

Lewis County
Department of Public Works
Engineering Division

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

**NEWAUKUM VALLEY ROAD
MP 1.085 TO MP 1.105
BANK STABILIZATION PROJECT**

**SPECIAL MAINTENANCE NO. 90-21F400280109
FEMA PROJECT NO. PA-10WA-4593**

June, 2021

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



07/01/2021

Project Engineer

07/01/2021

Date

Assistant County 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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NOTE: ANY PERMITS NOT ATTACHED AS LISTED IN THE SPECIAL PROVISIONS SHALL BE POSTED ON LEWIS COUNTY WEB SITE AS ADDITIONAL INFORMATION AS THEY BECOME AVAILABLE FROM THE PERMITTING AGENCIES. THE ADDITION INFORMATION WILL NOT BE PART OF ANY ADDENDUMS THAT MAY ARISE.85

CONTRACT PLANS.....87

1
2 **INTRODUCTION**

3 (Lewis County)

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

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

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

15

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

20
21

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

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

28
29 **SPECIAL PROVISIONS**

30
31 **DIVISION 1**
32 **GENERAL REQUIREMENTS**

33
34
35 **1-01, DESCRIPTION OF WORK**

36 (March 13, 1995)

37
38
39 This contract provides for the improvement of *** Newaukum Valley Road MP 1.085 to MP 1.105 by
40 repairing scour areas with ballasted log jacks, bank stabilization, traffic control, *** and other work,
41 all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard
42 Specifications.

43
44 **1-01.3 Definitions**

45 (January 4, 2016 APWA GSP)

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

3
4 **Dates**

5 ***Bid Opening Date***

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

7 ***Award Date***

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

10 ***Contract Execution Date***

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

12 ***Notice to Proceed Date***

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

14 ***Substantial Completion Date***

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

20 ***Physical Completion Date***

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

24 ***Completion Date***

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

29 ***Final Acceptance Date***

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

31
32 Supplement this Section with the following:

33
34 All references in the Standard Specifications, Amendments, or WSDOT General Special
35 Provisions, to the terms "Department of Transportation", "Washington State Transportation
36 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
37 "State Treasurer" shall be revised to read "Contracting Agency".

38
39 All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless
40 the reference is to an administrative agency of the State of Washington, a State statute or
41 regulation, or the context reasonably indicates otherwise.

42
43 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
44 designated location".

45
46 All references to "final contract voucher certification" shall be interpreted to mean the Contracting
47 Agency form(s) by which final payment is authorized, and final completion and acceptance
48 granted.

1 **Additive**

2 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
3 which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
4

5 **Alternate**

6 One of two or more units of work or groups of bid items, identified separately in the Bid Proposal,
7 from which the Contracting Agency may make a choice between different methods or material of
8 construction for performing the same work.
9

10 **Business Day**

11 A business day is any day from Monday through Friday except holidays as listed in Section 1-
12 08.5.
13

14 **Contract Bond**

15 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
16 form(s) are required by the Contract Documents, which may be a combination of a Payment
17 Bond and a Performance Bond.
18

19 **Contract Documents**

20 See definition for "Contract".
21

22 **Contract Time**

23 The period of time established by the terms and conditions of the Contract within which the Work
24 must be physically completed.
25

26 **Notice of Award**

27 The written notice from the Contracting Agency to the successful Bidder signifying the
28 Contracting Agency's acceptance of the Bid Proposal.
29

30 **Notice to Proceed**

31 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
32 directing the Contractor to proceed with the Work and establishing the date on which the
33 Contract time begins.
34

35 **Traffic**

36 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
37 equestrian traffic.
38

39 **1-02, BID PROCEDURES AND CONDITIONS**

40 **1-02.1 Prequalification of Bidders**

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

43 **1-02.1 Qualifications of Bidder**

44 *(January 24, 2011 APWA GSP)*
45

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

50 **1-02.2 Plans and Specifications**

51 *(*****)*

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

Newaukum Valley Road MP 1.085 to MP 1.105

Bank Stabilization Project

Special Maintenance No. 90-21F400280109

FEMA Project No. PA-10WA-4593

1
2 Copies of the plans, specifications and soils information are on file in the office of:

3
4 Lewis County Public Works Department
5 2025 NE Kresky Ave.
6 Chehalis, Washington 98532
7 (360) 740-2612
8

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

10
11 Prospective bidders may obtain plans and specifications from Lewis County Public
12 Works Department in Chehalis, Washington or download from Lewis County Website at
13 www.lewiscountywa.gov.

14 **1-02.12 Public Opening Of Proposal**

15 **(*****)**

16 Section 1-02.12 is supplemented with the following:

17 **Date and Time of Bid Opening**

18
19 The Board of County Commissioners of Lewis County or designee, will open sealed
20 proposals and publicly read them aloud on or after 12:15 p.m. on **Thursday, July 15, 2021**,
21 at the Lewis County Courthouse in Chehalis, Washington for the Newaukum Valley Road
22 MP 1.085 to MP1.105 Bank Stabilization Project – Special Maintenance No. 90-
23 21F400280109.
24

25 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE** 26 **12:15 P.M. on Thursday, July 15, 2021**

27
28 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County
29 Commissioners. **Bids submitted after 12:15 PM will not be considered for this project.**)

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

31 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
32 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington
33 98532), by or before **12:15 P.M.** on the date specified for opening, and in an envelope
34 clearly marked: **“SEALED BID FOR THE NEWAUKUM VALLEY ROAD MP 1.085 TO MP**
35 **1.105 BANK STABILIZATION PROJECT – SPECIAL MAINTENANCE NO. 90-**
36 **21F400280109, TO BE OPENED ON OR AFTER 12:15 P.M. ON THURSDAY, JULY 15,**
37 **2021.”**
38

39 **1-02.13 Irregular Proposals**

40 *(October 1, 2020 APWA GSP)*

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

- 43
44
- 45 1. A Proposal will be considered irregular and will be rejected if:
 - 46 a. The Bidder is not prequalified when so required;
 - 47 b. The authorized Proposal form furnished by the Contracting Agency is not used or is
48 altered;
 - 49 c. The completed Proposal form contains any unauthorized additions, deletions,
50 alternate Bids, or conditions;
 - 51 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter
52 into the Contract;
 - 53 e. A price per unit cannot be determined from the Bid Proposal;

- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the 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.

1
2 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
3 statement (on a form to be provided by the Contracting Agency) that the Bidder does
4 not owe delinquent taxes to the Washington State Department of Revenue, or if
5 delinquent taxes are owed to the Washington State Department of Revenue, the
6 Bidder must submit a written payment plan approved by the Department of Revenue,
7 to the Contracting Agency by the deadline listed below.
8

9 **2. Federal Debarment**

10
11 A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal
12 government.
13

14 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the
15 U.S. government’s “System for Award Management” database (www.sam.gov).
16

17 **3. Subcontractor Responsibility**

18
19 A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor
20 responsibility language required by RCW 39.06.020, and the Bidder shall have an
21 established procedure which it utilizes to validate the responsibility of each of its
22 subcontractors. The Bidder’s subcontract form shall also include a requirement that
23 each of its subcontractors shall have and document a similar procedure to determine
24 whether the sub-tier subcontractors with whom it contracts are also “responsible”
25 subcontractors as defined by RCW 39.06.020.
26

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

32 **4. Claims Against Retainage and Bonds**

33
34 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
35 retainage or payment bonds for public works projects in the three years prior to the
36 bid submittal date, that demonstrate a lack of effective management by the Bidder of
37 making timely and appropriate payments to its subcontractors, suppliers, and
38 workers, unless there are extenuating circumstances and such circumstances are
39 deemed acceptable to the Contracting Agency.
40

41 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
42 list of the public works projects completed in the three years prior to the bid submittal
43 date that have had claims against retainage and bonds and include for each project
44 the following information:
45

- 46 • Name of project
- 47 • The owner and contact information for the owner;
- 48 • A list of claims filed against the retainage and/or payment bond for any of the
49 projects listed;
- 50 • A written explanation of the circumstances surrounding each claim and the
51 ultimate resolution of the claim.

1
2 **5. Public Bidding Crime**

- 3
4 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
5 involving bidding on a public works contract in the five years prior to the bid submittal
6 date.
7
8 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
9 statement (on a form to be provided by the Contracting Agency) that the Bidder
10 and/or its owners have not been convicted of a crime involving bidding on a public
11 works contract.
12

13 **6. Termination for Cause / Termination for Default**

- 14
15 A Criterion: The Bidder shall not have had any public works contract terminated for
16 cause or terminated for default by a government agency in the five years prior to the
17 bid submittal date, unless there are extenuating circumstances and such
18 circumstances are deemed acceptable to the Contracting Agency.
19
20 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
21 statement (on a form to be provided by the Contracting Agency) that the Bidder has
22 not had any public works contract terminated for cause or terminated for default by a
23 government agency in the five years prior to the bid submittal date; or if Bidder was
24 terminated, describe the circumstances. .
25

26 **7. Lawsuits**

- 27
28 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
29 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
30 failing to meet the terms of contracts, unless there are extenuating circumstances and
31 such circumstances are deemed acceptable to the Contracting Agency
32
33 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
34 statement (on a form to be provided by the Contracting Agency) that the Bidder has
35 not had any lawsuits with judgments entered against the Bidder in the five years prior
36 to the bid submittal date that demonstrate a pattern of failing to meet the terms of
37 contracts, or shall submit a list of all lawsuits with judgments entered against the
38 Bidder in the five years prior to the bid submittal date, along with a written explanation
39 of the circumstances surrounding each such lawsuit. The Contracting Agency shall
40 evaluate these explanations to determine whether the lawsuits demonstrate a pattern
41 of failing to meet of terms of construction related contracts
42

43 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low
44 Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business
45 day following the bid submittal deadline, a written statement verifying that the Bidder meets the
46 supplemental criteria together with supporting documentation (sufficient in the sole judgment of
47 the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The
48 Contracting Agency reserves the right to request further documentation as needed from the
49 low Bidder and documentation from other Bidders as well to assess Bidder responsibility and
50 compliance with all bidder responsibility criteria. The Contracting Agency also reserves the
51 right to obtain information from third-parties and independent sources of information

1 concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use
2 that information in their evaluation. The Contracting Agency may consider mitigating factors in
3 determining whether the Bidder complies with the requirements of the supplemental criteria.
4

5 The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria
6 shall include any documents or facts obtained by Contracting Agency (whether from the Bidder
7 or third parties) including but not limited to: (i) financial, historical, or operational data from the
8 Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the
9 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional
10 information obtained by the Contracting Agency which is believed to be relevant to the matter.
11

12 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria
13 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder
14 in writing, with the reasons for its determination. If the Bidder disagrees with this
15 determination, it may appeal the determination within two (2) business days of the Contracting
16 Agency's determination by presenting its appeal and any additional information to the
17 Contracting Agency. The Contracting Agency will consider the appeal and any additional
18 information before issuing its final determination. If the final determination affirms that the
19 Bidder is not responsible, the Contracting Agency will not execute a contract with any other
20 Bidder until at least two business days after the Bidder determined to be not responsible has
21 received the Contracting Agency's final determination.
22

23 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
24 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
25 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such
26 requests shall be in writing, describe the nature of the concerns, and propose specific
27 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no
28 later than five (5) business days prior to the bid submittal deadline and address the request to
29 the Project Engineer or such other person designated by the Contracting Agency in the Bid
30 Documents.
31

32 **1-02.15 Pre Award Information** 33 *(August 14, 2013 APWA GSP)* 34

35 Revise this section to read:
36

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

- 39 1. A complete statement of the origin, composition, and manufacture of any or all materials to
40 be used,
- 41 2. Samples of these materials for quality and fitness tests,
- 42 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and
43 time required for the various phases of the work,
- 44 4. A breakdown of costs assigned to any bid item,
- 45 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 46 6. Obtain, and furnish a copy of, a business license to do business in the city or county where
47 the work is located.
- 48 7. Any other information or action taken that is deemed necessary to ensure that the bidder is
49 the lowest responsible bidder.
50

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

2
3 **1-03.1 Consideration of Bids**

4 *(*****)*

5 Section 1-03.1 is supplemented with the following:

6
7 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received
8 exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for
9 this reason, this project may be deferred for re-advertising for bids until a more competitive situation
10 exists.

11
12 **1-03.4 Contract Bond**

13 *(July 23, 2015 APWA GSP)*

14
15 Delete the first paragraph and replace it with the following:

16
17 The successful bidder shall provide executed payment and performance bond(s) for the full
18 contract amount. The bond may be a combined payment and performance bond; or be separate
19 payment and performance bonds. In the case of separate payment and performance bonds,
20 each shall be for the full contract amount. The bond(s) shall:

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

45
46 **1-03.7 Judicial Review**

1 (Lewis County)
2

3 Revise this section to read:
4

5 Any decision made by the Contracting Agency regarding the Award and execution of the
6 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
7 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
8 county where the Contracting Agency headquarters is located, provided that where an action is
9 asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
10

11 **1-05, CONTROL OF WORK**

12 **1-05.7 Removal of Defective and Unauthorized Work**

13 *(October 1, 2005 APWA GSP)*
14

15 Supplement this section with the following:
16

17 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
18 written notice from the Engineer, or fails to perform any part of the work required by the Contract
19 Documents, the Engineer may correct and remedy such work as may be identified in the written
20 notice, with Contracting Agency forces or by such other means as the Contracting Agency may
21 deem necessary.
22

23 If the Contractor fails to comply with a written order to remedy what the Engineer determines to
24 be an emergency situation, the Engineer may have the defective and unauthorized work
25 corrected immediately, have the rejected work removed and replaced, or have work the
26 Contractor refuses to perform completed by using Contracting Agency or other forces. An
27 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy
28 could be potentially unsafe, or might cause serious risk of loss or damage to the public.
29

30 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
31 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
32 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or
33 to become due, the Contractor. Such direct and indirect costs shall include in particular, but
34 without limitation, compensation for additional professional services required, and costs for repair
35 and replacement of work of others destroyed or damaged by correction, removal, or replacement
36 of the Contractor's unauthorized work.
37

38 No adjustment in contract time or compensation will be allowed because of the delay in the
39 performance of the work attributable to the exercise of the Contracting Agency's rights provided
40 by this Section.
41

42 The rights exercised under the provisions of this section shall not diminish the Contracting
43 Agency's right to pursue any other avenue for additional remedy or damages with respect to the
44 Contractor's failure to perform the work as required.
45

46 **1-05.13 Superintendents, Labor and Equipment of Contractor**

47 *(August 14, 2013 APWA GSP)*
48

49 Delete the sixth and seventh paragraphs of this section.
50

51 **1-05.15 Method of Serving Notices**

1 (March 25, 2009 APWA GSP)

2 Revise the second paragraph to read:

3
4 All correspondence from the Contractor shall be directed to the Project Engineer. All
5 correspondence from the Contractor constituting any notification, notice of protest, notice of
6 dispute, or other correspondence constituting notification required to be furnished under the
7 Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project
8 Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
9 correspondence will not constitute such notice and will not comply with the requirements of the
10 Contract.

11 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

12 **1-07.1 Laws to be Observed**

13 Section 1-07.1 is supplemented with the following:

14 (May 13, 2020)

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

18 **1-07.2 State Taxes**

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

20 **1-07.2 State Sales Tax**

21 *(June 27, 2011 APWA GSP)*

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

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

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

37 **1-07.2(1) State Sales Tax — Rule 171**

38 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads,
39 etc., which are owned by a municipal corporation, or political subdivision of the state, or by the
40 United States, and which are used primarily for foot or vehicular traffic. This includes storm or
41

1 combined sewer systems within and included as a part of the street or road drainage system and
2 power lines when such are part of the roadway lighting system. For work performed in such
3 cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid
4 item prices, or other contract amounts, including those that the Contractor pays on the purchase
5 of the materials, equipment, or supplies used or consumed in doing the work.

6 7 **1-07.2(2) State Sales Tax — Rule 170**

8
9 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing
10 buildings, or other structures, upon real property. This includes, but is not limited to, the
11 construction of streets, roads, highways, etc., owned by the state of Washington; water mains
12 and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and
13 disposal systems are within, and a part of, a street or road drainage system; telephone,
14 telegraph, electrical power distribution lines, or other conduits or lines in or above streets or
15 roads, unless such power lines become a part of a street or road lighting system; and installing
16 or attaching of any article of tangible personal property in or to real property, whether or not such
17 personal property becomes a part of the realty by virtue of installation.

18
19 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
20 retail sales tax on the full contract price. The Contracting Agency will automatically add this
21 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the
22 retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170,
23 with the following exception.

24
25 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
26 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
27 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
28 prices or in any other contract amount.

29 30 **1-07.2(3) Services**

31
32 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
33 wholly for professional or other services (as defined in Washington State Department of
34 Revenue Rules 138 and 244).

35 36 **1-07.4 Sanitation**

37 38 **1-07.4(2) Health Hazards**

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

40
41 **(May 13, 2020)**

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

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

48
49 The Contractor shall update and resubmit the CHSP as the work progresses and new
50 activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the
51 conditions change on the project, or a particular activity, the Contractor shall update and
52 resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance
53 with the CHSP.

1
2 The CHSP shall address the health and safety of all people associated with the project
3 including State workers in the field, Contractor personnel, consultants, project staff,
4 subcontractors, suppliers and anyone on the project site, staging areas, or yards.

5
6 **COVID-19 Health and Safety Plan (CHSP) Inspection**

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

15
16 **1-07.5 Environmental Regulations**

17 Section 1-07.5 is supplemented with the following:

18
19 (September 20, 2010)

20 **Environmental Commitments**

21 The following Provisions summarize the requirements, in addition to those required elsewhere
22 in the Contract, imposed upon the Contracting Agency by the various documents referenced in
23 the Special Provision **Permits and Licenses**. Throughout the work, the Contractor shall
24 comply with the following requirements:

25
26 **General**

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

32
33
34 (August 1, 2019)

35 The Contractor shall notify the Engineer a minimum of *****10***** calendar days prior to
36 commencing any work in environmentally sensitive acres, mitigation areas, and wetland
37 buffers. Installation of construction fencing is excluded from this notice requirement.

38
39 (August 3, 2009)

40 **Payment**

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

44
45 **1-07.5(2) State Department of Fish and Wildlife**

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

47
48 (April 2, 2018)

49 The following Provisions summarize the requirements, in addition to those required
50 elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State

1 Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the
2 following requirements:

3
4 (April 2, 2018)

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

7
8 (April 2, 2018)

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

12
13 **1-07.5(5) U.S. Army Corps of Engineers**

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

15
16 (April 2, 2018)

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

20
21 (February 25, 2013)

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

27
28 (February 25, 2013)

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

32
33 (February 25, 2013)

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

36
37 (April 2, 2018)

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

41
42 **1-07.6 Permits and Licenses**

43 (*****)

44 Section 1-07.6 is supplemented with the following:

45
46 (January 2, 2018)

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

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Department of the Army Section 404 Nationwide 13	Corps of Engineers Seattle District	NWS-2021-433
Section 106 Concurrence	Corps of Engineers Seattle District	NWS-2021-433
Hydraulic Permit Approval	Washington Department of Fish and Wildlife	2021-5-28+01
State Environmental Policy Act Exemption	Lewis County Community Development (LCCD)	-
Shoreline Exemption	LCCD	SHE21-00022
Floodplain Permit	LCCD	FD21-00039
Fill and Grade Permit	LCCD	G21-00017

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

1-07.9(1) General

(*****)

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

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

(April 2, 2007)

Application of Wage Rates For The Occupation Of Landscape Construction

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

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

1 or Planting Laborers.

2
3 In addition, federal wage rates that are included in this contract may also include occupation
4 descriptions in Federal Occupational groups for work also specifically identified with landscaping
5 such as:

6
7 Laborers with the occupation description, Landscaping or Planting, or

8
9 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

10
11 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
12 Federal wage rates for all occupation descriptions, specific or general, must be considered and
13 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
14 becomes the minimum wage rate for the work performed in that occupation.

15
16 Contractors are responsible for determining the appropriate crafts necessary to perform the contract
17 work. If a classification considered necessary for performance of the work is missing from the
18 Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for
19 approval of a proposed wage and benefit rate. The Contractor shall prepare and submit Standard
20 Form 1444, Request for Authorization of Additional Classification and Wage Rate available at
21 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's
22 office. The presence of a classification wage on the Washington State Prevailing Wage Rates For
23 Public Works Contracts does not exempt the use of form 1444 for the purpose of determining a
24 federal classification wage rate.

25
26 (*****)

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

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

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

Women - Statewide

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

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA 5.4

WA Benton; WA Franklin.

Non-SMSA Counties 3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA 9.7

WA Yakima.

Non-SMSA Counties 7.2

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

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2

WA King; WA Snohomish.

Tacoma, WA 6.2

WA Pierce.

Non-SMSA Counties 6.1

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

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:

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

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

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

- 1 I. Conduct, at least annually, an inventory and evaluation of all minority and female
2 personnel for promotional opportunities and encourage these employees to seek
3 or to prepare for, through appropriate training, etc., such opportunities.
4
- 5 m. Ensure that seniority practices, job classifications, work assignments and other
6 personnel practices, do not have a discriminatory effect by continually monitoring
7 all personnel and employment related activities to ensure that the EEO policy and
8 the Contractor's obligations under these specifications are being carried out.
9
- 10 n. Ensure that all facilities and company activities are nonsegregated except that
11 separate or single-user toilet and necessary changing facilities shall be provided
12 to assure privacy between the sexes.
13
- 14 o. Document and maintain a record of all solicitations of offers for subcontracts from
15 minority and female construction contractors and suppliers, including circulation of
16 solicitations to minority and female contractor associations and other business
17 associations.
18
- 19 p. Conduct a review, at least annually, of all supervisors' adherence to and
20 performance under the Contractor's EEO policies and affirmative action
21 obligations.
22
- 23 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling
24 one or more of their affirmative action obligations (7a through 7p). The efforts of a
25 contractor association, joint contractor-union, contractor-community, or other similar group
26 of which the Contractor is a member and participant, may be asserted as fulfilling any one
27 or more of the obligations under 7a through 7p of this Special Provision provided that the
28 Contractor actively participates in the group, makes every effort to assure that the group
29 has a positive impact on the employment of minorities and women in the industry, ensure
30 that the concrete benefits of the program are reflected in the Contractor's minority and
31 female work-force participation, makes a good faith effort to meet its individual goals and
32 timetables, and can provide access to documentation which demonstrate the effectiveness
33 of actions taken on behalf of the Contractor. The obligation to comply, however, is the
34 Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the
35 Contractor's noncompliance.
36
- 37 9. A single goal for minorities and a separate single goal for women have been established.
38 The Contractor, however, is required to provide equal employment opportunity and to take
39 affirmative action for all minority groups, both male and female, and all women, both
40 minority and non-minority. Consequently, the Contractor may be in violation of the
41 Executive Order if a particular group is employed in substantially disparate manner (for
42 example, even though the Contractor has achieved its goals for women generally, the
43 Contractor may be in violation of the Executive Order if a specific minority group of women
44 is underutilized).
45
- 46 10. The Contractor shall not use the goals and timetables or affirmative action standards to
47 discriminate against any person because of race, color, religion, sex, or national origin.
48
- 49 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
50 Government contracts pursuant to Executive Order 11246.
51

- 1 12. The Contractor shall carry out such sanctions and penalties for violation of these
2 specifications and of the Equal Opportunity Clause, including suspensions, terminations
3 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
4 Executive Order 11246, as amended, and its implementing regulations by the Office of
5 Federal Contract Compliance Programs. Any Contractor who fails to carry out such
6 sanctions and penalties shall be in violation of these specifications and Executive Order
7 11246, as amended.
8
9 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
10 specific affirmative action steps, at least as extensive as those standards prescribed in
11 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to
12 ensure equal employment opportunity. If the Contractor fails to comply with the
13 requirements of the Executive Order, the implementing regulations, or these specifications,
14 the Director shall proceed in accordance with 41 CFR 60-4.8.
15
16 14. The Contractor shall designate a responsible official to monitor all employment related
17 activity to ensure that the company EEO policy is being carried out, to submit reports
18 relating to the provisions hereof as may be required by the government and to keep
19 records. Records shall at least include, for each employee, their name, address, telephone
20 numbers, construction trade, union affiliation if any, employee identification number when
21 assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee,
22 helper, or laborer), dates of changes in status, hours worked per week in the indicated
23 trade, rate of pay, and locations at which the work was performed. Records shall be
24 maintained in an easily understandable and retrievable form; however, to the degree that
25 existing records satisfy this requirement, the Contractors will not be required to maintain
26 separate records.
27
28 15. Nothing herein provided shall be construed as a limitation upon the application of other
29 laws which establish different standards of compliance or upon the application of
30 requirements for the hiring of local or other area residents (e.g., those under the Public
31 Works Employment Act of 1977 and the Community Development Block Grant Program).
32
33 16. Additional assistance for Federal Construction Contractors on contracts administered by
34 Washington State Department of Transportation or by Local Agencies may be found at:

35
36 Washington State Dept. of Transportation
37 Office of Equal Opportunity
38 PO Box 47314
39 310 Maple Park Ave. SE
40 Olympia WA
41 98504-7314
42 Ph: 360-705-7090
43 Fax: 360-705-6801
44 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
45

46 **1-07.17, Utilities and Similar Facilities**
47 (April 2, 2007)
48

49 Section 1-07.17 is supplemented with the following:
50

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

3
4 The following addresses and telephone numbers of utility companies known or suspected of
5 having facilities within the project limits are supplied for the Contractor's convenience:

6
7 Lewis County P.U.D. No. 1
8 321 NW Pacific
9 Chehalis, WA 98532
10 Telephone (360) 748-9261

11
12 TDS Telecom
13 PO Box 218
14 La Center, WA 98629
15 Telephone (360) 263-5969

16
17 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to
18 construction. The Contractor shall notify the Utility Owner of any utilities that are within two feet of
19 the planned construction. The above list of Utility Owners may not be complete. As per RCW
20 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or suspected
21 of having services close to the project site.

22 **1-07.18 Public Liability and Property Damage Insurance**

23
24 Delete this section in its entirety, and replace it with the following:

25 **1-07.18 Insurance** 26 *(January 4, 2016 APWA GSP)*

27 **1-07.18(1) General Requirements**

- 28
29
30 A. The Contractor shall procure and maintain the insurance described in all subsections of section
31 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less
32 than A-: VII and licensed to do business in the State of Washington. The Contracting Agency
33 reserves the right to approve or reject the insurance provided, based on the insurer's financial
34 condition.
35
36
37 B. The Contractor shall keep this insurance in force without interruption from the commencement of
38 the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical
39 Completion date, unless otherwise indicated below.
40
41
42 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
43 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
44 state that coverage is claims made, and state the retroactive date. Claims-made form coverage
45 shall be maintained by the Contractor for a minimum of 36 months following the Completion Date
46 or earlier termination of this Contract, and the Contractor shall annually provide the Contracting
47 Agency with proof of renewal. If renewal of the claims made form of coverage becomes
48 unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting
49 period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to
50 assure financial responsibility for liability for services performed.

- 1 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
2 Liability insurance policies shall be primary and non-contributory insurance as respects the
3 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
4 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
5 excess of the Contractor's insurance and shall not contribute with it.
6
7 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
8 notice of any policy cancellation, within two business days of their receipt of such notice.
9
10 G. The Contractor shall not begin work under the Contract until the required insurance has been
11 obtained and approved by the Contracting Agency
12
13 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
14 material breach of contract, upon which the Contracting Agency may, after giving five business
15 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its
16 discretion, procure or renew such insurance and pay any and all premiums in connection
17 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
18 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
19 Contracting Agency.
20
21 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
22 Contract and no additional payment will be made.

23
24 **1-07.18(2) Additional Insured**

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

- 28 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
29

30 The above-listed entities shall be additional insured(s) for the full available limits of liability
31 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are
32 greater than those required by this Contract, and irrespective of whether the Certificate of Insurance
33 provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by
34 the Contractor.
35

36 For Commercial General Liability insurance coverage, the required additional insured endorsements
37 shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01
38 for completed operations.
39

40 **1-07.18(3) Subcontractors**

41 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
42 complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
43 except the Contractor shall have sole responsibility for determining the limits of coverage required to
44 be obtained by Subcontractors.
45

46 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2)
47 as additional insureds, and provide proof of such on the policies as required by that section as
48 detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing
49 operations and CG 20 37 10 01 for completed operations.
50

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

4 5 **1-07.18(4) Verification of Coverage**

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

12
13 Verification of coverage shall include:

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

21
22 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a
23 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this
24 Project, a full and certified copy of that policy is required when the Contractor delivers the signed
25 Contract for the work.

26 27 **1-07.18(5) Coverages and Limits**

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

32
33 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
34 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
35 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
36 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured
37 retention shall be the responsibility of the Contractor.

38 39 **1-07.18(5)A Commercial General Liability**

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

45
46 The Commercial General Liability insurance shall be endorsed to provide a per project general
47 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

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

3
4 Such policy must provide the following minimum limits:

5	\$1,000,000	Each Occurrence
6	\$2,000,000	General Aggregate
7	\$2,000,000	Products & Completed Operations Aggregate
8	\$1,000,000	Personal & Advertising Injury each offence
9	\$1,000,000	Stop Gap / Employers' Liability each accident

10
11 **1-07.18(5)B Automobile Liability**

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

15
16 Such policy must provide the following minimum limit:

17	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

18
19 **1-07.18(5)C Workers' Compensation**

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

22
23 **1-07.23, Public convenience and safety**

24 **1-07.23(1) Construction Under Traffic**

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

26
27 (February 3, 2020)

28 **Work Zone Clear Zone**

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

34
35 During nonworking hours equipment or materials shall not be within the WZCZ unless
36 they are protected by permanent guardrail or temporary concrete barrier. The use of
37 temporary concrete barrier shall be permitted only if the Engineer approves the
38 installation and location.

39
40 During actual hours of work, unless protected as described above, only materials
41 absolutely necessary to construction shall be within the WZCZ and only construction
42 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
43 allowed to stop or park on the shoulder of the roadway.

44
45 The Contractor's nonessential vehicles and employees private vehicles shall not be
46 permitted to park within the WZCZ at any time unless protected as described above.

47
48 Deviation from the above requirements shall not occur unless the Contractor has
49 requested the deviation in writing and the Engineer has provided written approval.

1 Minimum WZCZ distances are measured from the edge of traveled way and will be
2 determined as follows:
3

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

4
5 **Minimum Work Zone Clear Zone Distance**
6

7 **1-08, PROSECUTION AND PROGRESS**
8

9 **1-08.0 Preliminary Matters**
10 (May 25, 2006 APWA GSP)
11

12 Add the following new section:
13

14 **1-08.0(1) Preconstruction Conference**
15 (October 10, 2008 APWA GSP)
16

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

- 20 1. To review the initial progress schedule;
- 21 2. To establish a working understanding among the various parties associated or affected by
22 the work;
- 23 3. To establish and review procedures for progress payment, notifications, approvals,
24 submittals, etc.;
- 25 4. To establish normal working hours for the work;
- 26 5. To review safety standards and traffic control; and
- 27 6. To discuss such other related items as may be pertinent to the work.
28

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

- 30 1. A breakdown of all lump sum items;
- 31 2. A preliminary schedule of working drawing submittals; and
- 32 3. A list of material sources for approval if applicable.
33

34 Add the following new section:
35

36 **1-08.0(2) Hours of Work**
37 (December 8, 2014 APWA GSP)
38

39 Except in the case of emergency or unless otherwise approved by the Engineer, the normal
40 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and

1 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different
2 than the normal working hours stated above, the request must be submitted in writing prior to the
3 preconstruction conference, subject to the provisions below. The working hours for the Contract
4 shall be established at or prior to the preconstruction conference.
5

6 All working hours and days are also subject to local permit and ordinance conditions (such as
7 noise ordinances).
8

9 If the Contractor wishes to deviate from the established working hours, the Contractor shall
10 submit a written request to the Engineer for consideration. This request shall state what hours
11 are being requested, and why. Requests shall be submitted for review no later than 3 working
12 days prior to the day(s) the Contractor is requesting to change the hours.
13

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

- 16 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
17 Agency for the costs in excess of straight-time costs for Contracting Agency
18 representatives who worked during such times. (The Engineer may require designated
19 representatives to be present during the work. Representatives who may be deemed
20 necessary by the Engineer include, but are not limited to: survey crews; personnel from
21 the Contracting Agency's material testing lab; inspectors; and other Contracting Agency
22 employees or third party consultants when, in the opinion of the Engineer, such work
23 necessitates their presence.)
- 24 2. Considering the work performed on Saturdays, Sundays, and holidays as working days
25 with regard to the contract time.
- 26 3. Considering multiple work shifts as multiple working days with respect to contract time
27 even though the multiple shifts occur in a single 24-hour period.
- 28 4. If a 4-10 work schedule is requested and approved the non working day for the week will
29 be charged as a working day.
- 30 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
31 recorded properly on certified payroll
32

33 **1-08.1 Subcontracting**

34 (December 19, 2019 APWA GSP, Option A)
35

36 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to
37 the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor
38 and the subcontractor or between the subcontractor and any lower tier subcontractor has been
39 executed. This certification shall also guarantee that these subcontract agreements include all the
40 documents required by the Special Provision Federal Agency Inspection.
41

42 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the
43 contract until the following documents have been completed and submitted to the Engineer:
44

- 45 1. Request to Sublet Work (WSDOT Form 421-012), and
- 46 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
47 Projects (WSDOT Form 420-004).
48

1 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form
2 272-065) within 15 calendar days after receipt of every monthly progress payment until every
3 Subcontractor and lower tier Subcontractor's retainage has been released.

4
5 The ninth paragraph, beginning with "On all projects, ..." is revised to read:

6
7 The Contractor shall certify to the actual amount received from the Contracting Agency and
8 amounts paid to all firms that were used as Subcontractors, lower tier subcontractors,
9 manufacturers, regular dealers, or service providers on the Contract. This includes all
10 Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This
11 Certification shall be submitted to the Engineer on a monthly basis each month between
12 Execution of the Contract and Physical Completion of the Contract using the application
13 available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every
14 month between Execution of the Contract and Physical Completion regardless of whether
15 payments were made or work occurred.

16
17 **1-08.3(2)A Type A Progress Schedule**
18 *(March 13, 2012 APWA GSP)*

19
20 Revise this section to read:

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

28
29 **Contractor's Weekly Activities**
30 *(*****)*

31 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate the
32 Contractor's proposed activities for the forthcoming week along with the hours of work. This will
33 permit the Engineer to more effectively provide the contract engineering and inspection for the
34 Contractor's operations.

35
36 The written weekly activity schedule shall be submitted to the Engineer or a designated
37 assistant before the end of the last shift on the next to the last working day of the week
38 preceding the indicated activities, or other mutually agreeable time.

39
40 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
41 sequence differing from that which has been shown on the schedule, the Engineer may require
42 the Contractor to delay unscheduled activities until they are included on a subsequent weekly
43 activity schedule.

44
45 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
46 summary of project activities to the Engineer. The summary of activities shall include a report
47 of the nature and progress of each of the major activities that were advanced on the project
48 within the previous week.

49
50 **1-08.4 Prosecution Of Work**

1 Revise this section to read:

2
3 **1-08.4 Notice to Proceed and Prosecution of Work**
4 *(July 23, 2015 APWA GSP)*

5
6 Notice to Proceed will be given after the contract has been executed and the contract bond and
7 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor
8 shall not commence with the work until the Notice to Proceed has been given by the Engineer.
9 The Contractor shall commence construction activities on the project site within ten days of the
10 Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently
11 pursue the work to the physical completion date within the time specified in the contract.
12 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of
13 the responsibility to complete the work within the time(s) specified in the contract.
14

15 **1-08.5 Time for Completion**
16 *(November 30, 2018 APWA GSP, Option B)*

17
18 Revise the third and fourth paragraphs to read:

19
20 Contract time shall begin on the first working day following the \$\$14th \$\$ calendar day after the
21 Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then
22 contract time shall begin on the first working day when onsite work begins.
23

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

40 Revise the sixth paragraph to read:

41
42 The Engineer will give the Contractor written notice of the completion date of the contract after all
43 the Contractor's obligations under the contract have been performed by the Contractor. The
44 following events must occur before the Completion Date can be established:

- 45 1. The physical work on the project must be complete; and
46 2. The Contractor must furnish all documentation required by the contract and required by law,
47 to allow the Contracting Agency to process final acceptance of the contract. The following
48 documents must be received by the Project Engineer prior to establishing a completion date:
49 a. Certified Payrolls (per Section 1-07.9(5)).
50 b. Material Acceptance Certification Documents

- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the 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 complete within *** 25 *** working days.

Contract Time shall begin on *** August 11, 2021 ***.

1-09, MEASUREMENT AND PAYMENT

1-09.7 Mobilization

Section 1-08.5 is supplemented with the following:

(*****)

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

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

1 only for the purpose of determining progress payments. The progress estimates are subject to
2 change at any time prior to the calculation of the final payment.
3

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

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

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

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

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

25 **1-09.9(1) Retainage**

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

27 **Retainage of 5 percent shall be as required by RCW 60.28.011.**
28
29

30 **1-09.11 Disputes and Claims**

31 **1-09.11(3) Time Limitation and Jurisdiction**

32 *(November 30, 2018 APWA GSP)*
33
34

35 Revise this section to read:

36
37 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
38 claims or causes of action which the Contractor has against the Contracting Agency arising from
39 the Contract shall be brought within 180 calendar days from the date of final acceptance (Section
40 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims
41 or causes of action shall be brought only in the Superior Court of the county where the
42 Contracting Agency headquarters is located, provided that where an action is asserted against a
43 county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree
44 that the Contractor's failure to bring suit within the time period provided, shall be a complete bar
45 to any such claims or causes of action. It is further mutually agreed by the parties that when any
46 claims or causes of action which the Contractor asserts against the Contracting Agency arising
47 from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall
48 permit the Contracting Agency to have timely access to any records deemed necessary by the
49 Contracting Agency to assist in evaluating the claims or action.

1
2 **1-09.13 Claims Resolution**

3
4 **1-09.13(3) Claims \$250,000 or Less**
5 (October 1, 2005 APWA GSP)

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

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

13
14 **1-09.13(3)A Administration of Arbitration**
15 (November 30, 2018 APWA GSP)

16
17 Revise the third paragraph to read:

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

26
27 **1-09.13(4) Claims in Excess of \$250,000**

28
29 Section 1-09.13(4) is hereby deleted and replaced with the following:

30
31 **CLAIMS RESOLUTION**

32 (Lewis County)

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

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

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

- 11
- 12 1. The name, business address and contact telephone number of each
- 13 witness who will testify at the hearing.
- 14
- 15 2. For each witness to be offered as an expert, a statement of the
- 16 subject matter and a statement of the facts, resource materials (not
- 17 protected by privilege) and learned treatises upon which the expert is
- 18 expected to testify and render an opinion(s), synopsis of the basis for
- 19 such opinion(s), and a resume of the expert detailing his/her
- 20 qualifications as an expert and pursuant to rendering such opinion(s).
- 21 A list of documents and other exhibits the party intends to offer in
- 22 evidence at the arbitration hearing. Either party may request a copy
- 23 of any document listed, and a copy or description of any other exhibit
- 24 listed. The party receiving the request shall provide the copies or
- 25 description within five (5) calendar days. The parties or arbitrator
- 26 may subpoena parties in accordance with the Superior Court
- 27 Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and
- 28 witness fees and costs shall be provided for under Rule 6.4, thereof.
- 29 The arbitrator may permit a party to call a witness or offer a
- 30 document or other exhibit not included in the statement of proof only
- 31 upon a showing of good cause.
- 32

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

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

48 **1-10.2 Traffic Control Management**

49 **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 the
30 Traffic Control Plan) shall be the Contractors responsibility to furnish, erect, and maintain. The
31 Contractor shall adopt the Traffic Control Plan in writing to the Engineer or furnish a new plan.
32 The Contractor shall conduct his operations on the roadway in a manner that one-way traffic is
33 maintained at all times, unless otherwise directed by the Engineer.

34
35 The Contracting Agency has included in the Contract Plans a Detour Plan. If determined by the
36 Engineer that additional signing is needed it shall be the Contractors responsibility to furnish,
37 erect, and maintain these additional signs. **The Contractor shall notify the Contracting
38 Agency 20 working days prior to detour closure for public notice.**

39
40 All Class A signs shall be paid for as "Construction Signs Class A" per square foot. All other
41 traffic control items shall be included in the "Project Temporary Traffic Control" per lump sum,
42 including Type 3 Barricade (including attached signs), labor, and maintaining detour.

43
44 Class A signs shall be installed using an elevated stand capable of reaching a minimum height
45 of 3 feet and be equipped with adjustable legs so the sign can be made level. The signs shall
46 be weighted to prevent tipping or being blown over.

47
48 If determined by the Engineer that additional signing (not shown on the Temporary Traffic
49 Control Plan) is needed, it shall be the Contractors responsibility to furnish, erect, and maintain
50 these additional signs at no cost to the Contracting Agency.

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

2 (*****)

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

4
5 The latest revision of the WSDOT Manual M54-44 “Work Zone Traffic Control Guidelines”
6 (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.
7

8 **1-10.4 Measurement**

9
10 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

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

12 (August 2, 2004)

13 The proposal contains the item “Project Temporary Traffic Control,” lump sum. The
14 provisions of Section 1-10.4(1) shall apply.
15

16
17 ***Reinstating Unit Items With Lump Sum Traffic Control***

18 Section 1-10.4(3) is supplemented with the following:

19 (August 2, 2004)

20 The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the
21 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),
22 Section 1-10.4(3), and Section 1-10.5(3) shall apply.
23

24
25 *** “Traffic Control Supervisor”, per lump sum.
26 “Construction Signs Class A”, per square foot. ***
27

28 **EXISTING SIGNS**

29
30 (*****)

31 During the life of the contract, the Contractor shall be responsible for all existing signs damaged or
32 removed by construction operations.
33

34 County Road name signs and Private Road name signs shall be temporarily relocated to portable
35 sign stands for convenience of construction subject to the approval of the Engineer. The signs shall
36 be located at or as near as practical to their original locations and shall have a minimum vertical
37 clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices.
38 Upon completion of construction in the area immediately surrounding the permanent sign location,
39 the Contractor shall reinstall the sign and supports in their permanent locations.
40

41 Signs damaged or removed shall be replaced by the Contractor at no cost to the County.
42
43

44 **DIVISION 3**
45 **PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

46
47 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

48
49 **3-01.4 Contractor Furnished Material Sources**
50

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

2 (*****)

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

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

6
7 **DIVISION 8**
8 **MISCELLANEOUS CONSTRUCTION**

9
10 (*****)

11 **NEW SECTION**

12 **SECTION 8-19 WOOD STRUCTURES**

13 (*****)

14 **8-19.1 Description**

15
16 This work shall consist of furnishing materials including ballast boulders, wood, and connecting
17 hardware; and placing and installing proposed Ballasted Log Jacks, as specified on the Contract
18 Drawings, or as directed by the Engineer.

19
20 (*****)

21 **8-19.2 Materials**

22
23 The Contractor shall submit the source of materials to the Engineer for approval at least 10 working
24 days prior to use.

25
26 **8-19.2(1) Structure Logs**

27
28 Wood species shall be harvested no more than six months prior to use and shall consist
29 of Douglas Fir, Red Cedar, or Sitka Spruce trunks unless otherwise specified. No dimensional
30 beams or timbers, Red Alder, or other deciduous tree species shall be used for Ballasted Log
31 Jacks. Minimum log diameters and lengths for structure logs are provided in the structure
32 schedules on the Contract Drawings.

33
34 **8-19.2(2) Conifer Trees**

35
36 Conifer Trees shall be Fir, Spruce, or Pine species. They shall be Healthy, Fresh, Fairly clean,
37 12-16 feet in height, and Medium to Heavy Density, when placed in the river.

38
39 Healthy means the needles have a fresh, natural appearance characteristic of the species.

40
41 Fresh means the needles are green, pliable, and firmly attached; with not more than slight
42 shedding.

43
44 Fairly clean means that the tree is moderately free from foreign material.

45
46 Height means the distance from the base of the Handle to the top of the main Leader, excluding
47 that portion of the leader that extends more than 4 inches above the apex of the cone of the
48 taper applicable to the tree.

49
50 Handle means that the portion of the trunk between the butt or base of the tree and the lowest
51 complete whorl of foliated branches.

1
2 Leader means the vertical stem extending from the top of the trunk.

3
4 Medium to Heavy density means the whorls or branches are relatively close together, the
5 spaces between are filled with needles and twigs so that the following species have said
6 minimum percentage of foliage so the main stem is not visible and the needle content and
7 length are adequate to cover the branches:

8
9

Balsam Fir	60%
Douglas Fir	70%
Fraser Fir	50%
Red Fir	50%
White Fir	50%
Grand Fir	60%
Noble Fir	50%
Red Pine	60%
Scotch Pine	70%
Virginia Pine	70%
White Pine	70%
Spruce (all)	60%

10
11
12
13
14
15
16
17
18
19
20

21
22 **8-19.2(3) Manila Rope**

23
24 Manila Rope shall be 1/2-inch diameter natural manila rope with a breaking strength equal to or
25 greater than 2,200 pounds.

26
27 **8-19.2(4) Ballast Boulders**

28
29 Ballast boulders must be composed of limestone, granite or similar type approved by the
30 engineer. Ballast boulder shall meet the weight specified in the Contract Drawings. Boulder
31 weight must be confirmed by submittal of weigh certificates from the quarry associated with a
32 unique identifier on each boulder or observation of the weight on a scale in the field by the
33 Engineer. Ballast boulders shall have a Suitable Shape as defined in Section 9.13.4 Rock for
34 Erosion and Scour Protection of the Standard Specifications.

35
36 **8-19.2(5) Connections**

37
38 **All-Thread and Connecting Hardware**

39
40 All-thread shall be 1.25 inch diameter ASTM A193 Grade 55 All-Thread Rod meeting ASME
41 B18.31.2, plain finish. Nuts shall be ASTM A194 Grade 2H Heavy Hex, plain finish. Washers
42 shall be 4-inch-square, minimum 1/4-inch plate thickness, Grade A36, plain finish.

43
44 **Chain and Connecting Hardware**

45
46 Chain A/B shall be 1/2-inch diameter, grade 80 welded long-link chain conforming to NACM or
47 ASTM A413 with a natural finish.

48
49 Chain C shall be 3/8-inch diameter, grade 43 welded short-link chain conforming to NACM or
50 ASTM A413 with a natural finish.

1 Shacksles shall be 3/4-inch diameter bold type anchor shackles with a minimum working load limit
2 of 9,500 pounds meeting ASME B30.26 and RR-C271 requirements with a natural finish.

3
4 Bolts for Chain A/B shall be 3/4-inch diameter, grade 2 UNF with a minimum threads per inch of
5 16. Nuts shall be ASTM A194 Grade 2H Heavy Hex, plain finish. Washers shall be 1.5-inch-
6 square, minimum 1/4-inch plate thickness, Grade A36, plain finish.

7
8 Bolts for Chain C shall be 1/2 -inch diameter, grade 2 UNF with a minimum threads per inch of
9 20. Nuts shall be Grade 2, Finished Hex, plain finish. Washers shall be High Strength Heat
10 Treated Flat Washers, plain finish.

11 **8-19.3 Construction Requirements**

12
13
14 All work shall be accomplished in accordance with the requirements of the Washington State
15 Department of Fish and Wildlife HPA and other relevant permits which are attached elsewhere to
16 these contract provisions. Logs, conifer trees, boulders and hardware shall be approved on site by
17 the Engineer prior to installation.

18
19 Due to site conditions, a crane is anticipated to be necessary to install the Ballasted Log Jacks. The
20 Contractor shall bid the project to include use of a crane during the Ballasted Log Jacks installation.

21
22 The Contractor shall submit plans prior to Construction for review and approval by the Engineer (as
23 per Section 6-02.3(25)L5, Type 2E Working Drawing), for setup area along with crane size, boom
24 and load capacity, and lifting straps and equipment necessary to perform the work outlined for
25 Ballasted Log Jacks installation and construction.

26 **Ballasted Log Jacks**

27
28
29 Ballasted Log Jacks shall be constructed as shown in the Contract Drawings or as approved by the
30 Engineer. Constructed Ballasted Log Jack appearance is described in the Contract Drawings along
31 with a recommended construction sequence.

32
33 Due to the nature of this repair work and the likelihood of the site characteristics changing from
34 design to construction, only an estimated number of Ballasted Log Jacks has been provided in the
35 plans. However, the actual number of Log Jacks needed during construction will be based on the
36 actual conditions of the site at the time of construction. Any variations in the estimated quantities
37 provided in the plans will be addressed in accordance with section 1-04.6 of the Standard
38 Specifications.

39 **8-19.4 Measurement**

40 **Ballasted Log Jack**

41
42
43
44 Ballasted Log Jack shall be measured by each Ballasted Log Jack furnished, constructed and
45 installed. The following is approximate quantities for each Ballasted Log Jack:

46 "Structure Log, Furnished"	6
47 "Conifer Tree, Furnished"	4
48 "Ballast Boulders, Furnished"	1

1		
2	“Chain A.B, Furnished”	40 L.F.
3		
4	“Chain C, Furnished”	15 L.F.
5		

6 All other connection hardware, including but not limited to, all thread, washers, nuts and shackles
7 shall not be measured, but shall be considered incidental to and included in the associated Ballasted
8 Log Jack Bid Item.

9
10 **8-19.5 Payment**

11 Payment will be made for the following Bid Items when included in the Proposal. It shall be full
12 payment for labor, tools, materials and equipment necessary to complete construction as described
13 and as shown in the Construction Drawings, including but not limited to, any final field adjustment as
14 directed by the Engineer; and all incidentals necessary to satisfactorily complete the work.

15
16
17 “Ballasted Log Jacks, Installed” per each, inclusive of any hauling required from
18 staging/stockpiling area to the project site.

19
20 **8-19.6 Testing**

21 The Contractor shall construct a minimum number of Ballasted Log Jacks as directed by the
22 Engineer for evaluation and/or testing prior to constructing the total contracted number of Ballasted
23 Log Jacks. The Contractor shall incorporate any design modifications provided by the Engineer and
24 shall not construct any additional Ballasted Log Jacks, other than those requested by the Engineer,
25 without written permission from the Engineer. Any costs incurred from constructing unauthorized
26 Ballasted Log Jacks, or from failure to incorporate requested modifications, shall be at the
27 Contractor’s expense. Contractor may submit design modifications for review and approval by the
28 Engineer and any modifications will be subject to testing and Engineer approval. Payment for
29 modifications provided by or approved by the Engineer shall be made under Bid Item “Miscellaneous
30 Site Work”.

31 Add the following new section:

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

33 **8-26 Fish Exclusion and Management**

34
35 **8-26.3 Construction Requirements**

1 (*****)

2 Section 8-26.3 is supplemented with the following:

3
4 The Contractor will be required to place a Bubble curtain as described in the Contract Plans.
5 The Contractor shall install the Contracting Agency provided Bubble curtain that will meet
6 the flow rate needed to provide the protection as described in the permitting documents and
7 the Contract Plans. The Contractor shall provide a Compressor (100 PSI, 240-320 CFM)
8 for the bubble curtain and maintain it during the in water work. A drawing of the curtain
9 location is shown in Appendix F.

10
11 All work in and adjacent to the stream shall be accomplished in strict accordance with the
12 requirements of the WDFW HPA. This work also consists of adjustments to the location of
13 the bubble curtain as deemed necessary by the Contractor to complete the project and
14 comply with all environmental regulations, permits, specifications and special provisions for
15 this project.

16
17 Fish rescue shall be conducted within the zone of isolation. All fish shall be transferred
18 downstream of the project site using Washington State Department of Transportation
19 (WSDOT) fish exclusion protocols. Fish shall be removed from the project area using
20 multiple passes with a seine net prior to electrofishing.

21
22 Electrofishing is deemed necessary and shall occur during the coolest time of the day.
23 Electrofishing will not occur when water appears turbid, e.g. when objects are not visible at
24 a depth of 12 inches. The Contractor shall submit a plan to show how fish removal will
25 occur by a qualified person certified to perform the electrofishing. All fish rescued will be
26 identified, enumerated, and transferred downstream of the project site.

27
28 Any fish stranded in the construction area shall be safely moved to the flowing stream.

29 **8-26.4 Measurement**

30 (*****)

31 Section 8-26.4 is supplemented with the following:

32
33 The unit bid price per Lump Sum (L.S.) for "Fish Exclusion and Management" shall include
34 furnishing compressor and supply hose, installation, maintenance, fish removal/exclusion, repair,
35 and removal including all incidentals for anchoring, equipment, and labor. The Contractor is
36 responsible for all incidentals needed to place the bubble curtain and perform the work as described
37 within the limitations as described in the permit documents, the Special Provisions, and the Contract
38 Plans.

39
40
41 Add the following new section:

42 (*****)

43 **8-27 Miscellaneous Site Work**

44 **8-27.1 Description**

45
46 This item consists of all unanticipated site work or minor changes at the direction of the
47 Engineer. It may include: (1) TESC measures, (2) site preparation, including tree trimming and
48 other work that does not require earth disturbance, and (3) any work required to meet permit
49 conditions not included in these bid documents and not already included in other bid items.
50
51

1 Agreements for additional work or changes shall be documented by signature of the Contractor,
2 or notation of verbal agreement.

3 4 **8-27.2 Payment**

5
6 Payment will be made for the following Bid Item when it is included in the Proposal:

7
8 "Miscellaneous Site Work", by force account.

9
10 All costs incurred in connection with Miscellaneous Site Work shall be paid on a Force Account
11 basis according to the provisions of Section 1-09.6 of the Standard Specifications. For the
12 purpose of providing a common Proposal for all Bidders, the County has entered an amount for
13 "Miscellaneous Site Work" in the Proposal to become a part of the total Bid by the Contractor.

14 15 **POWER EQUIPMENT**

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

17
18 The successful bidder will be required to furnish the County a list of all equipment that they
19 anticipate utilizing on this project.

20
21 The bidder's attention is directed to the attached Power Equipment Form, which the successful
22 bidder will be required to complete and return with the contract documents. This information will
23 enable hourly rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for
24 Construction Equipment". No payment for any force account work will be allowed until this form has
25 been returned and accepted by the County.

26 27 **E-VERIFY**

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

29
30 "Effective June 21st, 2010, all contracts with a value of \geq \$100,000 shall require that the awarded
31 contractor register with the Department of Homeland Security E-Verify program. Contractors shall
32 have sixty days after the execution of the contract to register and enter into a Memorandum of
33 Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After
34 completing the MOU the contractor shall have an additional sixty days to provide a written record on
35 the authorized employment status of their employees and those of any sub-contractor(s) currently
36 assigned to the contract. Employees hired during the execution of the contract and after submission
37 of the initial verification will be verified to the county within 30 days of hire, as reported from the E-
38 Verify program. The contractor will continue to update the County on all corrective actions required
39 and changes made during the performance of the contract."

40 41 42 **BOND**

43 **(*****)**

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

48 49 50 51 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

52 **(*****)**

Newaukum Valley Road MP 1.085 to MP 1.105
Bank Stabilization Project
Special Maintenance No. 90-21F400280109
FEMA Project No. PA-10WA-4593

1
2 On or before the 10th day of each calendar month during the term of this contract, the Contracting
3 Agency shall prepare monthly Progress Payments for work completed and material furnished. If the
4 Contractor agrees, the Contractor will approve the Progress Payment and return the estimate to the
5 Contracting Agency by the 20th day of that same calendar month. The Contracting Agency shall
6 prepare a voucher based upon the approved Progress Payment and payment based thereon shall
7 be due the Contractor near the 10th day of the next calendar month. Material Supply contracts
8 involving delivery of prefabricated material or stockpile material only (no physical work on
9 Contracting Agency property) may be reimbursed via Contractor generated invoices upon written
10 approval by the Engineer. Reimbursement by invoice shall not be subject to late charges listed on
11 the Contractor's standard invoice form.

12
13 When the Contractor reports the work is completed he/she shall then notify the Contracting Agency.
14 The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When
15 the Contracting Agency is satisfied the work has been completed in accordance with all plans and
16 specifications, the Contracting Agency shall then accept the work.

17
18 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final
19 Progress Payment and Final Contract Voucher for approval by the Contractor and processing for
20 final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final
21 Acceptance of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these
22 Special Provisions have been satisfied.

23
24
25 **APPENDICES**
26 (July 12, 1999)

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

29
30 ***** APPENDIX A:
31 Washington State Prevailing Wage Rates
32 Wage Rate Supplements
33 Wage Rate Benefit Codes
34 Federal Prevailing Wage Rates

35
36 APPENDIX B:
37 Federal Contract Provisions

38
39 APPENDIX C:
40 Bid Proposal Documents

41
42 APPENDIX D:
43 Contract Documents

44
45 APPENDIX E:
46 Permits

47
48 APPENDIX F:
49 Contract Plans
50 Traffic Control Plan *****

(January 13, 2021)

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

C-85.15

SECTION B detail, the callout reading "ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b", is revised to read "ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS".

SECTION B detail, the callout reading "ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b", is revised to read "ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS".

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-10.16

Key Note 14, reads:"Mounting Hole ~ See Standard Plan J-10.30 for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.17

Key Note 16, reads:"Mounting Hole ~ See Standard Plan J-10.?? for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.18

Key Note 12, reads:"Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

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 ~ □" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ □" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

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

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 □" 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 □" 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 □" 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 □" DIAM., is revised to read; CHASE NIPPLE ~ 1 □" (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 □" DIAM. is revised to read; CHASE NIPPLE ~ 1 □" (IN) DIAM.

J-28.60

Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

J-40.10

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

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

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

M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00...10/12/07
M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-02.....6/27/11
M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-02.....5/11/11
M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	

APPENDIX A

Washington State Prevailing 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: 7/1/2021

<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	\$70.79	<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	\$100.51	7D	4A		View
Lewis	Elevator Constructors	Mechanic In Charge	\$108.53	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	Journey Level	\$79.43	15H	11C		View
Lewis	Heating Equipment Mechanics	Journey Level	\$89.61	7E	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	\$76.78	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	7A	4V	8Y	View
Lewis	Laborers	Crusher Feeder	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Curing Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Ditch Digger	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Diver	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Drill Operator (Hydraulic, Diamond)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Dry Stack Walls	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Dump Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Epoxy Technician	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Erosion Control Worker	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Faller & Bucker Chain Saw	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Fine Graders	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Firewatch	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Form Setter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Gabian Basket Builders	\$52.39	7A	4V	8Y	View
Lewis	Laborers	General Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Grade Checker & Transit Person	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Grinders	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Grout Machine Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Guardrail Erector	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level A)	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level B)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level C)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	High Scaler	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Jackhammer	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Laserbeam Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Maintenance Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Manhole Builder-Mudman	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Material Yard Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Motorman-Dinky Locomotive	\$53.35	7A	4V	8Y	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	7A	4V	8Y	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	\$79.47	<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	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$70.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$70.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$69.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$69.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$72.63	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$66.30	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$71.20	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$69.87	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$71.93	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$72.63	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$70.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$71.93	<u>7A</u>	<u>3K</u>	<u>8X</u>	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	\$55.03	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	<u>5A</u>	<u>4A</u>		View
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$79.46	<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	\$37.53	<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	\$56.95	<u>5A</u>	<u>2O</u>		View

Lewis	Roofers	Using Irritable Bituminous Materials	\$59.95	5A	2O		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	\$51.91	5A	3J		View
Lewis	Solar Controls For Windows	Journey Level	\$13.69		1		View
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$66.01	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	\$37.40	5A	2B		View
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.04	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.22	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$35.34	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	7A	1K		View
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers	Asphalt Mix To 16 Yards	\$62.96	5D	4Y	8L	View
Lewis	Truck Drivers	Dump Truck	\$62.96	5D	4Y	8L	View
Lewis	Truck Drivers	Dump Truck & Trailer	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers	Other Trucks	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$63.80	5D	4Y	8L	View
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$13.69		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		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 3/3/2021 thru 8/31/2021

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.
- 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.
- 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.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double 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.

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.

- 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.

Overtime Codes Continued

4. 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.

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.

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.

Overtime Codes Continued

4. 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.
- 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.
- 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.
- 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.

Overtime Codes Continued

4. 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.

- 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.

- Z. 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.

11. 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. The first ten (10) hours worked on Saturday and all hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

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).
- 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).
- 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. 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).

Holiday Codes Continued

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

Holiday Codes Continued

7. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (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.
- 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.
- 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.
- 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.
- 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.

Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (8). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (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.

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.
- 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 02/26/2021

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
1	01/22/2021
2	02/12/2021
3	02/26/2021

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 06/01/2020

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

	Rates	Fringes
CARPENTER		
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
PILEDRIIVER, 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 PILEDRIIVERS

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 02/21/2021

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 66.90	3%+23.66
ELECTRICIAN.....	\$ 60.82	3%+23.66

 * ELEC0048-003 01/01/2021

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 50.35	25.48

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 01/01/2021

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 50.35	25.48

 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 Operatr (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; Rollerwoman (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 Vactor 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 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, 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

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 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, 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 RQUIPMENT 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 porjects 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 Feeder; 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); Guniting (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 air line).

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 Screed; 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 WAHAKIYAKUM 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

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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

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CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

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 06/01/2020

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
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

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

STATE AND FEDERAL LAWS TO BE OBSERVED

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

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

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

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

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

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

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

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

8. PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1). The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

9. SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794). The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

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

11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

12. EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.) The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative. The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.

13. EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq.) The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

14. THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.) The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

15. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.) The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

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

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

data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

18. THE ARCHAEOLOGICAL AND HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.). The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

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

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

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

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

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

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

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

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

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

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

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

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

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

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

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

APPENDIX C

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page

Local Agency Subcontractor List

Certification of Compliance with Wage Payment Statutes



Lewis County Department of Public Works

Josh 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 12:15 p.m. on **Thursday, July 16, 2021**, at the Lewis County Courthouse in Chehalis, Washington for the Newaukum Valley Road MP 1.085 to MP1.105 Bank Stabilization Project – Special Maintenance No. 90-21F400280109.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:15 P.M. on Thursday, July 16, 2021

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.
Bids submitted after 12:15 PM will not be considered for this project.)

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **12:15 P.M.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR THE NEWAUKUM VALLEY ROAD MP 1.085 TO MP 1.105 BANK STABILIZATION PROJECT – SPECIAL MAINTENANCE NO. 90-21F400280109, TO BE OPENED ON OR AFTER 12:15 P.M. ON THURSDAY, JULY 16, 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 contract bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

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

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

PROPOSAL

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

This certifies that the undersigned has examined the location of the Newaukum Valley Road MP 1.085 to MP 1.105 Bank Stabilization Project - Special Maintenance No.90-21F400280109, FEMA Project No. PA-10WA-4593, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

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

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	MOBILIZATION	LUMP SUM	\$
2	1 L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	\$
3	1 L.S.	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$
4	132 S.F.	CONSTRUCTION SIGNS CLASS A	\$	\$
5	45 EACH	BALLASTED LOG JACKS, INSTALLED	\$	\$
6	1 L.S.	FISH EXCLUSION AND MANAGEMENT	LUMP SUM	\$
7	1 EST.	MISCELLANEOUS SITE WORK	ESTIMATED	\$50,000.00
8	1 L.S.	TRIMMING AND CLEANUP	LUMP SUM	\$
9	1 L.S.	SPCC PLAN	LUMP SUM	\$
			TOTAL BID	\$

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

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

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

CASH IN THE AMOUNT OF _____

CASHIER'S CHECK _____ DOLLARS

CERTIFIED CHECK (\$ _____) PAYABLE TO THE LEWIS COUNTY TREASURER

PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

** Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

Telephone No.

State of Washington Contractor's License No.

Unified Business Identifier (U.B.I.) No.

Federal ID No.

Note:

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

*Attach Power of Attorney

Lewis County Public Works
Local Agency Address
2025 NE Kresky Ave. Chehalis, WA 98532

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Newaukum Valley Road MP 1.085 to MP 1.105 Bank Stabilization Project

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A
Revised 06/2020



Lewis County Department of Public Works

Josh Metcalf, PE, Director

Tim Fife, PE, County Engineer

Certification of Compliance with Wage Payment Statutes

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

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

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

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

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

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

APPENDIX D

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 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 *** Newaukum Valley Road MP 1.085 to MP 1.105 by repairing scour areas with ballasted log jacks, bank stabilization, traffic control, *** 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.

APPROVED AS TO FORM:

Dated: _____, 2021

JONATHAN L. MEYER, Prosecuting Attorney

By: _____

Surety

By: _____

Civil Deputy

By: _____

Attorney-in-fact

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as 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. **Special Maintenance No. 90-21F400280109, FEMA Project No. PA-10WA-4593**, 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 **Newaukum Valley Road MP 1.085 to MP 1.105 Bank Stabilization 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. **Special Maintenance No. 90-21F400280109, FEMA Project No. PA-10WA-4593**, between the below-named Contractor and County for the **Newaukum Valley Road MP 1.085 to MP 1.105 Bank Stabilization Project**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

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

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

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
(Signature of Attorney-in-Fact)

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

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

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____)
COUNTY OF _____)

ss: **ACKNOWLEDGMENT FOR CONTRACTOR**

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

(Signature of Notary Public) (Print or type name of Notary Public)
Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

STATE OF _____)
COUNTY OF _____)

ss: **ACKNOWLEDGMENT FOR SURETY**

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

(Signature of Notary Public) (Print or type name of Notary Public)
Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

POWER EQUIPMENT LIST

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

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

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

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

APPENDIX E

PERMITS:

Note: Any Permits not attached as listed in the Special Provisions shall be posted on Lewis County Web Site as Additional Information as they become available from the permitting agencies. The Addition Information will NOT be part of any Addendums that may arise.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 15, 2021
Project End Date: August 13, 2021

Permit Number: 2021-5-28+01
FPA/Public Notice Number: N/A
Application ID: 25307

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

Project Name: Newaukum Valley Rd MP 1.085-1.105 Bank Stabilization - SM21F400280109

Project Description: Lewis County is anticipated to receive funds from the Federal Emergency Management Agency (FEMA) to install bank stabilization measures to restore the portion of the bank that was eroded out in the January 2021 flood event. The proposed project includes the installation of approximately 250 linear feet of bank protection. The proposed bank protection structure would consist of approximately 100 ballasted log jacks. These structures are single units consisting of six log members connected at the ends to form a pyramid shaped structure that is ballasted by a chain attached boulder and lined with conifers.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project on June 10, 2021 and you must complete the project by October 31, 2021. Provided: All work in the wetted channel is to be completed by September 15, 2021. Work above the wetted channel may continue to October 31, 2021.
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** 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>.

NOTIFICATION REQUIREMENTS

- 4. PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
- 5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and



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Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

6. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
7. Use existing roadways or travel paths.
8. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.
9. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.
10. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
11. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION MATERIALS

12. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
13. Angular rock, the rock must be large enough and installed to withstand the 100-year peak flow.

IN-WATER WORK AREA ISOLATION USING BLOCK NETS OR BUBBLE TUBING/ AIR CURTAIN.

14. To keep fish out of the job site, leave block nets or bubble tubing in place until the work is complete and conditions are suitable for fish.
15. Check block nets OR bubble tubing at least three times a day for entangled fish and accumulated debris or fish exclusion effectiveness.

IN-WATER WORK WITHOUT A BYPASS OR COFFERDAM

16. This Hydraulic Project Approval does not require the use of a cofferdam, bypass, or similar structure to separate the work area from waters of the state.
17. A temporary bypass is not required when the following circumstances exist, provided you can comply with the Hydraulic Project Approval provisions:
 - a) When installing a coffer dam, bypass or similar structure would cause greater impacts to fish life than it would prevent;
 - b) When the work area is in deep or swiftly flowing water;
 - c) When turbidity is not a concern (i.e. the stream is dry, very slow flow);
 - d) When fish can be excluded by nets or screens; or
 - e) When fish are not present.

STREAM BANK PROTECTION

18. The length of the bank protection must not exceed 250 feet.
19. Establish the waterward distance of the structure from a permanent benchmark(s) (fixed objects) shown on the



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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.

- 20. Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.
- 21. Bury the base of the structure deep enough to prevent undermining.
- 22. Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).
- 23. Do not release overburden material into the waters of the state when resloping the bank.

DEMOBILIZATION AND CLEANUP

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

LOCATION #1:		Site Name: Newaukum Valley Road MP 1.085 to 1.105 2025 NE Kresky Ave, Chehalis, WA 98532				
WORK START:		June 1, 2021		WORK END:		October 31, 2021
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
23 - Upper Chehalis - Upstream of Porter		Newaukum River			Chehalis River	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SE 1/4	16	13 N	02 W	46.607633	-122.931205	Lewis
<u>Location #1 Driving Directions</u>						
From I-5 take exit 74 west toward Labree Rd; continue onto Labree Rd. Follow Labree Rd for approximately 0.5 mile then turn right to stay on Labree Rd. Follow for 0.6 miles until Labree Rd turns into Newaukum Valley Rd. Follow for 1.085 and you will reach the destination.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.



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Application ID: 25307

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

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

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

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

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

APPEALS INFORMATION



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 15, 2021

Permit Number: 2021-5-28+01

Project End Date: August 13, 2021

FPA/Public Notice Number: N/A

Application ID: 25307

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

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

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

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

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

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



HYDRAULIC PROJECT APPROVAL

Washington Department of
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PO Box 43234
Olympia, WA 98504-3234
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Issued Date: June 15, 2021
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Permit Number: 2021-5-28+01
FPA/Public Notice Number: N/A
Application ID: 25307

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

A handwritten signature in black ink that reads "Scott Brummer".

for Director
WDFW



Community Development

2025 NE Kresky Avenue
Chehalis WA 98532

June 15, 2021

Public Works (Ann Weckback)
2025 NE Kresky Avenue
Chehalis, WA 98532

RE: SHE21-0022

Dear Public Works (Ann Weckback),

Enclosed is the Letter of Shoreline Exemption for the proposed project located in the shoreline jurisdiction. This Letter of Shoreline Exemption covers only the proposed project identified on the approved site plan in relation to the requirements for a Shoreline Substantial Development Permit. All other relevant regulatory requirements described in WAC 173-27-040 may still apply. This project has been reviewed under the 2017 Lewis County Shoreline Master Program. Future projects are required to be reviewed and meet the applicable regulatory requirements.

Sincerely,

Karen Witherspoon

Karen Witherspoon
Planner

Enclosed: Letter of Shoreline Exemption

Lewis County

Letter of Shoreline Exemption



Community Development • 2025 NE Kresky Ave, Chehalis, WA 98532 • Phone: (360) 740-1146

To: Public Works (Ann Weckback)
2025 NE Kresky Avenue
Chehalis, WA 98532

Re: SHE21-0022 - Letter of Exemption from Shoreline Substantial Development Permit Requirements

The proposed development described below is located within the shoreline jurisdiction and/or its associated wetlands. The proposal is determined to be exempt from the requirement of a Shoreline Substantial Development Permit.

The proposed development was reviewed under the November 2017 Lewis County Shoreline Master Program and is consistent with RCW 90.58, WAC 173-27 and the Lewis County Shoreline Master Program.

Findings and Conclusions

Project Information

Project Description: Emergency Action - Newaukum Valley Road Bank Stabilization - MP 1.085 to MP 1.105

Shoreline Information

Stream Name: Newaukum river
This water body is not designated as Shoreline of State Wide Significance (SMP 1.06)

Shoreline Environment: Rural Conservancy Environment (SMP 3.01.04)

Exemption: WAC 173-27-040 (2)(d)

Shoreline Use: Transportation Facilities Expansion of roads within existing right-of-way) (SMP

Permitted Use (SMP Table 5-1): Yes, the use is permitted

Public access required: No public access is required per SMP 4.06.02.B10

Ecological Function

Standard Shoreline Buffer (SMP Table 4-1): 0 feet

Standard Buffer Category (SMP Table 4-1): Transportation Facilities Expansion of roads within existing right-of-way)

Proposed Setback: 0 buffer within ROW
The proposal meets the required vegetated Shoreline Buffer. All Structures are setback an additional 15 feet per SMP 4.04.02B9

Master Site Review #: MSR21-0453
The Master Site Review conducts a critical area review based on the applicable critical areas ordinance

Additional Reports: None

For compliance with SMP 4.05 Flood Hazard Management, is the project in the following:

- No Yes The Flood Zone A, the 100 year floodplain (FD21-00039)
- No Yes The Floodway
- No Yes The Channel Migration Zone
- No Yes SMP Flood Course

**LEWIS COUNTY
PLANNING REVIEW – MASTER SITE REVIEW**

Parcel No.: Within County Road Right of Way

Status: **APPROVED**
Applicant: LEWIS COUNTY PUBLIC WORKS
Review #: MSR21-0453
Application #: SHE21-0022, FD21-00039 & G21-00017
Project: Newaukum Valley Road Bank Stabilization MP 1.085 to 1.105 – Emergency Action
Date: 06/15/2021

CONDITIONS OF DEVELOPMENT

Based upon review of the Lewis County Code Titles 15, 16 & 17, the following conditions apply to your project:

1. The applicant shall meet the minimum requirements of LCC Chapter 15.45, erosion and sediment control.
2. The applicant shall obtain all other required local, state and federal permits and approvals.
3. This project is located in Flood Zone A, 100-year floodplain and in Flood Zone C, typically areas of minimal flooding. Development in these areas shall be consistent with the Lewis County Flood Damage Prevention Ordinance LCC 15.35. FD21-00039 was submitted for this project.
4. The project is located within the jurisdiction of the Shoreline Management Act. Activities and development in that jurisdiction shall comply with the Lewis County Shoreline Master Program, LCC 17.25. SHE21-0022 was submitted for emergency construction and will be followed with an As-Built drawing set and shoreline substantial development permit application.

Karen Witherspoon

Karen Witherspoon, AICP
Senior Project Planner

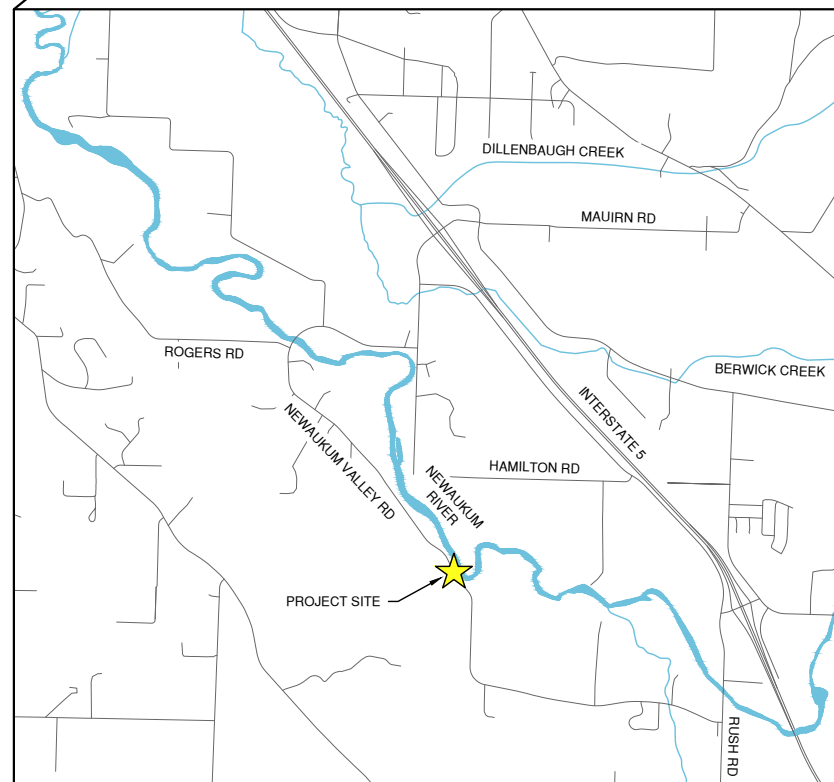
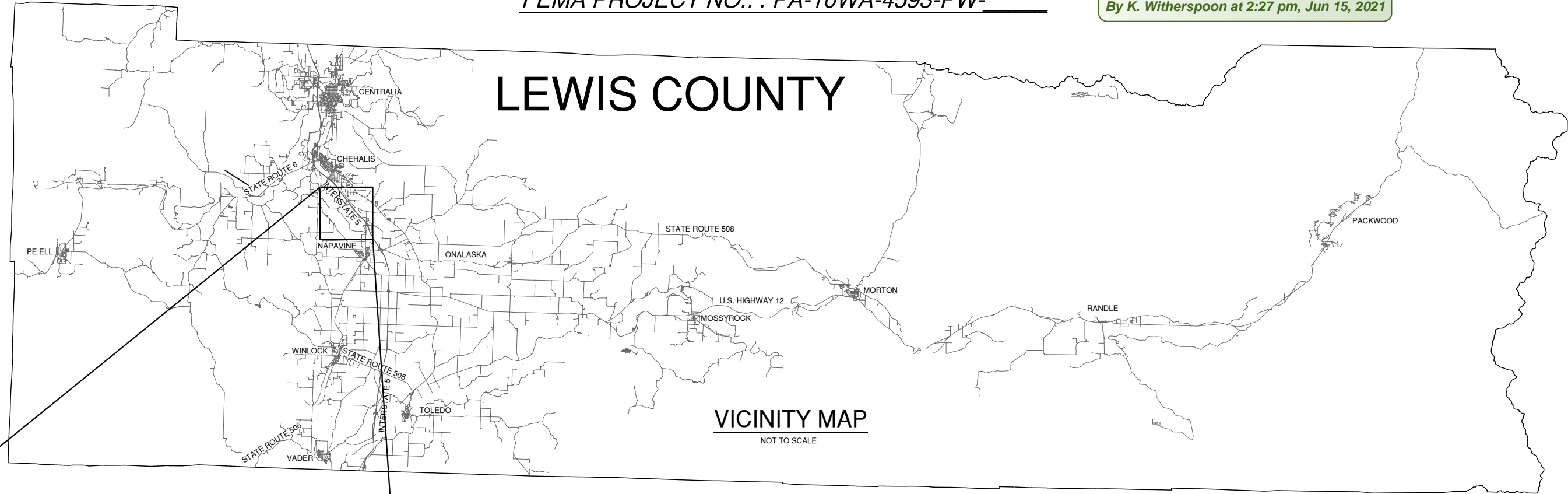
NEWAUKUM VALLEY ROAD MP 1.085 TO MP 1.105 BANK STABILIZATION

SPECIAL MAINTENANCE NO.: 90-21F400280109
FEMA PROJECT NO.: PA-10WA-4593-PW-

APPROVED

By K. Witherspoon at 2:27 pm, Jun 15, 2021

MSR21-0453 & SHE21-0022



*LEWIS COUNTY
 DEPARTMENT OF PUBLIC WORKS*

APPROVED FOR CONSTRUCTION:

 County Engineer

 Date

COMMISSIONERS:
 SEAN SWOPE, DISTRICT 1
 LINDSEY POLLOCK, DISTRICT 2
 GARY STAMPER, DISTRICT 3



**ENGINEERING-
 DESIGN SECTION**

SHEET INDEX	
NO.	DESCRIPTION
1	TITLE SHEET
2	LEGEND AND NOTES
3	EXISTING CONDITIONS
4	BANK PROTECTION PLAN
5	SECTIONS
6	BALLASTED LOG JACK DETAILS
7	BALLASTED LOG JACK DETAILS

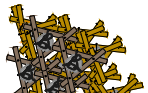
PROJECT DETAILS
 USACE REF NO.: NWP-2021-_____
 ADDRESS: NEWAUKUM RD MP 1.085 TO MP 1.105
 APPLICANT: LEWIS COUNTY PUBLIC WORKS
 LAT/LONG: 46° 36' 24.4", -122° 55' 50.1"
 WATERBODY: NEWAUKUM RIVER
 NEAR (CITY): CHEHALIS
 COUNTY: LEWIS COUNTY
 STATE: WASHINGTON
 DISASTER NO.: DR 4593. 2021 FLOOD
 DATE REVISED: 5/28/2021

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

EXISTING LEGEND

- PARCEL AND R.O.W. BOUNDARY
- APN 01793900000 MAUEL, RONALD L. PARCEL NUMBER
- EXISTING FENCE
- 200----- EXISTING MAJOR CONTOUR
- 201----- EXISTING MINOR CONTOUR
- OHW--- EXISTING ORDINARY HIGH WATER LINE*
- OHW DNR--- EXISTING DNR ORDINARY HIGH WATER LINE**
- LWL--- SUMMER LOW WATER LEVEL
- TOB--- PRE-EROSION TOP OF BANK
- BOB--- PRE-EROSION BOTTOM OF BANK
- ~~~~~ EDGE OF VEGETATION
- TPHONE--- EXISTING TELEPHONE
- OHU--- EXISTING OVERHEAD UTILITY
- EXISTING LARGE TREE

PROPOSED LEGEND

- ▨ REMOVE/REPLACE 0.15' WEARING SURFACE WITH BST
- 200----- PROPOSED MAJOR CONTOUR (5 FT)
- 201----- PROPOSED MINOR CONTOUR (1 FT)
- DROP NET FOR FISH EXCLUSION
-  BALLASTED LOG JACK STRUCTURES

ABBREVIATIONS

- | | | | |
|-----------|---------------------------|-------|---|
| ~/APPROX. | APPROXIMATE | NA | NOT APPLICABLE |
| AVG | AVERAGE | NO | NUMBER |
| BMP | BEST MANAGEMENT PRACTICE | NTS | NOT TO SCALE |
| BRJ | BANK ROUGHENING JAM | OC | ON CENTER |
| CF | CUBIC FEET | OHW | ORDINARY HIGH WATER |
| CFS | CUBIC FEET PER SECOND | PL | PROPERTY LINE |
| CP | CONTROL POINT | PLS | PROFESSIONAL LAND SURVEYOR |
| CY | CUBIC YARDS | PR | PROPOSED |
| DBH | DIAMETER AT BREAST HEIGHT | PSF | POUNDS PER SQUARE FOOT |
| DET | DETAIL | ROW | RIGHT OF WAY |
| DIA | DIAMETER | STA | STATION |
| EL. | ELEVATION | SY | SQUARE YARD |
| ELJ | ENGINEERED LOG JAM | TEMP | TEMPORARY |
| EOP | EDGE OF PAVEMENT | TESC | TEMPORARY EROSION AND SEDIMENT CONTROL |
| EX/EXIST | EXISTING | TOT | TOTAL |
| FT | FEET | TYP | TYPICAL |
| HORIZ | HORIZONTAL | VAR | VARIES |
| HVF | HIGH VISIBILITY FENCE | VERT | VERTICAL |
| IE | INVERT ELEVATION | WDFW | WASHINGTON DEPARTMENT OF FISH AND WILDLIFE |
| IN | INCHES | WET | WETLAND |
| LOD | LIMIT OF DISTURBANCE | WQSS | WATER QUALITY STANDARDS |
| LF | LINEAR FEET | WQPMP | WATER QUALITY PROTECTION AND MONITORING PLAN |
| LWL | LOW WATER LEVEL | WSDOT | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION |
| MAX | MAXIMUM | WSE | WATER SURFACE ELEVATION |
| MIN | MINIMUM | ∅ | DIAMETER |

* OHW BASED ON THE 1.5-YEAR EVENT

**DNR OHW DETERMINED BY LEWIS COUNTY SURVEY, PER RICK SCHWARTZ, DNR AQUATIC LANDS MANAGER. A RIGHT-OF ENTRY FOR AQUATIC LANDS WILL BE NEEDED FROM DNR TO WORK WITHIN AQUATIC LANDS.



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

DESIGNED BY : JML/JSP
DRAWN BY : KMK
CHECKED BY : JML
DATE : 5/28/2021

NO.	DATE	REVISION	BY	APP.

**Newaukum Valley Road
MP 1.085 to MP 1.105**

COUNTY PROJECT NO:
90-21F400280109

LEGEND AND NOTES

SHEET
2
OF
7



CALL 48 HOURS BEFORE YOU DIG
1-800-424-5555
"It's the Law"
Utilities Underground Location Center



nhc
Northwest Hydraulic Consultants
12787 Gateway Drive S.
Seattle, WA 98168
Phone: 206-241-6000

**PRELIMINARY
NOT FOR
CONSTRUCTION**



SURVEY NOTES

- BEARINGS ARE BASED ON NAD 83/91 (WASHINGTON STATE PLANE GRID, SOUTH ZONE) HORIZONTAL CONTROL FOR PROJECT WAS DERIVED FROM RTK METHOD FOR PROJECT AND SECTION CORNER CONTROL.
- COMBINED SCALE FACTOR IS 1.000093329 AT GPS POINT (CHE-02) TO OBTAIN A GRID COORDINATE DIVIDE THE NORTHING BY THIS SCALE FACTOR AND DIVIDE THE EASTING BY THIS SCALE FACTOR, THIS WILL GIVE YOU A WASHINGTON STATE PLANE GRID COORDINATE.
- ELEVATIONS ARE BASED ON NAVD '88, PER RTK OBSERVATIONS
- FOR INSERTING GEO REFERENCE DATA, TRANSLATE N65°15'47"E DIST 105.774 AT (CONTROL POINT #1405) TO MATCH OUR GROUND DATA.
- TOPOGRAPHIC DATA AT AND LANDWARD OF THE NEWAUKUM RIVER'S EDGE OF WATER WAS COLLECTED BY LEWIS COUNTY ON 3/29/21. BATHYMETRIC DATA WITHIN THE NEWAUKUM RIVER WETTED CHANNEL WAS COLLECTED BY NORTHWEST HYDRAULIC CONSULTANTS, INC. ON 3/30/2021 AND 4/2/2021.

Lewis County
 Department of Public Works
 2025 N. E. KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
 FAX # (360) 740-2719

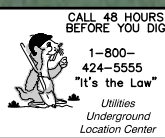
DESIGNED BY: JML/JSP
 DRAWN BY: KMK
 CHECKED BY: JML
 DATE: 5/28/2021

NO.	DATE	REVISION	BY	APP.

Newaukum Valley Road
 MP 1.085 to MP 1.105

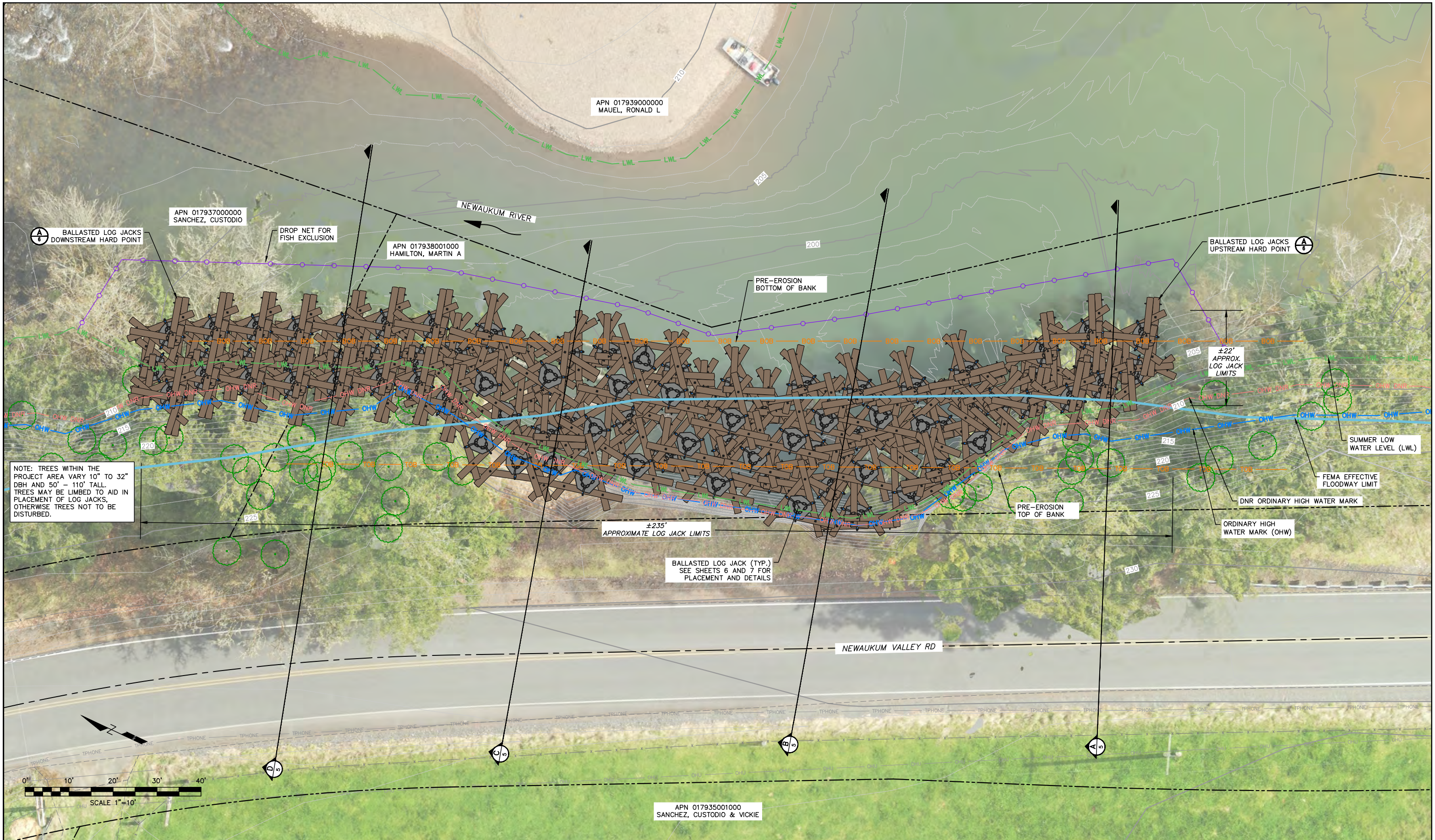
COUNTY PROJECT NO:
 90-21F400280109
 EXISTING CONDITIONS

SHEET
3
 OF
7

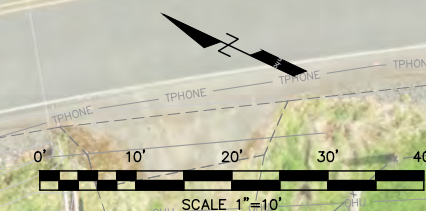


nhc
 Northwest Hydraulic Consultants
 12787 Gateway Drive S.
 Seattle, WA 98168
 Phone: 206-241-6000

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**



NOTE: TREES WITHIN THE PROJECT AREA VARY 10" TO 32" DBH AND 50' - 110' TALL. TREES MAY BE LIMBED TO AID IN PLACEMENT OF LOG JACKS, OTHERWISE TREES NOT TO BE DISTURBED.



Lewis County
 Department of Public Works
 2025 N. E. KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
 FAX # (360) 740-2719

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 DRAWN BY: KMK
 CHECKED BY: JML
 DATE: 5/28/2021

NO.	DATE	REVISION	BY	APP.

Newaukum Valley Road
 MP 1.085 to MP 1.105

COUNTY PROJECT NO:
 90-21F400280109
 BANK PROTECTION PLAN

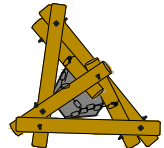
SHEET
4
 OF
7



nbc
 Northwest Hydraulic Consultants
 12787 Gateway Drive S.
 Seattle, WA 98168
 Phone: 206-241-6000

PRELIMINARY NOT FOR CONSTRUCTION

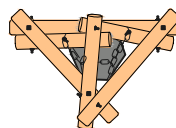
LEGEND



LOG JACK, ROTATED



LOG JACK, TYPICAL



LOG JACK, UPSIDE DOWN

ABOVE OHW:
 TOTAL BOULDER FILL: 100 CY
 TOTAL WOOD FILL: 197.5 CY

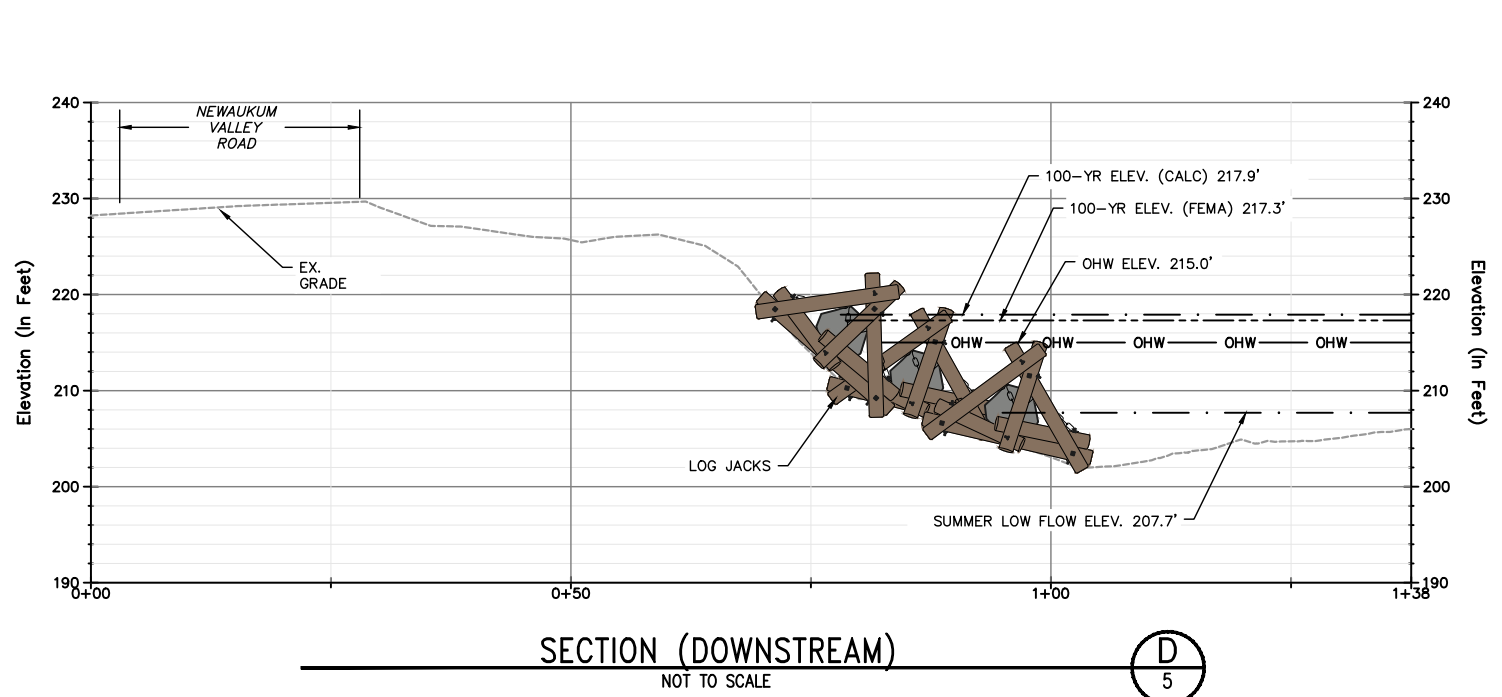
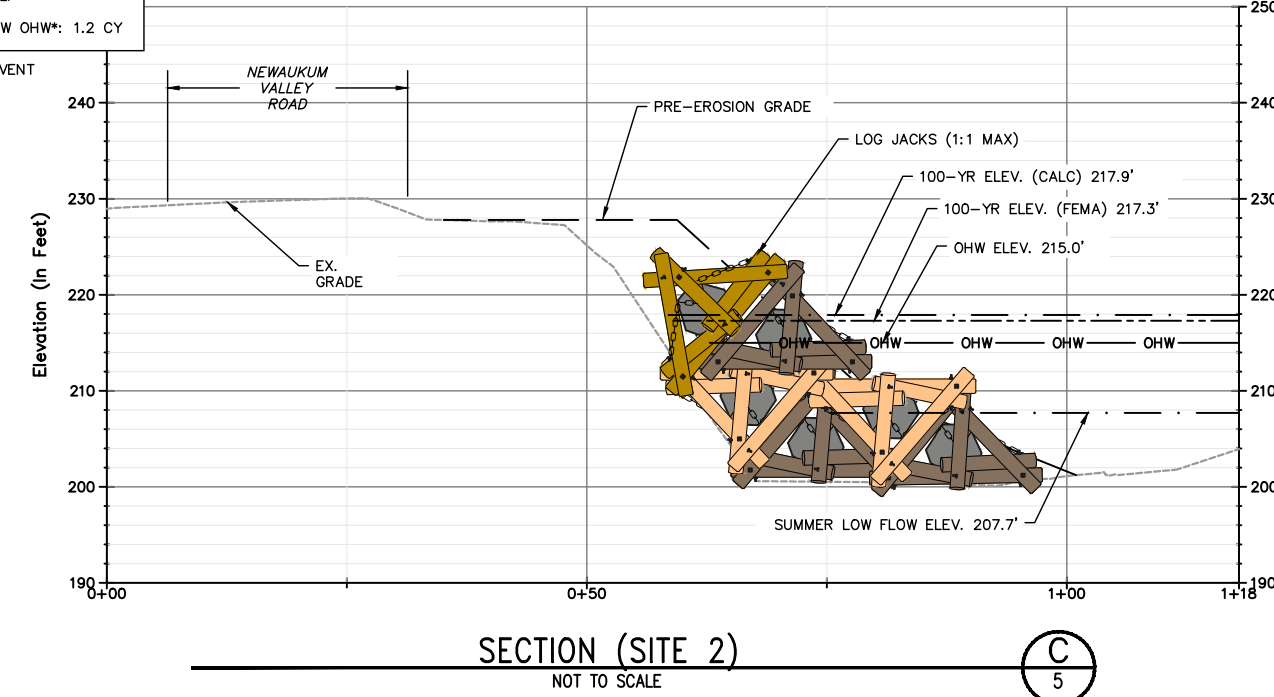
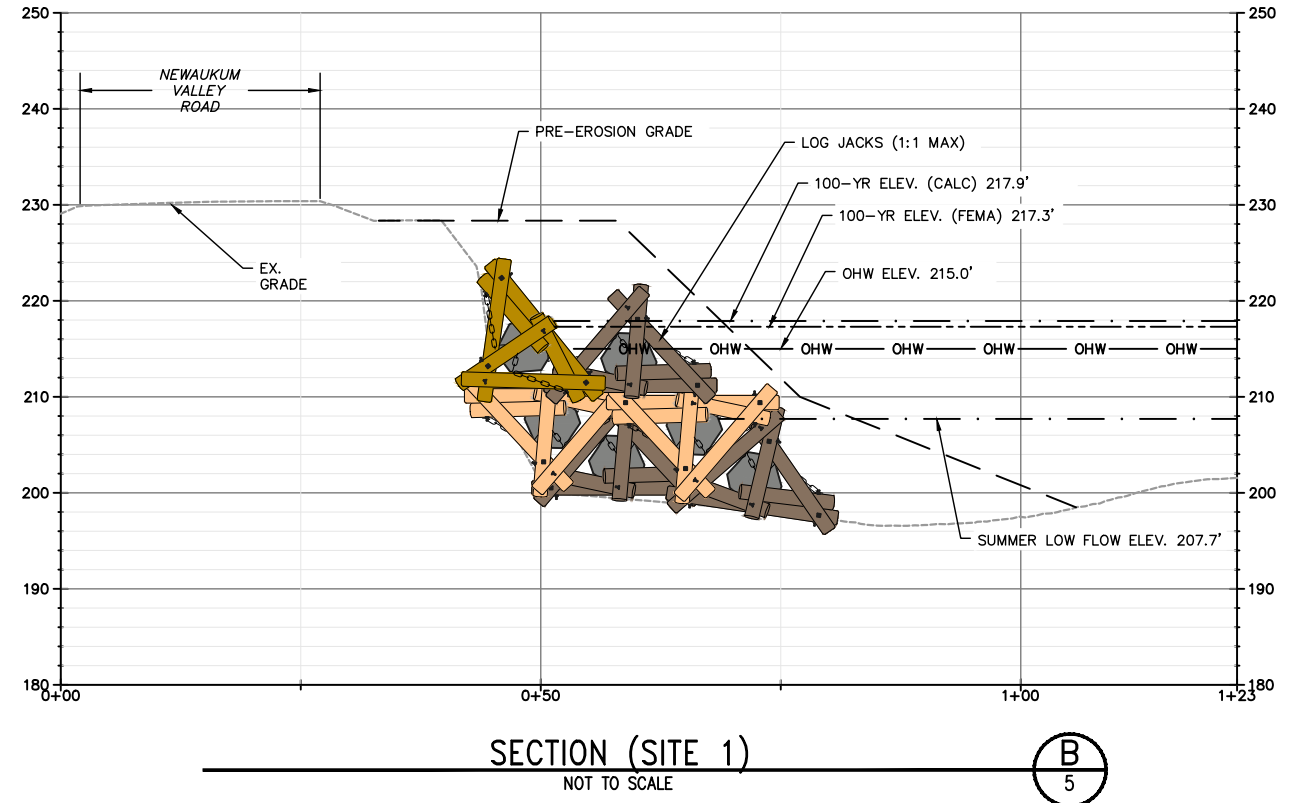
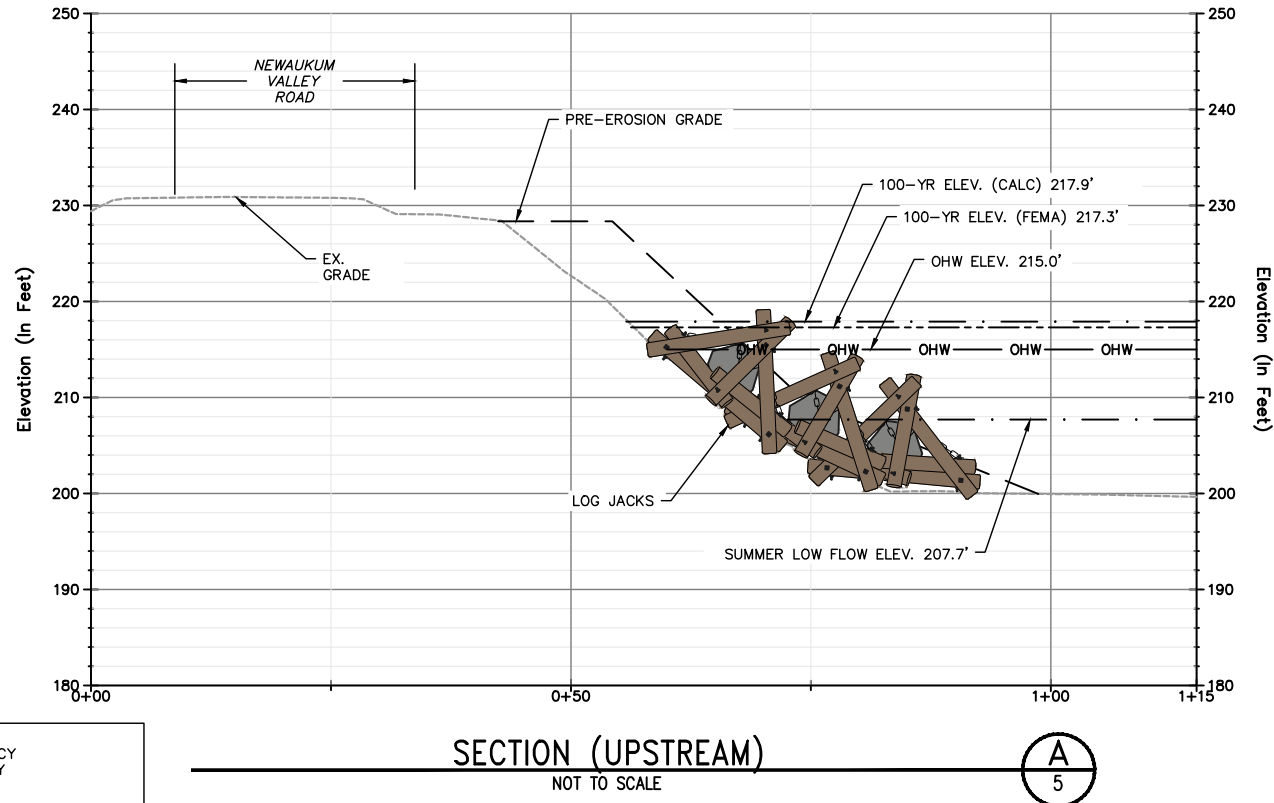
BELOW OHW:
 TOTAL BOULDER FILL: 300 CY
 TOTAL WOOD FILL: 592.5 CY

ABOVE 100-YEAR FLOODPLAIN:
 TOTAL BOULDER FILL: 80 CY
 TOTAL WOOD FILL: 140 CY

ABOVE OHW, BELOW 100-YEAR FLOODPLAIN:
 TOTAL BOULDER FILL: 20 CY
 TOTAL WOOD FILL: 57.5 CY

TOTAL BANK LENGTH: 250 LF
 BOULDER FILL PER LF BELOW OHW*: 1.2 CY

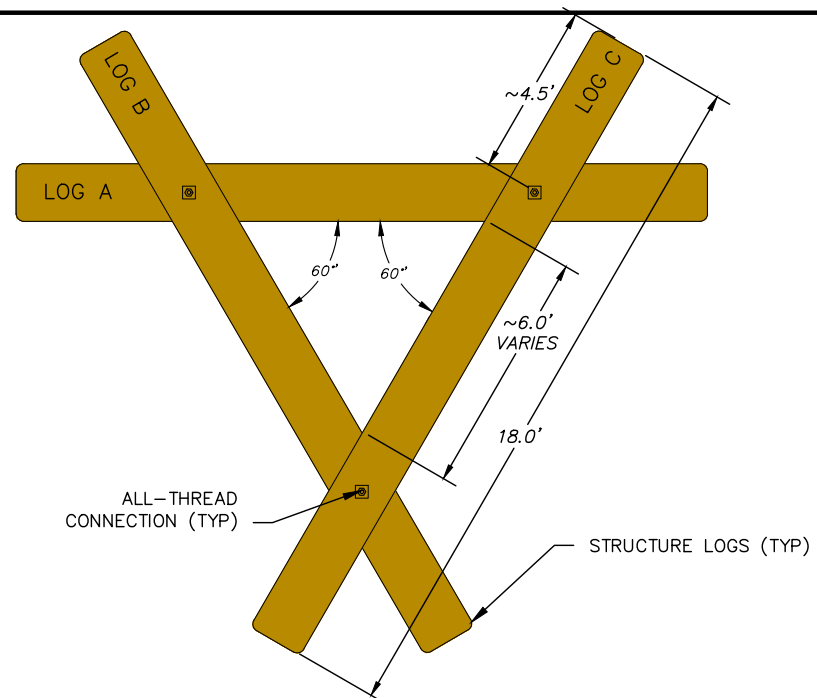
*OHW BASED ON 1.5-YR EVENT



NO.	DATE	REVISION	BY	APP.



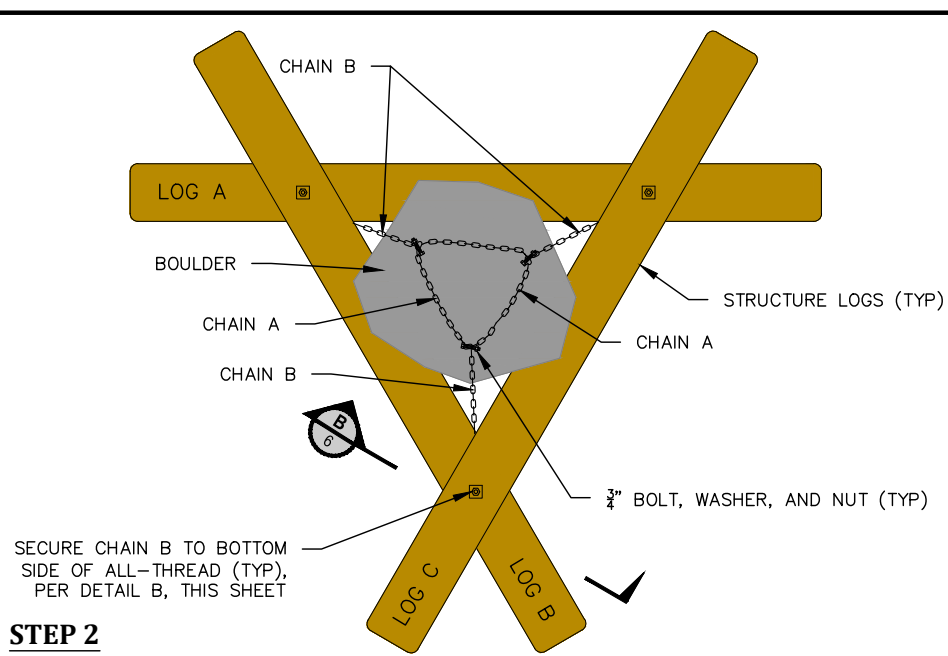
PRELIMINARY
 NOT FOR
 CONSTRUCTION



STEP 1

1. BUILD BASE TRIANGLE WITH LOGS A, B, & C OVERLAID AS SHOWN.
2. PLACE LOGS SO THAT BOULDER WILL REST ON ALL 3 LOGS AND WILL NOT FALL THROUGH THE OPENING.
3. DRILL AND BOLT LOGS TOGETHER WITH ALL-THREAD, NUTS, SHACKLES AND WASHERS PER DETAIL B, THIS SHEET.

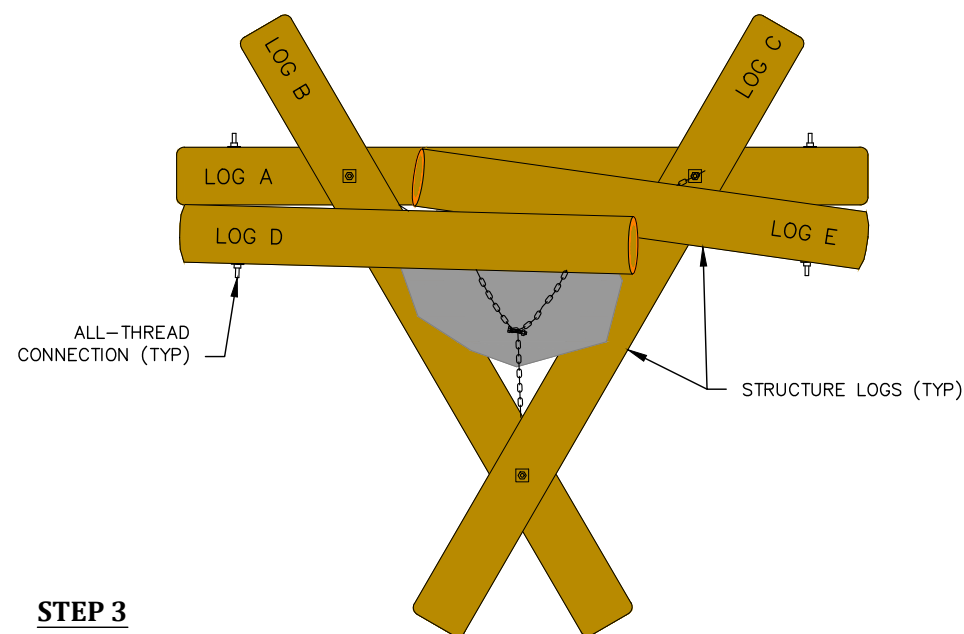
LOG JACK CONSTRUCTION SEQUENCE (STEPS 1-4) A
6
NOT TO SCALE



STEP 2

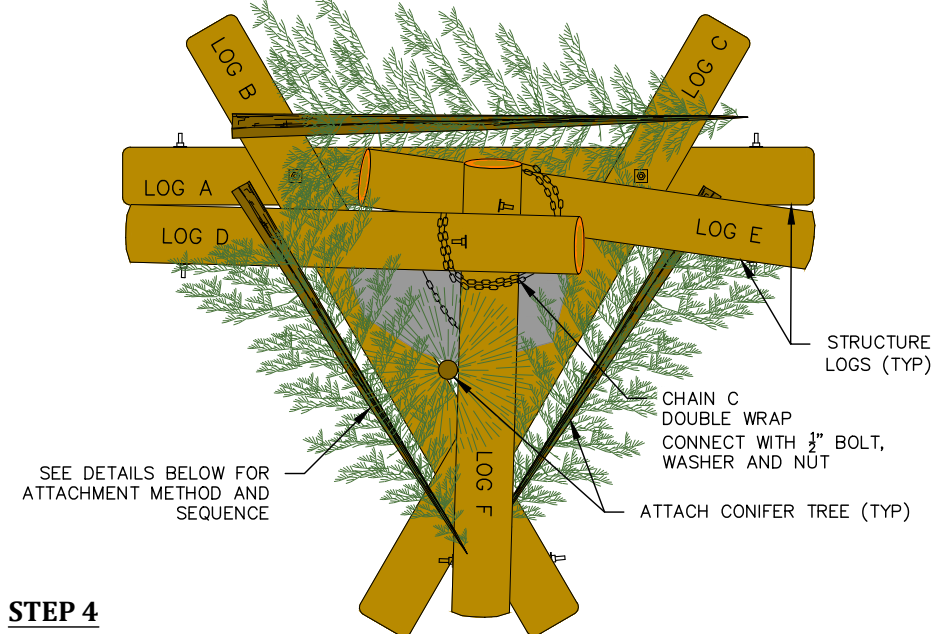
1. PLACE BOULDER ON LOG BASE TRIANGLE. ORIENT BOULDER SO IT RESTS SECURELY ON ALL THREE LOGS AND WILL NOT FALL THROUGH TRIANGULAR OPENING.
2. PLACE CHAIN A APPROXIMATELY 1/2 THE BOULDER DIAMETER OVER THE TOP CENTER OF THE BOULDER AND SECURE LOOSELY WITH (3) CHAIN B SEGMENTS.
3. EXTEND EACH CHAIN B SEGMENT TO BOTTOM OF BASE TRIANGLE AT THE ALL-THREAD LOG-LOG CONNECTIONS. ATTACH CHAIN B TO SHACKLE PER DETAIL B, THIS SHEET.
4. SECURE EACH CHAIN B SEGMENT TO CHAIN A AT CENTER OF BOULDER WITH 3/4" BOLTS. MECHANICALLY TENSION THE CHAIN TO SECURE THE BOULDER TO THE LOG BASE.
5. THE BOULDER SHOULD BE CINCHED SNUG AGAINST THE BASE TRIANGLE WITH NO PLAY, AND BOULDER MOVEMENT IN ANY DIRECTION SHOULD BE IMMEDIATELY RESISTED BY ONE OR MORE CHAINS.

STEP 2



STEP 3

1. PLACE LOG D SUCH THAT IT CONTACTS LOG A, THE TOP OF THE BOULDER, AND IF POSSIBLE LOG B, AND TEMPORARILY BIND IN PLACE.
2. PLACE LOG E SUCH THAT IT CONTACTS LOG A, THE TOP OF THE BOULDER, AND IF POSSIBLE LOG C, AND TEMPORARILY BIND IN PLACE.
3. ENSURE THE TOPS OF LOGS D AND E CROSS AND TOUCH ONE ANOTHER WITH AT LEAST 18" EXTENDING PAST THEIR CROSSING AND TEMPORARILY BIND IN PLACE.
4. CONNECT LOG D TO LOG A AND LOG E TO LOG A WITH ALL-THREAD, NUTS, AND WASHERS. CONNECTING LOG D TO LOG B AND/OR LOG E TO LOG C IS ACCEPTABLE WITH ENGINEER APPROVAL.

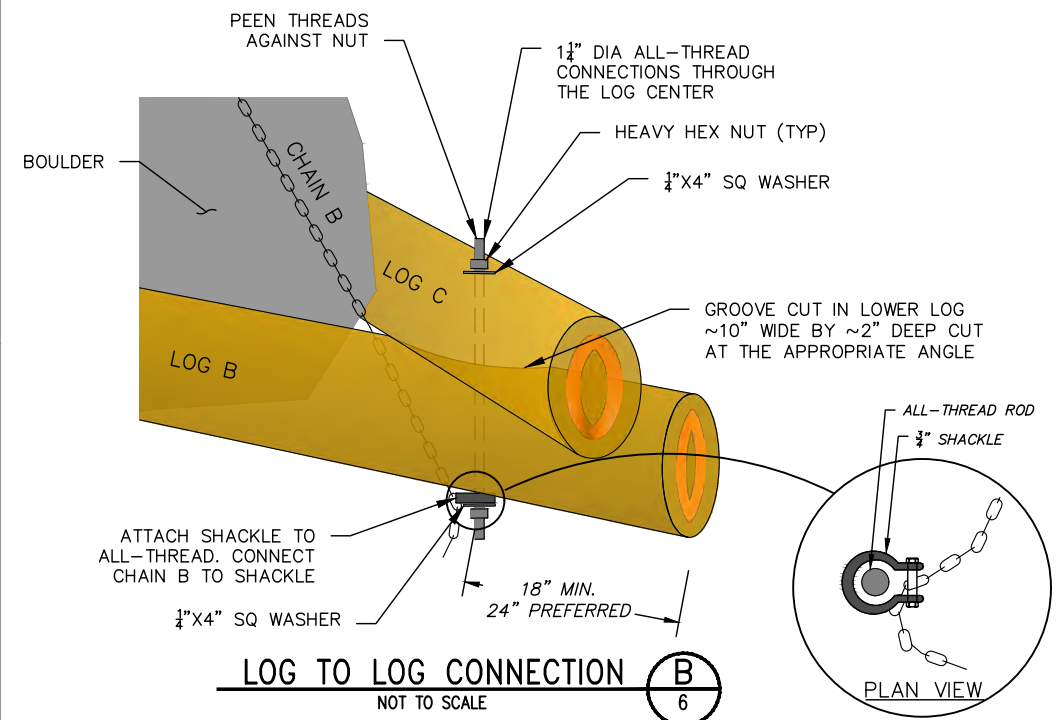


STEP 4

1. PLACE LOG F SUCH THAT IT CONTACTS LOGS B, D, E, AND IF POSSIBLE THE TOP OF THE BOULDER AND/OR LOG C.
2. CONNECT BOTTOM OF LOG F TO LOG B WITH ALL-THREAD, NUTS, AND WASHERS. CONNECTING LOG F TO LOG C IS ACCEPTABLE WITH ENGINEER APPROVAL.
3. DOUBLE-WRAP CHAIN AROUND THE LOG D-E-F CONNECTION, MECHANICALLY TENSION, AND SECURE WITH BOLT AND NUT. NO BARK ALLOWED UNDERNEATH THE CHAIN WRAP.
4. CONNECT TOP OF LOG F TO LOG D AND ALSO LOG E WITH ALL-THREAD, NUTS, AND WASHERS. CONNECTING LOG D TO LOG E INSTEAD OF A SECOND LOG F CONNECTION IS ACCEPTABLE WITH ENGINEER APPROVAL.
5. ATTACH ONE CONIFER TREE ALONG LOG A, ONE CONIFER TREE ALONG LOG B, AND ONE CONIFER TREE ALONG LOG C, AND ONE CONIFER TREE THROUGH CENTER OF THE 6-LOG JACK ABOVE THE BOULDER ALONG LOG D, LOG E, AND LOG F.
6. CONNECT CONIFER TREES TO LOGS AT BOTH ENDS OF TREE USING MANILA ROPE AND A DIAGONAL LASHING WITHOUT FRAPS.

GENERAL CONSTRUCTION NOTES

1. LOGS AND BOULDERS ARE NOT SYMMETRICAL AND HAVE NATURALLY OCCURRING VARIATIONS THAT NECESSITATE CUSTOM FITTING. THE CONTRACTOR WILL MODIFY THE LOG-TO-LOG AND LOG-TO-BOULDER CONNECTIONS SO THAT THE COMPLETED JACK IS A TIGHT AND COMPACT UNIT. THERE SHOULD BE NO PLAY IN THE LOG-TO-LOG CONNECTIONS. THE BOULDER SHOULD BE SECURELY CONTAINED WITHIN AND IN CONTACT WITH A MINIMUM OF 5 LOGS.
2. REMOVE ALL BARK BETWEEN LOG-TO-LOG CONNECTIONS.
3. FOR ALL LOG-TO-LOG CONNECTIONS, USE CHAINSAW LOG DEBARKER OR SIMILAR SO THAT ONE LOG NESTLES INTO THE OTHER. THE LOG-TO-LOG CONNECTION MUST NOT BE A SINGLE POINT OF CONTACT. A TYPICAL LOG NOTCH WILL BE ~10" WIDE BY ~2" DEEP CUT AT THE APPROPRIATE ANGLE.
4. ALL LOG-TO-LOG ALL-THREAD CONNECTIONS MUST BE MADE THROUGH THE CENTER OF THE LOG WITH A MINIMUM OF 18" BETWEEN THE ALL-THREAD AND THE LOG END.
5. FOR ALL LOG-TO-LOG CONNECTIONS, PEEN THE ALL-THREAD TO A DEPTH OF 1/2 THE THREAD DEPTH IN TWO OPPOSING LOCATIONS IMMEDIATELY AGAINST THE NUT. LEAVE NO MORE THAN 3" OF ALL-THREAD EXPOSED PAST THE NUT.
6. CHAIN SHOULD BE MECHANICALLY TENSIONED TO ~1/4 OF THE CHAIN WORKING LOAD.
7. FOR LOG JACKS PLACED UPSIDE DOWN, THE TOPS OF LOGS D, E, AND F SHOULD BE TRIMMED TO AN EVEN HEIGHT, LEAVING A MINIMUM OF 18" BEYOND THE CONNECTION POINTS.
8. COMPLETED LOG JACKS CAN BE TRIMMED DURING PLACEMENT TO FACILITATE FITTING THEM ADJACENT TO ONE ANOTHER, LEAVING A MINIMUM OF 18" BEYOND THE CONNECTION POINTS.

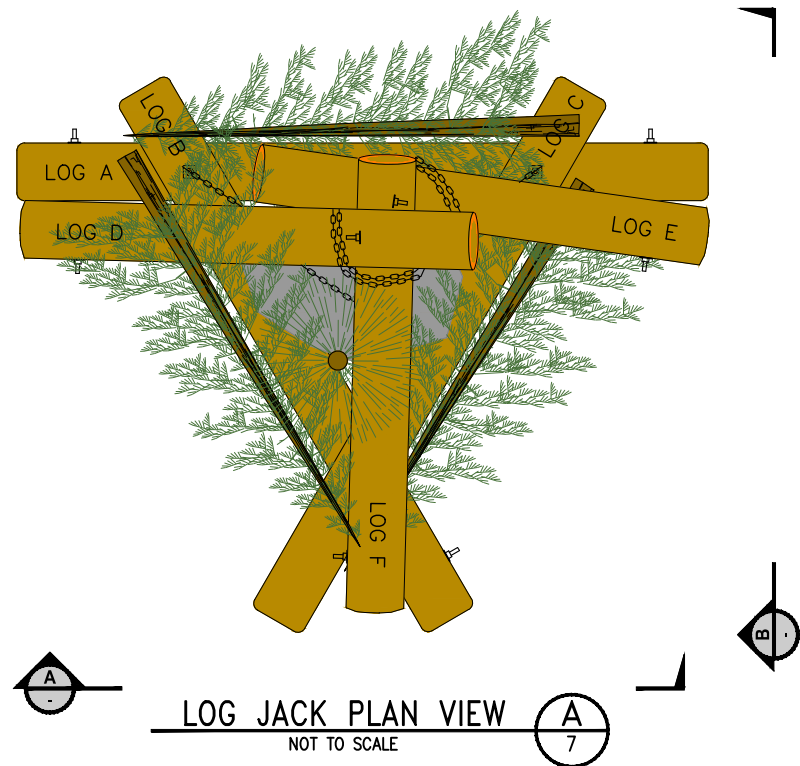


LOG TO LOG CONNECTION B
6
NOT TO SCALE

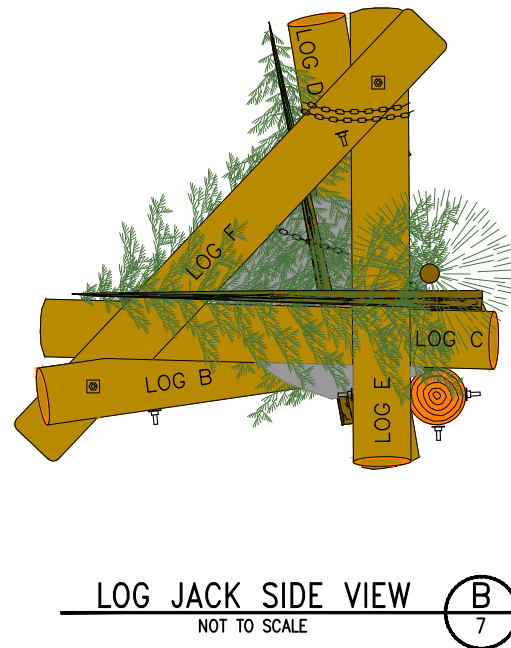
BALLASTED LOG JACK (SEE THIS SHEET) SCHEDULE PER UNIT				
MEMBER	QUANTITY	DIAMETER (IN)	LENGTH (FT)	DESCRIPTION*
STRUCTURE LOG	6	16 - 22	18	DOUGLAS FIR OR SITKA SPRUCE
CONIFER TREE	4	-	12-18	FIR, SPRUCE OR PINE
BALLAST BOULDER	1	N/A	N/A	WEIGHT 7.5 TON (MIN), 9 TON (MAX) EACH
All-THREAD	8	1.25	VARIES	ASTM A193 GRADE 55, PLAIN FINISH
CHAIN A/B	1	0.50	VARIES	GRADE 80 WELDED LONG LINK CHAIN
CHAIN C	1	0.375	VARIES	GRADE 43 WELDED SHORT LINK CHAIN
SHACKLE	3	0.75	-	BOLT TYPE SHACKLE, MIN. WLL 9,500 LBS

*SEE SPECIAL PROVISIONS FOR ADDITIONAL MATERIAL SPECIFICATIONS AND REQUIREMENTS.
GENERAL PLACEMENT: SEE SHEETS 4-5 FOR GENERAL LOCATION AND ELEVATION. PLACE LOGS AS DIRECTED BY THE ENGINEER. LAYOUT MAY VARY FROM THAT SHOWN IN PLANS

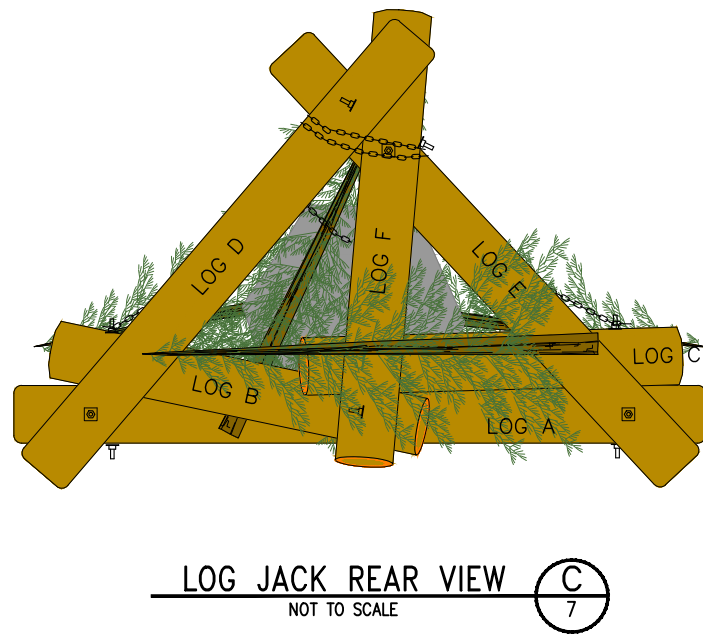
NO.	DATE	REVISION	BY	APP.



LOG JACK PLAN VIEW
NOT TO SCALE



LOG JACK SIDE VIEW
NOT TO SCALE



LOG JACK REAR VIEW
NOT TO SCALE



THE LOG JACK IN THE IMAGE ABOVE IS TYPICAL AND FOR ILLUSTRATION ONLY. DISCREPANCIES EXIST BETWEEN THE IMAGE AND THE LOG JACK DESIGN.

NO.	DATE	REVISION	BY	APP.



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.

APPENDIX F

CONTRACT PLANS




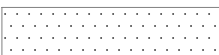
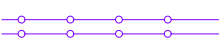
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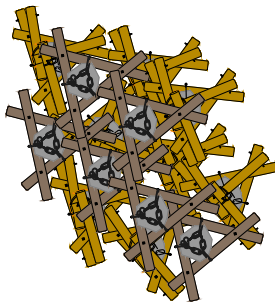
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MAUEL, RONALD L
----- PARCEL NUMBER
- - - - - EXISTING FENCE
- 200----- EXISTING MAJOR CONTOUR
- 201----- EXISTING MINOR CONTOUR
- OHW — OHW — OHW — EXISTING ORDINARY HIGH WATER LINE*
- OHW DNR — OHW DNR — EXISTING DNR ORDINARY HIGH WATER LINE**
- LWL — LWL — LWL — SUMMER LOW WATER LEVEL
- FEMA EFFECTIVE FLOODWAY
- FEMA EFFECTIVE ZONE AE
- TOB — TOB — TOB — PRE-EROSION TOP OF BANK
- BOB — BOB — BOB — PRE-EROSION BOTTOM OF BANK
- ~~~~~ EDGE OF VEGETATION
- TPHONE — TPHONE — EXISTING TELEPHONE
- OHU — OHU — EXISTING OVERHEAD UTILITY
- EXISTING TREE

* OHW BASED ON THE 1.5-YEAR EVENT

**DNR OHW

PROPOSED LEGEND

-  STAGING AREA
-  PROPOSED DNR PERMIT AREA
-  PERMANENT CONSTRUCTION EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  BUBBLE CURTAIN/TUBING FOR FISH EXCLUSION



BALLASTED LOG JACK STRUCTURES

ABBREVIATIONS

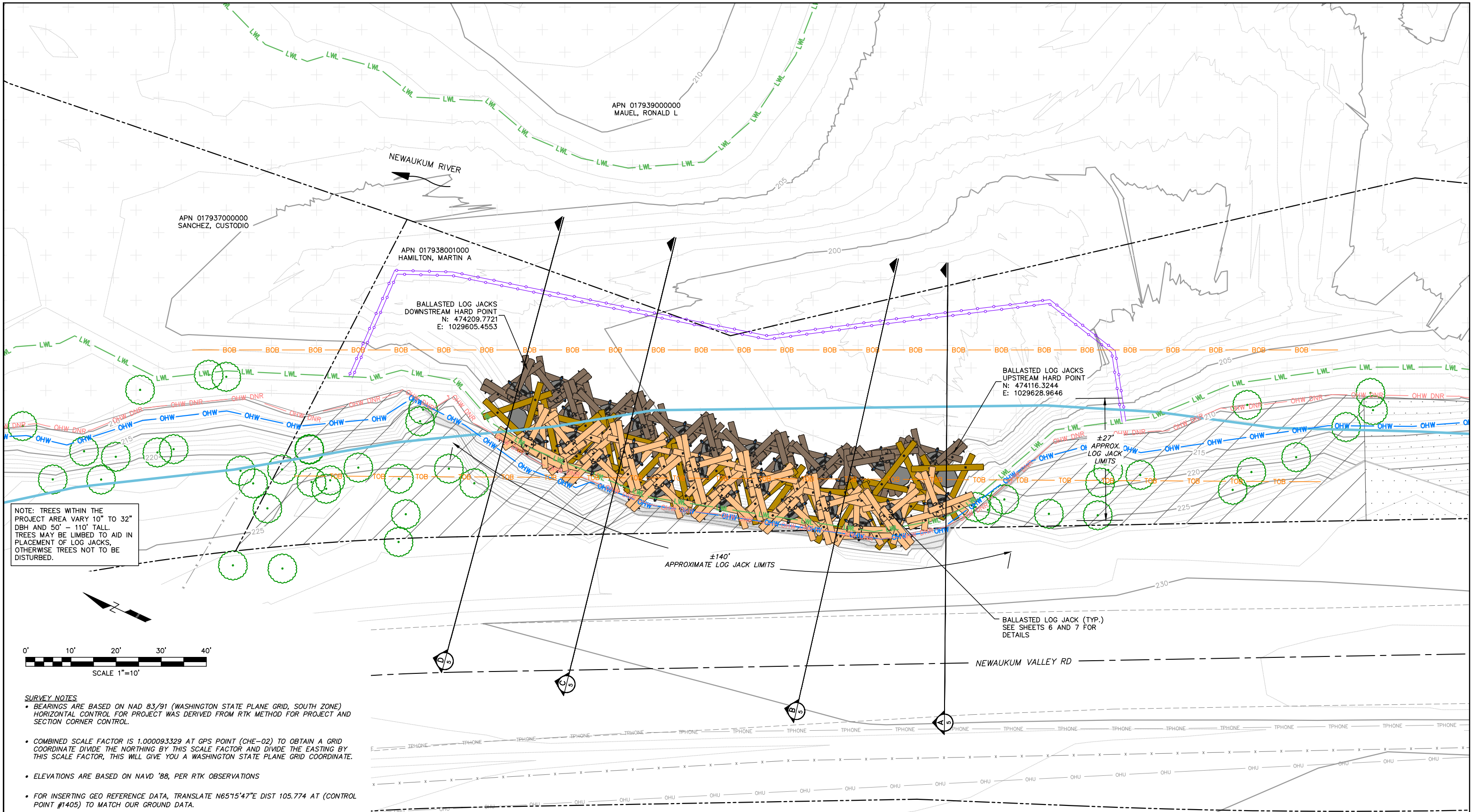
- | | | | |
|-------------|---------------------------------|------|-------------------------|
| ~ / APPROX. | APPROXIMATE | NA | NOT APPLICABLE |
| APN | ASSOCIATED PARCEL NUMBER | NTS | NOT TO SCALE |
| CF | CUBIC FEET | OHW | ORDINARY HIGH WATER |
| CFS | CUBIC FEET PER SECOND | ROW | RIGHT OF WAY |
| CY | CUBIC YARDS | SQ | SQUARE |
| DBH | DIAMETER AT BREAST HEIGHT | SY | SQUARE YARD |
| DIA | DIAMETER | TEMP | TEMPORARY |
| DIST | DISTANCE | TYP | TYPICAL |
| DNR | DEPARTMENT OF NATURAL RESOURCES | VAR | VARIES |
| EL/ELEV | ELEVATION | VERT | VERTICAL |
| EX/EXIST | EXISTING | WLL | WORKING LOAD LIMIT |
| FT | FEET | WSE | WATER SURFACE ELEVATION |
| LBS | POUNDS | " | INCHES |
| LF | LINEAR FEET | ' | FEET |
| LWL | LOW WATER LEVEL | | |
| MAX | MAXIMUM | | |
| MIN | MINIMUM | | |

NO.	DATE	REVISION	BY	APP.

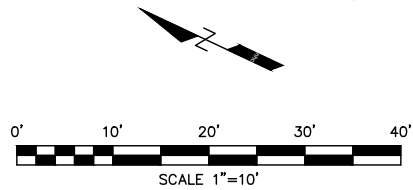




NO.	DATE	REVISION	BY	APP.



NOTE: TREES WITHIN THE PROJECT AREA VARY 10" TO 32" DBH AND 50' - 110' TALL. TREES MAY BE LIMBED TO AID IN PLACEMENT OF LOG JACKS. OTHERWISE TREES NOT TO BE DISTURBED.



- SURVEY NOTES**
- BEARINGS ARE BASED ON NAD 83/91 (WASHINGTON STATE PLANE GRID, SOUTH ZONE) HORIZONTAL CONTROL FOR PROJECT WAS DERIVED FROM RTK METHOD FOR PROJECT AND SECTION CORNER CONTROL.
 - COMBINED SCALE FACTOR IS 1.000093329 AT GPS POINT (CHE-02) TO OBTAIN A GRID COORDINATE DIVIDE THE NORTHING BY THIS SCALE FACTOR AND DIVIDE THE EASTING BY THIS SCALE FACTOR, THIS WILL GIVE YOU A WASHINGTON STATE PLANE GRID COORDINATE.
 - ELEVATIONS ARE BASED ON NAVD '88, PER RTK OBSERVATIONS
 - FOR INSERTING GEO REFERENCE DATA, TRANSLATE N65°15'47"E DIST 105.774 AT (CONTROL POINT #1405) TO MATCH OUR GROUND DATA.
 - TOPOGRAPHIC DATA AT AND LANDWARD OF THE NEWAUKUM RIVER'S EDGE OF WATER WAS COLLECTED BY LEWIS COUNTY ON 3/29/21. BATHYMETRIC DATA WITHIN THE NEWAUKUM RIVER WETTED CHANNEL WAS COLLECTED BY NORTHWEST HYDRAULIC CONSULTANTS, INC. ON 3/30/2021 AND 4/2/2021.

Lewis County
 Department of Public Works
 2025 N. E. KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
 FAX # (360) 740-2719

DESIGNED BY: JML/JSP
 DRAWN BY: KMK
 CHECKED BY: JML
 DATE: 6/30/2021

NO.	DATE	REVISION	BY	APP.

Newaukum Valley Road
 MP 1.085 to MP 1.105

COUNTY PROJECT NO:
 90-21F400280109
 BANK PROTECTION PLAN

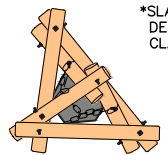
SHEET
4
 OF
8



nbc
 Northwest Hydraulic Consultants
 12787 Gateway Drive S.
 Seattle, WA 98168
 Phone: 206-241-6000

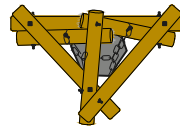


LEGEND



*SLASH NOT DEPICTED FOR CLARITY

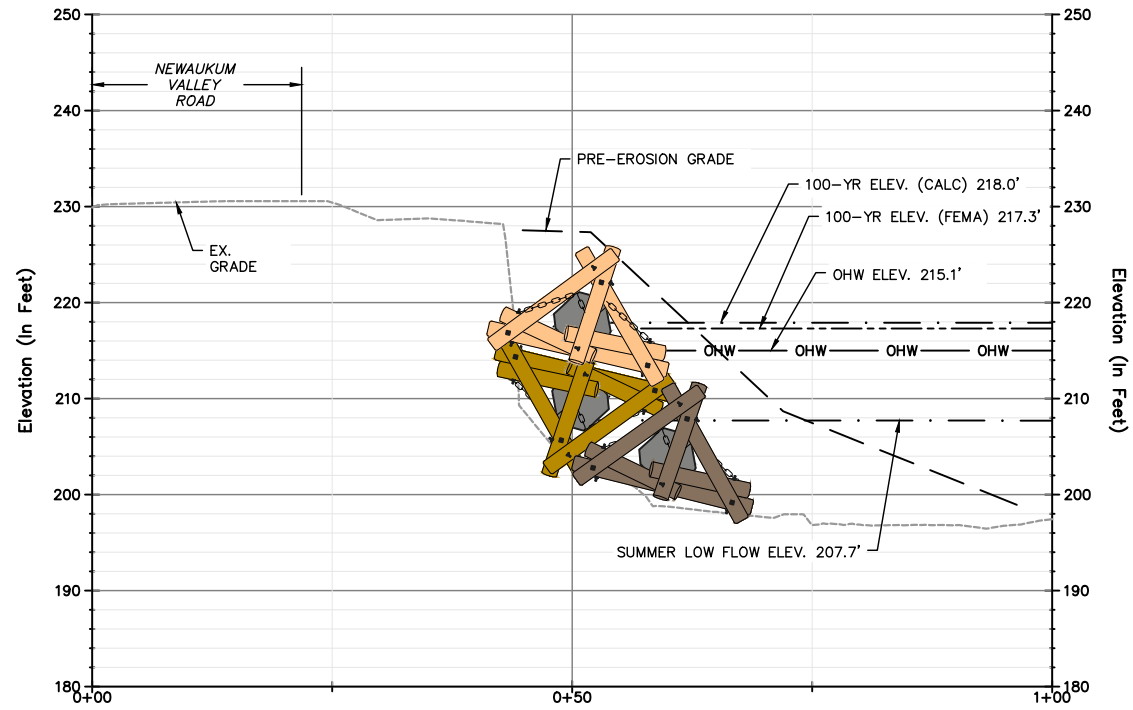
LOG JACK, TOP LAYER ROTATED OR TYPICAL



LOG JACK, BASE LAYER UPSIDE DOWN

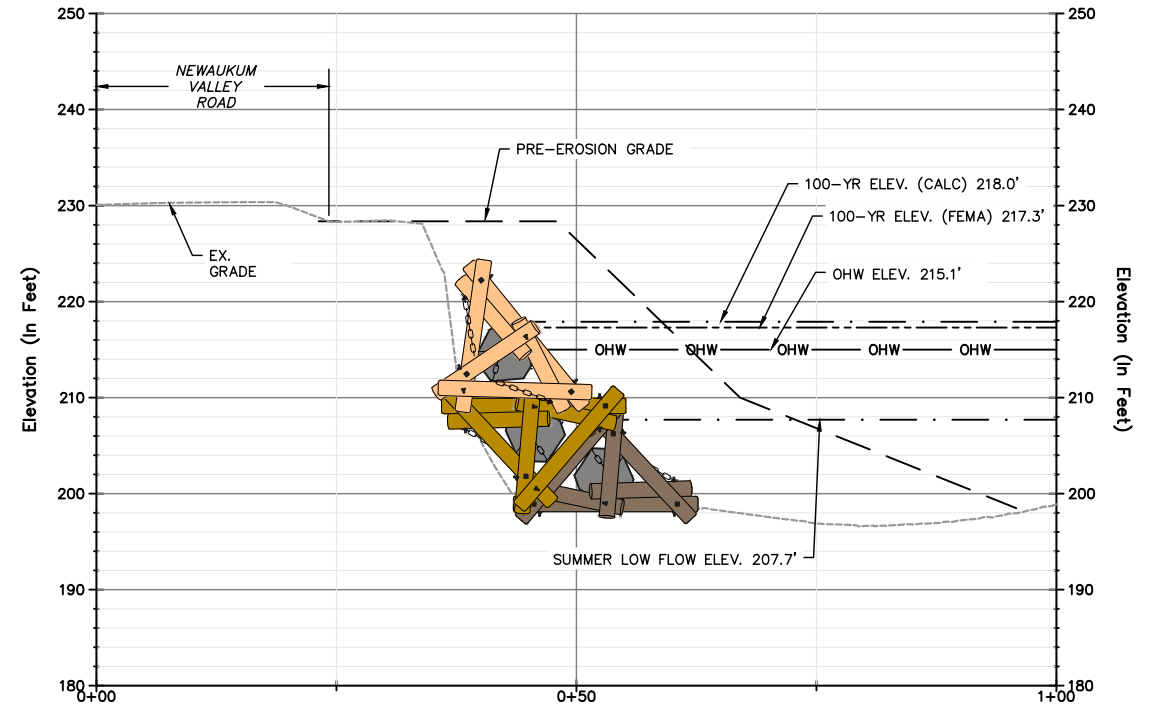


LOG JACK, BASE LAYER TYPICAL



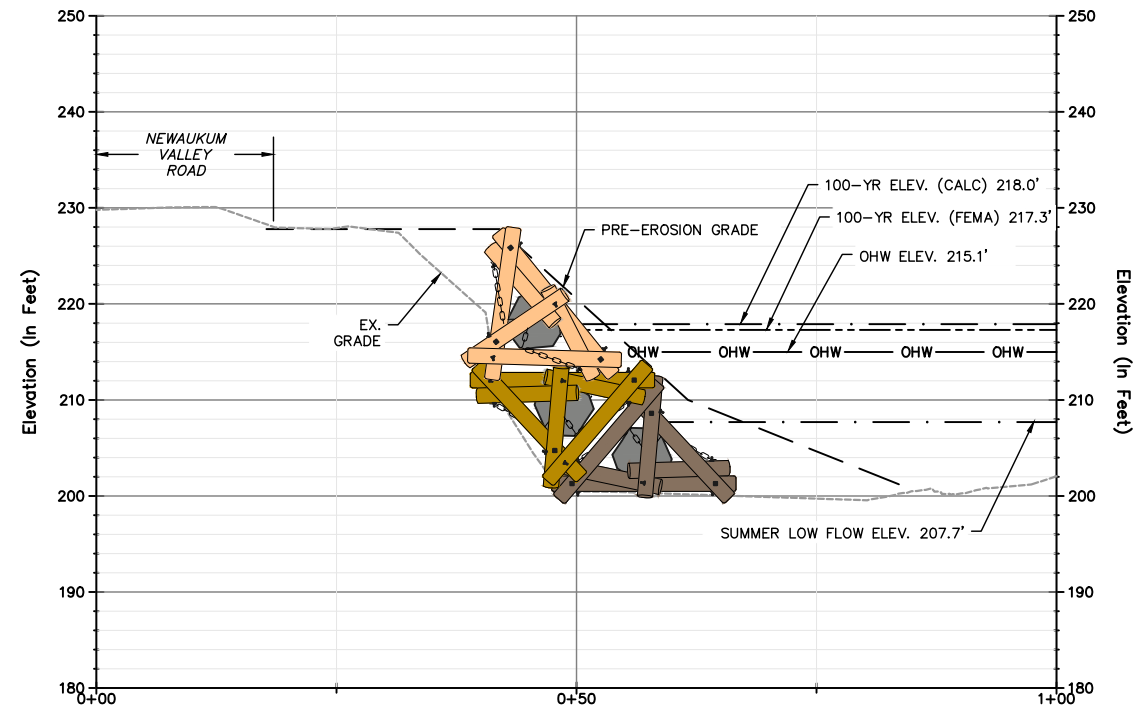
SECTION A (UPSTREAM)

NOT TO SCALE



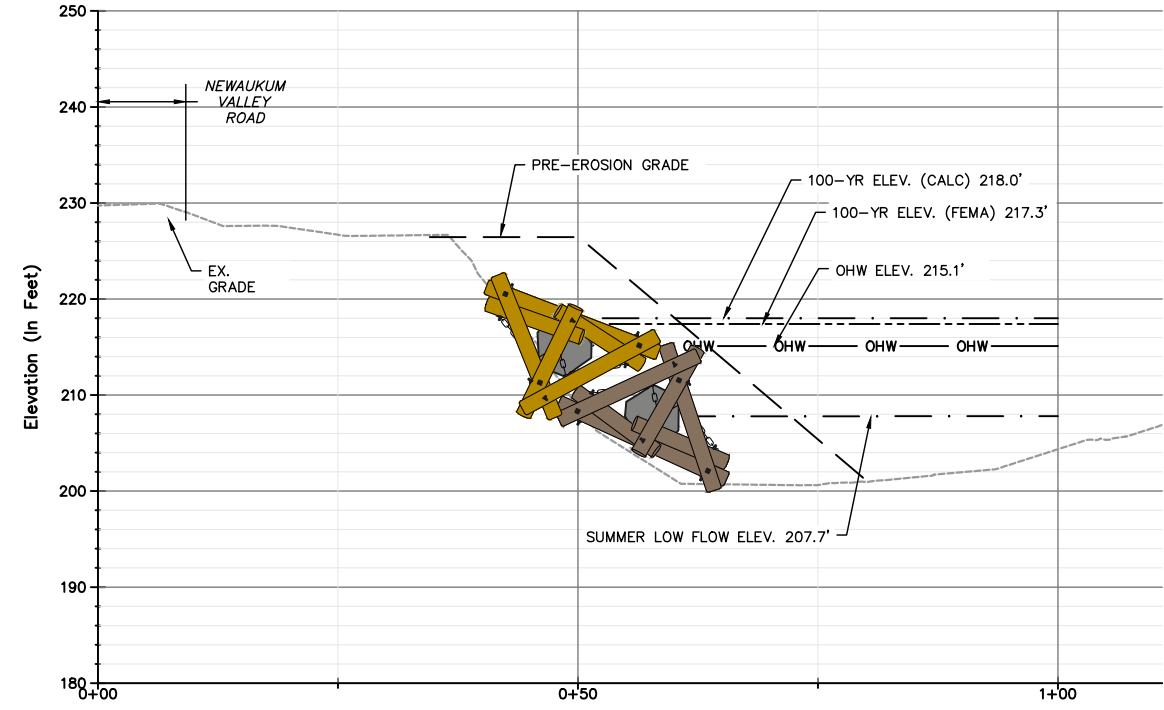
SECTION B

NOT TO SCALE



SECTION C

NOT TO SCALE

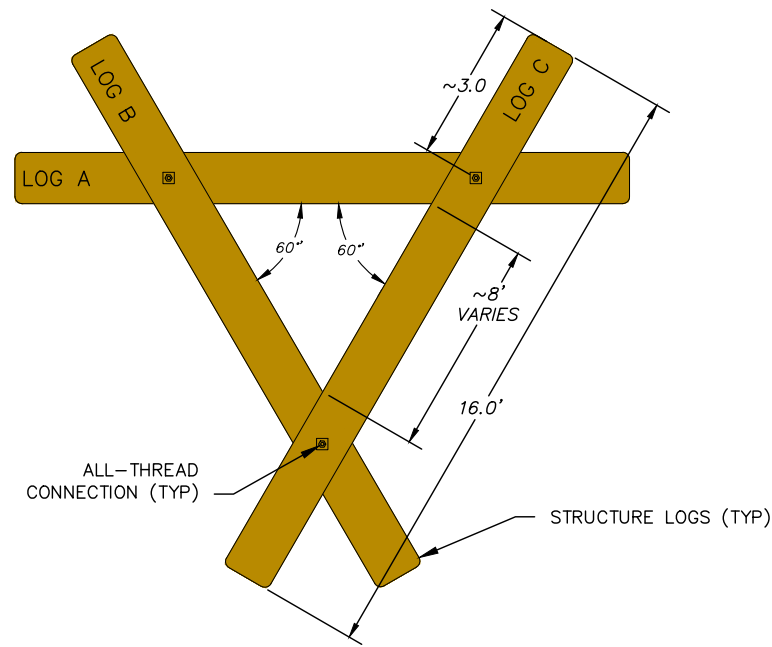


SECTION D (DOWNSTREAM)

NOT TO SCALE



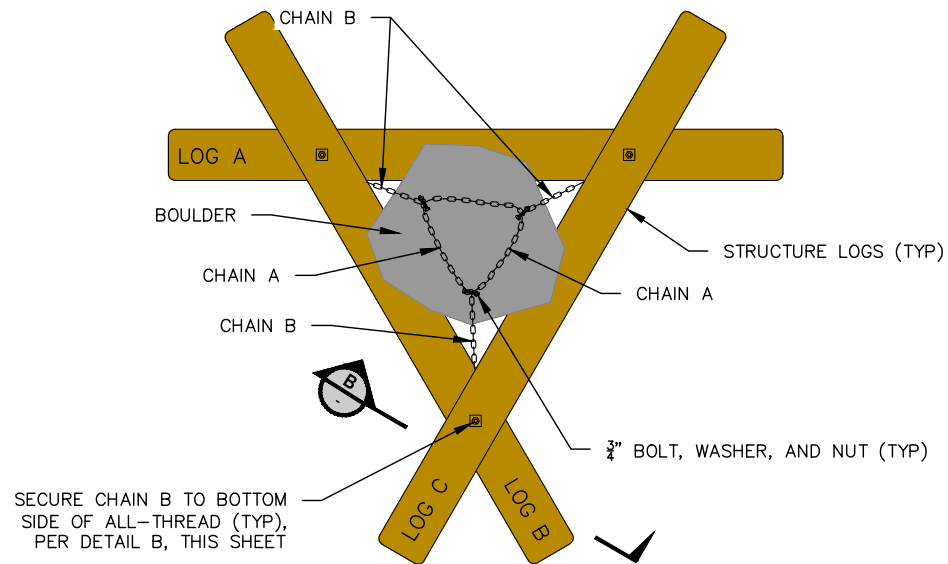
NO.	DATE	REVISION	BY	APP.



STEP 1

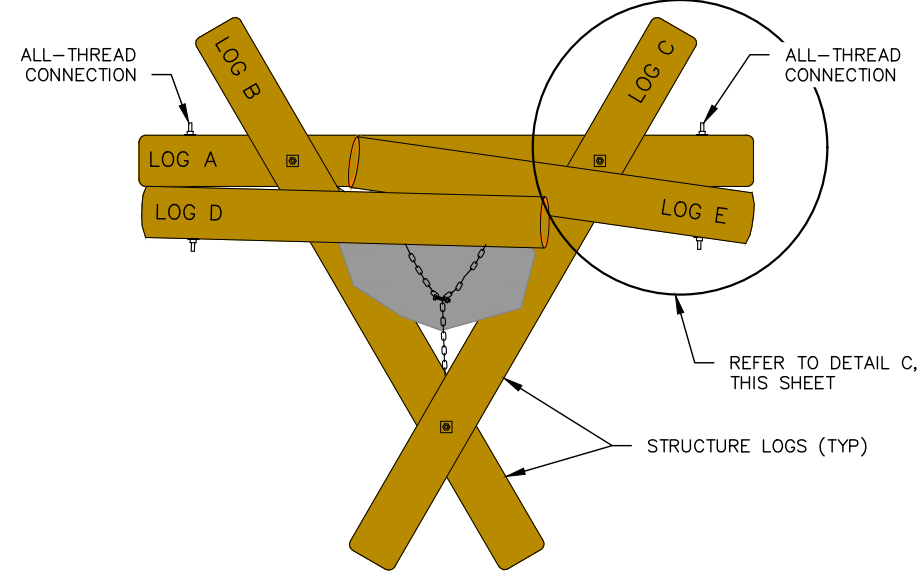
1. BUILD BASE TRIANGLE WITH LOGS A, B, & C OVERLAID AS SHOWN.
2. PLACE LOGS SO THAT BOULDER WILL REST ON ALL 3 LOGS AND WILL NOT FALL THROUGH THE OPENING.
3. DRILL AND BOLT LOGS TOGETHER WITH ALL-THREAD, NUTS, SHACKLES AND WASHERS PER DETAIL B, THIS SHEET.

LOG JACK CONSTRUCTION SEQUENCE (STEPS 1-4) A
NOT TO SCALE 6



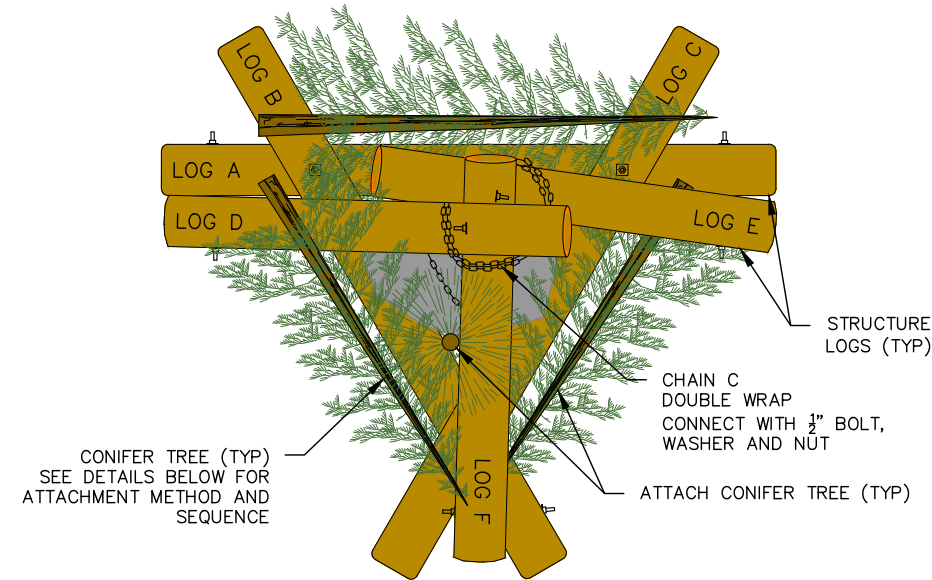
STEP 2

1. PLACE BOULDER ON LOG BASE TRIANGLE. ORIENT BOULDER SO IT RESTS SECURELY ON ALL THREE LOGS AND WILL NOT FALL THROUGH TRIANGULAR OPENING.
2. PLACE CHAIN A APPROXIMATELY 1/2 THE BOULDER DIAMETER OVER THE TOP CENTER OF THE BOULDER AND SECURE LOOSELY WITH (3) CHAIN B SEGMENTS.
3. EXTEND EACH CHAIN B SEGMENT TO BOTTOM OF BASE TRIANGLE AT THE ALL-THREAD LOG-LOG CONNECTIONS. ATTACH CHAIN B TO SHACKLE PER DETAIL B, THIS SHEET.
4. SECURE EACH CHAIN B SEGMENT TO CHAIN A AT CENTER OF BOULDER WITH 3/4" BOLTS. MECHANICALLY TENSION THE CHAIN TO SECURE THE BOULDER TO THE LOG BASE.
5. THE BOULDER SHOULD BE CINCHED SNUG AGAINST THE BASE TRIANGLE WITH NO PLAY, AND BOULDER MOVEMENT IN ANY DIRECTION SHOULD BE IMMEDIATELY RESISTED BY ONE OR MORE CHAINS.



STEP 3

1. PLACE LOG D SUCH THAT IT CONTACTS LOG A, THE TOP OF THE BOULDER, AND IF POSSIBLE LOG B, AND TEMPORARILY BIND IN PLACE.
2. PLACE LOG E SUCH THAT IT CONTACTS LOG A, THE TOP OF THE BOULDER, AND IF POSSIBLE LOG C, AND TEMPORARILY BIND IN PLACE.
3. ENSURE THE TOPS OF LOGS D AND E CROSS AND TOUCH ONE ANOTHER WITH AT LEAST 18" EXTENDING PAST THEIR CROSSING AND TEMPORARILY BIND IN PLACE.
4. CONNECT LOG D TO LOG A AND LOG E TO LOG A WITH ALL-THREAD, NUTS, AND WASHERS. CONNECTING LOG D TO LOG B AND/OR LOG E TO LOG C IS ACCEPTABLE WITH ENGINEER APPROVAL.

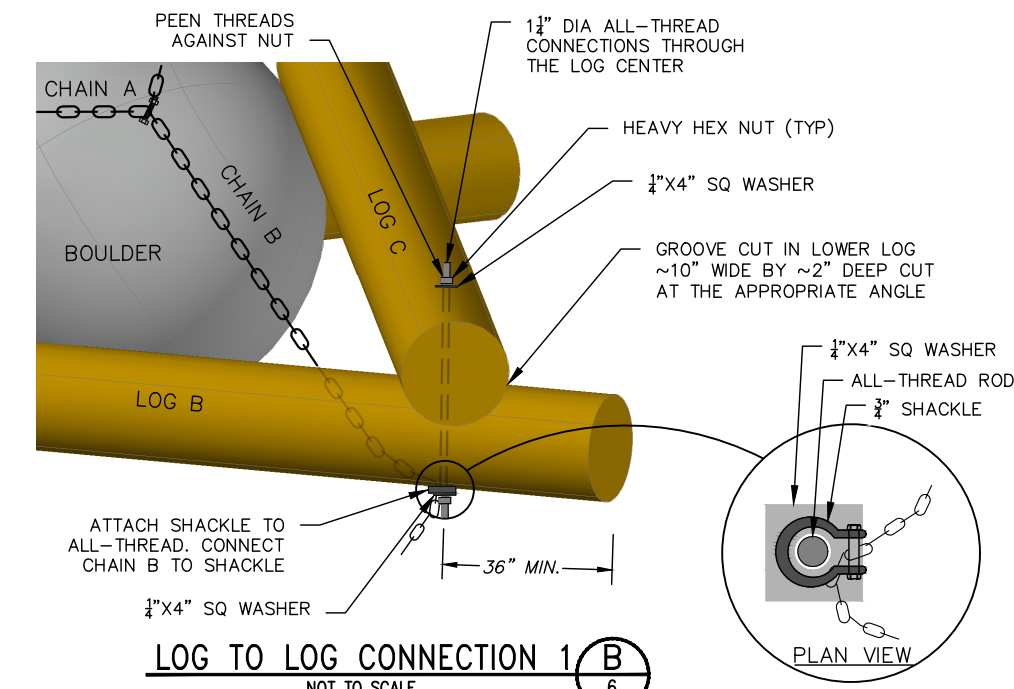


STEP 4

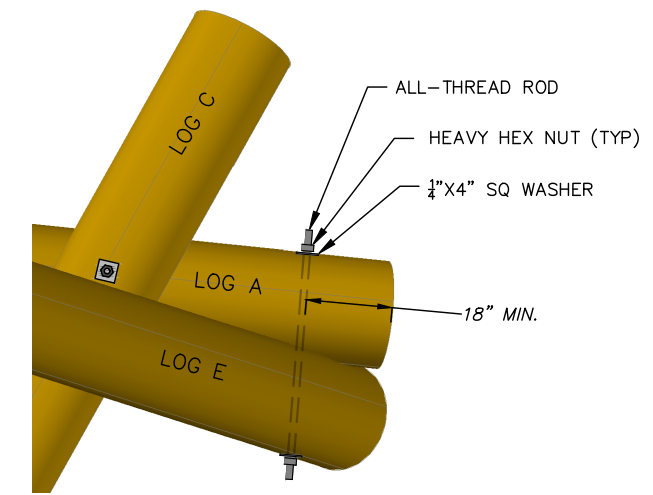
1. PLACE LOG F SUCH THAT IT CONTACTS LOGS B, D, E, AND IF POSSIBLE THE TOP OF THE BOULDER AND/OR LOG C.
2. CONNECT BOTTOM OF LOG F TO LOG B WITH ALL-THREAD, NUTS, AND WASHERS. CONNECTING LOG F TO LOG C IS ACCEPTABLE WITH ENGINEER APPROVAL.
3. DOUBLE-WRAP CHAIN AROUND THE LOG D-E-F CONNECTION, MECHANICALLY TENSION, AND SECURE WITH BOLT AND NUT. NO BARK ALLOWED UNDERNEATH THE CHAIN WRAP.
4. CONNECT TOP OF LOG F TO LOG D AND ALSO LOG E WITH ALL-THREAD, NUTS, AND WASHERS. CONNECTING LOG D TO LOG E INSTEAD OF A SECOND LOG F CONNECTION IS ACCEPTABLE WITH ENGINEER APPROVAL.
5. ATTACH ONE CONIFER TREE ALONG LOG A, ONE CONIFER TREE ALONG LOG B, AND ONE CONIFER TREE ALONG LOG C, AND ONE CONIFER TREE THROUGH CENTER OF THE 6-LOG JACK ABOVE THE BOULDER ALONG LOG D, LOG E, AND LOG F.
6. CONNECT CONIFER TREES TO LOGS AT BOTH ENDS OF TREE USING MANILA ROPE AND A DIAGONAL LASHING WITHOUT FRAPS.

GENERAL CONSTRUCTION NOTES

1. LOGS AND BOULDERS ARE NOT SYMMETRICAL AND HAVE NATURALLY OCCURRING VARIATIONS THAT NECESSITATE CUSTOM FITTING. THE CONTRACTOR WILL MODIFY THE LOG-TO-LOG AND LOG-TO-BOULDER CONNECTIONS SO THAT THE COMPLETED JACK IS A TIGHT AND COMPACT UNIT. THERE SHOULD BE NO PLAY IN THE LOG-TO-LOG CONNECTIONS. THE BOULDER SHOULD BE SECURELY CONTAINED WITHIN AND IN CONTACT WITH A MINIMUM OF 5 LOGS.
2. REMOVE ALL BARK BETWEEN LOG-TO-LOG CONNECTIONS.
3. FOR ALL LOG-TO-LOG CONNECTIONS, USE CHAINSAW LOG DEBARKER OR SIMILAR SO THAT ONE LOG NESTLES INTO THE OTHER. THE LOG-TO-LOG CONNECTION MUST NOT BE A SINGLE POINT OF CONTACT. A TYPICAL LOG NOTCH WILL BE ~10" WIDE BY ~2" DEEP CUT AT THE APPROPRIATE ANGLE.
4. ALL LOG-TO-LOG ALL-THREAD CONNECTIONS MUST BE MADE THROUGH THE CENTER OF THE LOG WITH A MINIMUM OF 18" BETWEEN THE ALL-THREAD AND THE LOG END.
5. FOR ALL LOG-TO-LOG CONNECTIONS, PEEN THE ALL-THREAD TO A DEPTH OF 1/2 THE THREAD DEPTH IN TWO OPPOSING LOCATIONS IMMEDIATELY AGAINST THE NUT. LEAVE NO MORE THAN 3" OF ALL-THREAD EXPOSED PAST THE NUT.
6. CHAIN SHOULD BE MECHANICALLY TENSIONED TO ~1/4 OF THE CHAIN WORKING LOAD.
7. FOR LOG JACKS PLACED UPSIDE DOWN, THE TOPS OF LOGS D, E, AND F SHOULD BE TRIMMED TO AN EVEN HEIGHT, LEAVING A MINIMUM OF 18" BEYOND THE CONNECTION POINTS.
8. COMPLETED LOG JACKS CAN BE TRIMMED DURING PLACEMENT TO FACILITATE FITTING THEM ADJACENT TO ONE ANOTHER, LEAVING A MINIMUM OF 18" BEYOND THE CONNECTION POINTS.

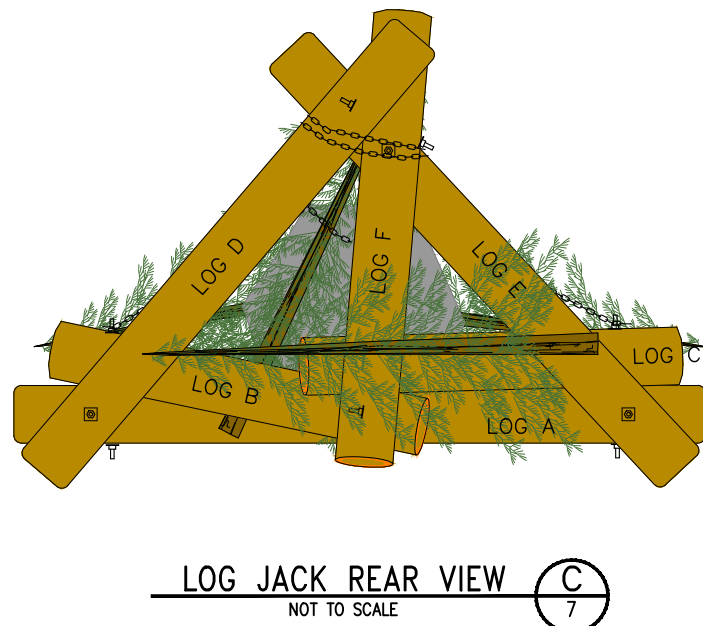
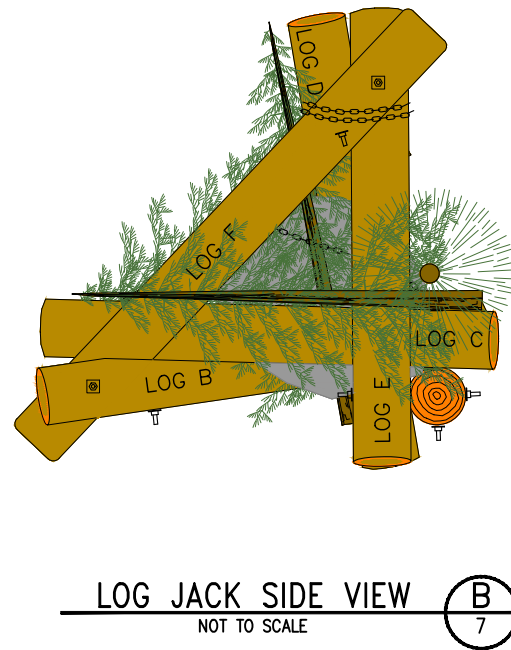
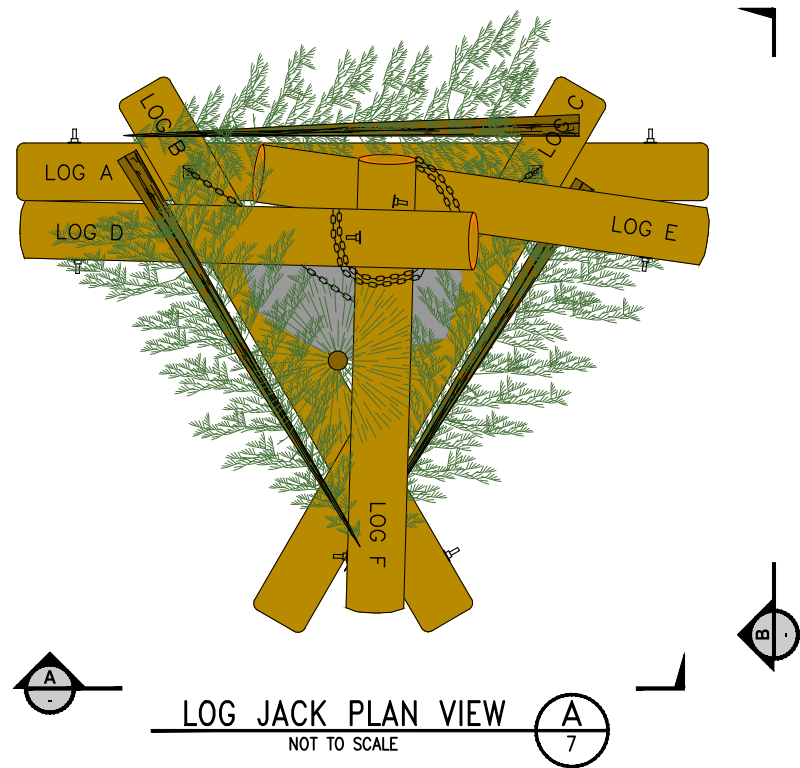


LOG TO LOG CONNECTION 1 B
NOT TO SCALE 6



LOG TO LOG CONNECTION 2 C
NOT TO SCALE 6

NO.	DATE	REVISION	BY	APP.



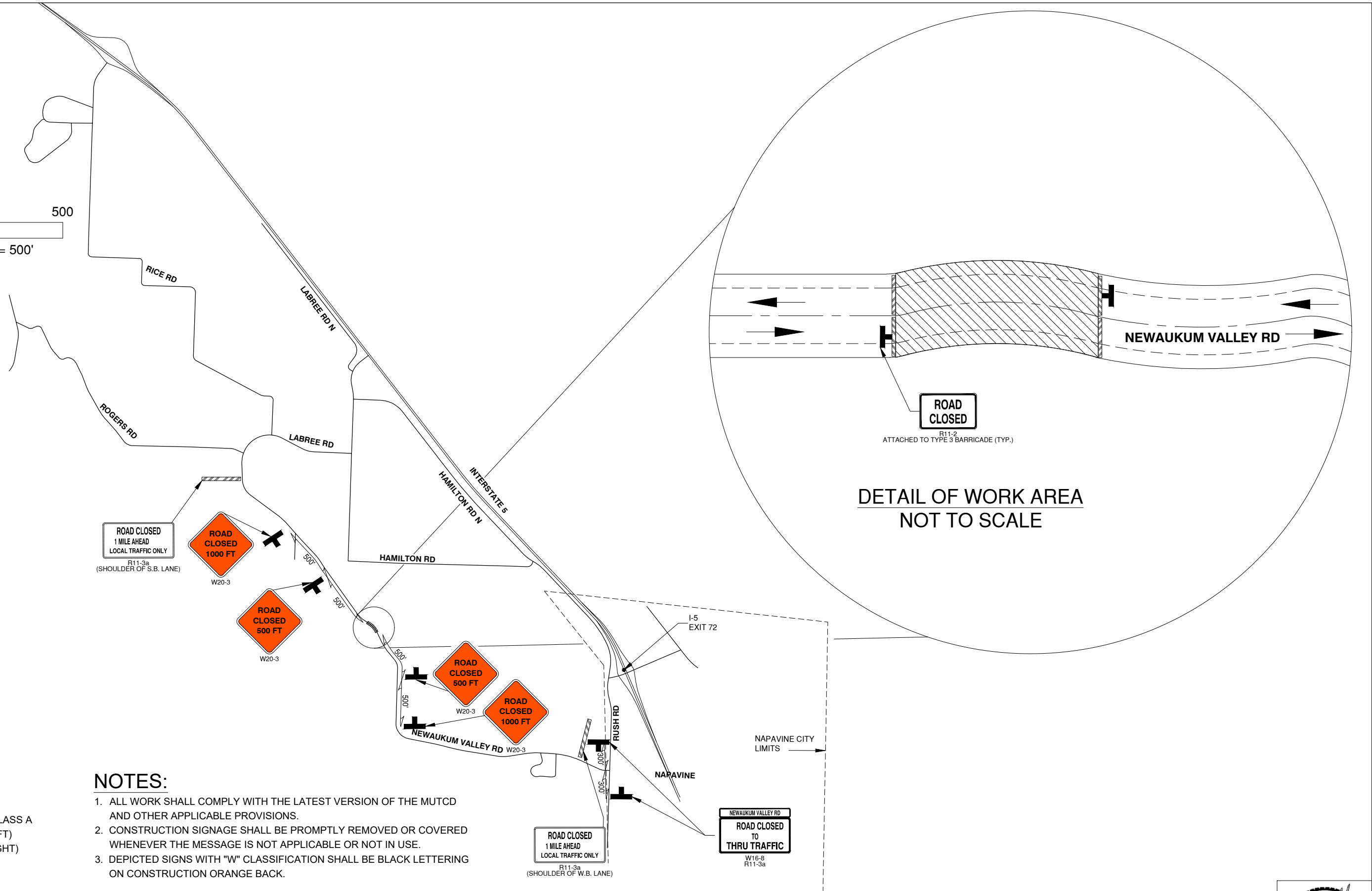
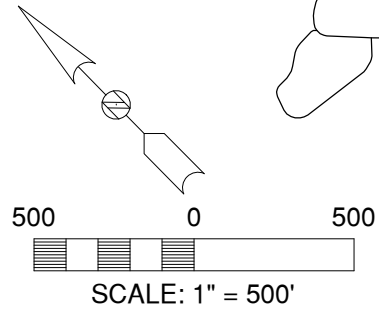
THE LOG JACK IN THE IMAGE ABOVE IS TYPICAL AND FOR ILLUSTRATION ONLY. DISCREPANCIES EXIST BETWEEN THE IMAGE AND THE LOG JACK DESIGN.

BALLASTED LOG JACK (SEE THIS SHEET) SCHEDULE PER UNIT				
MEMBER	QUANTITY	DIAMETER (IN)	LENGTH (FT)	DESCRIPTION*
STRUCTURE LOG	6	14 – 16	16	DOUGLAS FIR OR SITKA SPRUCE
CONIFER TREE	4	–	12–16	FIR, SPRUCE OR PINE
BALLAST BOULDER	1	N/A	N/A	WEIGHT 7 TON (MIN), 8 TON (MAX) EACH
AII-THREAD	8	1.25	VARIES	ASTM A193 GRADE 55, PLAIN FINISH
CHAIN A/B	1	0.50	VARIES	GRADE 80 WELDED LONG LINK CHAIN
CHAIN C	1	0.375	VARIES	GRADE 43 WELDED SHORT LINK CHAIN
SHACKLE	3	0.75	–	BOLT TYPE SHACKLE, MIN. WLL 9,500 LBS

*SEE SPECIAL PROVISIONS FOR ADDITIONAL MATERIAL SPECIFICATIONS AND REQUIREMENTS.

GENERAL PLACEMENT: SEE SHEETS 4–5 FOR GENERAL LOCATION AND ELEVATION. PLACE LOGS AS DIRECTED BY THE ENGINEER. LAYOUT MAY VARY FROM THAT SHOWN IN PLANS

NO.	DATE	REVISION	BY	APP.



**DETAIL OF WORK AREA
NOT TO SCALE**

LEGEND:

- CONSTRUCTION SIGN CLASS A
- TYPE 3 BARRICADE (LEFT)
- TYPE 3 BARRICADE (RIGHT)
- WORK AREA

NOTES:

1. ALL WORK SHALL COMPLY WITH THE LATEST VERSION OF THE MUTCD AND OTHER APPLICABLE PROVISIONS.
2. CONSTRUCTION SIGNAGE SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE MESSAGE IS NOT APPLICABLE OR NOT IN USE.
3. DEPICTED SIGNS WITH "W" CLASSIFICATION SHALL BE BLACK LETTERING ON CONSTRUCTION ORANGE BACK.

Lewis County
 Department of Public Works
 2025 N. E. KRESKY AVE.
 CHEHALIS WA 98532
 PHONE # (360) 740-1123
 FAX # (360) 740-2719

DESIGNED BY :
 DRAWN BY : RAW
 CHECKED BY :
 DATE : 06/28/2021

NO.	DATE	REVISION	BY	APP.

**Newaukum Valley Road
MP 1.085 to MP 1.105**

COUNTY PROJECT NO:
90-21F400280109

TRAFFIC CONTROL PLAN

SHEET
8
OF
8



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

Date: June 30, 2021

