

Lewis	Cement Masons	Composition or Kalman Floors	\$64.84	7A	4U		View
Lewis	Cement Masons	Concrete Paving	\$64.34	7A	4U		View
Lewis	Cement Masons	Curb & Gutter Machine	\$64.84	7A	4U		View
Lewis	Cement Masons	Curb & Gutter, Sidewalks	\$64.34	7A	4U		View
Lewis	Cement Masons	Curing Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Finish Colored Concrete	\$64.84	7A	4U		View
Lewis	Cement Masons	Floor Grinding	\$64.84	7A	4U		View
Lewis	Cement Masons	Floor Grinding/Polisher	\$64.34	7A	4U		View
Lewis	Cement Masons	Green Concrete Saw, self-powered	\$64.84	7A	4U		View
Lewis	Cement Masons	Grouting of all Plates	\$64.34	7A	4U		View
Lewis	Cement Masons	Grouting of all Tilt-up Panels	\$64.34	7A	4U		View
Lewis	Cement Masons	Gunite Nozzleman	\$64.84	7A	4U		View
Lewis	Cement Masons	Hand Powered Grinder	\$64.84	7A	4U		View
Lewis	Cement Masons	Journey Level	\$64.34	7A	4U		View
Lewis	Cement Masons	Patching Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Pneumatic Power Tools	\$64.84	7A	4U		View
Lewis	Cement Masons	Power Chipping & Brushing	\$64.84	7A	4U		View
Lewis	Cement Masons	Sand Blasting Architectural Finish	\$64.84	7A	4U		View
Lewis	Cement Masons	Screed & Rodding Machine	\$64.84	7A	4U		View
Lewis	Cement Masons	Spackling or Skim Coat Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Troweling Machine Operator	\$64.84	7A	4U		View
Lewis	Cement Masons	Troweling Machine Operator on Colored Slabs	\$64.84	7A	4U		View
Lewis	Cement Masons	Tunnel Workers	\$64.84	7A	4U		View
Lewis	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$118.80	7A	4C		View
Lewis	Divers & Tenders	Dive Supervisor/Master	\$81.98	7A	4C		View
Lewis	Divers & Tenders	Diver	\$118.80	7A	4C	8V	View
Lewis	Divers & Tenders	Diver On Standby	\$76.98	7A	4C		View
Lewis	Divers & Tenders	Diver Tender	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Manifold Operator	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$74.91	7A	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$65.19	7A	4C		View
Lewis	Dredge Workers	Assistant Engineer	\$70.62	5D	3F		View
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$70.07	5D	3F		View
Lewis	Dredge Workers	Boatmen	\$70.62	5D	3F		View
Lewis	Dredge Workers	Engineer Welder	\$71.97	5D	3F		View
Lewis	Dredge Workers	Leverman, Hydraulic	\$73.41	5D	3F		View

Lewis	Dredge Workers	Mates	\$70.62	5D	3F		View
Lewis	Dredge Workers	Oiler	\$70.07	5D	3F		View
Lewis	Drywall Applicator	Journey Level	\$64.94	5D	1H		View
Lewis	Drywall Tapers	Journey Level	\$65.31	5P	1E		View
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$13.69		1		View
Lewis	Electricians - Inside	Cable Splicer	\$77.53	5C	1G		View
Lewis	Electricians - Inside	Journey Level	\$72.56	5C	1G		View
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$82.51	5C	1G		View
Lewis	Electricians - Inside	Welder	\$77.53	5C	1G		View
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Lewis	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
Lewis	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
Lewis	Electronic Technicians	Journey Level	\$46.47	6Z	1B		View
Lewis	Elevator Constructors	Mechanic	\$97.31	7D	4A		View
Lewis	Elevator Constructors	Mechanic In Charge	\$105.06	7D	4A		View
Lewis	Fabricated Precast Concrete Products	Journey Level	\$13.69		1		View
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.69		1		View
Lewis	Fence Erectors	Fence Erector	\$44.40	7A	4V	8Y	View
Lewis	Fence Erectors	Fence Laborer	\$44.40	7A	4V	8Y	View
Lewis	Flaggers	Journey Level	\$44.40	7A	4V	8Y	View
Lewis	Glaziers	Journey Level	\$69.26	7L	1Y		View
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$79.43	5J	4H		View
Lewis	Heating Equipment Mechanics	Journey Level	\$89.61	7F	1E		View
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$54.01	7A	4V	8Y	View
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$13.69		1		View

Lewis	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Lewis	Inland Boatmen	Cook	\$56.48	5B	1K		View
Lewis	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Lewis	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Lewis	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Lewis	Inland Boatmen	Mate	\$57.31	5B	1K		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69		1		View
Lewis	Insulation Applicators	Journey Level	\$64.94	7A	4C		View
Lewis	Ironworkers	Journeyman	\$75.23	7N	1O		View
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Airtrac Drill Operator	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Ballast Regular Machine	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Batch Weighman	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Brick Pavers	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Brush Cutter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Brush Hog Feeder	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Burner	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Caisson Worker	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Carpenter Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Cement Dumper-paving	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Cement Finisher Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Change House Or Dry Shack	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Chipping Gun (30 Lbs. And Over)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Chipping Gun (Under 30 Lbs.)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Choker Setter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Chuck Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Clary Power Spreader	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Clean-up Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Concrete Dumper/Chute Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Concrete Form Stripper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Concrete Placement Crew	\$53.35	7A	4V	8Y	View

Lewis	Laborers	Concrete Saw Operator/Core Driller	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Crusher Feeder	\$44.40	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Curing Laborer	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Ditch Digger	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Diver	\$54.01	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Drill Operator (Hydraulic, Diamond)	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Dry Stack Walls	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Dump Person	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Epoxy Technician	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Erosion Control Worker	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Faller & Bucker Chain Saw	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Fine Graders	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Firewatch	\$44.40	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Form Setter	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Gabian Basket Builders	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	General Laborer	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Grade Checker & Transit Person	\$54.01	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Grinders	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Grout Machine Tender	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Guardrail Erector	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Hazardous Waste Worker (Level A)	\$54.01	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Hazardous Waste Worker (Level B)	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Hazardous Waste Worker (Level C)	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	High Scaler	\$54.01	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Jackhammer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Laserbeam Operator	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Maintenance Person	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Manhole Builder-Mudman	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Material Yard Person	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Motorman-Dinky Locomotive	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View

Lewis	Laborers	Pavement Breaker	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pilot Car	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Pipe Layer Lead	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Pipe Layer/Tailor	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Pot Tender	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Reliner	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Wrapper	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pot Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Powderman	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Powderman's Helper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Power Jacks	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Railroad Spike Puller - Power	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Raker - Asphalt	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Re-timberman	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Remote Equipment Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rigger/Signal Person	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rip Rap Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Rivet Buster	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rodder	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Scaffold Erector	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Scale Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Sloper (Over 20")	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Sloper Sprayer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Spreader (Concrete)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Stake Hopper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Stock Piler	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Swinging Stage/Boatswain Chair	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Tamper (Multiple & Self-propelled)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Toolroom Person (at Jobsite)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Topper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Track Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Track Liner (Power)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Traffic Control Laborer	\$47.48	7A	4V	9C	View
Lewis	Laborers	Traffic Control Supervisor	\$50.31	7A	4V	9C	View
Lewis	Laborers	Truck Spotter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Tugger Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$129.67	7A	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00	\$134.70	7A	4V	9B	View

		psi					
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$138.38	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$144.08	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$146.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$151.30	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$153.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$155.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$157.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$54.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Tunnel Work-Miner	\$54.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Vibrator	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Vinyl Seamer	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Watchman	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Welder	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Well Point Laborer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Window Washer/Cleaner	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Landscape Construction	Landscape Operator	\$69.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Landscape Maintenance	Groundskeeper	\$13.69		<u>1</u>		View
Lewis	Lathers	Journey Level	\$64.94	<u>5D</u>	<u>1H</u>		View
Lewis	Marble Setters	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		View
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Laborer	\$13.69		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$13.69		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Painter	\$13.69		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>		View
Lewis	Millwright	Journey Level	\$66.44	<u>7A</u>	<u>4C</u>		View
Lewis	Modular Buildings	Cabinet Assembly	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Electrician	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Equipment Maintenance	\$13.69		<u>1</u>		View

Lewis	Modular Buildings	Plumber	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Production Worker	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Tool Maintenance	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Utility Person	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Welder	\$13.69		<u>1</u>		View
Lewis	Painters	Journey Level	\$45.40	<u>6Z</u>	<u>2B</u>		View
Lewis	Pile Driver	Crew Tender	\$69.91	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Crew Tender/Technician	\$69.91	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$80.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$108.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Journey Level	\$65.19	<u>7A</u>	<u>4C</u>		View
Lewis	Plasterers	Journey Level	\$61.67	<u>7Q</u>	<u>1R</u>		View
Lewis	Playground & Park Equipment Installers	Journey Level	\$13.69		<u>1</u>		View
Lewis	Plumbers & Pipefitters	Journey Level	\$77.97	<u>5A</u>	<u>1G</u>		View
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$70.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Assistant Engineer	\$66.30	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Bobcat	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Brooms	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Bump Cutter	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Cableways	\$70.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

Lewis	Power Equipment Operators	Chipper	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Compressor	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Conveyors	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes Friction: 200 tons and over	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Crusher	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Derricks: on building work	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Drilling Machine	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Locomotives, All	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Material Transfer Device	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Motor patrol graders	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, Bridge Type	\$69.55	7A	3K	8X	View

		Crane: 20 Tons Through 44 Tons					
Lewis	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Pavement Breaker	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Power Plant	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Pumps - Water	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Rigger and Bellman	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Rollagon	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Saws - Concrete	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Service Engineers: equipment	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$71.60	7A	3K	8X	View
Lewis	Power Equipment Operators	Slipform Pavers	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Subgrader Trimmer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Trenching Machines	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Welder	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$66.01	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$71.93	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$70.49	7A	3K	8X	View
Lewis	Power Equipment	Pavement Breaker	\$66.01	7A	3K	8X	View

	Operators- Underground Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground	Scrapers, Self-propelled: 45 Yards And Over	\$70.17	7A	3K	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	\$70.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$53.10	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$50.40	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$53.10	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$47.48	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$36.10	<u>5A</u>	<u>4A</u>		View
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$77.96	<u>5A</u>	<u>1G</u>		View
Lewis	Residential Brick Mason	Journey Level	\$21.96		<u>1</u>		View
Lewis	Residential Carpenters	Journey Level	\$24.89		<u>1</u>		View
Lewis	Residential Cement Masons	Journey Level	\$16.79		<u>1</u>		View
Lewis	Residential Drywall Applicators	Journey Level	\$36.07		<u>1</u>		View
Lewis	Residential Drywall Tapers	Journey Level	\$24.48		<u>1</u>		View
Lewis	Residential Electricians	Journey Level	\$36.53	<u>5A</u>	<u>1B</u>		View
Lewis	Residential Glaziers	Journey Level	\$25.40		<u>1</u>		View
Lewis	Residential Insulation Applicators	Journey Level	\$28.53		<u>1</u>		View
Lewis	Residential Laborers	Journey Level	\$23.10		<u>1</u>		View
Lewis	Residential Marble Setters	Journey Level	\$21.96		<u>1</u>		View
Lewis	Residential Painters	Journey Level	\$18.76		<u>1</u>		View
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$26.35		<u>1</u>		View
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$32.89		<u>1</u>		View
Lewis	Residential Sheet Metal Workers	Journey Level	\$33.28		<u>1</u>		View
Lewis	Residential Soft Floor Layers	Journey Level	\$14.86		<u>1</u>		View
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$20.28		<u>1</u>		View
Lewis	Residential Stone Masons	Journey Level	\$21.96		<u>1</u>		View
Lewis	Residential Terrazzo Workers	Journey Level	\$14.86		<u>1</u>		View
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$14.86		<u>1</u>		View
Lewis	Residential Tile Setters	Journey Level	\$14.86		<u>1</u>		View
Lewis	Roofers	Journey Level	\$55.15	<u>5A</u>	<u>2O</u>		View

Lewis	Roofers	Using Irritable Bituminous Materials	\$58.15	5A	20		View
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$89.61	7F	1E		View
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1		View
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$52.39	7A	4V	8Y	View
Lewis	Soft Floor Layers	Journey Level	\$51.07	5A	3J		View
Lewis	Solar Controls For Windows	Journey Level	\$13.69		1		View
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$65.49	7J	1R		View
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.69		1		View
Lewis	Stone Masons	Journey Level	\$60.57	7E	1N		View
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1		View
Lewis	Surveyors	Chain Person	\$68.39	7A	3K		View
Lewis	Surveyors	Instrument Person	\$69.02	7A	3K		View
Lewis	Surveyors	Party Chief	\$70.17	7A	3K		View
Lewis	Telecommunication Technicians	Journey Level	\$46.47	6Z	1B		View
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$41.81	5A	2B		View
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$23.53	5A	2B		View
Lewis	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	5A	2B		View
Lewis	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	5A	2B		View
Lewis	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	5A	2B		View
Lewis	Telephone Line Construction - Outside	Television Groundperson	\$22.32	5A	2B		View
Lewis	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	5A	2B		View
Lewis	Telephone Line Construction - Outside	Television System Technician	\$35.20	5A	2B		View
Lewis	Telephone Line Construction - Outside	Television Technician	\$31.67	5A	2B		View
Lewis	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	5A	2B		View
Lewis	Terrazzo Workers	Journey Level	\$55.71	7E	1N		View
Lewis	Tile Setters	Journey Level	\$55.71	7E	1N		View
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$46.54	7E	1N		View

Lewis	Traffic Control Stripers	Journey Level	\$49.13	<u>7A</u>	<u>1K</u>		View
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$63.80	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Lewis	Truck Drivers	Asphalt Mix To 16 Yards	\$62.96	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Lewis	Truck Drivers	Dump Truck	\$62.96	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Lewis	Truck Drivers	Dump Truck & Trailer	\$63.80	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Lewis	Truck Drivers	Other Trucks	\$63.80	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$63.80	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>		View
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$13.69		<u>1</u>		View
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

Benefit Code Key – Effective 9/2/2020 thru 3/2/2021

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

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

Overtime Codes Continued

3.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - 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.
 - K. 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 5 am to 6pm 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, and all hours worked in excess of twelve (12) hours in a single shift 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. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

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.

Overtime Codes Continued

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.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday 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 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. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. 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. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, 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 work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

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.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. 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.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. 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. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. Y. 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. 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.

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.

ZOvertime 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. 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. 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. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- 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).

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Holiday Codes Continued

5. 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).
- 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.

Holiday Codes Continued

7. B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

Holiday Codes Continued

7. 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.
- 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.

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Holiday Codes Continued

7. 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.
- E. Holidays: the day before New Years's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- 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.

Note Codes Continued

8. 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.
- X. 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. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Note Codes Continued

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

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

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

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – \$0.50 per hour over their classification rate.

(B) – 200’ to 299’ – \$0.80 per hour over their classification rate.

(C) – 300’ and over – \$1.00 per hour over their classification rate.

- B. 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.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

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.

Note Codes Continued

- 9. D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. 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.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

"General Decision Number: WA20210001 01/01/2021

Superseded General Decision Number: WA20200001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

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

Zone Differential (Add up Zone 1 rates):
 Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

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

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

CARP0030-004 06/01/2020

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

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 46.92	18.02
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 48.42	18.02
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 47.17	18.02

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian),
 COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of
 120th meridian), KITTITAS (East of 120th meridian), LINCOLN,
 OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE,
 STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th
 meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting,
 placing collars, setting, welding, or creosote treated
 material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

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

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

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

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

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

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

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

 CARP0770-003 06/01/2019

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
 CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 47.42	16.52
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 46.17	16.52

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 ELEC0046-001 08/03/2020

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+21.46
ELECTRICIAN.....	\$ 58.78	3%+22.51

 * ELEC0048-003 01/01/2020

CLARK, KLUCKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

HOURLY ZONE PAY:

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

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

Zone Pay:

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

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

 ELEC0048-029 01/01/2020

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 47.85	24.41

 * ELEC0073-001 07/01/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 37.65	19.68

ELEC0076-002 08/31/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 48.32	23.67

ELEC0112-005 06/01/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 50.45	22.27
ELECTRICIAN.....	\$ 48.05	22.12

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2020

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 48.41	22.47
Group 1AA.....	\$ 49.13	22.47
Group 1AAA.....	\$ 49.83	22.47
Group 1.....	\$ 47.70	22.47
Group 2.....	\$ 47.08	22.47
Group 3.....	\$ 46.55	22.47
Group 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

ENGI0370-002 07/01/2019

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

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.46	17.25
GROUP 2.....	\$ 28.78	17.25
GROUP 3.....	\$ 29.39	17.25
GROUP 4.....	\$ 29.55	17.25
GROUP 5.....	\$ 29.71	17.25
GROUP 6.....	\$ 29.99	17.25
GROUP 7.....	\$ 30.26	17.25
GROUP 8.....	\$ 31.36	17.25

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

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

HAZMAT:

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

 ENGI0612-001 06/01/2020

PIERCE County

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENGI0612-012 06/01/2020

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

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

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

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2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

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

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

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

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

 ENGI0701-002 01/01/2018

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

IRON0014-005 07/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 34.59	30.10

IRON0029-002 07/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

IRON0086-002 07/01/2020

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.59	30.10

IRON0086-004 07/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 43.95	31.00

LABO0238-004 06/01/2020

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

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

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

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

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

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

 LABO0238-006 06/01/2019

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

	Rates	Fringes
Hod Carrier.....	\$ 27.95	12.90

LABO0242-003 06/01/2020

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.35
GROUP 2A.....	\$ 31.82	12.35
GROUP 3.....	\$ 39.81	12.35
GROUP 4.....	\$ 40.77	12.35
GROUP 5.....	\$ 41.43	12.35
Group 6.....	\$ 41.43	12.35

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

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

Group 6: Miner

LABO0252-010 06/01/2020

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.44
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

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

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2020

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.78	12.44
GROUP 2.....	\$ 31.82	12.44
GROUP 3.....	\$ 39.81	12.44
GROUP 4.....	\$ 40.77	12.44
GROUP 5.....	\$ 41.43	12.44

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

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

LABO0335-001 06/01/2020

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

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 34.93	12.44
GROUP 2.....	\$ 35.65	12.44
GROUP 3.....	\$ 36.20	12.44
GROUP 4.....	\$ 36.66	12.44
GROUP 5.....	\$ 31.93	12.44
GROUP 6.....	\$ 29.01	12.44
GROUP 7.....	\$ 25.14	12.44

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

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

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2020

	Rates	Fringes
Hod Carrier.....	\$ 34.93	12.44

LABO0348-003 06/01/2020

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.68	12.44
GROUP 2.....	\$ 27.17	12.44
GROUP 3.....	\$ 29.74	12.44
GROUP 4.....	\$ 30.46	12.44
GROUP 5.....	\$ 30.99	12.44

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

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0005-002 07/01/2020

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

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 31.90	17.23

PAIN0005-004 03/01/2009

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

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

* PAIN0005-006 07/01/2018

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

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

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

PAIN0055-003 07/01/2020

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.87	13.40

PLAS0072-004 06/01/2020

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

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

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

PLAS0528-001 06/01/2020

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 45.80	18.54
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 46.30	18.54
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 46.30	18.54

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

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

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

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

TEAM0037-002 06/01/2019

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

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.08	15.27
GROUP 2.....	\$ 29.20	15.27
GROUP 3.....	\$ 29.34	15.27
GROUP 4.....	\$ 29.62	15.27
GROUP 5.....	\$ 29.85	15.27
GROUP 6.....	\$ 30.03	15.27
GROUP 7.....	\$ 30.24	15.27

Zone Differential (Add to Zone 1 Rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

* TEAM0174-001 06/01/2019

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

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46
GROUP 3:.....	\$ 36.73	20.46
GROUP 4:.....	\$ 31.76	20.46
GROUP 5:.....	\$ 39.93	20.46

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

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

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

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

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

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

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

BASE POINTS: Spokane, Pasco, Lewiston

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

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

NOTE:

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

APPENDIX B

FEDERAL CONTRACT PROVISIONS

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS – FHWA 1273

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

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

APPENDIX C

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Local Agency Certification for Federal-Aid Contracts

Non-Collusion Declaration

Proposal Signature Page

Contractor Certification Wage Law Compliance

Disadvantaged Business Enterprise Utilization Certification

Disadvantaged Business Enterprise (DBE) Written Confirmation Document



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 12:30 P.M. on **Tuesday, February 9, 2021**, at the Lewis County Courthouse in Chehalis, Washington, for the Stowell M.P. 0.57 Bridge Scour Repair Project, CRP 2159K. This contract provides for the improvement of *** Stowell Road MP 0.57 by performing temporary BMPs, stream diversion, structure excavation, concrete slope protection (precast concrete units), re-setting existing riprap, streambed gravel, large woody debris, hydroseeding, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:30 P.M. on Tuesday, February 9, 2021

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. **Bids submitted after 12:30 PM will not be considered for this project.**)

Sealed proposals must be delivered to the Lewis County Commissioners Office (351 N.W. North Street, Room 209, CMS-01, Chehalis, Washington 98532), by or before **12:30 P.M.** on the date specified for delivery, and in an envelope clearly marked: **“SEALED BID FOR THE STOWELL M.P. 0.57 BRIDGE SCOUR REPAIR PROJECT, CRP 2159K, F. A. PROJECT NO. BHOS-2021(055), TO BE OPENED ON OR AFTER 12:30 P.M. ON FEBRUARY 9, 2021.”**

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 performance 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.

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

PROPOSAL

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

This certifies that the undersigned has examined the location of the Stowell M.P. 0.57 Bridge Scour Repair Project, Federal Aid Project No. BHOS-2021(055), CRP 2159K, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

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

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1	1 L.S.	MOBILIZATION	LUMP SUM		\$ _____	
2	1 L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM		\$ _____	
3	670 C.Y.	STRUCTURE EXCAVATION CL. B, INCL. HAUL	\$ _____		\$ _____	
4	1 EACH	TEMPORARY ACCESS ROAD	\$ _____		\$ _____	
5	176 TON	6-INCH MINUS	\$ _____		\$ _____	
6	605 TON	STREAMBED MIX	\$ _____		\$ _____	
7	1 L.S.	TEMPORARY STREAM DIVERSION	LUMP SUM		\$ _____	
8	199 S.Y.	CONC. SLOPE PROTECTION (24" A-JACKS)	\$ _____		\$ _____	
9	4 EACH	REMOVE, STOCKPILE AND RESET EXISTING RIRAP AT TRANSITIONS	\$ _____		\$ _____	
10	7 DAY	ESC LEAD	\$ _____		\$ _____	
11	0.50 ACRE	SEEDING AND MULCHING	\$ _____		\$ _____	
12	1 L.S.	PLANTING MITIGATION CONSTRUCTION	LUMP SUM		\$ _____	
13	0 EST.	EROSION/WATER POLLUTION CONTROL	ESTIMATED		\$5,000.00	
14	100 L.F.	HIGH VISIBILITY SILT FENCE	\$ _____		\$ _____	
15	1 L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM		\$ _____	
16	10 C.Y.	CONTROLLED DENSITY FILL	\$ _____		\$ _____	
17	2 EA.	LARGE WOODY DEBRIS	\$ _____		\$ _____	
18	1 L.S.	TRIMMING AND CLEANUP	LUMP SUM		\$ _____	
19	0 EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATED		\$0.00	
20	1 CALC.	MINOR CHANGE	CALCULATED		\$25,000.00	
21	1 L.S.	SPCC PLAN	LUMP SUM		\$ _____	
			TOTAL BID		\$ _____	

Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

SR

DOT Form 272-040A EF
07/2011

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

PROPOSAL - SIGNATURE PAGE

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

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

CASH IN THE AMOUNT OF _____

CASHIER'S CHECK _____ DOLLARS

CERTIFIED CHECK (\$_____) PAYABLE TO THE LEWIS COUNTY TREASURER

PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

** Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

State of Washington Contractor's License No.

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

Telephone No.

Federal ID No.

Note:

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

*Attach Power of Attorney



**Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts**

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____ **Place:** _____
Title of person signing certificate Print city and state where signed

Date: _____

Instructions for Underutilized Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

Column 1: Name of the Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com> Repeat the name of the UDBE for each Project Role that will be performed.

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

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

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

Column 3: Provide a description of the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

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

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

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

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

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

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

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

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

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

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

Underutilized Disadvantaged Business Enterprise Utilization Certification

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

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

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

Column 1 Name of UDBE <small>(See Instructions)</small>	Column 2 Project Role <small>(See Instructions)</small>	Column 3 Description of Work <small>(See Instructions)</small>	Column 4 Dollar Amount Subcontracted to UDBE <small>(See Instructions)</small>	Column 5 Dollar Amount to be Applied Towards Goal <small>(See Instructions)</small>
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Underutilized Disadvantaged Business 356,968.16 Total UDBE Commitment Dollar Amount 1,295,250
 Enterprise Condition of Award Contract Goal Box 3 Box 4

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



**Underutilized Disadvantaged Business
Enterprise (UDBE) Written
Confirmation Document**

See Contract Provisions: *UDBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

UDBE's Business Name: _____

Description of UDBE's Work: _____

Dollar Amount to be Applied Towards UDBE Goal: _____

Dollar Amount to be Subcontracted to UDBE*: _____
*Optional Field

PART B: To be completed by the Underutilized Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

APPENDIX D

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Performance Bond

Power Equipment List

-
CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2021, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

for ___sel___, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

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

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary to improve *** Stowell Road MP 0.57 by performing temporary BMPs, stream diversion, structure excavation, concrete slope protection (precast concrete units), re-setting existing riprap, streambed gravel, large woody debris, hydroseeding,*** and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

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

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

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

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

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

By: _____

Contractor

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

Dated: _____, 2021

By: _____

Surety

By: _____

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____

Civil Deputy

APPROVED:

County Engineer

Contract – 2

**PERFORMANCE BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

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

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. **CRP 2159K, F.A. Project No. BHOS-2021 (055)**, between Principal and County, which total is *initially* _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for the **Stowell M.P. 0.57 Bridge Scour Repair Project**, and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. **CRP 2159K, F.A. Project No. BHOS-2021 (055)**, between the below-named Contractor and County for the **Stowell M.P. 0.57 Bridge Scour Repair Project**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

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

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

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
(Signature of Attorney-in-Fact)

By: _____
(Signature of authorized signer for Contractor)

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

(Type or print name of signer for Contractor)

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

(Type or print title of signer for Contractor)

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**
COUNTY OF _____)

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

(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR SURETY**
COUNTY OF _____)

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

(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

APPENDIX E

ENVIRONMENTAL PERMIT DOCUMENTS

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS																														
Contract Provisions		<p>U.S. Army Corps of Engineers</p> <p>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.</p> <p>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.</p>																																					
		<p>Permits and Licenses</p> <p>The Contracting Agency has or will obtained the below-listed permits(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.</p> <p>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.</p> <table border="1"> <thead> <tr> <th>NAME OF DOCUMENT</th> <th>PERMITTING AGENCY</th> <th>PERMIT REFERENCE NO.</th> </tr> </thead> <tbody> <tr> <td>National Environmental Policy Act (NEPA) – Documented Categorical Exclusion</td> <td>Federal Highway Administration</td> <td>CE-BROS-2021(055)</td> </tr> <tr> <td>Department of the Army Section 404 Nationwide 13</td> <td>Corps of Engineers Seattle District</td> <td>NWS-2020-840</td> </tr> <tr> <td>Section 106 Concurrence</td> <td>Corps of Engineers Seattle District</td> <td>Certified under NWS-2020-840</td> </tr> <tr> <td>Section 401 Water Quality Certification</td> <td>Department of Ecology</td> <td>Certified under NWS-2020-840</td> </tr> <tr> <td>Hydraulic Project Approval</td> <td>Washington Department of Fish and Wildlife</td> <td>TBD</td> </tr> <tr> <td>State Environmental Policy Act</td> <td>Lewis County Community Development (LCCD)</td> <td>SEP20-0019</td> </tr> <tr> <td>Shoreline Development Permit</td> <td>LCCD</td> <td>SHD20-0003</td> </tr> <tr> <td>Floodplain Permit</td> <td>LCCD</td> <td>FD20-00046</td> </tr> <tr> <td>Fill and Grade Permit</td> <td>LCCD</td> <td>G20-00030</td> </tr> </tbody> </table>	NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	National Environmental Policy Act (NEPA) – Documented Categorical Exclusion	Federal Highway Administration	CE-BROS-2021(055)	Department of the Army Section 404 Nationwide 13	Corps of Engineers Seattle District	NWS-2020-840	Section 106 Concurrence	Corps of Engineers Seattle District	Certified under NWS-2020-840	Section 401 Water Quality Certification	Department of Ecology	Certified under NWS-2020-840	Hydraulic Project Approval	Washington Department of Fish and Wildlife	TBD	State Environmental Policy Act	Lewis County Community Development (LCCD)	SEP20-0019	Shoreline Development Permit	LCCD	SHD20-0003	Floodplain Permit	LCCD	FD20-00046	Fill and Grade Permit	LCCD	G20-00030							
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		The contractor shall ensure that all permit conditions outlined in the Environmental Commitments Spreadsheet are complied with.																																					

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
		Temporary Stream Diversion for Structure & Channel Excavation							
		Temporary Stream Diversion for Structure & Channel Excavation work shall consist of installation and maintenance of stream diversion/bypass for the creek during all in-water construction. Temporary Stream Diversion for Structure Excavation shall be conducted in a manner that does not violate State Water Quality Standards. All work in and adjacent to the stream shall be accomplished in strict accordance with the requirements of the WDFW HPA. This work also consists of adjustments to the location of the dewatering systems as deemed necessary by the Contractor to complete the project and comply with all environmental regulations, permits, specifications and special provisions for this project.							
		Upon completion of all in-water construction, the Contractor shall keep the stream diversion in-place for three days (as required by the WDFW HPA). After this three day review period is completed (or the last day of WDFW HPA in-water work window expiration), all stream diversion materials and equipment shall be removed, 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.							
		Minimum Stream Flows							
		At all times of operation the Contractor's temporary stream diversion shall be designed to convey the following minimum flow rate of water in cubic feet per second: 11.2 CFS							
		During all phases of the diversion/bypass installation and decommissioning, the Contractor shall maintain flows downstream of the project.							
		A Contingency System is required for this Project. The capacity of the combined temporary stream diversion system and the Contingency System shall be designed to convey the following minimum flow rate of water in cubic feet per second: 17.5 CFS							

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
Contract Provisions		<p>Submittals</p> <p>One week prior to beginning stream diversion/bypass and dewatering work, the Contractor shall submit the following in writing to the Engineer for approval:</p> <ul style="list-style-type: none"> a. Plans for the installation and commissioning of the temporary stream diversion/bypass and the dewatering system throughout the duration of the structure excavation and scour countermeasure work b. 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 c. Include a written report outlining: <ul style="list-style-type: none"> a. Description of the stream diversion/bypass system design to be continuously operated throughout the duration of the structure excavation. b. Control procedures to be adopted if stream bypass problems arise. c. Photograph or video tape, in sufficient detail, existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by stream bypass operations. <p>Work shall not commence until the submittals are approved in writing by the Engineer.</p>							
		<p>Preparation</p> <p>Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by stream diversion operations.</p>							
		Install the stream diversion system to ensure minimum interference with the existing streambed, and other facilities surrounding the dewatering site.							
		Disturbance of the bed and banks should be limited to that necessary to place the structure, embankment protection, and any required channel modification associated with the installation. All disturbed areas should be protected from erosion within seven (7) calendar days of completion using vegetation or other means							
		Isolation of the construction site from instream flow shall be accomplished using techniques such as: By pumping the stream flow around the site. The installation of a sheetpile or sandbag wall. The use of a water-filled cofferdam.							
		Exception may be granted if siltation or turbidity is reduced to acceptable levels by means approved by the Engineer, the Washington Department of Fish and Wildlife (WDFW) and Washington Department of Ecology.							
		<p>Installation</p> <p>It is anticipated that a stream bypass system will be utilized to by-pass stream around the excavation area.</p>							
		Install the stream diversion system utilizing pipes, pumps, culverts, flexible hose or similar methods complete with pump equipment, standby power and pumps, valves, appurtenances, water disposal, and surface-water controls.							

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
CONTRACT PROVISIONS		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.							
		Fish rescue shall be conducted within the zone of isolation. All fish shall be transferred downstream of the project site using Washington 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.							
		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.							
		Remove and dispose of the stream diversion 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.							
		Erosion Control and Water Pollution Control							
		Grass seed, of the following composition, proportion, and quality shall be applied at the rate of ***80 *** pounds of pure live seed (pls) per acre on all areas requiring permanent roadside seeding within the project limits. Deschampsia elongata (Slender Hairgrass), 0.32 pls Elymus glaucus (Blue Wildrye), 34.43 pls Festuca idahonesis (Idaho Fescue), 5.61 pls Festuca ovina (Sheep Fescue), 0.93 pls Hordeum brachyantherum (Meadow Barley), 29.71 pls Koeler cristata (Prairie Junegrass), 0.27 pls Lolium multiflorum (Annual Ryegrass), 8.73 pls							
		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.							
		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							

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DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
CONTRACT PROVISIONS		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.							
		The work described in this section, regardless of the nature or type of the materials encountered, includes supplying plant material, planting, installing plant protectors, installing weed barrier mats (at tree and shrub locations) and installing identification stakes as shown in the Contract Plans, marked in the field, and as directed by the Engineer. This work shall be accomplished in accordance with all environmental permits regulating the work.							
		Planting Mitigation Construction							
		The Contractor shall grade, plant, and otherwise construct mitigated planting areas as shown in the Contract Plans, marked in the field, and required by the Engineer. The planting of the enhancement sites shall be performed by a biologist, horticulturist, landscape architect or other similar professional. The credentials of the supervisor of this work shall be approved by the Engineer prior to beginning work on this item. The work described in this section, regardless of the nature or type of the materials encountered, includes site preparation and planting live willow stakes at 3-feet on center from the calculated ordinary high water mark (OHWM) to a point 15-feet outside the OHWM, on both sides of Mill Creek within the stream channel regrade area. Live willow stakes shall be ¾-inch diameter (minimum) and 5-foot long with stakes embedded 2-foot minimum into the soil. Approximately 345 live stakes are required for Planting Mitigation Construction and stakes shall be equally proportioned from three different species of willow plants native to western Washington.							
		Planting zones shall be as follows: See Sheet 6/12 and 10/12 of the Contract Plans							
		The Contractor shall provide a one-year plant guarantee period from the date of final acceptance, in accordance with performance standards of local, state and federal permits. At the end of the one-year guarantee period, all dead and unacceptable plant materials shall be replaced by the Contractor at the Contractor's expense. The Contractor shall provide maintenance and monitoring efforts during the guarantee period.							
		Riprap							
		Existing riprap within grading areas and dislodged riprap within the streambed shall be removed and temporarily stockpiled on-site. After Conc. Slope Protection construction is completed, stockpiled riprap shall be reset at all four transition areas between precast concrete units and existing riprap or native bank material, as directed by the Engineer. Care shall be taken to prevent damage to the existing bridge structure and completed Conc. Slope Protection. Damage to the existing bridge or completed Conc. Slope Protection due to the Contractor's operation shall be repaired at no cost to the Contracting Agency.							
		After all stream protection construction is completed, Streambed Mix shall be placed in bed excavation areas to restore the stream bed to the planned profile and cross section. Streambed Mix shall be composed of one part Streambed Sediment and one part 12" Streambed Cobbles.							

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
CONTRACT PROVISIONS		<p>Large Woody Debris</p> <p>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. Log stems shall be buried into the existing bank as depicted in the Contract Plans. Excavation for burying log stems shall be the minimum necessary to set LWD. After placing LWD, native soil and existing riprap shall be used to backfill the void over the stem and the bole end shall be anchored with ½-inch diameter steel cable (15,000-lb ultimate strength) one full wrap around the log (notch log 4-ft from the root ball and secure cable with 4-inch staples). Each cable end shall be epoxied into a 36-inch diameter rock recovered from on-site structure excavation. Cable shall be taunt upon completion.</p>							
		<p>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 suitable culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.</p>							
Corps NWP Authorization NWS-2020-840	TBD	<p>Activities in spawning areas during spawning season must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.</p>							
		<p>Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.</p>							
		<p>No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Materials used for construction or discharged must be free from toxic pollutants in toxic amounts.</p>							
		<p>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.</p>							
		<p>If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.</p>							
		<p>Appropriate soil erosion and sediment controls must be used and maintained in effective operation condition during construction, and all exposed soils and other fills, as well as any work below ordinary high water mark, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no flow.</p>							
		<p>The activity must comply with applicable FEMA-approved state or local floodplain management requirements.</p>							
		<p>To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of activities to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location to open waters if it benefits the aquatic environments (e.g., stream restoration or relocation activities).</p>							
		<p>Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.</p>							

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
Corps NWP Authorization NWS-2020-840	TBD	Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.							
		Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.							
		No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitats or such species. No activity is authorized under any NWP which "may effect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.							
		The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide Permit Verification Letter, Conditions, and permit drawings on the worksite for the life of the contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies of the items above listed to all sub-contractors involved with the authorized work prior to their commencement of any work.							
		The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.							
		Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP and CWA Section 401, individual 401 Water Quality Certification must be obtained or waved. The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does no result in more than minimal degradation of water quality.							
		If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.							
		No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.							
WDFW HPA TBD	TBD	Timing Limitation							
		The project may begin TBD and must be completed by TBD							
		Work below the ordinary high water line (OHWL) must only occur between July 1 and September 30.							

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS
WDFW HPA TBD	TBD	Approved Plans							
		You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.							
		Invasive Species Control							
		Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and 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. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at https://wdfw.wa.gov/species-habitats/invasive/prevention .							
		Pre- and Post-Construction Notification							
		You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number.							
		Fish Kill/Water Quality Problem Notification							
		If a fish kill occurs or a fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.							
		Staging, Job Site Access, and Equipment							
		Design and locate new temporary access roads to prevent erosion and sediment delivery to waters of the state.							
		Clearly mark boundaries to establish the limit of work associated with site access and construction.							
		Limit the removal of native bankline vegetation to the minimum amount needed to construct the project							
Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.									
Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.									
Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.									

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS	
WDFW HPA TBD	TBD	Construction-Related Sediment, Erosion, and Pollution Containment								
		Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).								
		Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete								
		Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.								
		Prevent project contaminates, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into the waters of the state.								
		Construction Materials								
		Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.)								
		Angular rock, the rock must be large enough and installed to withstand the 100-year peak flow.								
		Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.								
		In-Water Work Area Isolation Using a Cofferdam Structure								
		Use a cofferdam, dike, or similar structure to exclude water from the work area.								
		Maintain water quality when installing and removing the cofferdam, dike or similar structure.								
		Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.								
		Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.								
		Sequence the work to minimize the duration of dewatering.								
		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.								
		If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following: a) Perforated plate: 0.094 inch (maximum opening diameter); b) Profile bar: 0.069 inch (maximum width opening); or c) Woven wire: 0.087 inch (maximum opening in the narrow direction). The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.								
		Fish Life Removal								
		All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.								

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS	
WDFW HPA TBD	TBD	If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.								
		Capture and safely move fish life from the work area to the nearest suitable free-flowing water.								
		Stream Bank Protection								
		The length of the bank protection must not exceed 50 feet.								
		Establish the waterward distance of the structure from a permanent benchmark(s) (fixed objects) shown on the approved plans. Locate and mark the benchmark(s) in the field prior to the start of work. Protect the benchmark to serve as a post-project reference for ten years.								
		Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.								
		Install the toe to protect the integrity of bank protection material.								
		Bury the base of the structure deep enough to prevent undermining.								
		Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).								
		Use clean angular rock to construct the bank protection. The rock must be large enough and installed to withstand the 100-year peak flow.								
		Complete all bank protection work prior to releasing the water flow to the project area.								
		Demobilization and Cleanup								
		Before the end of the in-water work period specified in the timing limitations provision, abandon temporary roads in wet or flood-prone areas.								
		Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.								
		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.								
		To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.								
		Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.								
Replant the job site with the plant species composition and planting densities as provided in the project plans.										
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.										
Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.										
SEPA – DNS SEP20-0019	11-24-20	This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the issue date (December 8, 2020).								
Shoreline Permit SHD20-0003	TBD	The applicant shall employ Best Management Practices for Water Quality prior to and during the project.								

Stowell Rd MP 0.570 Bridge Scour, CRP 2159K

DOCUMENT	DATE RECEIVED	CONDITIONS OF WORK	YES	NO	Initials of Inspector	Date	Initials of Environmental Planner	Date	COMMENTS	
Shoreline Permit SHD20-0003	TBD	All development shall comply with the conditions set forth in the Lewis County Land Development Review (LDR19-0016)								
		All disturbed areas of vegetation shall be reseeded or replanted with native plant types. All exposed/unworked soils shall be stabilized with BMPs within 2 days (October-June) and 7 days (July-September).								
		The applicant shall maintain a spill prevention and emergency response emergency plan on-site during all phases of construction.								
		Erosion control measures must be in place prior to any clearing, grading, or construction.								
		During construction, all releases of oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills should take precedence over other work on the site.								
		Notice: In the event any archaeology or historic materials are encounters during project activity, work in the immediate area must stop. The area will be secured, and the project proponent will notify the concerned Tribes and all appropriate county, state, and federal agencies, including the Department of Archaeology and Historic Preservation. If human remains are uncovered, appropriate law enforcement agencies shall be notified first. An Inadvertent Discovery Plan is required to be followed.								
Floodplain Permit FD20-00046	TBD	All work shall conform to the requirements of the Lewis County code and any other applicable laws and ordinances.								
		Certificate of elevation to lowest supporting member required prior to final inspection.								
Fill and Grade Permit G20-00030	TBD	Fill material is required to be clean earth material (rock, natural soil or a combination of both).								
		All work shall conform to the requirements of the Lewis County code and any other applicable laws and ordinances.								
		This permit includes stockpiling of stripped/excavated material from site preparation activities, but does not include the exportation of materials. All excavated material that is not utilized on site or included in the permitted stockpile are will be taken off site to a government-approved pit or fill site, or to a permitted location. If there will be exportation of fill material in excess of 50 cubic yards to any one site this activity shall require a separate permit and an approved location for each site receiving 50 cubic yards or more.								

Federal Aid Project Number: BHOS-2021(055)	NEPA Start Date: 6/4/2018	Intent of Submittal: <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate
Agency: Lewis County Public Works	Project Title: Stowell MP 0.57 Bridge Scour	
County: Lewis County		
Beginning terminus: <u>Milepost (MP) 0.57</u>	Township(s): <u>12 North</u>	
Ending terminus: <u>N/A</u>	Range(s): <u>01 East</u>	
Miles: <u>N/A</u>	Section(s): <u>12</u>	


Part 1 - Project Description (Attach Vicinity Map)

Scour Repair - scour has undermined the approach and spread footings. This project is to armor the abutment and spread footings. Proposed work includes the removal of existing material beneath the bridge, the insertion of controlled density fill (CDF) below the southwestern bridge footing, and placement of A-Jacks® within the channel below the bridge and along the banks immediately upstream and downstream of the bridge, resetting of riprap along the banks immediately upstream and downstream of the bridge, and placement of large woody debris on the southwestern bank. Willow stakes will also be installed along the regarded portion of the southwest bank. Streambed mix will be placed above the A-Jacks® within the channel bottom.

Part 2 – Categorical Exclusion & STIP

- Identify one CE from 23 CFR 771.117 (CE Guidebook - Appendix A) that fits the entire project c(23)
- Per 23 CFR Part 452(l) identify the subsequent project phase identified on the STIP? ROW Construction
JB
- Attach a copy of the STIP page to the CE documentation form.

NEPA Approval Signatures

	<u>7-6-20</u>	_____	<u>9/15/20</u>
Local Agency Approving Authority Michael A. Williams, PE <small>Digitally signed by Michael A. Williams, PE Date: 2020.09.15 10:52:24 -07'00'</small>	Date	Local Programs Environmental Engineer	Date
Regional Local Programs Engineer	Date	CE per PA	<u>9/15/20</u>
		Federal Highway Administration	Date

Completed by (Print Official's Name): Ann Weckback	Telephone (include area code): (360) 740-1440	E-mail address: Ann.Weckback@lewiscountywa.gov
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Part 3 - Permits, Approvals & Right of Way (ROW)

Yes No Permit or Approval	Yes No Permit or Approval
<input checked="" type="checkbox"/> <input type="checkbox"/> Corps of Engineers <input type="checkbox"/> Sec. 10 <input checked="" type="checkbox"/> Sec. 404 <input checked="" type="checkbox"/> Nationwide Type 3 – Maintenance <input type="checkbox"/> Individual Permit No. _____ <input type="checkbox"/> <input checked="" type="checkbox"/> Coastal Zone Management Certification <input checked="" type="checkbox"/> <input type="checkbox"/> Critical Areas Ordinance (CAO) Permit <input type="checkbox"/> <input checked="" type="checkbox"/> Forest Practices Act Permit <input checked="" type="checkbox"/> <input type="checkbox"/> Hydraulic Project Approval <input type="checkbox"/> <input checked="" type="checkbox"/> Local Building or Site Development Permits <input checked="" type="checkbox"/> <input type="checkbox"/> Local Clearing and Grading Permit <input type="checkbox"/> <input checked="" type="checkbox"/> National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction <input checked="" type="checkbox"/> <input type="checkbox"/> Shoreline Permit <input type="checkbox"/> <input checked="" type="checkbox"/> State Waste Discharge Permit <input type="checkbox"/> <input checked="" type="checkbox"/> Water Rights Permit	<input checked="" type="checkbox"/> <input type="checkbox"/> Water Quality Certification – Section 401 Issued by <u>Department of Ecology</u> <input type="checkbox"/> <input checked="" type="checkbox"/> Tribal Permit(s) (if any) _____ <input type="checkbox"/> <input checked="" type="checkbox"/> Other Permits (List) _____ <input type="checkbox"/> <input checked="" type="checkbox"/> Is permanent ROW acquisition needed? If yes, amount needed: _____ (acres/sq. ft.). <input checked="" type="checkbox"/> <input type="checkbox"/> Is any temporary ROW needed? <input type="checkbox"/> <input checked="" type="checkbox"/> Is relocation required? <input type="checkbox"/> <input checked="" type="checkbox"/> Has ROW (property and/or property interests) been acquired <u>for this project</u> prior to the NEPA start date? If yes, documentation demonstrating compliance with 23 CFR 710.501 may be required. <input checked="" type="checkbox"/> <input type="checkbox"/> Is a detour required? If yes, please attach detour information.

U.S. Coast Guard Permitting

- a. Does the project propose any new or modify **any** existing bridges or culverts crossing a waterway? Yes No
- b. If Yes, attach a copy of the jurisdictional determination email or letter from the U.S. Coast Guard.

Other Federal Agencies - Does the project involve any federal properties, approvals or funding from other/additional federal agencies? Yes No If Yes, please describe. This project will require authorization from the USACE.

Part 4 - Environmental Considerations

Will the project involve work in or affect any of the following? Identify proposed mitigation. Attach additional pages or supplemental information if necessary.

1. Air Quality - Identify any anticipated air quality issues. Projects with neutral or de minimis emissions impacts JB

Is the project exempt from Air Quality conformity requirements? Yes No

a. If Yes, identify exemption – please refer to Appendix G in the CE Guidebook for a list of exemptions.

b. Is the project included in the Metropolitan Transportation Plan? Yes No
 If Yes, date Metropolitan Transportation Plan was adopted _____

c. Is the project located in an Air Quality Non-Attainment Area or Maintenance Area for carbon monoxide, ozone or PM 10 or PM 2.5? Yes No

2. Critical and Sensitive Areas

- a. Is this project within a sole source aquifer Yes No
 If located within a sole source aquifer, is the project exempt from EPA approval?
 If Yes, please list exemption: _____
 If No, date of EPA approval: _____
- b. Will this project impact Species/Habitat other than ESA listed species? Yes No Explain your answer.
According to the WDFW Priority Habitats and Species and SalmonScape interactive mappers eastern wild turkey, rainbow trout, and Rocky Mountain elk are potentially present within the project area. No adverse impacts to species are anticipated as best management practices will be implemented and permit guidelines will be followed.
- c. Is this project within one mile of a Bald Eagle nesting territory, winter concentration area or communal roost?
 Yes No If Yes, the local agency must go to the US Fish & Website (<http://www.fws.gov/pacific/eagle/>) and work through the *Do I Need a Permit?* section.
- d. Are wetlands present within the project area? Yes No If Yes, estimate the impact in acres: _____
 Please attach a copy of the proposed mitigation plan.

3. Cultural Resources/Historic Structures – Identify any historic, archaeological or cultural resources present within the project’s Area of Potential Effects.

Does the project fit into any of the exempt types of projects listed in Appendix J of the CE Guidebook?

Yes No If Yes, note exemptions below.

The project meets exemptions A-17 and A-22 of FHWA’s Section 106 programmatic agreement.

If No: Date of DAHP concurrence: _____

Date of Tribal consultation(s) (if applicable): _____

Adverse effects on cultural/historic resources? Yes No

If Yes, date of approved Section 106 MOA: _____

4. Floodplains and Floodways

- a. Is the project located in a 100-year floodplain? Yes No
- b. If Yes, is the project located within a 100-year floodway? Yes No
- c. Will the project impact a 100-year floodplain? Yes No If Yes, describe impacts.

Using the HEC-RAS 1-D steady –flow modeling, the proposed scour protection (A-Jacks in –lieu of riprap) does not increase the 100-yr flood elevation up or downstream of the projects area when compared to existing stream channel conditions. As such, no adverse impacts to the 100-year floodplain are anticipated to result from the proposed scour repair project.

5. Hazardous and Problem Waste – Identify potential sources and type(s).

- a. Does the project require excavation below the existing ground surface? Yes No
- b. Will groundwater be encountered? Yes No
- c. Will any properties be acquired as part of this project? Yes No
- d. Is this site located in an undeveloped area (i.e. no buildings, parking, storage areas or agriculture)? Yes No
- e. Is the project located within a one-mile radius of a known Superfund Site? Yes No
- f. Is this project located within a ½-mile radius of a site or sites listed on any of the following Department of Ecology databases? Yes No If Yes, check the appropriate boxes below.

Voluntary Cleanup Program (VCP), State Cleanup Site (SCS), or Independent Cleanup Program (ICP)

Underground Storage Tank (UST)

Leaking Underground Storage Tank (LUST)

Confirmed and Suspected Contaminated Sites List (CSCSL)

- g. Has site reconnaissance (windshield survey) been performed? Yes No (Please identify any properties not identified in the Ecology or ERS database search as an attachment -- name, address and property use).
- h. Based on the information above and project specific activities, is there a potential for the project to generate, acquire or encounter contaminated soils, groundwater or surface water? Yes No

Please explain:

Upon searching the ECY website, it was determined that none of the aforementioned sites are within 1 mile of the proposed project. As there is no known contaminated soil, surface water, or groundwater within the noted limits; no areas/materials of concern were noted during a windshield survey; and no hazardous materials are proposed to be used during project construction it is not anticipated the project will generate, acquire or encounter contaminants.

If you responded **Yes** to any of these questions above (5A – 5F or 5H), contact your Region LPE for assistance as a “Right-Sized” HazMat Analysis Report/Memorandum most likely will be required.

Part 4 - Environmental Considerations (continued)

6. Noise

- a. Does the project involve constructing a new roadway? Yes No
- b. Is there a change in the vertical or horizontal alignment of the existing roadway? Yes No
- c. Does the project increase the number of through traffic lanes on an existing roadway? Yes No
- d. Is there a change in the topography? Yes No
- e. Are there auxiliary lanes extending 1-½ miles or longer being constructed as part of this project?
 Yes No
- f. If you answered Yes to any of the preceding questions, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. Please attach a copy of the noise analysis if required.

If impacts are identified, describe proposed mitigation measures.

7. 4(f)/6(f) Resources: parks, recreation areas, wildlife refuges, historic properties, wild & scenic rivers, scenic byways

- a. Please identify any 4(f) properties within the project limits and the areas of impacts.
No 4(f) properties exist within the project limits and the areas of impact.
- b. Please identify any properties within the project limits that used funds from the Land & Water Conservation Fund Act.
No properties exist within the project limits that used said funds.
- c. Please list any Wild and Scenic Rivers and Scenic Byways within the project limits.
There are no Wild and Scenic River and/or Scenic Byways within the project limits.

8. Agricultural Lands –

- a. Are there agricultural lands within 300 feet of the project limits? Yes No If Yes, describe impacts:
All areas surrounding the project are designated as prime farmland. However at this time it is not anticipated work will be done outside the limits of existing scour protection so no impacts to prime farmland are anticipated.
- b. Are impacted lands considered to be unique and prime farmland? Yes No
If Yes, date of project review by Natural Resource Conservation Service (NRCS): _____

9. Rivers, Streams (continuous or intermittent) or Tidal Waters

- a. Identify all waterbodies within 300 feet of the project limits or that will otherwise be impacted.
Mill Creek; HUC 17080005000326
- b. Identify stream crossing structures by type.
Stowell Road Bridge No 221 is the only stream crossing structure in the project area. It is a 30-foot long, double lane concrete bridge.

Part 4 - Environmental Considerations (continued)

- 10. Tribal Lands –** Identify whether the project will occur within any Tribal lands, including reservation, trust and fee lands. Please do not list usual and accustomed area.
The project would not occur within any tribal lands, nor would any such land be impacted by the proposed project.

11. Water Quality/Stormwater

a. Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's stormwater management manual for eastern/western Washington or a local agency equivalent manual? Yes No

If No, explain proposed water quality/quantity treatment for the new and any existing pollution generating impervious surface associated with the proposed project.

b. Amount of existing pollution generating impervious surface within the project limits: 22,142.25 sq. ft.

c. Net new pollution generating impervious surface to be created as a result of this project: N/A

d. Amount of proposed post-project untreated pollution generating impervious surface: 22,142.25 sq. ft.

12. Previous Environmental Commitments

Describe previous environmental commitments that may affect or be affected by the project – if any.

Lewis County is responsible for maintaining Stowell Road Bridge No. 221, associated riprap, and the roadway.

13. Environmental Justice - Does the project meet any of the exemptions noted in Appendix L of the CE Documentation Guidebook? Yes No

If Yes, please note the exemption and appropriate justification in the space below.

If No, are minority or low-income populations located within a 0.50-mile of the project?

Yes No If No, attach appropriate data to support findings. If Yes, describe impacts and attach appropriate supporting documentation. Findings should be confirmed using at least two information sources. Please refer to the CE Guidebook for more information.

Part 5 - Biological Assessments and EFH Evaluations

1. Do any listed species potentially occur in the project's action area and/or is any designated critical habitat present within the project's action area? Yes No Attach species listings.

Affected ESA Listed Species	2. Will any construction work occur within 0.25 mile of any of the following?	3. Does the project involve blasting, pile driving, concrete sawing, rock-drilling or rock-scaling activity within one mile of any of the following?
Oregon Spotted Frog proposed critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Yellow-billed Cuckoo suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spotted Owl management areas, designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Marbled Murrelet nest or occupied stand, designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Western Snowy Plover designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the project within 0.25 mile of marine waters? If Yes explain potential effects on Killer Whales and on Marbled Murrelet foraging areas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Killer Whale designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grizzly Bear suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Gray Wolf suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Canada Lynx habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Columbia White-tailed Deer suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Woodland Caribou habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Streaked Horned Lark designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Taylor's Checkerspot designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mazama Pocket Gopher designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Eulachon designated critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rockfish proposed critical habitat or suitable habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A mature coniferous or mixed forest stand?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Will the project involve any in-water work?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Will any construction work occur within 300 feet of any perennial or intermittent waterbody that either supports or drains to waterbody supporting listed fish?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Will any construction work occur within 300 feet of any wetland, pond or lake that is connected to any permanent or intermittent waterbody?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Will the project discharge treated or untreated stormwater runoff or utilize water from a waterbody that supports or drains into a listed-fish supporting waterbody?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Will construction occur outside the existing pavement? If Yes go to 9a.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling or modification of vegetation or tree-cutting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Are there any Federally listed Threatened or Endangered plant species located within the project limits? If Yes, please attach a list of these plant species within the action area.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Does a mature coniferous or mixed forest stand occur within 200' of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Analysis for No Effects Determination – If there are any Yes answers to questions in Part 5, additional analysis is required. Attach additional sheets if needed.</p> <p>Regarding USFWS ESA listed species according to the Washington Department of Fish and Wildlife's Priority Habitats and Species GIS dataset, the USFWS GIS datasets, and the DNR NHP GIS dataset there has been no documented presence of bull trout, Canada lynx, gray wolf, grizzly bear, Oregon spotted frog, Olympia pocket gopher, Tenino pocket gopher, Yelm pocket gopher, yellow-billed cuckoo, northern spotted owl, marbled murrelet, streaked horned lark, Nelson's checkermallow, golden paintbrush, water howellia, or Kincaid's lupine within 1 mile of the project area nor are any known buffers or critical habitats of such species present within 1 mile of the project area.</p>		

Analysis for RRMP ESA 4(d) determination for NMFS – A local agency must be certified by the Regional Road Maintenance Forum to utilize 4(d).

Maintenance Category (check all that apply)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> 1. Roadway Surface | <input checked="" type="checkbox"/> 6 Stream Crossings | <input type="checkbox"/> 11. Emergency Slide/Washout Repair |
| <input type="checkbox"/> 2. Enclosed Drainage Systems | <input type="checkbox"/> 7. Gravel Shoulders | <input type="checkbox"/> 12. Concrete |
| <input type="checkbox"/> 3. Cleaning Enclosed Drainage Systems | <input type="checkbox"/> 8. Street Surface Cleaning | <input type="checkbox"/> 13. Sewer Systems |
| <input type="checkbox"/> 4. Open Drainage Systems | <input checked="" type="checkbox"/> 9. Bridge Maintenance | <input type="checkbox"/> 14. Water Systems |
| <input checked="" type="checkbox"/> 5. Watercourses and Streams | <input type="checkbox"/> 10. Snow and Ice Control | <input type="checkbox"/> 15. Vegetation |

Describe how the project fits in the RRMP 4(d) Program:

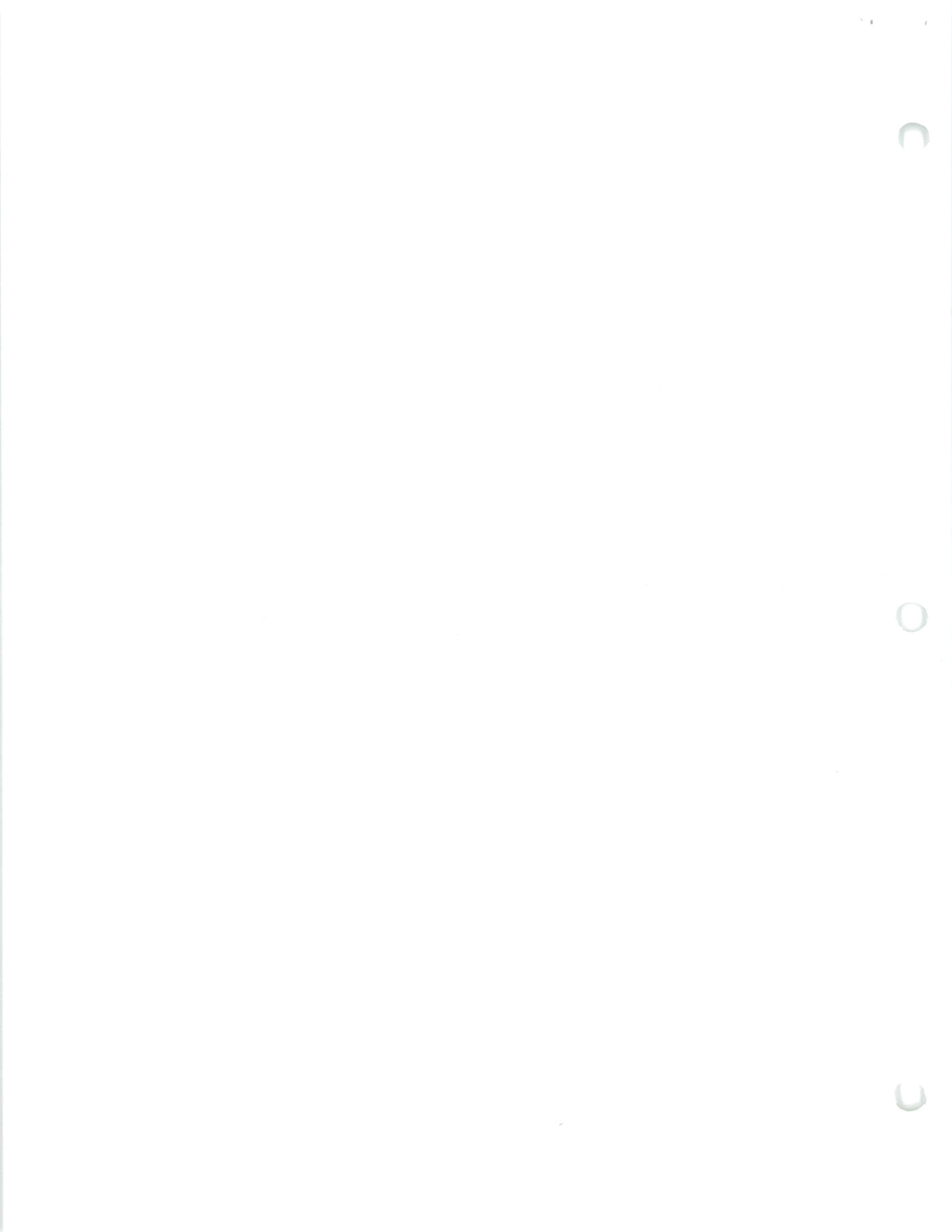
According to the Washington Department of Fish and Wildlife’s Priority Habitats and Species GIS dataset and the SalmonScape interactive mapper Mill Creek is documented as potential habitat for the Lower Columbia River (LCR) evolutionary significant unit (ESU) of fall Chinook salmon, the LCR of coho salmon, and the LCR distinct population segment (DPS) of winter steelhead trout; however, these fish are currently unable to access the area due to a small dam operated by Lewis County PUD. Therefore, it is unlikely there are any NOAA Fisheries ESA listed species within the project area. Review of the NOAA Fisheries GIS dataset showed there is no designated critical habitat for any ESA listed fish within the project area.

Effect Determinations for ESA and EFH

If each of the questions in the preceding section resulted in a “No” response or if any of the questions were checked “Yes,” but adequate justification can be provided to support a “no effect” determination, then check “No Effect” below. If this checklist cannot be used for Section 7 compliance (i.e., adequate justification cannot be provided or a “may effect” determination is anticipated), a separate biological assessment document is required.

- | | NMFS | USFWS | EFH Determination |
|--|-------------------|-------------------|---|
| <input checked="" type="checkbox"/> No Effect | <u>JB 9/15/20</u> | <u>JB 9/15/20</u> | <input checked="" type="checkbox"/> No Adverse Effect |
| <input type="checkbox"/> NLTAA - Date of Concurrence _____ | | | <input type="checkbox"/> Adverse Effect – Date of NMFS
concurrence _____ |
| <input type="checkbox"/> LTAA – Date BO Issued _____ | | | <input type="checkbox"/> Not Applicable |
| <input checked="" type="checkbox"/> RRMP 4(d) _____ | | | |

Part 6 - FHWA Comments



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

LEAD AGENCY: Lewis County – Community Development Department

PROPONENT: Lewis County – Public Works

FILE NUMBERS: SEP20-0019, SHD20-0003, G20-00030 & FD20-00046

DESCRIPTION OF PROPOSAL: Repair the scour beneath Stowell Road Bridge #221 at Mile Post (MP) 0.57. Proposed work includes the removal of existing material beneath the bridge, the insertion of controlled density fill (CDF) below the southwestern bridge footing, placement of A-Jacks within the channel below the bridge as well as along the banks immediately upstream and downstream, the resetting of riprap along the banks immediately upstream and downstream of the bridge, and placement of large woody debris (LWD) along the southwestern bank. Willow stakes will also be installed along the regraded portions of the banks upstream and downstream of the bridge. Streambed mix will be placed above the A-Jacks within the channel bottom.

LOCATION OF PROPOSAL: The project is located at Mile Post 0.57 of Stowell Road within the right-of-way, Mossyrock, Lewis County, WA – Section 12, Township 12 N, Range 01 E, WM adjacent to parcels 027828001003, 027832002004 & 009797032001

THRESHOLD DETERMINATION:

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

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

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

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

Karen Witherspoon
_____ for Responsible Official

Date of Issue: **November 24, 2020**

*This SEPA determination may be appealed in writing to the Lewis County Hearings Examiner until 4 pm on **December 15, 2020** at the Lewis County Community Development Permit Center. Appellants should be prepared to make **specific factual objections**. The appeal procedure is established in Lewis County Code (LCC) Section 17.110.130 and LCC Section 2.25.130. The administrative appeal fee is established by Resolution No. 19-351 of the Board of County Commissioners.*



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

Regulatory Branch

January 12, 2021

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

Reference: NWS-2020-840
Lewis County Public
Works (Stowell Road MP
0.570 Bridge Scour Repair)

Dear Ms. Weckback:

We have reviewed your application to discharge fill in no more than 3,000 square feet of Mill Creek to repair scour beneath the existing Stowell Road Bridge #221, near Salkum, Lewis County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 13, *Bank Stabilization* (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings, dated September 24, 2020.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 13, Terms and Conditions* and the following special conditions:

a. You must implement and abide by the planting plan as shown on Sheet 6 of the revised project drawings, dated September 24, 2020. The plants shall be installed immediately following the work authorized by this permit. A report, as-built drawing and photographs demonstrating the trees/plants have been installed or a report on the status of project construction must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 12 months from the date of permit issuance. You can meet this reporting requirement by completing and submitting the enclosed *Report for Mitigation Work Completion* form.

b. You must maintain and monitor the survival of installed plantings for five years after the U.S. Army Corps of Engineers accepts the as-built report. Installed plants shall achieve 100% survival during monitoring Years 1 and 2. Installed trees/plants shall achieve at least 80% survival during monitoring Years 3, 4 and 5. Percent survival is based on the total number of plants installed in accordance with the approved planting plan as shown on Sheet 6 of the project

drawings, dated September 24, 2020. Individual plants that die must be replaced with native riparian species in order to meet the survival performance standards.

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

d. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing through consultation by the National Marine Fisheries Service in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the NMFS and receive written concurrence on the changes. Copies of the concurrence must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

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

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

Please note that National General Condition 12, *Soil Erosion and Sediment Controls*, found in the *Nationwide Permit Terms and Conditions* enclosure, details controls that must be maintained in effective operation during construction. You must ensure that you comply with this condition during the construction of your project.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

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

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

Our verification of this NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties.

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

Sincerely,

A handwritten signature in black ink that reads "Evan G. Carnes". The signature is fluid and cursive, with the first name "Evan" and last name "Carnes" clearly legible.

Evan G. Carnes, Senior Project Manager
Regulatory Branch













Enclosures

cc:









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

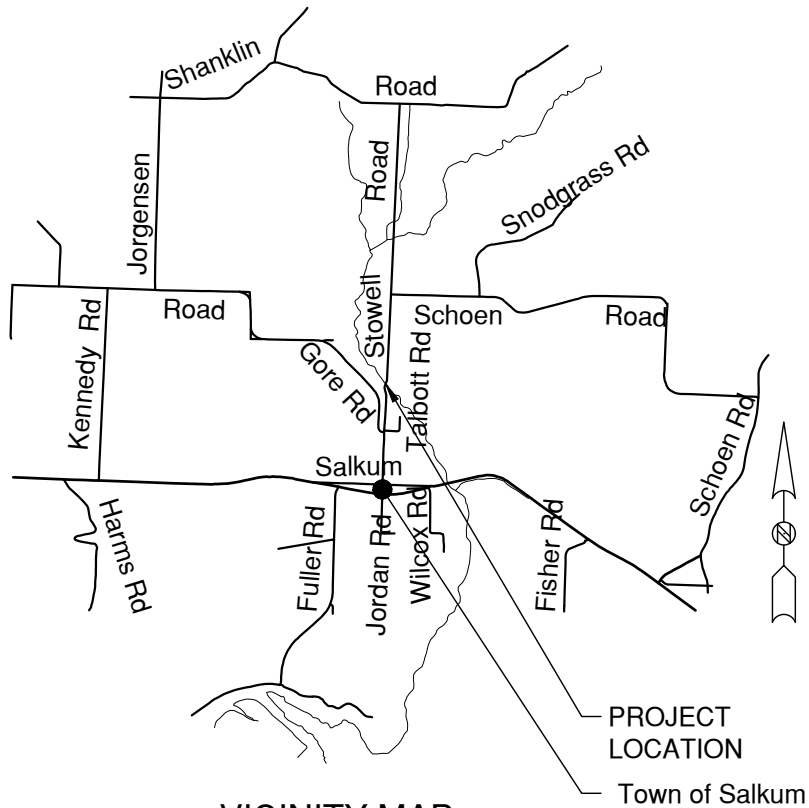
LEGEND

EXISTING FEATURES

-  CONIFER TREE
-  DECIDUOUS TREE
-  EDGE OF ROAD
-  DITCH
-  EDGE OF STREAM
-  FENCE
-  BST ROADWAY
-  MAILBOX
-  FENCEPOST
-  POWER POLE
-  OHWM
-  R/W R/W RIGHT OF WAY

NEW CONSTRUCTION

-  CENTERLINE
-  SILT FENCE
-  CUT LIMIT
-  FILL LIMIT
-  PROJECT LIMITS (AREA OF POTENTIAL EFFECT)
-  DRAINPIPE
-  CONCRETE SLOPE PROTECTION
-  TEMPORARY CONSTRUCTION EASEMENT



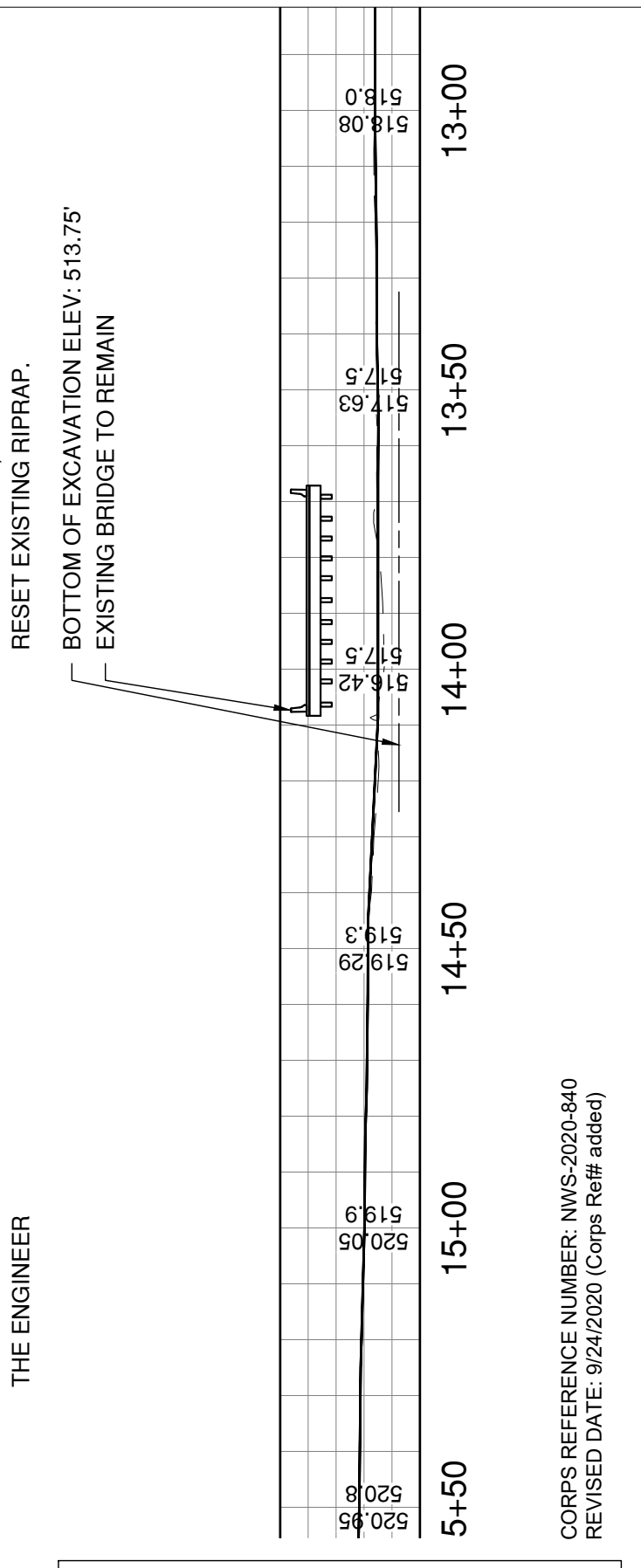
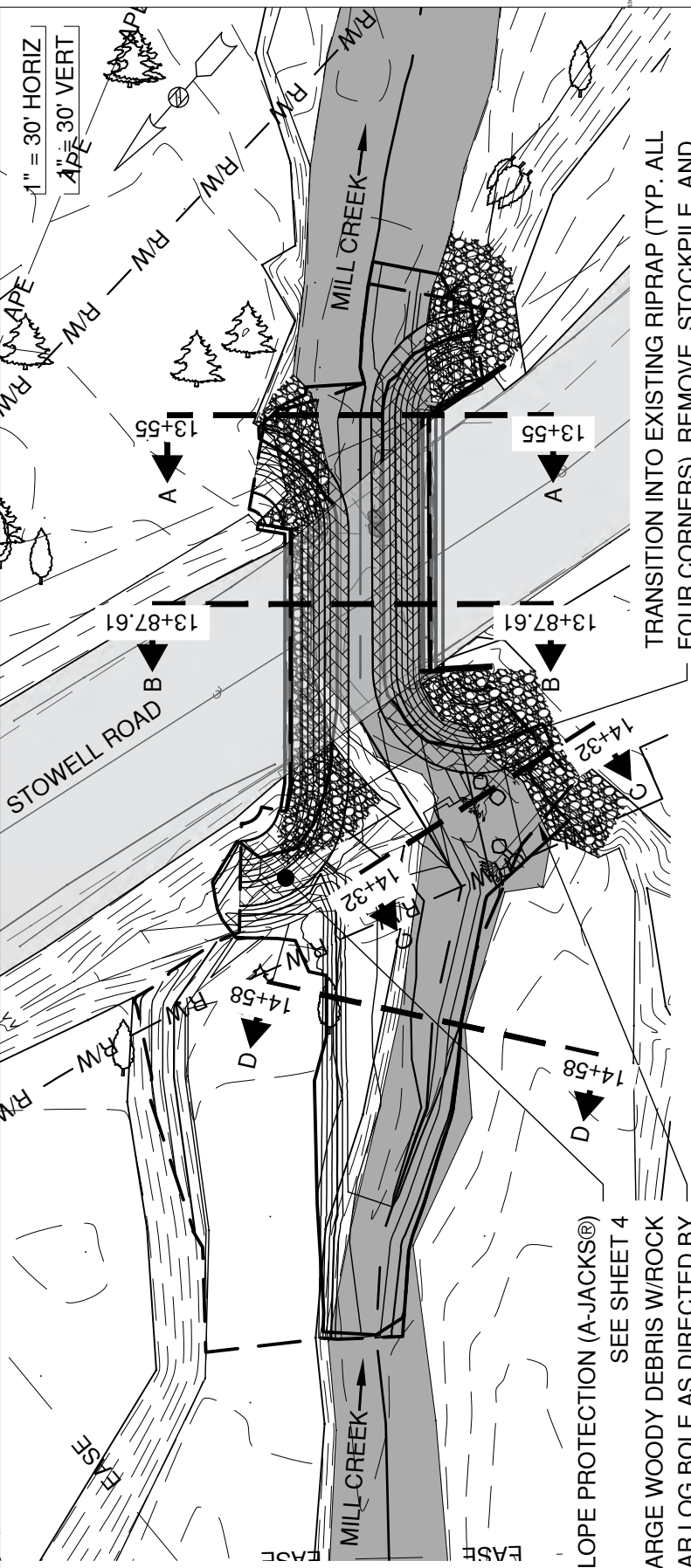
REFERENCE NUMBER: BHOS-2021 (055) PROJECT LOCATION (ADDRESS): STOWELL ROAD MP 0.57 SALKUM, WA 98582

PROPOSED PROJECT: STOWELL MP 0.57 BRIDGE SCOUR

APPLICANT: LEWIS COUNTY LAT/LONG: 46° 32' 23.5"/-122° 37' 34.0" IN: (waterbody) MILL CREEK
 VERTICAL HORIZONTAL NEAR/AT: (city) SALKUM
 ADJACENT PROPERTY OWNERS: DATUM: NAVD88 DATUM: NAD83 COUNTY: LEWIS
 1. PARCEL#027832-002-004 MCDANIEL, PHILLIP
 2. PARCEL#027828-001-003 SIPP, SARAH

CORPS REFERENCE NUMBER: NWS-2020-840
 REVISED DATE: 9/24/2020 (Corps Ref# added)

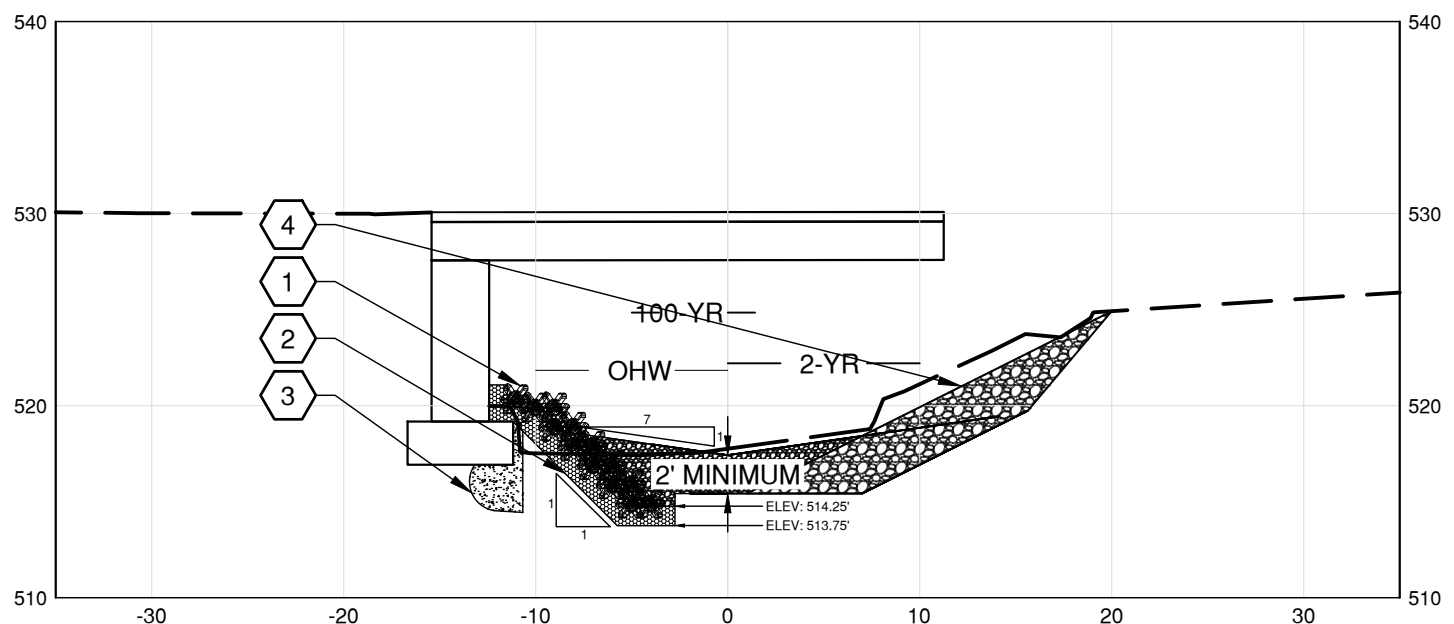




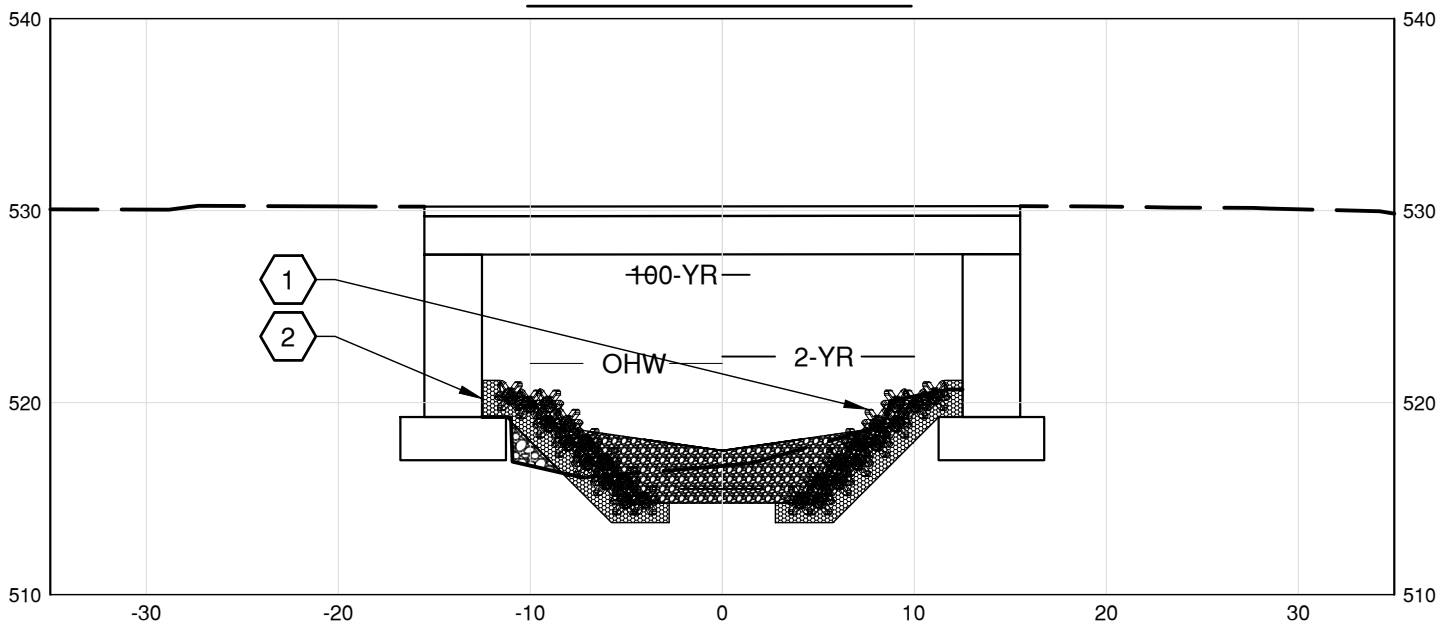
REFERENCE NUMBER: BHOS-2021 (055)
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: STOWELL MP 0.57
 BRIDGE SCOUR
 LOCATION: MP 0.57 STOWELL ROAD
 SHEET 2 OF 7 DATE: 08/11/2020

CORPS REFERENCE NUMBER: NWS-2020-840
 REVISED DATE: 9/24/2020 (Corps Ref# added)

1" = 10' HORIZ
1" = 10' VERT



SECTION A-A - STA: 13+55



SECTION B-B - STA: 13+87.61

CONSTRUCTION NOTES:

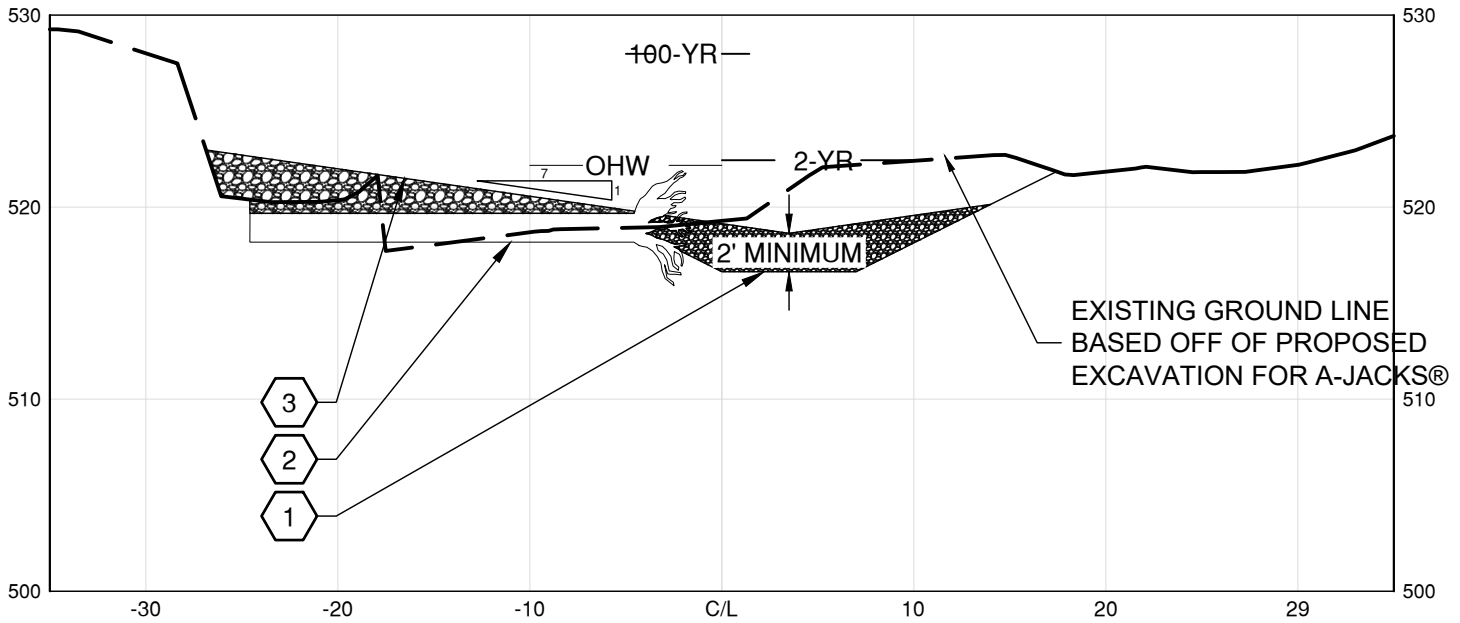
- ① CONCRETE SLOPE PROTECTION - 24" A-JACKS®.
- ② 0.4' MIN. 6" MINUS BEDDING FOR A-JACKS®. FILL TO EXISTING GROUND TO MAINTAIN BED FOR A-JACKS®.
- ③ CDF AS NEEDED UNDER BRIDGE FOOTING.
- ④ RESET EXISTING RIPRAP.

CORPS REFERENCE NUMBER: NWS-2020-840
REVISED DATE: 9/24/2020 (Corps Ref# added)

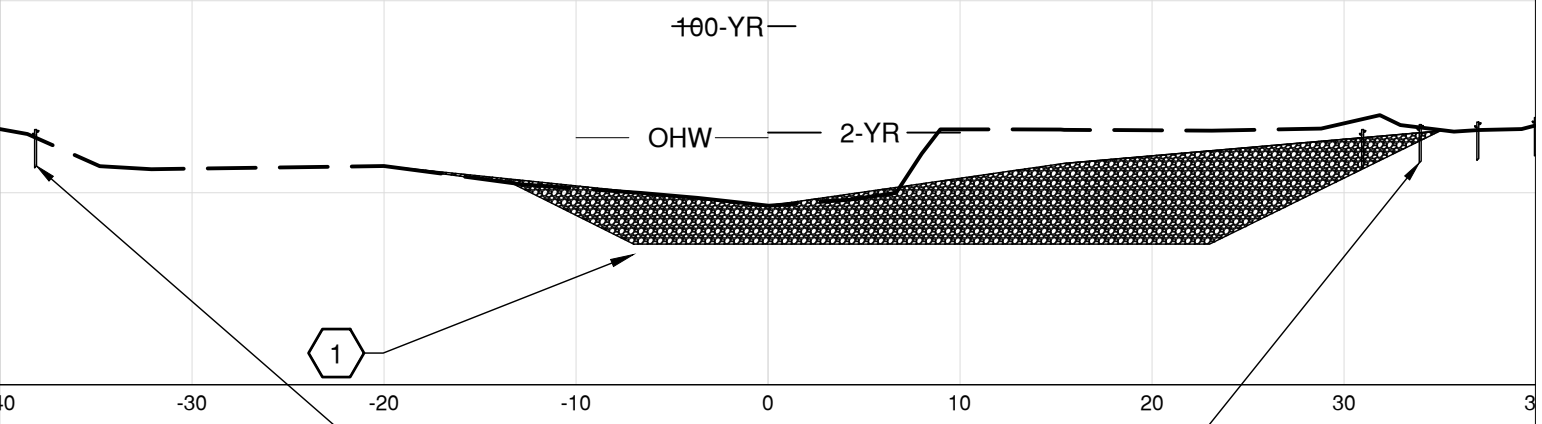
REFERENCE NUMBER: BHOS-2021 (055)
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: STOWELL MP 0.57 BRIDGE SCOUR
LOCATION: MP 0.57 STOWELL ROAD
SHEET 3 OF 7 DATE: 08/11/2020



1" = 10' HORIZ
1" = 10' VERT



SECTION C-C - STA: 14+32



SECTION D-D - STA: 14+58

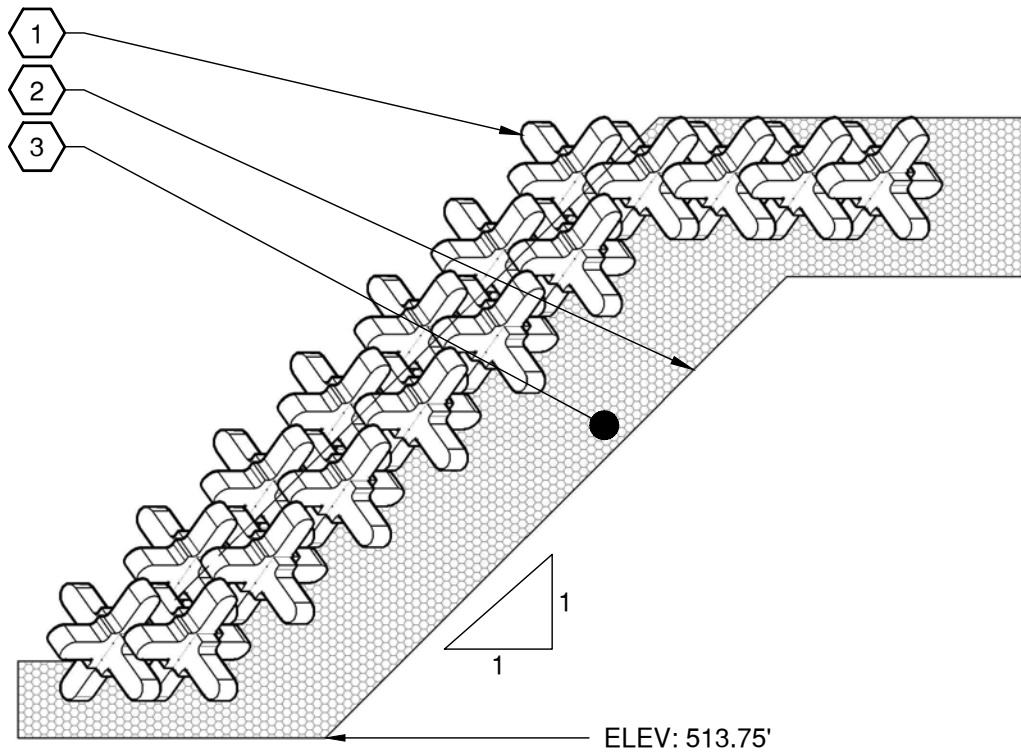
CONSTRUCTION NOTES:

- 1 STREAMBED MIX
- 2 Ø18" LARGE WOODY DEBRIS WITH ROCK BALLAST ATTACHED BY CHAIN
- 3 RESET EXISTING RIPRAP

CORPS REFERENCE NUMBER: NWS-2020-840
REVISED DATE: 9/24/2020 (Corps Ref# added)

REFERENCE NUMBER: BHOS-2021 (055)
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: STOWELL MP 0.57
BRIDGE SCOUR
LOCATION: MP 0.57 STOWELL ROAD
SHEET 4 OF 7 DATE: 08/11/2020





CONCRETE SLOPE PROTECTION DETAIL

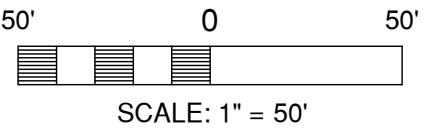
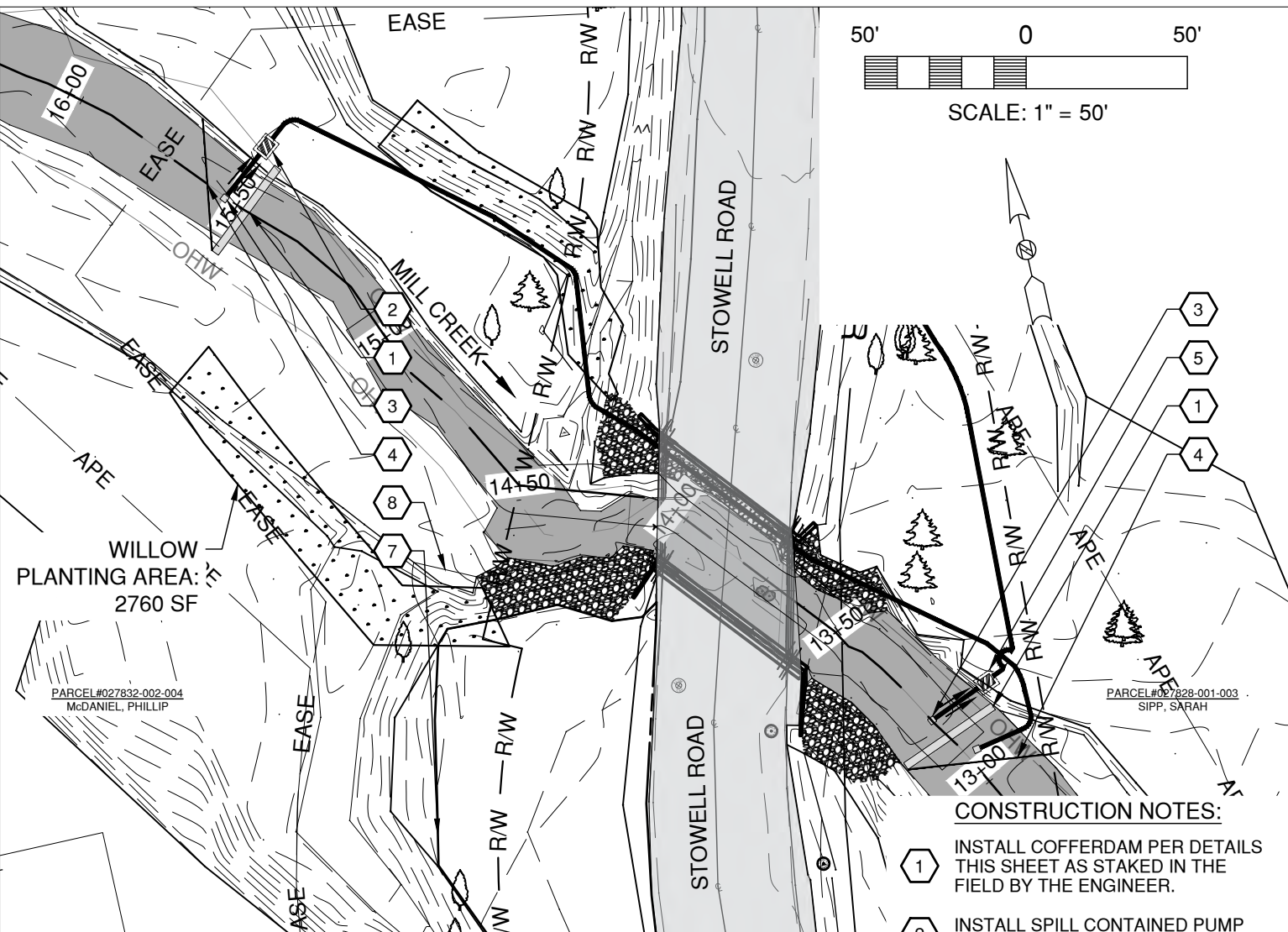
NOT TO SCALE

CONSTRUCTION NOTES:

- 1 CONCRETE SLOPE PROTECTION - 24" A-JACKS®.
- 2 CONSTRUCTION GEOTEXTILE FOR DITCH LINING (MODERATE SURVIVABILITY) AT SOIL CONTACT POINTS.
- 3 6" MINUS BEDDING AND FILL FOR ALL VOIDS BETWEEN 24" A-JACKS.

SEE SHEET 3 FOR A-JACKS® PLACEMENT UNDER BRIDGE.

CORPS REFERENCE NUMBER: NWS-2020-840
 REVISED DATE: 9/24/2020 (Corps Ref# added)



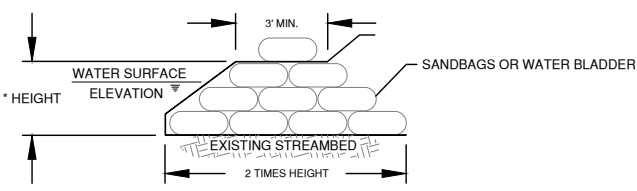
WILLOW PLANTING AREA: 2760 SF

PARCEL#027832-002-004
MCDANIEL, PHILLIP

PARCEL#027828-001-003
SIPP, SARAH

CONSTRUCTION NOTES:

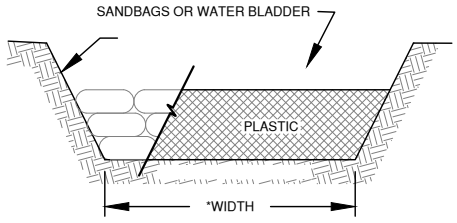
- 1 INSTALL COFFERDAM PER DETAILS THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
- 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BYPASS.
- 3 PUMP SCREEN OVER ALL INTAKE HOSES PER WDFW REQUIREMENTS.
- 4 FISH DIVERSION SCREEN (≈60 DEGREES TO STREAM FLOW) UPSTREAM OF BYPASS INTAKE AND DOWNSTREAM OF BYPASS OUTLET PER HPA PROVISIONS.
- 5 INSTALL SPILL CONTAINED PUMP SYSTEM FOR DEWATERING. PUMP WORK WATER N ALONG DITCH 300', DITCH TO HAVE WATTLES PLACED EVERY 25'.
- 6 HIGH VISIBILITY FENCE ALONG APE IN CONSTRUCTION AREA (NOT DEPICTED).
- 7 STAGING AREA ON EXISTING TURNOUT.
- 8 TEMPORARY ACCESS ROAD ON NORTH SIDE OF STAGING AREA TO BE REMOVED UPON COMPLETION OF PROJECT.



* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

- NOTES:
- 1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 - 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 - 3. PROVIDE 1.0' FREEBOARD.

COFFER DAM - SECTION VIEW



* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

- NOTES:
- 1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 - 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 - 3. PROVIDE 1.0' FREEBOARD.

NOTE:
ALL WORK SHALL TAKE PLACE INSIDE CONSTRUCTION EASEMENT. APE, WHEN NOT SHOWN THIS SHEET, IS OUTSIDE OF EASEMENT.



CORPS REFERENCE NUMBER: NWS-2020-840
REVISED DATE: 9/24/2020 (Corps Ref# added)

REFERENCE NUMBER: BHOS-2021 (055)
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: STOWELL MP 0.57 BRIDGE SCOUR
LOCATION: MP 0.57 STOWELL ROAD
SHEET 6 OF 7 DATE: 08/11/2020

SUMMARY OF QUANTITIES

Bridge Scour Repair (Sta 13+15 to 15+50) Quantities Below OHWM

Temporary	Fill - Cofferdams	88 SQ FT	8 CY
Temporary	Excavation - A-Jacks, LWD, and Stream Regrade	2816 SQ FT	193 CY
Permanent	Fill - Crushed Surfacing for A-Jacks Bedding	1075 SQ FT	57 CY
Permanent	Fill - Riprap	158 SQ FT	27 CY
Permanent	Fill - Streambed Mix	2250 SQ FT	160 CY

Total Quantities Below OHWM

Fill	252 CY
Excavation	193 CY

Bridge Scour Repair (Sta 13+15 to 15+50) Quantities Above OHWM

Temporary	Excavation - A-Jacks, LWD, and Stream Regrade	4516 SQ FT	471 CY
Permanent	Fill - Crushed Surfacing for A-Jacks Bedding	716 SQ FT	38 CY
Permanent	Fill - Riprap	238 SQ FT	40 CY
Permanent	Fill - Streambed Mix	1865 SQ FT	169 CY

Total Quantities Above OHWM

Fill	247 CY
Excavation	471 CY

Project Totals

Total Fill	499 CY
Total Excavation	664 CY

CORPS REFERENCE NUMBER: NWS-2020-840
 REVISED DATE: 9/24/2020 (Corps Ref# added)

REFERENCE NUMBER: BHOS-2021 (055)
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: STOWELL MP 0.57
 BRIDGE SCOUR
 LOCATION: MP 0.57 STOWELL ROAD
 SHEET 7 OF 7 DATE: 08/11/2020





US Army Corps
of Engineers ®
Seattle District

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 NWP
 - C. Corps Seattle District Regional General Conditions
 - D. Corps Regional Specific Conditions for this NWP
 - E. Washington Department of Ecology (Ecology) Section 401 Water Quality Certification (401 Certification): General Conditions
 - F. Ecology 401 Certification: Specific Conditions for this NWP
 - G. Coastal Zone Management Consistency Response for this NWP
-

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

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

Bank Stabilization. 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 NWP's

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 NWP's, or who is currently relying on an existing or prior permit authorization under one or more NWP's, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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

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

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

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

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

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

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.
13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or

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

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

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the

agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

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

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified

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

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

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

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements)

may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

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

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

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

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

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

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

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

(Transferee)

(Date)

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

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

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

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

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

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

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than

minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

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

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

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

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

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

below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

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

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

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

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

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

2. Aquatic Resources Requiring Special Protection: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

- NWP 3 – Maintenance
- NWP 20 – Response Operations for Oil and Hazardous Substances
- NWP 32 – Completed Enforcement Actions
- NWP 38 – Cleanup of Hazardous and Toxic Waste

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

3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.

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

- NWP 12 – Utility Line Activities (substations)
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 23 – Approved Categorical Exclusions
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater and Wastewater Management Facilities

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

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

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

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

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

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

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

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

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

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

11. Notification of Permit Requirements: The permittee must provide a copy of the nationwide permit authorization letter, conditions, and permit drawings to all contractors and any other parties performing the authorized work prior to the commencement of any work in waters of the U.S. The permittee must

ensure all appropriate contractors and any other parties performing the authorized work at the project site have read and understand relevant NWP conditions as well as plans, approvals, and documents referenced in the NWP letter. A copy of these documents must be maintained onsite throughout the duration of construction.

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

13. Temporary Impacts and Site Restoration

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

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

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS 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 NWP's if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further 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 only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

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

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program “Certification of Consistency” form is required for projects located within a coastal county. “Certification of Consistency” forms are available on Ecology’s website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.
2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)

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



US Army Corps
of Engineers®
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-2020-840

Name of Permittee: Lewis County Public Works

Date of Issuance: January 12, 2021

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

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

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

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
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<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
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Printed Name: _____

Signature: _____

Date: _____

Report for Mitigation Work Completion

Immediately upon completion of the plantings, submit this form to:
U.S. Army Corps of Engineers, Regulatory Branch, P.O. Box 3755, Seattle, WA 98124-3755

Corps' Reference Number: NWS-2020-840_____

Date the Corps Issued Your Permit: January 12, 2020_____

Date this Report is Due: _____

Your Name: _____

Your Address: _____

Your City/State/Zip Code: _____

Your Phone Number and Email: _____

- You must attach to this form: 1) As-built drawing of planting area(s), and
2) Photographs of the planting area(s)

Date mitigation was completed: _____

Describe any changes from the approved mitigation plan:

Name of Species You Planted	Number Planted
Total Planted:	

If there are multiple sites, fill out a separate table for each planting area.

APPENDIX F

CONTRACT PLANS WITH TRAFFIC CONTROL PLAN

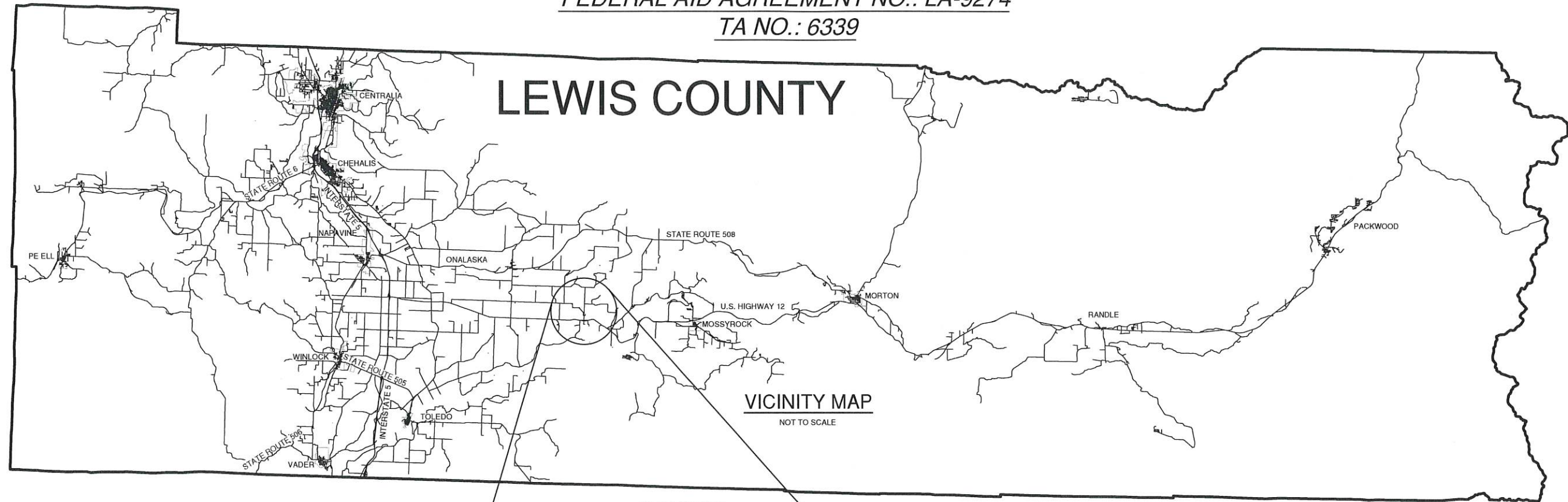
STOWELL MP 0.57 BRIDGE SCOUR REPAIR PROJECT

COUNTY ROAD PROJECT NO. 2159-K

FEDERAL AID PROJECT NO.: BHOS-2021(055)

FEDERAL AID AGREEMENT NO.: LA-9274

TA NO.: 6339



VICINITY MAP
NOT TO SCALE

LEWIS COUNTY
DEPARTMENT OF PUBLIC WORKS
APPROVED FOR CONSTRUCTION:

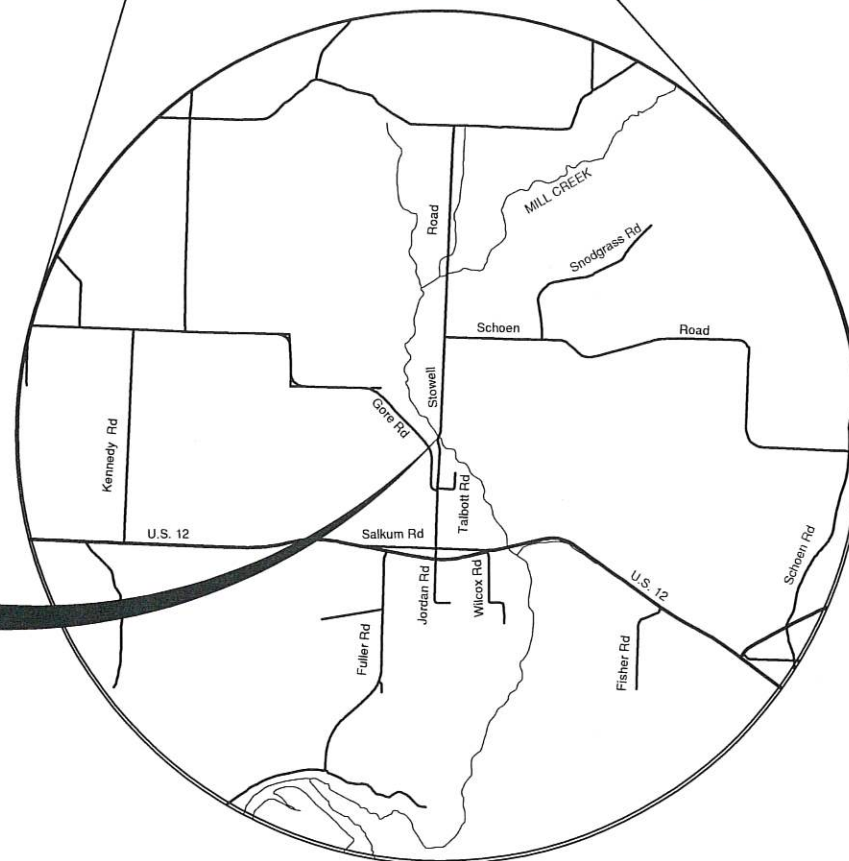

County Engineer

1-12-21
Date

COMMISSIONERS:

SEAN D. SWOPE, DISTRICT 1
LINDSEY R. POLLOCK, DVM, DISTRICT 2
GARY STAMPER, DISTRICT 3

PROJECT LOCATION
STOWELL ROAD M.P. 0.57



SHEET INDEX

NO.	DESCRIPTION
1	VICINITY MAP AND SHEET INDEX
2	SUMMARY OF QUANTITIES
3	LEGEND
4	T.E.S.C. AND STREAM BYPASS PLAN
5	EXCAVATION PLAN AND PROFILE
6	STREAM PLAN AND PROFILE
7	STREAM CROSS SECTION A-A
8	STREAM CROSS SECTION B-B
9	STREAM CROSS SECTION C-C
10	STREAM CROSS SECTION D-D
11	CONCRETE SLOPE PROTECTION DETAILS
12	TRAFFIC CONTROL PLAN



ENGINEERING-
DESIGN SECTION



SEC. 12 TWP. 12N. RGE. 1E. W.M.
SUMMARY OF QUANTITIES

LAND LINES ARE APPROXIMATE









ITEM NUMBER	STD. ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT
PREPARATION				
1	0001	MOBILIZATION	LUMP SUM	LUMP SUM
2	0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	LUMP SUM
GRADING				
3	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	670	C.Y.
4	S.P.	TEMPORARY ACCESS ROAD	1	EACH
DRAINAGE				
5	S.P.	6-INCH MINUS	176	TON
6	1093	STREAMBED MIX	605	TON
7	3075	TEMPORARY STREAM DIVERSION	LUMP SUM	LUMP SUM
8	S.P.	CONC. SLOPE PROTECTION (24" A-JACKS)	199	S.Y.
9	S.P.	REMOVE, STOCKPILE AND RESET EXISTING RIPRAP AT TRANSITIONS	4	EACH
EROSION CONTROL AND ROADSIDE PLANTING				
10	6403	ESC LEAD	7	DAY
11	6414	SEEDING AND MULCHING	0.50	ACRE
12	S.P.	PLANTING MITIGATION CONSTRUCTION	LUMP SUM	LUMP SUM
13	6490	EROSION/WATER POLLUTION CONTROL	EST.	EST.
14	6630	HIGH VISIBILITY SILT FENCE	100	L.F.
TRAFFIC				
15	6971	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	LUMP SUM
OTHER ITEMS				
16	7015	CONTROLLED DENSITY FILL	10	C.Y.
17	S.P.	LARGE WOODY DEBRIS	2	EACH
18	7490	TRIMMING AND CLEANUP	LUMP SUM	LUMP SUM
19	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	DOLLAR
20	7728	MINOR CHANGE	CALC.	DOLLAR
21	7736	SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN	LUMP SUM	LUMP SUM

NO.	DATE	REVISION	BY	APP.





LEGEND


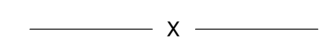





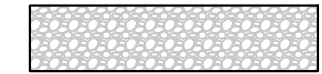
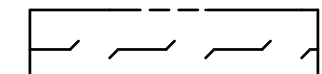
EXISTING FEATURES

-  CONIFER TREE
-  DECIDUOUS TREE
-  EDGE OF ROAD
-  SHOULDER
-  DITCH
-  STREAM AS SURVEYED
-  HMA/BST
-  RIPRAP

SURVEY SYMBOLS

-  SECTION LINE
-  R/W RIGHT OF WAY

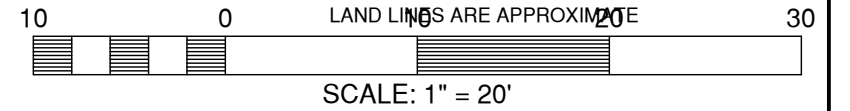
NEW CONSTRUCTION

-  CENTERLINE
-  SILT FENCE
-  CUT LIMIT
-  FILL LIMIT
-  APE AREA OF POTENTIAL EFFECT
-  CONCRETE SLOPE PROTECTION
-  EASE TEMPORARY CONSTRUCTION EASEMENT
-  STREAMBED MIX
-  STAGING AREA

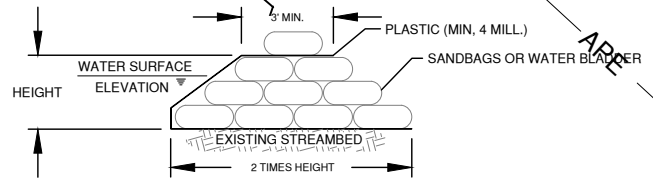
NO.	DATE	REVISION	BY	APP.



SEC. 12 TWP. 12N. RGE. 1E. W.M.

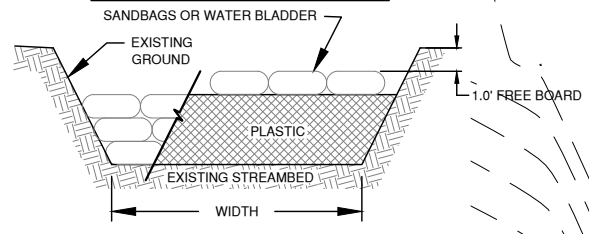


- CONSTRUCTION NOTES:**
- 1 INSTALL COFFERDAM PER DETAILS THIS SHEET AS STAKED IN THE FIELD BY THE ENGINEER.
 - 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BYPASS.
 - 3 PUMP SCREEN OVER ALL INTAKE HOSES PER WDFW REQUIREMENTS.
 - 4 FISH DIVERSION SCREEN (≈60 DEGREES TO STREAM FLOW) UPSTREAM OF BYPASS INTAKE AND DOWNSTREAM OF BYPASS OUTLET PER HPA PROVISIONS.
 - 5 INSTALL SPILL CONTAINED PUMP SYSTEM FOR DEWATERING. PUMP WORK WATER N ALONG DITCH 300', DITCH TO HAVE WATTLES PLACED EVERY 25'.
 - 6 HIGH VISIBILITY FENCE ALONG EASEMENT IN CONSTRUCTION AREA, AS DIRECTED BY THE ENGINEER (NOT DEPICTED).
 - 7 STAGING AREA ON EXISTING TURNOUT
 - 8 TEMPORARY ACCESS ROAD ON NORTH SIDE OF STAGING AREA TO BE REMOVED UPON COMPLETION OF PROJECT.



NOTES:
 1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE 1.0' FREEBOARD.

COFFER DAM - SECTION VIEW



NOTES:
 1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE 1.0' FREEBOARD.

COFFER DAM - PROFILE VIEW

Lewis County
 Department of Public Works
 2025 NE KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
 FAX # (360) 740-2719

DESIGNED BY : RTL
 DRAWN BY : WSR
 CHECKED BY :
 DATE : 01/12/2021

NO.	DATE	REVISION	BY	APP.

STOWELL MP 0.57 BRIDGE SCOUR REPAIR PROJECT

COUNTY ROAD PROJECT NO: 2159K
 FEDERAL AID PROJECT NO: BHOS-2021(055)
 T.E.S.C. AND STREAM BYPASS PLAN

SHEET
 4 OF 12

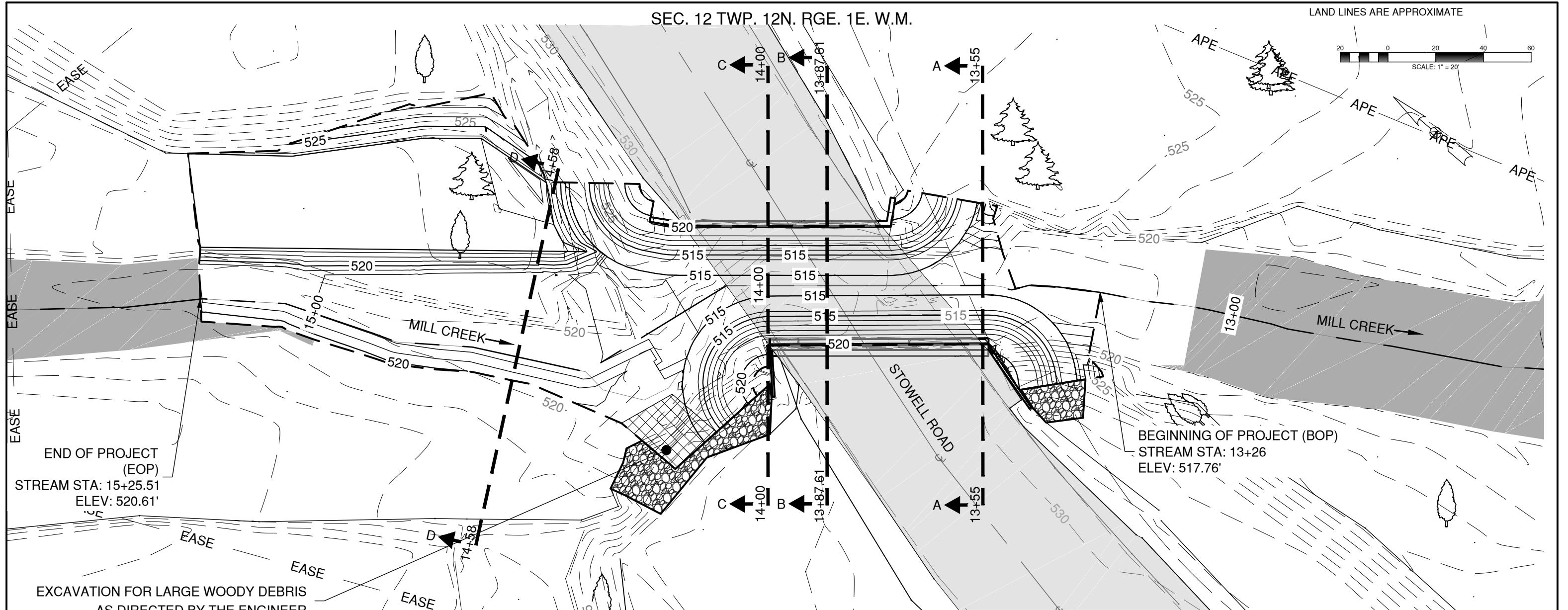
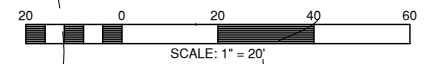


Rodney Troy Lakey, P.E.
 Senior Engineer
 Design/ENV.
 Date: Jan 12, 2021



SEC. 12 TWP. 12N. RGE. 1E. W.M.

LAND LINES ARE APPROXIMATE



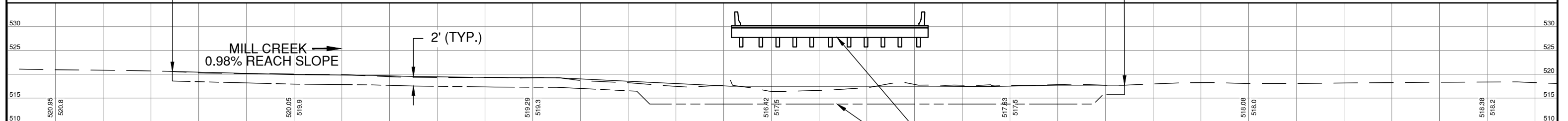
END OF PROJECT (EOP)
STREAM STA: 15+25.51
ELEV: 520.61'

EXCAVATION FOR LARGE WOODY DEBRIS
AS DIRECTED BY THE ENGINEER

END OF PROJECT (EOP)
STREAM STA: 15+25.51
ELEV: 520.61'

BEGINNING OF PROJECT (BOP)
STREAM STA: 13+26
ELEV: 517.76'

BEGINNING OF PROJECT (BOP)
STREAM STA: 13+26
ELEV: 517.76'



15+50 15+00 14+50 14+00 13+50 13+00 12+50

EXISTING BRIDGE TO REMAIN

BOTTOM OF STRUCTURE EXCAVATION CLASS B ELEV: 513.75'

Lewis County
Department of Public Works

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

DESIGNED BY :	NO.	DATE	REVISION	BY	APP.
RTL					
WSR					
CHECKED BY :					
DATE : 01/12/2021					

STOWELL MP 0.57 BRIDGE SCOUR REPAIR PROJECT

COUNTY ROAD PROJECT NO: 2159K
FEDERAL AID PROJECT NO: BHOS-2021(055)

EXCAVATION PLAN AND PROFILE

SHEET
5
OF
12



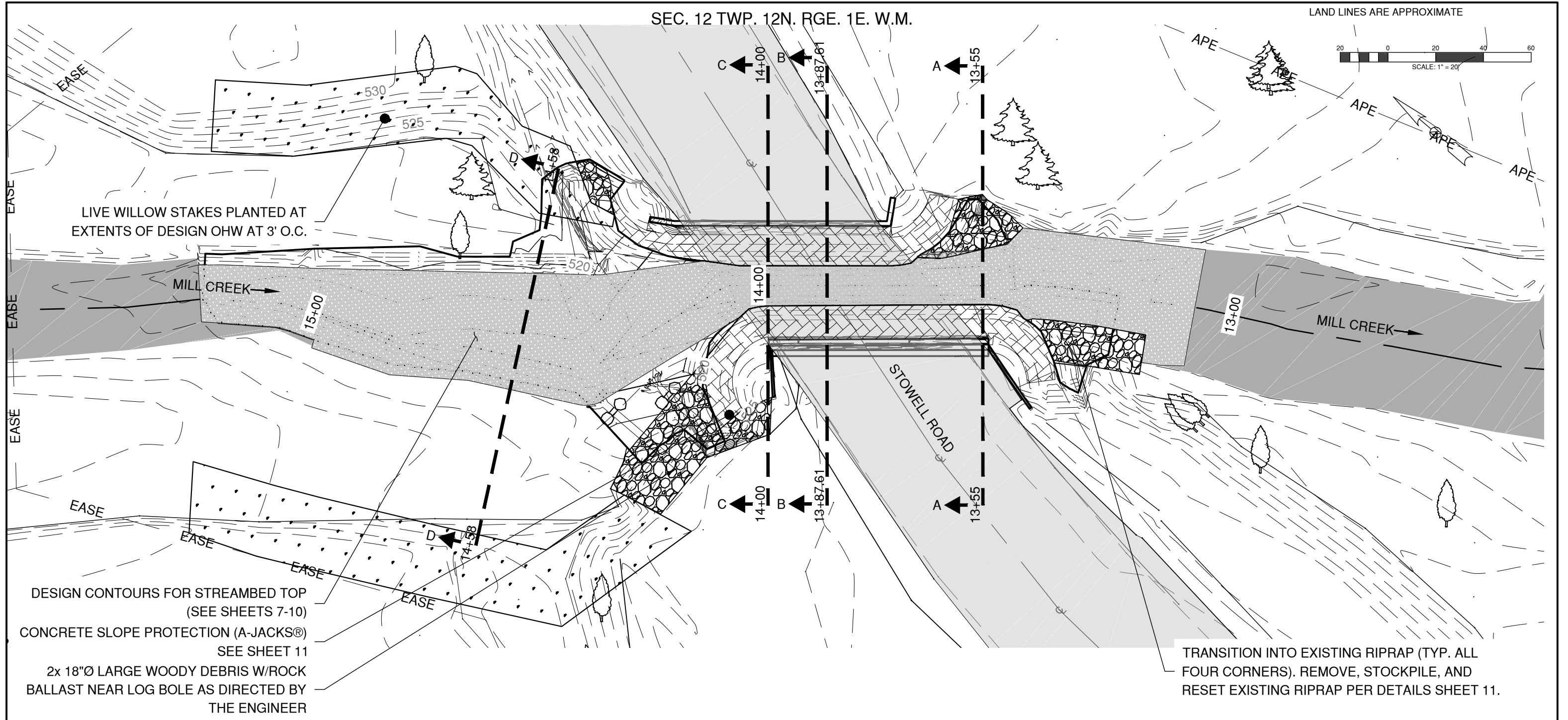
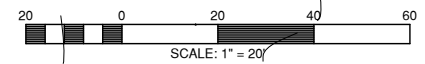
Rodney Troy Lakey, P.E.
Senior Engineer
Design/ENV.

Date: Jan 12, 2021



SEC. 12 TWP. 12N. RGE. 1E. W.M.

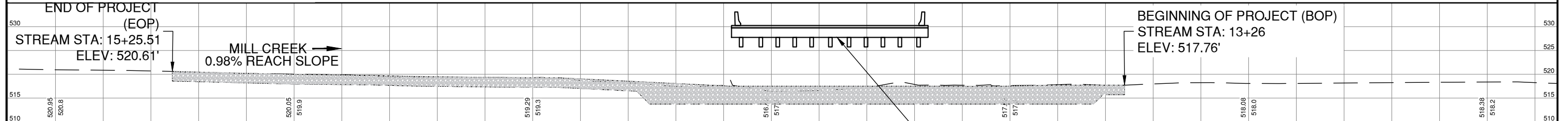
LAND LINES ARE APPROXIMATE



LIVE WILLOW STAKES PLANTED AT EXTENTS OF DESIGN OHW AT 3' O.C.

DESIGN CONTOURS FOR STREAMBED TOP (SEE SHEETS 7-10)
 CONCRETE SLOPE PROTECTION (A-JACKS®) SEE SHEET 11
 2x 18"Ø LARGE WOODY DEBRIS W/ROCK BALLAST NEAR LOG BOLE AS DIRECTED BY THE ENGINEER

TRANSITION INTO EXISTING RIPRAP (TYP. ALL FOUR CORNERS). REMOVE, STOCKPILE, AND RESET EXISTING RIPRAP PER DETAILS SHEET 11.



15+50 15+00 14+50 14+00 13+50 13+00 12+50

EXISTING BRIDGE TO REMAIN

Lewis County
 Department of Public Works

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 PHONE # (360) 740-1123
 FAX # (360) 740-2719

DESIGNED BY :	NO.	DATE	REVISION	BY	APP.
RTL					
DRAWN BY :					
WSR					
CHECKED BY :					
DATE :					
01/12/2021					

STOWELL MP 0.57 BRIDGE SCOUR REPAIR PROJECT

COUNTY ROAD PROJECT NO: 2159K
 FEDERAL AID PROJECT NO: BHOS-2021(055)

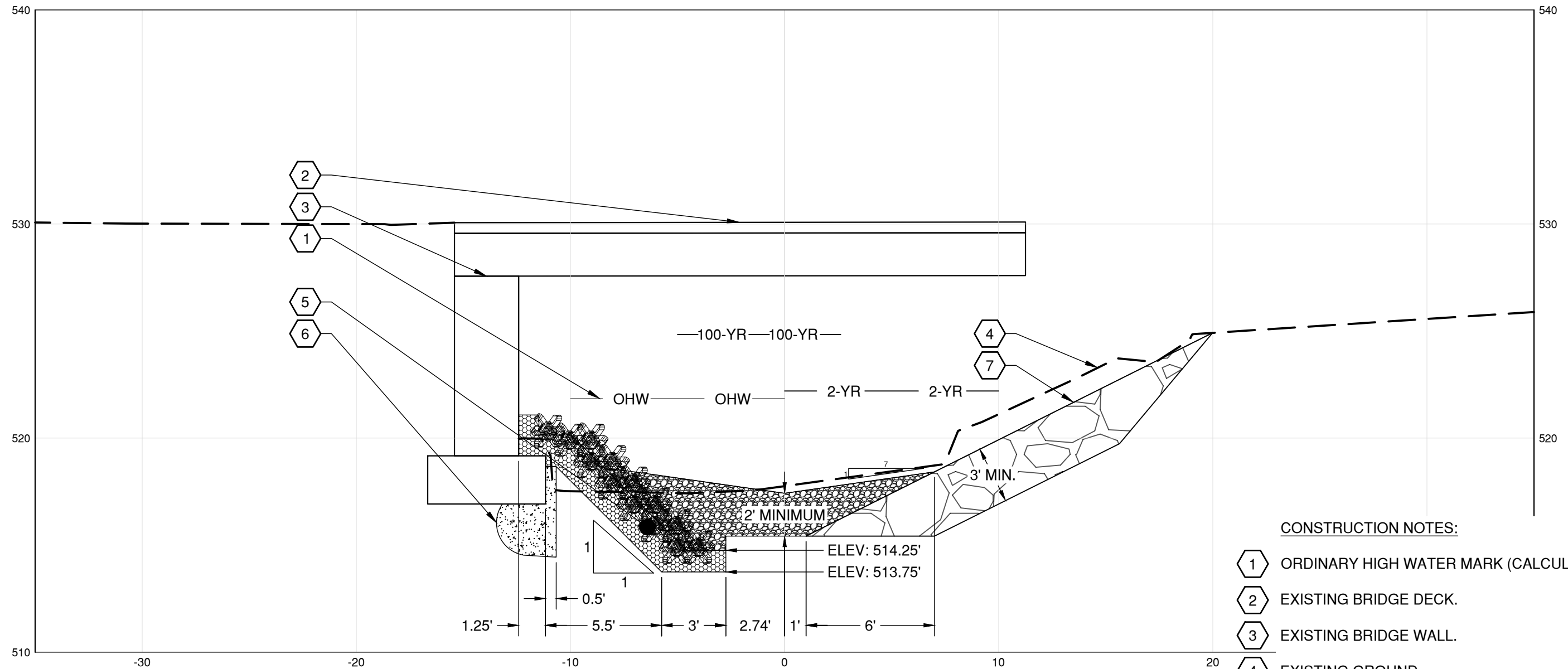
STREAM PLAN AND PROFILE

SHEET
6
 OF
12



Rodney Troy Lakey, P.E.
 Senior Engineer
 Design/ENV.
 Date: Jan 12, 2021





SECTION A-A - STA 13+55

1" = 5'

CONSTRUCTION NOTES:

- 1 ORDINARY HIGH WATER MARK (CALCULATED).
- 2 EXISTING BRIDGE DECK.
- 3 EXISTING BRIDGE WALL.
- 4 EXISTING GROUND.
- 5 0.4' MIN. 6" MINUS BEDDING FOR A-JACKS®. FILL TO EXISTING GROUND TO MAINTAIN BED FOR A-JACKS®.
- 6 CDF AS NEEDED UNDER BRIDGE FOOTING.
- 7 RESET EXISTING RIPRAP AT TRANSITIONS

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 Department of Public Works
 2025 NE KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
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DESIGNED BY : RTL
 DRAWN BY : WSR
 CHECKED BY :
 DATE : 01/12/2021

NO.	DATE	REVISION	BY	APP.

STOWELL MP 0.57 BRIDGE SCOUR REPAIR PROJECT

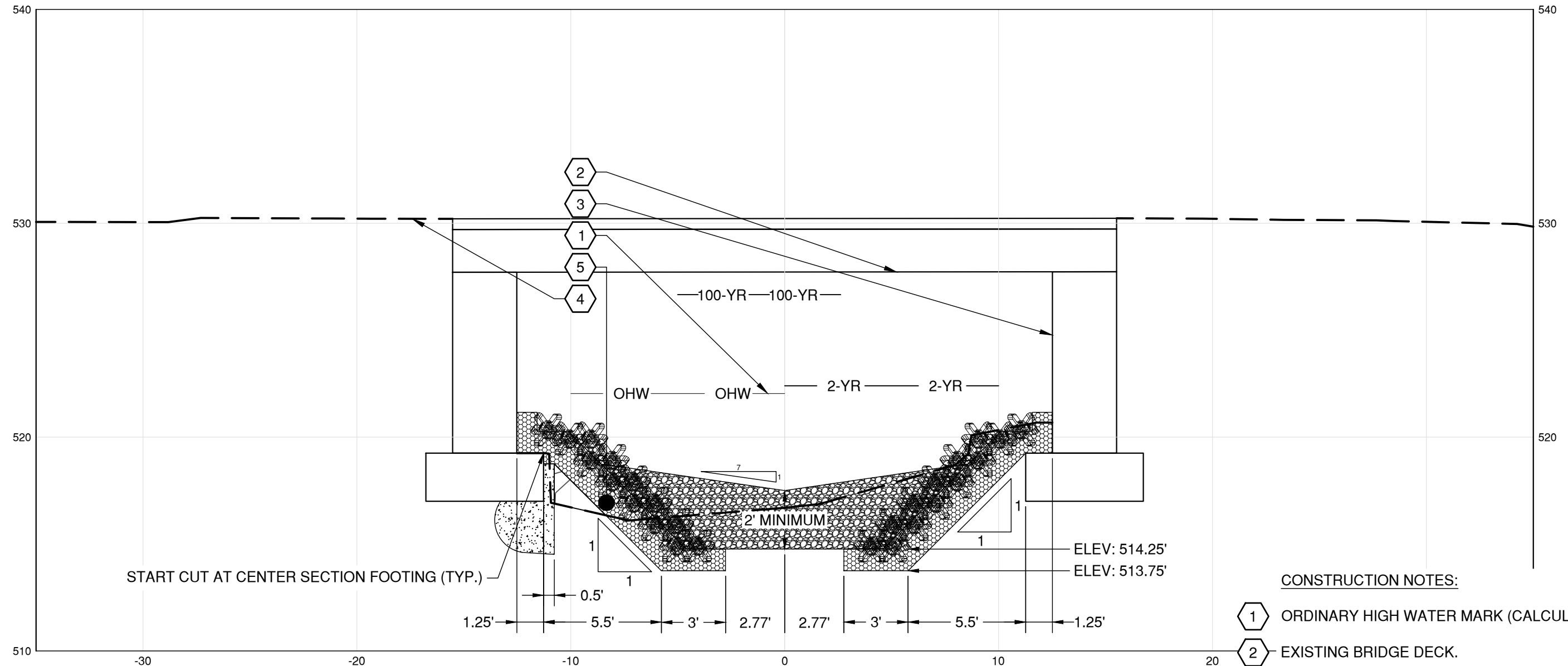
COUNTY ROAD PROJECT NO: 2159K
 FEDERAL AID PROJECT NO: BHOS-2021(055)
 STREAM CROSS SECTION A-A

SHEET
7
 OF
12



Rodney Troy Lakey, P.E.
 Senior Engineer
 Design/ENV.
 Date: Jan 12, 2021





START CUT AT CENTER SECTION FOOTING (TYP.)

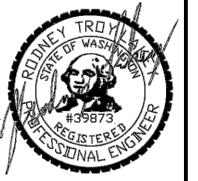
SECTION B-B - STA 13+87.61

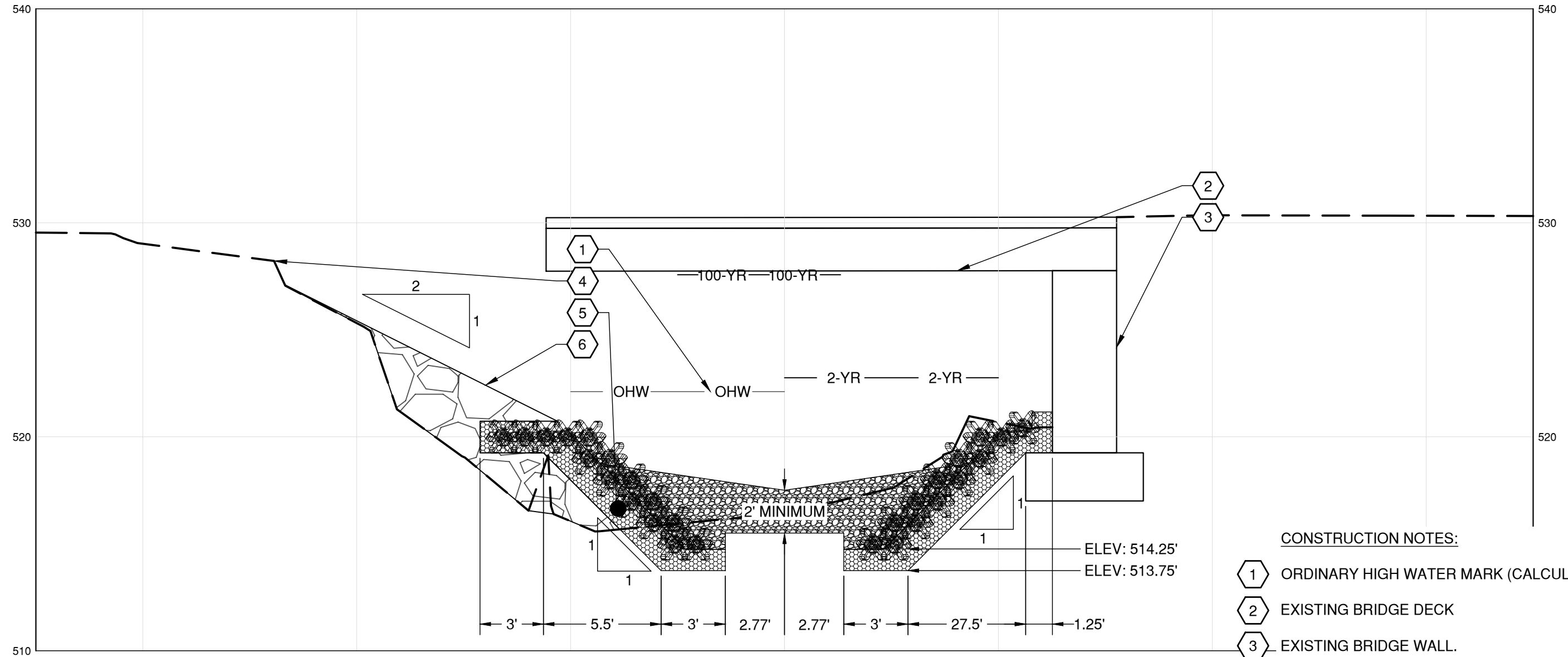
1" = 5'

CONSTRUCTION NOTES:

- 1 ORDINARY HIGH WATER MARK (CALCULATED).
- 2 EXISTING BRIDGE DECK.
- 3 EXISTING BRIDGE WALL.
- 4 EXISTING GROUND.
- 5 0.4' MIN. 6" MINUS BEDDING FOR A-JACKS®.
- 6 CDF AS NEEDED UNDER BRIDGE FOOTING.

NO.	DATE	REVISION	BY	APP.





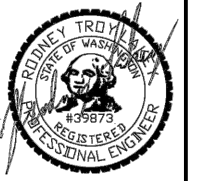
SECTION C-C - STA 14+00

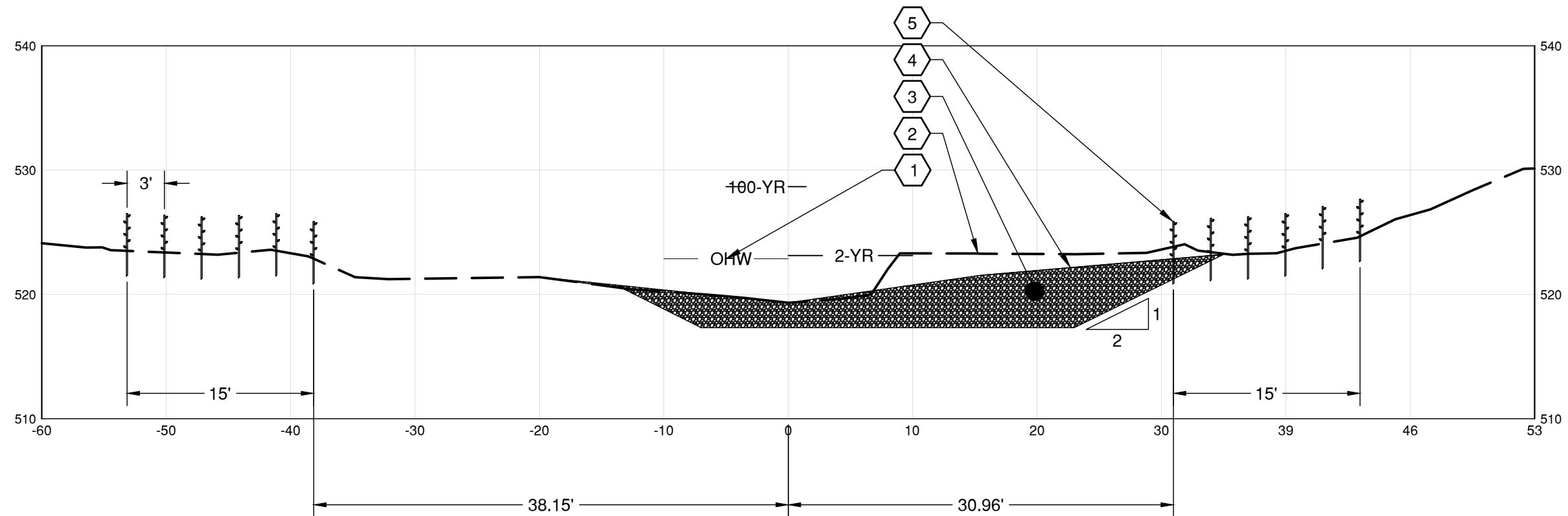
1" = 5'

CONSTRUCTION NOTES:

- 1 ORDINARY HIGH WATER MARK (CALCULATED).
- 2 EXISTING BRIDGE DECK
- 3 EXISTING BRIDGE WALL.
- 4 EXISTING GROUND.
- 5 0.4' MIN. 6" MINUS BEDDING FOR A-JACKS®. FILL TO EXISTING GROUND TO MAINTAIN BEDDING SLOPE FOR A-JACKS®.
- 6 RESET EXISTING RIPRAP ABOVE A-JACKS PER DETAILS SHEET 11.

NO.	DATE	REVISION	BY	APP.





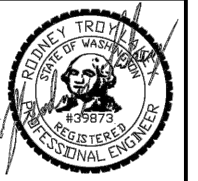
SECTION D-D - STA 14+58

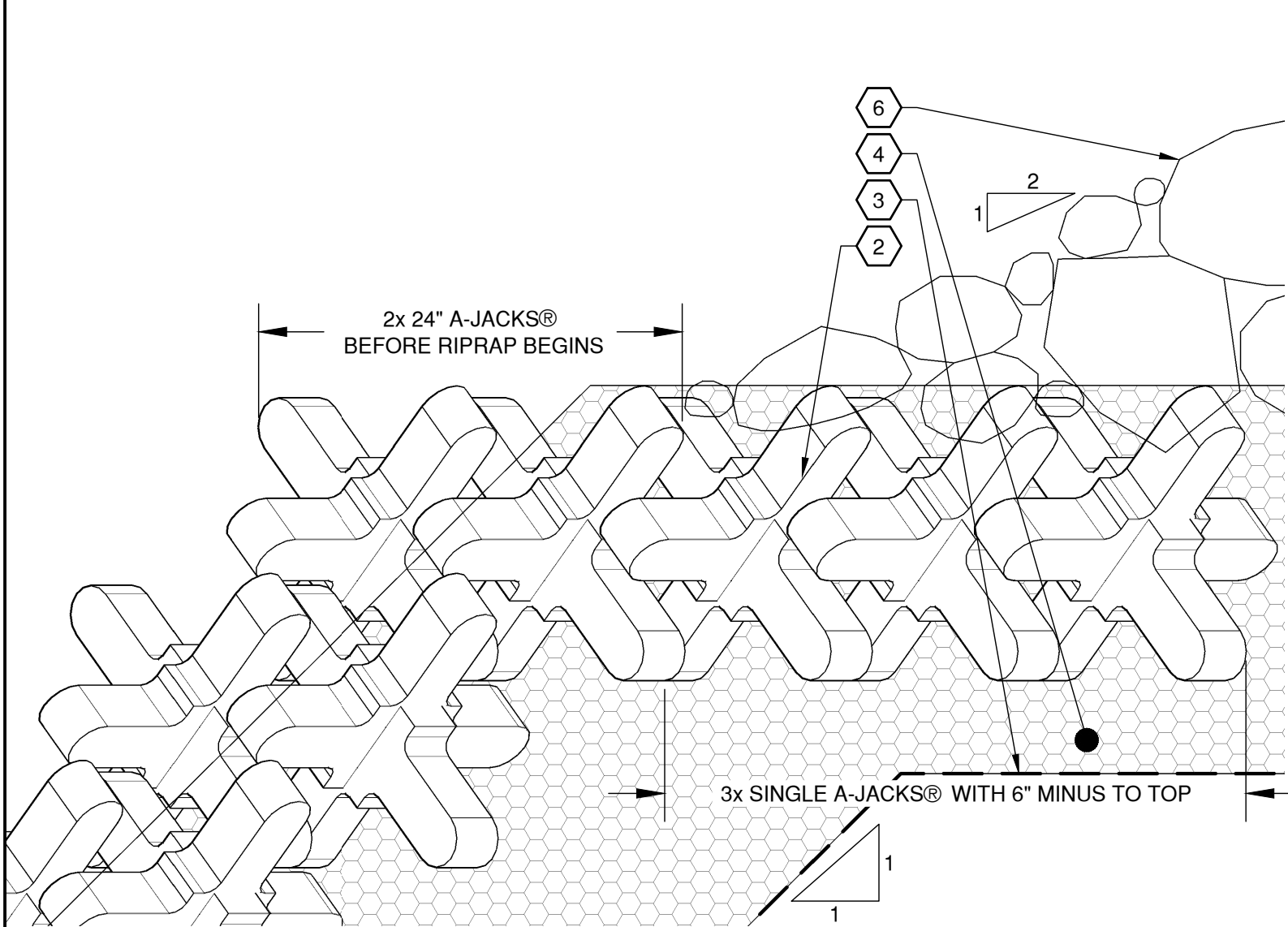
1" = 10'

CONSTRUCTION NOTES:

- 1 ORDINARY HIGH WATER MARK.
- 2 EXISTING GROUND.
- 3 STREAMBED MIX
- 4 AREA TO BE REGRADED BETWEEN STREAMBED MIX AND EXISTING SLOPE
- 5 LIVE WILLOW STAKES PLANTED 3' O.C.

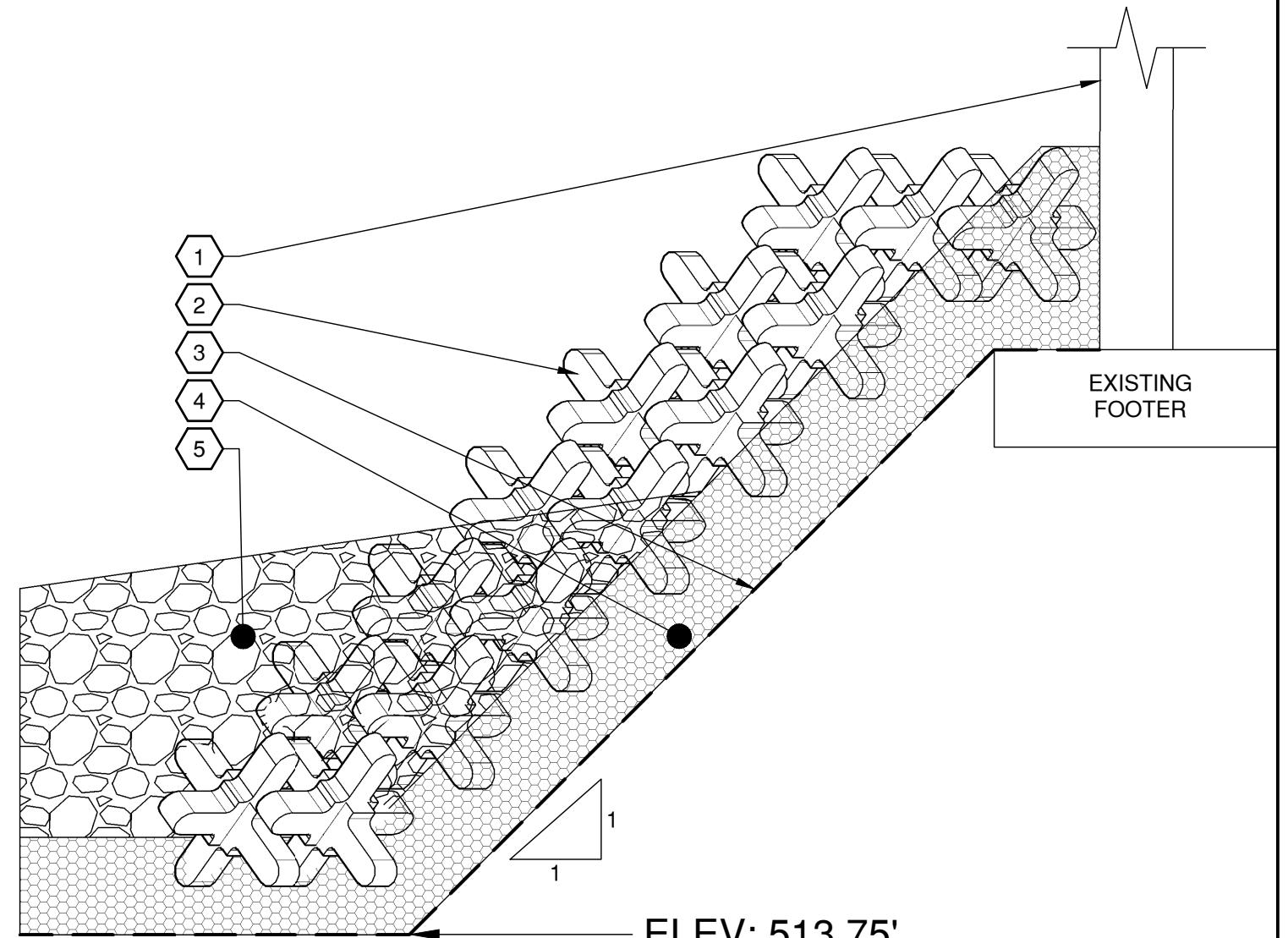
NO.	DATE	REVISION	BY	APP.





CONCRETE SLOPE PROTECTION TRANSITION

NOT TO SCALE



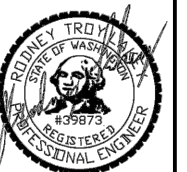
CONCRETE SLOPE PROTECTION DETAIL

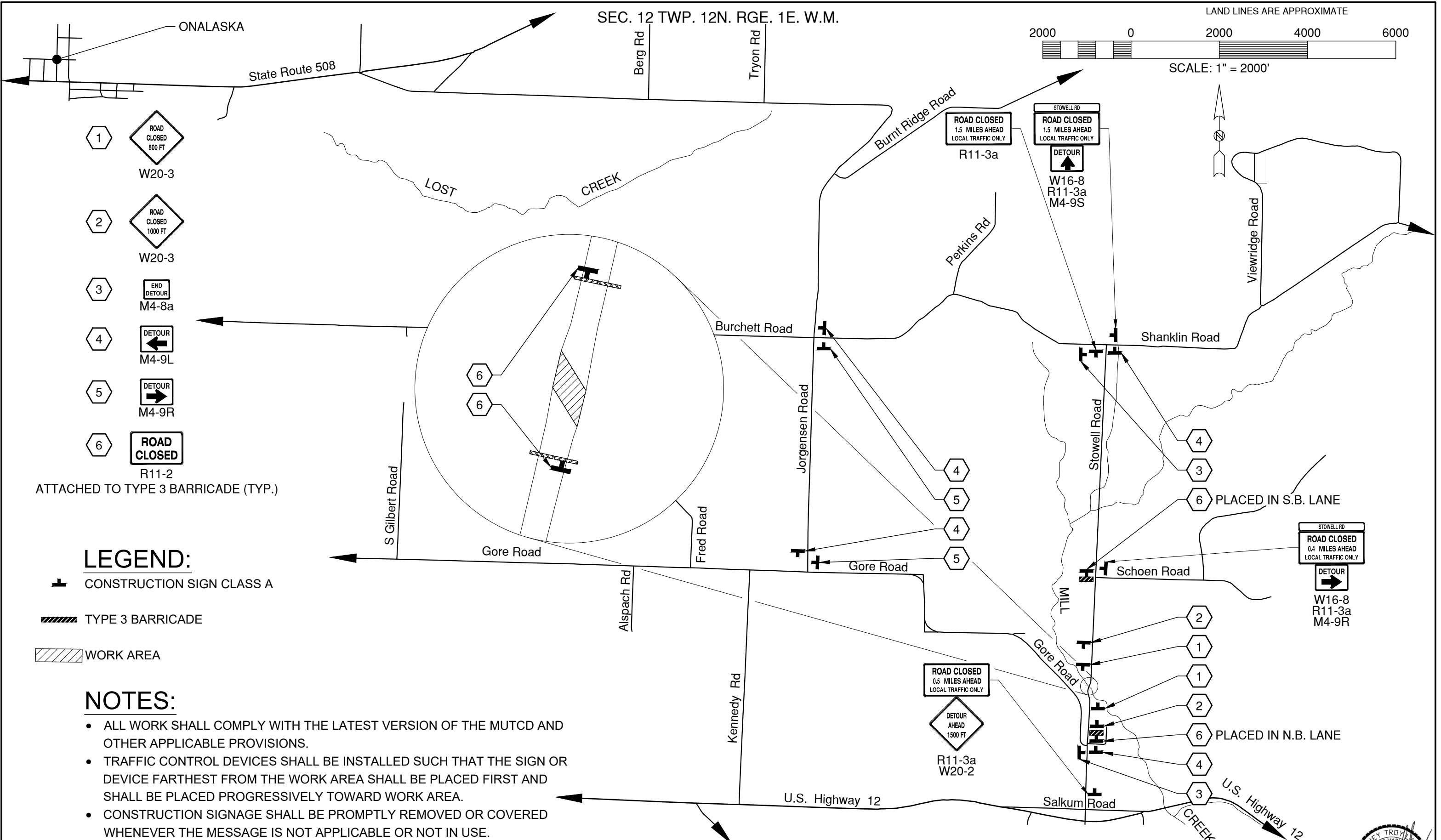
NOT TO SCALE

CONSTRUCTION NOTES:

- 1 EXISTING BRIDGE WALL.
- 2 CONCRETE SLOPE PROTECTION - 24" A-JACKS®.
- 3 CONSTRUCTION GEOTEXTILE FOR DITCH LINING (MODERATE SURVIVABILITY) AT SOIL CONTACT POINTS.
- 4 6" MINUS BEDDING AND FILL FOR ALL VOIDS BETWEEN 24" A-JACKS.
- 5 REPLACE EXCAVATION WITH STREAMBED MIX TO CURRENT STREAMBED SURFACE (TYP.) AS DIRECTED BY THE ENGINEER.
- 6 RESET RIPRAP IN TRANSITION AREAS (SEE SHEET 5).

DESIGNED BY :	NO.	DATE	REVISION	BY	APP.
RTL					
WSR					
CHECKED BY :					
DATE : 01/12/2021					





- 1 ROAD CLOSED 500 FT
W20-3
 - 2 ROAD CLOSED 1000 FT
W20-3
 - 3 END DETOUR
M4-8a
 - 4 DETOUR ←
M4-9L
 - 5 DETOUR →
M4-9R
 - 6 ROAD CLOSED
R11-2
- ATTACHED TO TYPE 3 BARRICADE (TYP.)

LEGEND:

- ⊥ CONSTRUCTION SIGN CLASS A
- ▨ TYPE 3 BARRICADE
- ▨ WORK AREA

NOTES:

- ALL WORK SHALL COMPLY WITH THE LATEST VERSION OF THE MUTCD AND OTHER APPLICABLE PROVISIONS.
- TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SUCH THAT THE SIGN OR DEVICE FARTHEST FROM THE WORK AREA SHALL BE PLACED FIRST AND SHALL BE PLACED PROGRESSIVELY TOWARD WORK AREA.
- CONSTRUCTION SIGNAGE SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE MESSAGE IS NOT APPLICABLE OR NOT IN USE.

Lewis County
Department of Public Works
2025 NE KRESKY AVE.
CHEHALIS WA 98532
PHONE # (360) 740-1123
FAX # (360) 740-2719

NO.	DATE	REVISION	BY	APP.

STOWELL MP 0.57 BRIDGE SCOUR REPAIR PROJECT

COUNTY ROAD PROJECT NO: 2159K
FEDERAL AID PROJECT NO: BHOS-2021(055)
TRAFFIC CONTROL PLAN

SHEET
12 OF 12



Rodney Troy Lakey, P.E.
Senior Engineer
Design/ENV.
Date: Jan 6, 2021

