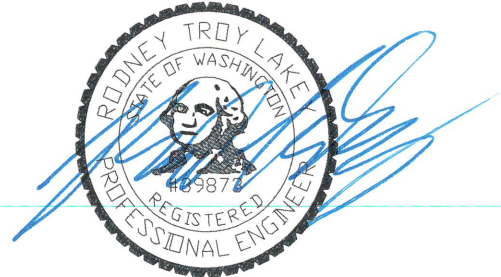


Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:
JACKSON HWY SOUTH
MP 2.11 SCOUR
MITIGATION PROJECT**

CMP PROJECT NO. 2102
July, 2021

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




Assistant County Engineer

7/16/21
Date

Project Engineer

BOARD OF COUNTY COMMISSIONERS

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

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

TABLE OF CONTENTS	1
SPECIAL PROVISIONS	1
1-01, DESCRIPTION OF WORK	1
1-02, BID PROCEDURES AND CONDITIONS.....	3
<i>1-02.1 Prequalification of Bidders.....</i>	<i>3</i>
<i>1-02.2 Plans and Specifications</i>	<i>3</i>
<i>1-02.6 Preparation Of Proposal</i>	<i>4</i>
<i>1-02.12 Public Opening Of Proposal.....</i>	<i>4</i>
Date and Time of Bid Opening.....	4
Delivery and Marking of Sealed Bid Proposals.....	4
<i>1-02.13 Irregular Proposals</i>	<i>4</i>
<i>1-02.14 Disqualification of Bidders</i>	<i>5</i>
1-03, AWARD AND EXECUTION OF CONTRACT	8
<i>1-03.1 Consideration of Bids</i>	<i>8</i>
<i>1-03.7 Judicial Review.....</i>	<i>9</i>
1-05, CONTROL OF WORK.....	9
<i>1-05.7 Removal of Defective and Unauthorized Work</i>	<i>9</i>
1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	10
<i>1-07.1 Laws to be Observed.....</i>	<i>10</i>
<i>1-07.4 Sanitation</i>	<i>12</i>
1-07.4(2) Health Hazards.....	12
<i>1-07.5 Environmental Regulations.....</i>	<i>12</i>
1-07.5(2) State Department of Fish and Wildlife	13
1-07.5(5) U.S. Army Corps of Engineers	13
<i>1-07.6 Permits and Licenses</i>	<i>14</i>
<i>1-07.7 Load Limits</i>	<i>14</i>
<i>1-07.9 Wages.....</i>	<i>15</i>
Application of Wage Rates For The Occupation Of Landscape Construction	15
<i>1-07.11 Requirements For Nondiscrimination.....</i>	<i>16</i>
<i>1-07.17, Utilities and Similar Facilities.....</i>	<i>22</i>
<i>1-07.18 Public Liability and Property Damage Insurance.....</i>	<i>23</i>
1-07.23, PUBLIC CONVENIENCE AND SAFETY.....	26
1-07.23(1) Construction Under Traffic.....	26
(February 3, 2020).....	26
Work Zone Clear Zone.....	26
1-08, PROSECUTION AND PROGRESS	27
<i>1-08.1 Subcontracting</i>	<i>28</i>
1-08.3(2)A Type A Progress Schedule	29
Contractor’s Weekly Activities.....	29
<i>1-08.4 Prosecution Of Work</i>	<i>29</i>
<i>1-08.5 Time for Completion.....</i>	<i>30</i>
1-09, MEASUREMENT AND PAYMENT.....	31

1	1-09.11 Disputes and Claims	32
2	1-09.11(3) Time Limitation and Jurisdiction.....	32
3	1-09.13 Claims Resolution	32
4	1-09.13(3) Claims \$250,000 or Less.....	32
5	1-09.13(3)A Administration of Arbitration	33
6	1-09.13(4) Claims in Excess of \$250,000.....	33
7	CLAIMS RESOLUTION	33
8	1-10, TEMPORARY TRAFFIC CONTROL	34
9	1-10.2 Traffic Control Management	34
10	1-10.2(1) General.....	34
11	1-10.2(2) Traffic Control Plans.....	35
12	1-10.2(3) Conformance to Established Standards	35
13	1-10.4 Measurement.....	35
14	1-10.4(1) Lump Sum Bid for Project (No Unit Items)	35
15	2-03, ROADWAY EXCAVATION AND EMBANKMENT	36
16	2-03.3 Construction Requirements.....	36
17	2-03.3(7) Disposal Of Surplus Material.....	36
18	Site Access.....	36
19	2-03.4 Measurement.....	36
20	2-03.5 Payment.....	37
21	2-09, STRUCTURE EXCAVATION	37
22	2-09.1 Description.....	37
23	2-09.3 Construction Requirements.....	38
24	2-09.4 Measurement.....	39
25	2-09.5 Payment.....	39
26	3-01, PRODUCTION FROM QUARRY AND PIT SITES.....	40
27	3-01.4 Contractor Furnished Material Sources.....	40
28	3-01.4(1) Acquisition and Development.....	40
29	8-01, EROSION CONTROL AND WATER POLLUTION CONTROL	40
30	8-01.3 Construction Requirements.....	40
31	8-01.3(2) Seeding, Fertilizing, and Mulching.....	40
32	8-01.3(2)B Seeding and Fertilizing.....	40
33	8-01.3(2)D Mulching	41
34	8-01.3(2)E Tackifiers.....	41
35	8-01.5 Payment.....	41
36	8-02 ROADSIDE RESTORATION	41
37	8-02.1 Description.....	41
38	8-02.3 Construction Requirements	42
39	8-02.4 Measurement.....	43
40	8-02.5 Payment.....	43
41	8-15 RIPRAP	43
42	8-15.2 Materials.....	43
43	Ballast Rock.....	43
44	Anchoring Materials	44
45	8-15.3 Construction Requirements.....	44
46	8-15.4 Measurement.....	45
47	8-15.5 Payment.....	45
48	POWER EQUIPMENT.....	46

1 **E-VERIFY..... 46**
2 **BOND..... 46**
3 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY..... 46**
4 **APPENDICES..... 47**
5 **APPENDIX A59**
6 **WASHINGTON STATE PREVAILING WAGE RATES..... 59**
7 **APPENDIX B61**
8 **BID PROPOSAL DOCUMENTS..... 61**
9 *NON-COLLUSION DECLARATION..... 67*
10 *PROPOSAL - SIGNATURE PAGE 68*
11 **APPENDIX C71**
12 **CONTRACT DOCUMENTS..... 71**
13 *CONTRACT BOND FOR Bond No..... 75*
14 *POWER EQUIPMENT LIST..... 77*
15 **APPENDIX D79**
16 **PERMIT DOCUMENTS..... 79**
17 **APPENDIX E81**
18 **CONTRACT PLANS 81**
19
20

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 all
9 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 many
23 projects, usually in more than one Region. Usually, the only difference from one project to another is
24 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 **SPECIAL PROVISIONS**

29 **DIVISION 1**
30 **GENERAL REQUIREMENTS**

31
32 **1-01, DESCRIPTION OF WORK**

33 (March 13, 1995)

34
35 This contract provides for the improvement of ***Jackson Hwy South MP 2.11 Scour in Lewis County
36 by placing boulders, Streambed mix, large woody debris, traffic control, planting mitigation,
37 hydroseeding*** and other related work, all in accordance with the attached Contract Plans, these
38 Contract Provisions, and the Standard Specifications.

39
40 **1-01.3 Definitions**

41 (January 4, 2016 APWA GSP)

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

44 **Dates**

45
46 ***Bid Opening Date***

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

1 **Award Date**

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

4 **Contract Execution Date**

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

6 **Notice to Proceed Date**

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

8 **Substantial Completion Date**

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

14 **Physical Completion Date**

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

18 **Completion Date**

19 The day all the Work specified in the Contract is completed and all the obligations of the
20 Contractor under the contract are fulfilled by the Contractor. All documentation required by the
21 Contract and required by law must be furnished by the Contractor before establishment of this
22 date.

23 **Final Acceptance Date**

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

25
26 Supplement this Section with the following:

27
28 All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions,
29 to the terms “Department of Transportation”, “Washington State Transportation Commission”,
30 “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer”
31 shall be revised to read “Contracting Agency”.

32
33 All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless
34 the reference is to an administrative agency of the State of Washington, a State statute or
35 regulation, or the context reasonably indicates otherwise.

36
37 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency
38 designated location”.

39
40 All references to “final contract voucher certification” shall be interpreted to mean the Contracting
41 Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

42
43 **Additive**

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

46
47 **Alternate**

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

1
2 **Business Day**

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

4
5 **Contract Bond**

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

9
10 **Contract Documents**

11 See definition for "Contract".

12
13 **Contract Time**

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

16
17 **Notice of Award**

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

20
21 **Notice to Proceed**

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

25
26 **Traffic**

27 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
28 equestrian traffic.

29
30 **1-02, BID PROCEDURES AND CONDITIONS**

31 **1-02.1 Prequalification of Bidders**

32 Delete this Section and replace it with the following:

33
34 **1-02.1 Qualifications of Bidder**

35 *(January 24, 2011 APWA GSP)*

36
37 Before award of a public works contract, a bidder must meet at least the minimum qualifications of
38 RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public
39 works project.

40
41 **1-02.2 Plans and Specifications**

42 *(*****)*

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

44
45 Copies of the plans, specifications and soils information are on file in the office of:

46
47 Lewis County Public Works Department
48 2025 NE Kresky Ave.
49 Chehalis, Washington 98532
50 (360) 740-2671

51
52 The second paragraph of section 1-02.2 is revised to read:

Jackson Hwy South MP 2.11 Scour Mitigation Project
CMP Project No. 2102

1
2 Prospective bidders may obtain plans and specifications from Lewis County Public
3 Works Department in Chehalis, Washington or download from Lewis County Website at
4 www.lewiscountywa.gov.

5
6 **1-02.6 Preparation Of Proposal**
7 (August 2, 2004)

8
9 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

10
11 **1-02.12 Public Opening Of Proposal**
12 (*****)

13 Section 1-02.12 is supplemented with the following:

14
15 **Date and Time of Bid Opening**

16 The Board of County Commissioners of Lewis County or designee, will open sealed proposals
17 and publicly read them aloud on or after 12:15 p.m. on **July 29, 2021**, at the Lewis County
18 Courthouse, Chehalis, Washington, for the Jackson Hwy South MP 2.11 Scour Mitigation
19 Project, CMP Project No. 2102.

20
21 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
22 **12:15 P.M. on Thursday, July 29, 2021**

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

25
26 **Delivery and Marking of Sealed Bid Proposals**

27 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners
28 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before
29 **12:15 P.M.** on the date specified for opening, and in an envelope clearly marked: **“SEALED**
30 **BID FOR THE JACKSON HWY SOUTH MP 2.11 SCOUR MITIGATION PROJECT, CMP**
31 **PROJECT NO. 2102, TO BE OPENED ON OR AFTER 12:15 P.M. ON JULY 29, 2021.”**

32
33 **1-02.13 Irregular Proposals**
34 (October 1, 2020 APWA GSP)

35
36 Delete this section and replace it with the following:

- 37
38 1. A Proposal will be considered irregular and will be rejected if:
- 39 a. The Bidder is not prequalified when so required;
 - 40 b. The authorized Proposal form furnished by the Contracting Agency is not used or is
41 altered;
 - 42 c. The completed Proposal form contains any unauthorized additions, deletions, alternate
43 Bids, or conditions;
 - 44 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into
45 the Contract;
 - 46 e. A price per unit cannot be determined from the Bid Proposal;
 - 47 f. The Proposal form is not properly executed;
 - 48 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
49 required in Section 1-02.6;
 - 50 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
51 Certification, if applicable, as required in Section 1-02.6;
 - 52 i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's
53 completed DBE Utilization Certification that they are in agreement with the bidder's DBE

- 1 participation commitment, if applicable, as required in Section 1-02.6, or if the written
 2 confirmation that is submitted fails to meet the requirements of the Special Provisions;
 3 j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
 4 required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate
 5 that a Good Faith Effort to meet the Condition of Award was made;
 6 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in
 7 Section 1-02.6, or if the documentation that is submitted fails to meet the requirements
 8 of the Special Provisions;
 9 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in
 10 Section 1-02.6, or if the documentation that is submitted fails to meet the requirements
 11 of the Special Provisions;
 12 m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
 13 terms of the Bid invitation; or
 14 n. More than one Proposal is submitted for the same project from a Bidder under the same
 15 or different names.
 16
 17 2. A Proposal may be considered irregular and may be rejected if:
 18 a. The Proposal does not include a unit price for every Bid item;
 19 b. Any of the unit prices are excessively unbalanced (either above or below the amount of
 20 a reasonable Bid) to the potential detriment of the Contracting Agency;
 21 c. Receipt of Addenda is not acknowledged;
 22 d. A member of a joint venture or partnership and the joint venture or partnership submit
 23 Proposals for the same project (in such an instance, both Bids may be rejected); or
 24 e. If Proposal form entries are not made in ink.

25
 26 **1-02.14 Disqualification of Bidders**
 27 *(May 17, 2018 APWA GSP, Option B)*
 28

29 Delete this section and replace it with the following:

30
 31 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
 32 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria
 33 1-7 listed in this Section.
 34

35 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility
 36 criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets
 37 Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.
 38
 39

40 **1. Delinquent State Taxes**

41
 42 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
 43 Department of Revenue without a payment plan approved by the Department of
 44 Revenue.
 45

46 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
 47 statement (on a form to be provided by the Contracting Agency) that the Bidder does not
 48 owe delinquent taxes to the Washington State Department of Revenue, or if delinquent
 49 taxes are owed to the Washington State Department of Revenue, the Bidder must
 50 submit a written payment plan approved by the Department of Revenue, to the
 51 Contracting Agency by the deadline listed below.
 52

53 **2. Federal Debarment**

- 1
- 2 A Criterion: The Bidder shall not currently be debarred or suspended by the Federal
- 3 government.
- 4
- 5 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the
- 6 U.S. government’s “System for Award Management” database (www.sam.gov).
- 7

8 **3. Subcontractor Responsibility**

9

- 10 A Criterion: The Bidder’s standard subcontract form shall include the subcontractor
- 11 responsibility language required by RCW 39.06.020, and the Bidder shall have an
- 12 established procedure which it utilizes to validate the responsibility of each of its
- 13 subcontractors. The Bidder’s subcontract form shall also include a requirement that
- 14 each of its subcontractors shall have and document a similar procedure to determine
- 15 whether the sub-tier subcontractors with whom it contracts are also “responsible”
- 16 subcontractors as defined by RCW 39.06.020.
- 17
- 18 B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy
- 19 of its standard subcontract form for review by the Contracting Agency, and a written
- 20 description of its procedure for validating the responsibility of subcontractors with which
- 21 it contracts.
- 22

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

24

- 25 A Criterion: The Bidder shall not have a record of excessive claims filed against the
- 26 retainage or payment bonds for public works projects in the three years prior to the bid
- 27 submittal date, that demonstrate a lack of effective management by the Bidder of making
- 28 timely and appropriate payments to its subcontractors, suppliers, and workers, unless
- 29 there are extenuating circumstances and such circumstances are deemed acceptable to
- 30 the Contracting Agency.
- 31
- 32 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of
- 33 the public works projects completed in the three years prior to the bid submittal date that
- 34 have had claims against retainage and bonds and include for each project the following
- 35 information:
- 36
- 37 • Name of project
 - 38 • The owner and contact information for the owner;
 - 39 • A list of claims filed against the retainage and/or payment bond for any of the
 - 40 projects listed;
 - 41 • A written explanation of the circumstances surrounding each claim and the ultimate
 - 42 resolution of the claim.
- 43

44 **5. Public Bidding Crime**

45

- 46 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
- 47 involving bidding on a public works contract in the five years prior to the bid submittal
- 48 date.
- 49
- 50 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 51 statement (on a form to be provided by the Contracting Agency) that the Bidder and/or

1 its owners have not been convicted of a crime involving bidding on a public works
2 contract.

3
4 **6. Termination for Cause / Termination for Default**

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

16
17 **7. Lawsuits**

- 18
19 A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder
20 in the five years prior to the bid submittal date that demonstrate a pattern of failing to
21 meet the terms of contracts, unless there are extenuating circumstances and such
22 circumstances are deemed acceptable to the Contracting Agency
23
24 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
25 statement (on a form to be provided by the Contracting Agency) that the Bidder has not
26 had any lawsuits with judgments entered against the Bidder in the five years prior to the
27 bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or
28 shall submit a list of all lawsuits with judgments entered against the Bidder in the five
29 years prior to the bid submittal date, along with a written explanation of the
30 circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate
31 these explanations to determine whether the lawsuits demonstrate a pattern of failing to
32 meet of terms of construction related contracts
33

34 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low
35 Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day
36 following the bid submittal deadline, a written statement verifying that the Bidder meets the
37 supplemental criteria together with supporting documentation (sufficient in the sole judgment of
38 the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The
39 Contracting Agency reserves the right to request further documentation as needed from the low
40 Bidder and documentation from other Bidders as well to assess Bidder responsibility and
41 compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right
42 to obtain information from third-parties and independent sources of information concerning a
43 Bidder's compliance with the mandatory and supplemental criteria, and to use that information in
44 their evaluation. The Contracting Agency may consider mitigating factors in determining whether
45 the Bidder complies with the requirements of the supplemental criteria.
46

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

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

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

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

23
24 Revise this section to read:

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

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

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

41
42 **1-03.1 Consideration of Bids**

43 *(*****)*

44 Section 1-03.1 is supplemented with the following:

45
46 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received exceeds
47 the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for this reason,
48 this project may be deferred for re-advertising for bids until a more competitive situation exists.

49
50 **1-03.4 Contract Bond**

1 (July 23, 2015 APWA GSP)

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

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

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

33
34 **1-03.7 Judicial Review**
35 (Lewis County)

36
37 Revise this section to read:

38
39 Any decision made by the Contracting Agency regarding the Award and execution of the Contract
40 or Bid rejection shall be conclusive subject to the scope of judicial review permitted under
41 Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where
42 the Contracting Agency headquarters is located, provided that where an action is asserted against
43 a county, RCW 36.01.050 shall control venue and jurisdiction.
44

45 **1-05, CONTROL OF WORK**

46 **1-05.7 Removal of Defective and Unauthorized Work**
47 (October 1, 2005 APWA GSP)

48
49 Supplement this section with the following:
50

1 If the Contractor fails to remedy defective or unauthorized work within the time specified in a written
2 notice from the Engineer, or fails to perform any part of the work required by the Contract
3 Documents, the Engineer may correct and remedy such work as may be identified in the written
4 notice, with Contracting Agency forces or by such other means as the Contracting Agency may
5 deem necessary.
6

7 If the Contractor fails to comply with a written order to remedy what the Engineer determines to be
8 an emergency situation, the Engineer may have the defective and unauthorized work corrected
9 immediately, have the rejected work removed and replaced, or have work the Contractor refuses to
10 perform completed by using Contracting Agency or other forces. An emergency situation is any
11 situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
12 might cause serious risk of loss or damage to the public.
13

14 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying
15 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by
16 the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the
17 Contractor. Such direct and indirect costs shall include in particular, but without limitation,
18 compensation for additional professional services required, and costs for repair and replacement of
19 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's
20 unauthorized work.
21

22 No adjustment in contract time or compensation will be allowed because of the delay in the
23 performance of the work attributable to the exercise of the Contracting Agency's rights provided by
24 this Section.
25

26 The rights exercised under the provisions of this section shall not diminish the Contracting Agency's
27 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's
28 failure to perform the work as required.
29

30 **1-05.13 Superintendents, Labor and Equipment of Contractor**
31 *(August 14, 2013 APWA GSP)*
32

33 Delete the sixth and seventh paragraphs of this section.
34

35 **1-05.15 Method of Serving Notices**
36 *(March 25, 2009 APWA GSP)*
37

38 Revise the second paragraph to read:

39 All correspondence from the Contractor shall be directed to the Project Engineer. All
40 correspondence from the Contractor constituting any notification, notice of protest, notice of dispute,
41 or other correspondence constituting notification required to be furnished under the Contract, must
42 be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office.
43 Electronic copies such as e-mails or electronically delivered copies of correspondence will not
44 constitute such notice and will not comply with the requirements of the Contract.
45

46 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
47

48 **1-07.1 Laws to be Observed**

49 Section 1-07.1 is supplemented with the following:

1
2 (May 13, 2020)

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

6
7 **1-07.2 State Taxes**

8
9 Delete this section, including its sub-sections, in its entirety and replace it with the following:

10
11 **1-07.2 State Sales Tax**
12 *(June 27, 2011 APWA GSP)*

13
14 The Washington State Department of Revenue has issued special rules on the State sales tax.
15 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
16 contact the Washington State Department of Revenue for answers to questions in this area. The
17 Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax
18 liability.

19
20 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
21 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
22 describes this exception.

23
24 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-
25 funded Project) only if the Contractor has obtained from the Washington State Department of
26 Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).
27 The Contracting Agency may deduct from its payments to the Contractor any amount the
28 Contractor may owe the Washington State Department of Revenue, whether the amount owed
29 relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

30
31 **1-07.2(1) State Sales Tax — Rule 171**

32
33 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,
34 which are owned by a municipal corporation, or political subdivision of the state, or by the United
35 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined
36 sewer systems within and included as a part of the street or road drainage system and power lines
37 when such are part of the roadway lighting system. For work performed in such cases, the
38 Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or
39 other contract amounts, including those that the Contractor pays on the purchase of the materials,
40 equipment, or supplies used or consumed in doing the work.

41
42 **1-07.2(2) State Sales Tax — Rule 170**

43
44 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing
45 buildings, or other structures, upon real property. This includes, but is not limited to, the
46 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and
47 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and
48 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph,
49 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless
50 such power lines become a part of a street or road lighting system; and installing or attaching of any
51 article of tangible personal property in or to real property, whether or not such personal property
52 becomes a part of the realty by virtue of installation.

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

6
7 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
8 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
9 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
10 prices or in any other contract amount.

11 **1-07.2(3) Services**

12
13
14 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly
15 for professional or other services (as defined in Washington State Department of Revenue Rules
16 138 and 244).

17 **1-07.4 Sanitation**

18 **1-07.4(2) Health Hazards**

19
20 Section 1-07.4(2) is supplemented with the following:

21
22 **(May 13, 2020)**

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

24
25 The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The
26 CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning
27 physical Work. The CHSP shall be based on the most current State and Federal
28 requirements. If the State or Federal requirements are revised, the CHSP shall be updated as
29 necessary to conform to the current requirements.

30
31 The Contractor shall update and resubmit the CHSP as the work progresses and new
32 activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the
33 conditions change on the project, or a particular activity, the Contractor shall update and
34 resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with
35 the CHSP.

36
37 The CHSP shall address the health and safety of all people associated with the project
38 including State workers in the field, Contractor personnel, consultants, project staff,
39 subcontractors, suppliers and anyone on the project site, staging areas, or yards.

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

41
42 The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections.
43 The Engineer (or designee) will conduct periodic compliance inspections on the project site,
44 staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If
45 the Engineer becomes aware of a noncompliance incident either through a site inspection or
46 other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall
47 immediately remedy the noncompliance incident or suspend all or part of the associated work
48 activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been
49 corrected before the suspension will end.

50 **1-07.5 Environmental Regulations**

51
52 Section 1-07.5 is supplemented with the following:

1 **(September 20, 2010)**

2 **Environmental Commitments**

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

7
8 (April 1, 2019)

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

12
13 **(August 3, 2009)**

14 **Payment**

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

18
19 **1-07.5(2) State Department of Fish and Wildlife**

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

21
22 (April 2, 2018)

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

27
28 (April 2, 2018)

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

31
32 (April 2, 2018)

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

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

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

39
40 (April 2, 2018)

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

44
45 (February 25, 2013)

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

51
52 (February 25, 2013)

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

4
5 (February 25, 2013)

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

8
9 (April 2, 2018)

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

13 **1-07.6 Permits and Licenses**

14 Section 1-07.6 is supplemented with the following:

15
16
17 (January 2, 2018)

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

22
23 Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through
24 the Engineer with the exception of when the Construction Stormwater General Permit coverage is
25 transferred to the Contractor, direct communication with the Department of Ecology is allowed.
26 The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring
27 additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain
28 additional permits as necessary. All costs to obtain and comply with additional permits shall be
29 included in the applicable Bid items for the Work involved.

30
31 ***

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
National Environmental Policy Act (NEPA) – Documented Categorical Exclusion	Corps of Engineers Seattle District	Authorized under NWS-2018-741
Department of the Army Section 404 Nationwide 14	Corps of Engineers Seattle District	NWS-2018-741
Section 106 Concurrence	Corps of Engineers Seattle District	Authorized under NWS-2018-741
Section 401 Water Quality Certification	Department of Ecology	Certified under NWS-2018-741
Hydraulic Permit Approval	Washington Department of Fish and Wildlife	2019-5-98+01
State Environmental Policy Act	Lewis County Community Development (LCCD)	SEP19-0017
Fill and Grade Permit	LCCD	

32 ***

33 **1-07.7 Load Limits**

1 Section 1-07.7 is supplemented with the following:

2
3 (*****)

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

7
8 Any vehicle providing material paid for by the ton, on the project, will provide licensed tonnage for
9 that vehicle.

10 11 **1-07.9 Wages**

12 13 **1-07.9(1) General**

14 (*****)

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

16
17 The State rates incorporated in this contract are applicable to all construction activities associated
18 with this contract.

19
20 (April 2, 2007)

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

22
23 State prevailing wage rates for public works contracts are included in this contract and show a separate
24 listing for the occupation:

25
26 Landscape Construction, which includes several different occupation descriptions such as: Irrigation
27 and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and Landscaping or
28 Planting Laborers.

29
30 In addition, federal wage rates that are included in this contract may also include occupation
31 descriptions in Federal Occupational groups for work also specifically identified with landscaping such
32 as:

33
34 Laborers with the occupation description, Landscaping or Planting, or

35
36 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

37
38 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
39 Federal wage rates for all occupation descriptions, specific or general, must be considered and
40 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
41 becomes the minimum wage rate for the work performed in that occupation.

42
43 Contractors are responsible for determining the appropriate crafts necessary to perform the contract
44 work. If a classification considered necessary for performance of the work is missing from the Federal
45 Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a
46 proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444,
47 Request for Authorization of Additional Classification and Wage Rate available at
48 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's office.
49 The presence of a classification wage on the Washington State Prevailing Wage Rates For Public
50 Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal
51 classification wage rate.

(*****)

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(September 3, 2019)

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

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation 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.

1 Seattle, WA:

2 SMSA Counties:

3 Seattle Everett, WA 7.2
4 WA King; WA Snohomish.

5 Tacoma, WA 6.2
6 WA Pierce.

7 Non-SMSA Counties 6.1

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

11
12 Portland, OR:

13 SMSA Counties:

14 Portland, OR-WA 4.5
15 WA Clark.

16 Non-SMSA Counties 3.8

17 WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.
18

19 These goals are applicable to each nonexempt Contractor's total on-site construction
20 workforce, regardless of whether or not part of that workforce is performing work on a Federal,
21 or federally assisted project, contract, or subcontract until further notice. Compliance with
22 these goals and time tables is enforced by the Office of Federal Contract compliance
23 Programs.
24

25 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-
26 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative
27 action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to
28 meet the goals. The hours of minority and female employment and training must be
29 substantially uniform throughout the length of the contract, in each construction craft and in
30 each trade, and the Contractor shall make a good faith effort to employ minorities and women
31 evenly on each of its projects. The transfer of minority or female employees or trainees from
32 Contractor to Contractor or from project to project for the sole purpose of meeting the
33 Contractor's goal shall be a violation of the contract, the Executive Order and the regulations
34 in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours
35 performed.
36

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

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

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

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

- 8 1. As used in these specifications:
9

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

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

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- 1 k. Validate all tests and other selection requirements where there is an obligation to do
2 so under 41 CFR Part 60-3.
3
- 4 l. Conduct, at least annually, an inventory and evaluation of all minority and female
5 personnel for promotional opportunities and encourage these employees to seek or
6 to prepare for, through appropriate training, etc., such opportunities.
7
- 8 m. Ensure that seniority practices, job classifications, work assignments and other
9 personnel practices, do not have a discriminatory effect by continually monitoring all
10 personnel and employment related activities to ensure that the EEO policy and the
11 Contractor's obligations under these specifications are being carried out.
12
- 13 n. Ensure that all facilities and company activities are nonsegregated except that
14 separate or single-user toilet and necessary changing facilities shall be provided to
15 assure privacy between the sexes.
16
- 17 o. Document and maintain a record of all solicitations of offers for subcontracts from
18 minority and female construction contractors and suppliers, including circulation of
19 solicitations to minority and female contractor associations and other business
20 associations.
21
- 22 p. Conduct a review, at least annually, of all supervisors' adherence to and performance
23 under the Contractor's EEO policies and affirmative action obligations.
24
- 25 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling
26 one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor
27 association, joint contractor-union, contractor-community, or other similar group of which the
28 Contractor is a member and participant, may be asserted as fulfilling any one or more of the
29 obligations under 7a through 7p of this Special Provision provided that the Contractor actively
30 participates in the group, makes every effort to assure that the group has a positive impact on
31 the employment of minorities and women in the industry, ensure that the concrete benefits of
32 the program are reflected in the Contractor's minority and female work-force participation,
33 makes a good faith effort to meet its individual goals and timetables, and can provide access
34 to documentation which demonstrate the effectiveness of actions taken on behalf of the
35 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group
36 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
37
- 38 9. A single goal for minorities and a separate single goal for women have been established. The
39 Contractor, however, is required to provide equal employment opportunity and to take
40 affirmative action for all minority groups, both male and female, and all women, both minority
41 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a
42 particular group is employed in substantially disparate manner (for example, even though the
43 Contractor has achieved its goals for women generally, the Contractor may be in violation of
44 the Executive Order if a specific minority group of women 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 and
3 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive
4 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract
5 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties
6 shall be in violation of these specifications and Executive Order 11246, as amended.
7
- 8 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific
9 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of
10 this Special Provision, so as to achieve maximum results from its efforts to ensure equal
11 employment opportunity. If the Contractor fails to comply with the requirements of the
12 Executive Order, the implementing regulations, or these specifications, the Director shall
13 proceed in accordance with 41 CFR 60-4.8.
14
- 15 14. The Contractor shall designate a responsible official to monitor all employment related activity
16 to ensure that the company EEO policy is being carried out, to submit reports relating to the
17 provisions hereof as may be required by the government and to keep records. Records shall
18 at least include, for each employee, their name, address, telephone numbers, construction
19 trade, union affiliation if any, employee identification number when assigned, social security
20 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of
21 changes in status, hours worked per week in the indicated trade, rate of pay, and locations at
22 which the work was performed. Records shall be maintained in an easily understandable and
23 retrievable form; however, to the degree that existing records satisfy this requirement, the
24 Contractors will not be required to maintain separate records.
25
- 26 15. Nothing herein provided shall be construed as a limitation upon the application of other laws
27 which establish different standards of compliance or upon the application of requirements for
28 the hiring of local or other area residents (e.g., those under the Public Works Employment Act
29 of 1977 and the Community Development Block Grant Program).
30
- 31 16. Additional assistance for Federal Construction Contractors on contracts administered by
32 Washington State Department of Transportation or by Local Agencies may be found at:

33
34 Washington State Dept. of Transportation
35 Office of Equal Opportunity
36 PO Box 47314
37 310 Maple Park Ave. SE
38 Olympia WA
39 98504-7314
40 Ph: 360-705-7090
41 Fax: 360-705-6801
42 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
43

44 **1-07.17, Utilities and Similar Facilities**
45 (April 2, 2007)
46

47 Section 1-07.17 is supplemented with the following:
48

49 Locations and dimensions shown in the Plans for existing facilities are in accordance with available
50 information obtained without uncovering, measuring, or other verification.
51

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

3
4 Lewis County P.U.D. No. 1
5 321 NW Pacific
6 Chehalis, WA 98532
7 Telephone (360) 748-9261

8
9 TDS Telecom
10 PO Box 218
11 La Center, WA 98629
12 Telephone (360) 263-5969

13
14 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to
15 construction. The Contractor shall notify the Utility Owner of any utilities that are within two feet of the
16 planned construction. The above list of Utility Owners may not be complete. As per RCW 19.122 it
17 shall be the Contractors responsibility to contact the owners of utilities known or suspected of having
18 services close to the project site.

19
20 **1-07.18 Public Liability and Property Damage Insurance**

21
22 Delete this section in its entirety, and replace it with the following:

23
24 **1-07.18 Insurance**
25 *(January 4, 2016 APWA GSP)*

26
27 **1-07.18(1) General Requirements**

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

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

16
17 **1-07.18(2) Additional Insured**

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

- 21 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
22

23 The above-listed entities shall be additional insured(s) for the full available limits of liability maintained
24 by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than
25 those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the
26 Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.
27

28 For Commercial General Liability insurance coverage, the required additional insured endorsements
29 shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for
30 completed operations.
31

32 **1-07.18(3) Subcontractors**

33 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
34 complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
35 except the Contractor shall have sole responsibility for determining the limits of coverage required to be
36 obtained by Subcontractors.
37

38 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as
39 additional insureds, and provide proof of such on the policies as required by that section as detailed in
40 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and
41 CG 20 37 10 01 for completed operations.
42

43 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
44 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
45 every tier as required in 1-07.18(4) Verification of Coverage.
46

47 **1-07.18(4) Verification of Coverage**

48 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements
49 for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the
50 signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage
51 with these insurance requirements or failure of Contracting Agency to identify a deficiency from the

1 insurance documentation provided shall not be construed as a waiver of Contractor's obligation to
2 maintain such insurance.

3
4 Verification of coverage shall include:

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

12
13 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full
14 and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full
15 and certified copy of that policy is required when the Contractor delivers the signed Contract for the
16 work.

17 **1-07.18(5) Coverages and Limits**

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

22
23 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
24 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
25 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability
26 subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention
27 shall be the responsibility of the Contractor.

28 **1-07.18(5)A Commercial General Liability**

29
30 Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO
31 occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop
32 gap liability, independent contractors, products-completed operations, personal and advertising injury,
33 and liability assumed under an insured contract. There shall be no exclusion for liability arising from
34 explosion, collapse or underground property damage.

35
36 The Commercial General Liability insurance shall be endorsed to provide a per project general
37 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

38
39 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
40 completed operations for at least three years following Substantial Completion of the Work.

41
42 Such policy must provide the following minimum limits:

43	\$1,000,000	Each Occurrence
44	\$2,000,000	General Aggregate
45	\$2,000,000	Products & Completed Operations Aggregate
46	\$1,000,000	Personal & Advertising Injury each offence
47	\$1,000,000	Stop Gap / Employers' Liability each accident
48		
49		

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

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

5
6 Such policy must provide the following minimum limit:

7 \$1,000,000 Combined single limit each accident

8
9 **1-07.18(5)C Workers' Compensation**

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

12
13 **1-07.23, PUBLIC CONVENIENCE AND SAFETY**

14 **1-07.23(1) Construction Under Traffic**

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

16 (February 3, 2020)

17 **Work Zone Clear Zone**

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

23
24
25 During nonworking hours equipment or materials shall not be within the WZCZ unless
26 they are protected by permanent guardrail or temporary concrete barrier. The use of
27 temporary concrete barrier shall be permitted only if the Engineer approves the
28 installation and location.

29
30 During actual hours of work, unless protected as described above, only materials
31 absolutely necessary to construction shall be within the WZCZ and only construction
32 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
33 allowed to stop or park on the shoulder of the roadway.

34
35 The Contractor's nonessential vehicles and employees private vehicles shall not be
36 permitted to park within the WZCZ at any time unless protected as described above.

37
38 Deviation from the above requirements shall not occur unless the Contractor has
39 requested the deviation in writing and the Engineer has provided written approval.

40
41 Minimum WZCZ distances are measured from the edge of traveled way and will be
42 determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

1-08, PROSECUTION AND PROGRESS

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the

1 preconstruction conference, subject to the provisions below. The working hours for the Contract
2 shall be established at or prior to the preconstruction conference.
3

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

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

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

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

30 **1-08.1 Subcontracting**

31 (December 19, 2019 APWA GSP, Option A)
32

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

39 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract
40 until the following documents have been completed and submitted to the Engineer:
41

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

46 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form
47 272-065) within 15 calendar days after receipt of every monthly progress payment until every
48 Subcontractor and lower tier Subcontractor's retainage has been released.
49

1 The ninth paragraph, beginning with “On all projects, ...” is revised to read:

2
3 The Contractor shall certify to the actual amount received from the Contracting Agency and
4 amounts paid to all firms that were used as Subcontractors, lower tier subcontractors,
5 manufacturers, regular dealers, or service providers on the Contract. This includes all
6 Disadvantaged, Minority, Small, Veteran or Women’s Business Enterprise firms. This Certification
7 shall be submitted to the Engineer on a monthly basis each month between Execution of the
8 Contract and Physical Completion of the Contract using the application available at:
9 <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month
10 between Execution of the Contract and Physical Completion regardless of whether payments were
11 made or work occurred.

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

15
16 Revise this section to read:

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

24
25 **Contractor’s Weekly Activities**

26 *(*****)*

27 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate the
28 Contractor’s proposed activities for the forthcoming week along with the hours of work. This will permit
29 the Engineer to more effectively provide the contract engineering and inspection for the Contractor’s
30 operations.

31
32 The written weekly activity schedule shall be submitted to the Engineer or a designated assistant before
33 the end of the last shift on the next to the last working day of the week preceding the indicated activities,
34 or other mutually agreeable time.

35
36 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a sequence
37 differing from that which has been shown on the schedule, the Engineer may require the Contractor to
38 delay unscheduled activities until they are included on a subsequent weekly activity schedule.

39
40 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a summary of
41 project activities to the Engineer. The summary of activities shall include a report of the nature and
42 progress of each of the major activities that were advanced on the project within the previous week.

43
44 **1-08.4 Prosecution Of Work**

45 Revise this section to read:

46
47 **1-08.4 Notice to Proceed and Prosecution of Work**
48 *(July 23, 2015 APWA GSP)*

49
50 Notice to Proceed will be given after the contract has been executed and the contract bond and
51 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor
52 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The

1 Contractor shall commence construction activities on the project site within ten days of the Notice to
2 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the
3 work to the physical completion date within the time specified in the contract. Voluntary shutdown
4 or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to
5 complete the work within the time(s) specified in the contract.
6

7 **1-08.5 Time for Completion**

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

9
10 Revise the third and fourth paragraphs to read:

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

15
16 Each working day shall be charged to the contract as it occurs, until the contract work is physically
17 complete. If substantial completion has been granted and all the authorized working days have
18 been used, charging of working days will cease. Each week the Engineer will provide the Contractor
19 a statement that shows the number of working days: (1) charged to the contract the week before;
20 (2) specified for the physical completion of the contract; and (3) remaining for the physical
21 completion of the contract. The statement will also show the nonworking days and any partial or
22 whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each
23 statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be
24 considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
25 ascertain the basis and amount of time disputed. By not filing such detailed protest in that period,
26 the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is
27 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week
28 in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of
29 that week will be charged as a working day whether or not the Contractor works on that day.
30

31 Revise the sixth paragraph to read:

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

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

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

3 g. Property owner releases per Section 1-07.24

4
5 (*****)

6 This project shall be physically complete within *** 20 *** working days.

7
8 Contract Time shall begin on *** August 30, 2021 ***.

9
10 **1-09, MEASUREMENT AND PAYMENT**

11 **1-09.7 Mobilization**

12 Section 1-08.5 is supplemented with the following:

13
14 (*****)

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

17
18 **1-09.9 Payments**

19 *(March 13, 2012 APWA GSP)*

20
21 Delete the first four paragraphs and replace them with the following:

22
23 The basis of payment will be the actual quantities of Work performed according to the Contract and
24 as specified for payment.

25
26 The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction
27 Conference, to enable the Project Engineer to determine the Work performed on a monthly basis.
28 A breakdown is not required for lump sum items that include a basis for incremental payments as
29 part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make
30 a determination based on information available. The Project Engineer's determination of the cost of
31 work shall be final.

32
33 Progress payments for completed work and material on hand will be based upon progress
34 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
35 preconstruction conference.

36
37 The initial progress estimate will be made not later than 30 days after the Contractor commences
38 the work, and successive progress estimates will be made every month thereafter until the
39 Completion Date. Progress estimates made during progress of the work are tentative, and made
40 only for the purpose of determining progress payments. The progress estimates are subject to
41 change at any time prior to the calculation of the final payment.

42
43 The value of the progress estimate will be the sum of the following:

- 44 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
45 completed multiplied by the unit price.
- 46 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
47 breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

- 1 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other
2 storage area approved by the Engineer.
- 3 4. Change Orders — entitlement for approved extra cost or completed extra work as determined
4 by the Engineer.
5

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

- 7 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 8 2. The amount of progress payments previously made; and
- 9 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract
10 Documents.
11

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

16 **1-09.9(1) Retainage**

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

18 **Retainage of 5 percent shall be as required by RCW 60.28.011.**
19
20

21 **1-09.11 Disputes and Claims**

22 **1-09.11(3) Time Limitation and Jurisdiction**

23 *(November 30, 2018 APWA GSP)*
24
25

26 Revise this section to read:

27
28 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
29 claims or causes of action which the Contractor has against the Contracting Agency arising from
30 the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-
31 05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or
32 causes of action shall be brought only in the Superior Court of the county where the Contracting
33 Agency headquarters is located, provided that where an action is asserted against a county, RCW
34 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the
35 Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such
36 claims or causes of action. It is further mutually agreed by the parties that when any claims or
37 causes of action which the Contractor asserts against the Contracting Agency arising from the
38 Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the
39 Contracting Agency to have timely access to any records deemed necessary by the Contracting
40 Agency to assist in evaluating the claims or action.
41

42 **1-09.13 Claims Resolution**

43 **1-09.13(3) Claims \$250,000 or Less**

44 *(October 1, 2005 APWA GSP)*
45
46

47 Delete this Section and replace it with the following:

48
49 The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or
50 less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR

1 processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve
2 the claim through binding arbitration.

3
4 **1-09.13(3)A Administration of Arbitration**
5 *(November 30, 2018 APWA GSP)*

6
7 Revise the third paragraph to read:

8
9 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
10 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior
11 Court of the county in which the Contracting Agency's headquarters is located, provided that where
12 claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and
13 jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the
14 decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

15
16 **1-09.13(4) Claims in Excess of \$250,000**

17
18 Section 1-09.13(4) is hereby deleted and replaced with the following:

19
20 **CLAIMS RESOLUTION**
21 **(Lewis County)**

22
23 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and
24 Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these
25 sections must be complied with in full as a condition precedent to the Contractor's right to seek
26 claims resolution through arbitration or litigation. The Contractor may file with the Engineer a
27 request for binding arbitration; the Engineer's decision regarding that request shall be final and
28 unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in
29 Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit raising
30 any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit such
31 claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis County
32 Superior Court motions to dismiss or for summary judgment at any time. In any binding arbitration
33 proceeding, the provisions of subparagraphs (a) and (b) shall apply.

- 34
35 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in
36 a single arbitration hearing, and then only after completion of the contract. The
37 parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules
38 hereafter stated, and shall, for purposes of administration of the arbitration, comply
39 where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration
40 Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as
41 referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6.
42 There shall be one arbitrator, to be chosen by mutual agreement of the parties from
43 the list provided by the Lewis County Superior Court Administrator. If the parties
44 cannot agree on a person to serve as arbitrator, the matter shall be submitted for
45 appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the
46 scope and extent of discovery, except that the Contractor shall provide and update
47 the information required by Section 1-09.11(2) of the Standard Specifications.
48 Additionally, each party shall file a statement of proof with the other party and the
49 arbitrator at least 20 calendar days before the scheduled arbitration hearing. The
50 statement of proof shall include:

- 51
52 1. The name, business address and contact telephone number of each

witness who will testify at the hearing.

2.
For each witness to be offered as an expert, a statement of the subject matter and a statement of the facts, resource materials (not protected by privilege) and learned treatises upon which the expert is expected to testify and render an opinion(s), synopsis of the basis for such opinion(s), and a resume of the expert detailing his/her qualifications as an expert and pursuant to rendering such opinion(s). A list of documents and other exhibits the party intends to offer in evidence at the arbitration hearing. Either party may request a copy of any document listed, and a copy or description of any other exhibit listed. The party receiving the request shall provide the copies or description within five (5) calendar days. The parties or arbitrator may subpoena parties in accordance with the Superior Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a witness or offer a document or other exhibit not included in the statement of proof only upon a showing of good cause.

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

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

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

(January 3, 2017)

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

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

Evergreen Safety Council
12545 135th Ave. NE

1 Kirkland, WA 98034-8709
2 1-800-521-0778

3
4 The American Traffic Safety Services Association
5 15 Riverside Parkway, Suite 100
6 Fredericksburg, Virginia 22406-1022
7 Training Dept. Toll Free (877) 642-4637
8 Phone: (540) 368-1701
9

10 **1-10.2(2) Traffic Control Plans**

11 (*****)

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

13
14 The Contracting Agency has attached a Temporary Traffic Control Plan in Contract Plans for
15 temporary traffic control on this project. Work zone delineation with traffic cones or other devices
16 for alternating one-way traffic shall follow MUTCD Typical Application 10 or an approved alternate
17 plan. All signs (Class A and B) required for this project and as shown on the Traffic Control Plan,
18 shall be the Contractor's responsibility to furnish, erect, and maintain. The Contractor shall adopt
19 the Traffic Control Plan in writing to the Engineer or furnish a new plan for review. The Contractor
20 shall conduct his operations on the roadway in a manner that one-way traffic is maintained at all
21 times, unless otherwise directed by the Engineer.
22

23 All Class A signs shall be included in the "Project Temporary Traffic Control" per lump sum.
24

25 No buried sign posts shall be used for this project. Class A signs shall be installed using an
26 elevated stand capable of reaching a minimum height of 3 feet to the bottom of the sign and be
27 equipped with adjustable legs so the sign can be made level. The signs shall be weighted to
28 prevent tipping or being blown over.
29

30 If determined by the Engineer that additional signing (not shown on the Temporary Traffic Control
31 Plan) is needed, it shall be the Contractor's responsibility to furnish, erect, and maintain these
32 additional signs at no cost to the Contracting Agency.
33

34 **1-10.2(3) Conformance to Established Standards**

35 (*****)

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

37
38 The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines"
39 (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.
40

41 **1-10.4 Measurement**

42 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

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

44
45 (August 2, 2004)

46 The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions
47 of Section 1-10.4(1) shall apply.
48
49

50 **EXISTING SIGNS**

1 (*****)

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

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

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

13
14
15 **DIVISION 2**
16 **EARTHWORK**
17

18 **2-03, ROADWAY EXCAVATION AND EMBANKMENT**

19 (*****)

20 **2-03.3 Construction Requirements**

21
22
23 **2-03.3(7) Disposal Of Surplus Material**

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

25
26 No waste site has been provided to the Contractor for the disposal of unsuitable and excess
27 excavation material. The Contractor shall make his own arrangement to acquire a site for the
28 disposal of unsuitable and excess excavation material.

29
30 The Contractor shall make his own arrangements to acquire a site and obtain all environmental
31 permits required for the disposal of the unsuitable excavation material. The Contracting Agency
32 must approve the waste site prior to it being utilized. Approval cannot be given until the
33 Contracting Agency receives copies of all environmental approvals.

34
35 All costs for acquiring a disposal site and for the loading, hauling, and disposal of unsuitable and
36 excess excavation material shall be considered incidental to the project and be included in the unit
37 contract prices for the various items of work therein.

38
39 **Site Access**

40 The Contractor may construct the temporary Site Access road as shown in the Contract Plans. Up
41 to 25 linear feet of Calvin Road guardrail may be temporarily removed for access to the
42 downstreamside of the culvert. Guardrail End Sections conforming to WSDOT Standard Plan C-7
43 shall be installed and shall remain on existing guardrail ends outside the guardrail break area. Soil
44 material removed for this temporary access road shall be stockpiled and replaced after
45 construction is completed to restore the original streambank and terrace. The Contractor supplied
46 material to construct the temporary access road (In the area shown to be removed after
47 construction) shall remain the property of the Contractor after removal. All guardrail removed for
48 the project shall be re-installed to the original condition and per WSDOT Standard Specification 8-
49 11 Guardrail. The Contractor may submit a different plan to the Engineer for review.

50
51 **2-03.4 Measurement**

1 Section 2-03.4 is supplemented with the following:

2
3 (March 13, 1995)

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

8
9 If discrepancies are discovered in the ground elevations which will materially affect the quantities
10 of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

11
12 Earthwork quantities will be computed, either manually or by means of electronic data processing
13 equipment, by use of the average end area method or by the finite element analysis method
14 utilizing digital terrain modeling techniques.

15
16 Copies of the ground cross-section notes will be available for the bidder's inspection, before the
17 opening of bids, at the County Engineer's office.

18
19 Upon award of the contract, copies of the original ground cross-sections will be furnished to the
20 successful bidder on request to the Project Engineer.

21
22 No specific unit of measurement will apply to "Site Access".

23 24 **2-03.5 Payment**

25 Section 2-03.5 is supplemented with the following:

26
27 (*****)

28 "Site Access", lump sum.

29 The lump sum contract price for "Site Access" shall be full payment to perform the work as
30 specified, including removing guardrail, temporary Guardrail End Sections, excavation,
31 stockpiling native material, maintaining the access road, replacing excavated material, replacing
32 guardrail, and restoring the area to original ground contours.

33 34 **2-09, STRUCTURE EXCAVATION**

35 **2-09.1 Description**

36 (*****)

37 Section 2-09.1 is supplemented with the following:

38 39 **Temporary Stream Diversion**

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

47
48 **The Contracting Agency has designed a Temporary Stream Diversion Plan in the Contract Plans**
49 **for the Contractor's approval.**

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

10 **Submittals**

11 One week prior to beginning stream diversion/bypass and dewatering work, the Contractor shall submit
12 the following in writing to the Engineer for approval:
13

- 14 1. Plans for the installation and commissioning of the dewatering system throughout the duration of
15 the structure excavation.
16
17 a) Drawings for Information: Show arrangement, locations, and details of temporary
18 diversion structure, pump locations and discharge line, discharge point, temporary
19 erosion control, and removal of stranded fish.
20
21 b) Include a written report outlining control procedures to be adopted if stream bypass
22 problems arise. Photograph or videotape, in sufficient detail, existing conditions of
23 adjoining construction and site improvements that might be misconstrued as damage
24 caused by stream bypass operations.
- 25 2. Method of stream diversion/bypass throughout the duration of the structure excavation.
26

27 Work shall not commence until the submittals are approved in writing by the Engineer.
28

29 **2-09.3 Construction Requirements**

30 (*****)

31 Section 2-09.3 in supplemented with the following:
32

33 **Preparation**

34 Install the stream diversion system to ensure minimum interference with the existing streambed, and
35 other facilities surrounding the dewatering site.
36

37 Disturbance of the bed and banks should be limited to that necessary to place the structure,
38 embankment protection, and any required channel modification associated with the installation. All
39 disturbed areas should be protected from erosion within seven (7) calendar days of completion using
40 vegetation or other means.
41

42 Isolation of the construction site from stream flow shall be accomplished using techniques such as:
43

- 44 By pumping the stream flow around the site.
- 45 The installation of a sheetpile or sandbag wall.
- 46 The use of a water-filled cofferdam.
47

48 Exception may be granted if siltation or turbidity is reduced to acceptable levels by means approved by
49 the Engineer, the Washington Department of Fish and Wildlife (WDFW) and Washington Department of
50 Ecology.
51

52 **Installation**

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

4
5 It is anticipated that a pump bypass system will be utilized to by-pass stream around the excavation
6 area.

7
8 Provide standby equipment on-site available for immediate operation, to maintain stream bypass on
9 continuous basis if any part of system becomes inadequate or fails. At a minimum the Contractor shall
10 provide and have on hand additional pumps as a backup to the stream bypass system. If stream
11 bypass requirements are not satisfied due to inadequacy or failure of stream bypass system, restore
12 damaged structures and foundation soils at no additional expense to the County.

13
14 Fish rescue shall be conducted within the zone of isolation. All fish shall be transferred downstream of
15 the project site using Washington State Department of Transportation (WSDOT) fish exclusion
16 protocols. Fish shall be removed from the project area using a seine net, dip net and five gallon
17 buckets. When fish rescue is completed the site may be dewatered. Pumps shall draw down water at
18 a slow rate so that fish remaining may be rescued and no fish stranding shall occur.

19
20 Any wastewater from project activities and dewatering shall be routed to an area outside the ordinary
21 high water line to allow settling of fine sediments and other contaminants prior to being discharged back
22 into the subject stream. Do not permit open-sump pumping that leads to loss of fines, soil piping,
23 subgrade softening, and slope instability. Dewatering operations shall comply with regulatory water
24 disposal requirements of authorities having jurisdiction. The stream diversion/bypass and shall be
25 sufficiently maintained to avoid significant leaks that may result in flows through the work zone. All in-
26 water work shall be in strict conformance with permits obtained for this project.

27
28 Remove and dispose of the stream bypass system from project site once the new stream channel has
29 been constructed and approved by the Engineer. Upon decommissioning, flows shall be reintroduced
30 gradually so as to minimize the mobilization of sediments.

31 **2-09.4 Measurement**

32 (*****)

33 Section 2-09.4 in supplemented with the following:

34
35 No specific unit of measurement will apply to “Temporary Stream Diversion”.

36 **2-09.5 Payment**

37 (*****)

38 Section 2-09.5 in supplemented with the following:

39
40 Payment will be made in accordance with Section 1-04.1 for the following bid item included in the
41 proposal:

42 “Temporary Stream Diversion”, lump sum.

43 The lump sum contract price for “Temporary Stream Diversion” shall be full payment to perform the
44 work as specified, including dewatering, stream diversion/bypass, pump monitoring and operation, fish
45 rescue, and any sandbagging, pumping (with WDFW approved fish screens), fish exclusion, sediment
46 removal, filtration or other materials necessary to complete the work.
47
48
49
50

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

3-01, PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

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

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

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

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

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

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

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

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

Kind and Variety of Seed in Mixture by Common Name and <u>(Botanical name)</u>	Pounds Pure Live Seed (PLS) Per Acre
Deschampsia elongata Slender Hairgrass	5.88
<i>Elymus glaucus</i> Blue Wildrye	39
Festuca idahonesis Idaho Fescue	12.74
<i>Festuca ovina</i> Sheep Fescue	4.21
<i>Hordeum brachyantherum</i>	16.86

1 Meadow Barley

2
3 *Koeler cristata* 1.31
4 Prairie Junegrass

5
6 Total Pounds PLS Per Acre 80

7
8 After seeding the Contractor shall be responsible to ensure a healthy stand of grass, otherwise, the
9 Contractor shall, restore eroded areas, clean up materials, and reapply the seed, at no cost to the
10 Contracting Agency.

11
12 Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the
13 seed.

14
15 **8-01.3(2)D Mulching**

16 (*****)

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

18
19 Long-Term Wood Cellulose Fiber mulch shall be applied at a rate of 4,000 pounds per acre with all
20 permanent seed mixes and shall conform to Section 9-14.4(2)A Long-Term Mulch of the Standard
21 Specifications. No more than 2,000 pounds shall be applied in any single lift.

22
23 **8-01.3(2)E Tackifiers**

24 (*****)

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

26
27 PAM shall be added to seed mixes at the time of hydraulic application. Application rates and
28 methods shall conform to Section 8-01.3(2)E of the Standard Specifications.

29
30 **8-01.5 Payment**

31 (*****)

32 Section 8-01.5 is supplemented with the following:

33
34 The unit contract price per Linear Foot (L.F.) for "High Visibility Fence" shall be full pay for all
35 cost to obtain, install, maintain, and remove the fence as specified. Once removed, the fencing
36 shall remain the property of the Contractor.

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

43
44 **8-02 ROADSIDE RESTORATION**

45
46 **8-02.1 Description**

47 Section 8-02.1 is supplemented with the following:

48 (*****)

49
50 The work described in this section, regardless of the nature or type of the materials encountered,
51 includes supplying plant material, planting, installing plant protectors, installing weed barrier mats

1 (at tree and shrub locations) and installing identification stakes as shown in the Contract Plans,
2 marked in the field, and as directed by the Engineer. This work shall be accomplished in
3 accordance with all environmental permits regulating the work.
4

5 **8-02.3 Construction Requirements**

6 Section 8-02.3 is supplemented with the following:
7

8 (*****)

9 **PLANTING MITIGATION CONSTRUCTION**

10
11 The Contractor shall grade, plant, and otherwise construct mitigated planting areas as shown in
12 the Contract Plans, marked in the field, and required by the Engineer. The planting of the
13 enhancement sites shall be performed by a biologist, horticulturist, landscape architect or other
14 similar professional. The credentials of the supervisor of this work shall be approved by the
15 Engineer prior to beginning work on this item.
16

17 The work described in this section, regardless of the nature or type of the materials encountered,
18 includes site preparation, seeding, planting, mulching, and installation of bark mulch rings as
19 outlined Section 8-01 and 8.02 of these Special Provision.
20

21 **Planting Zones**

22 Planting zones shall be as follows:
23

24 **See sheet 6 of 9 of the Contract Plans**
25

26 **Plant Establishment**

27 (*****)
28

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

35 All shrubs and trees shall be marked with a monitoring stake. Monitoring stakes shall be installed
36 to a depth of 18 inches. Monitoring stakes shall be two to three feet above grade. The top six
37 inches of the monitoring stakes shall be painted and color coded to species. The Contractor shall
38 provide a color coding for stakes for each plant type to the Engineer, to aid in identification of dead
39 and/or missing species
40

41 (*****)

42 Plant Protectors shall be placed around all tree and shrub species to be planted. Plant protectors
43 shall be made of solid flexible plastic and should be held in place with bamboo or wood stakes.
44 Plant protectors shall be installed to a depth of three inches below the soil surface and extend nine
45 to twelve inches above the surface. Stakes should extend a minimum two inches below and
46 minimum two inches above the plant protector and be placed 2 to 3 inches away from the plant.
47 Plant protectors shall be secured to stakes with a minimum of two zip ties or equivalent.
48

49 **8-02.3(11) Bark or Wood Chip Mulch**

50 Section 8-02.3(11) is supplemented with the following:

1
2 (*****)

3 After hydro-seeding place Bark mulch rings not to exceed 3 foot (ft) diameter, a minimum
4 depth of 3 inches. Pull bark mulch back 3 inches from base of plants.

5
6 Bark mulch shall meet the requirements of Section 9-14.4(3).

7
8 **8-02.4 Measurement**

9 Section 8-02.4 is supplemented with the following:

10
11 (*****)

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

16
17 **8-02.5 Payment**

18 Section 8-02.5 is supplemented with the following:

19
20 “Planting Mitigation Construction”

21 The unit contract price per Lump Sum for “Planting Mitigation Construction” shall be full
22 compensation for replacing soil to the Contract Plan details in the cut areas of the access roads,
23 furnishing and installing all plants, Bark mulch rings - as described in Special Provisions Section 8-
24 01 and Section 8-02. Material descriptions and construction requirements are as described in this
25 Special Provision and Sections 8-01, 8-02 of the Special Provisions and as shown in the Contract
26 Plans. The long term monitoring and maintenance (after one-year plant guarantee period) shall be
27 completed by others.

28
29 **8-15 RIPRAP**

30
31 **8-15.2 Materials**

32 (*****)

33 Section 8-15.1 is supplemented with the following:

34
35 Streambed Sediment 9-03.11(1)

36
37 Streambed Cobbles 9-03.11(2)

38
39 Streambed Boulders 9-03.11(3)

40
41 **Large Woody Debris**

42
43 Large woody debris shall consist of 12-inch to 18” diameter minimum log stems with root wads
44 attached as shown in the Plans. Trunk length and diameter shall be as shown in the Plans.
45 Root wads shall consist of stout root balls with all roots attached (do not trim fine roots) that
46 form a 3-ft root wad diameter minimum as depicted on the Contract Plans. Large woody
47 debris shall be green (not stockpiled) Douglas fir or Western Red Cedar species that are free
48 from rot or decay.

49
50 **Ballast Rock**

51 Ballast rock shall be naturally occurring or sub-angular (quarry rock) and roughly equi-

1 dimensional; length not more than 2.5 times the width or thickness as measured at the middle
2 of the stone. Rock is to be hard, durable, and abrasive resistant stone free from seams,
3 cracks, cleavage planes, laminations, organics, and debris. Ballast rock shall be Three Man
4 Rock as defined in Section 9-13.7(1) of the WSDOT Standard Specifications. The minimum
5 weight of each ballast rock shall be 850 lbs.

6 **Anchoring Materials**

7 Wire Rope (Safe / Working Load Limit) 4,000-lb Minimum Working Load
8 Epoxy-- approved epoxy for the intended application and listed on the Qualified Products List
9 Wire Rope Clips – Must meet intended application/capacity for wire rope connection.
10

11 **8-15.3 Construction Requirements**

12
13 **(*****)**

14 Section 8-15.3 is supplemented with the following:
15

16 **Streambed Mix**

17 Streambed Mix (Streambed Sediment and Cobbles) shall be mixed at the rock pit or on-site per the
18 ratios stipulated in the Plans and as directed by the Engineer. Once mixed, the Streambed Mix will
19 be subject to Engineer approval prior to placement per the plans. The Contractor will place a test
20 section of 20 linear feet of the Streambed Mix within the culvert crossing and a test section of 20
21 linear feet downstream of the culvert crossing, including Stoneline Mix or Large Woody Debris
22 placement, for Engineer approval. Place Streambed Mix in the stream channel and culvert as
23 profiled and detailed in the Plans or as directed by the Engineer. Compact and water until firm and
24 stable in 12-inch maximum lifts. Additional Streambed Sediment shall be placed on top of the
25 Streambed Mix to provide stability to the streambed mix and be placed in area of voids and
26 watered to create a uniform, non-porous bed. Larger rocks of the streambed mix shall be placed
27 towards the outside of the culvert and stream channel to retain the designed trapezoidal shape, as
28 directed by the Engineer. Streambed Mix shall meet the gradation requirements listed on the
29 Contract Plans.
30

31 **Stoneline Mix**

32 This work consists of placing Stoneline Mix in a braced configuration to provide stability to the
33 stream channel. Stoneline Mix (Streambed Boulders, and Streambed Cobble) shall be installed as
34 depicted on the Contract Plans or as directed by the Engineer. Stoneline Mix shall meet the
35 gradation requirements listed on the Contract Plans. The Contractor will place a test section
36 comprising three spanning Stonelines and two bracing Stonelines for Engineer approval. The
37 Contractor will adjust placement of materials within the test section per the Engineer's direction
38 and install subsequent Stonelines accordingly.
39

40 **Large Woody Debris (LWD)**

41 This work consists of placing large woody debris within the stream channel and securing each
42 piece of LWD with ballast rock and wire rope as depicted and detailed on the Contract Plans. Care
43 should be taken when handling log materials to minimize damage such as abrasion. Any log
44 materials that are damaged when handling such as splitting, crushing and shearing to the tree
45 trunk and root wads shall be replaced and approved by the Engineer, at the Contractor's expense.
46

47 Log to Ballast Rock Connection

48 The Contractor shall place ballast rocks as shown in the Plans or as directed by the Engineer
49 with the placement of each LWD. The Contractor shall first drill and install wire rope (drilled
50 through or with epoxy) prior to placing rock. Secure bonding of the epoxy shall be tested by
51 lifting rock off the ground by only holding on the wire rope. Placing of ballast rocks shall be
52

1 carried out by excavator. End dumping using chutes or similar methods will not be permitted.
2 After placing the rock at its proper location as directed by the Engineer, wrap wire rope around
3 logs as shown in typical details in the Plans. Wherever wire rope is wrapped around a Log, a 1
4 to 1-½ inch deep notch shall be cut into the Log approximately half way around. The wire rope
5 shall be fitted into the notch, tensioned to ~¼ of the wire rope working load, and secured to itself
6 using three (3) wire rope clips or other approved attachment method. Wire rope clips shall be
7 spot welded (or threads fouled) after tightening to prevent loosening or theft. Each LWD piece
8 shall be anchored with rock ballast near the end in the channel and embedding the rest of the
9 LWD piece in the bank. Rock ballast shall be one round or sub-angular boulder/rock (850-lbs
10 minimum and drilled through or epoxied) installed upstream of LWD.

11 **8-15.4 Measurement**

12 (*****)

13 Section 8-15.4 is supplemented with the following:

14
15
16 “Streambed Mix” will be measured per Ton. The provisions of Section 1-04.6 Variation in
17 Estimated Quantities shall not apply to this bid item.

18
19 “Stoneline Mix” will be measured per Ton.

20
21 “Large Woody Debris” shall be measured per each installed regardless of length, diameter, or
22 attached root wad. This includes removing and relocating existing in-stream debris to prepare
23 the site for material placement, excavation, backfilling and compaction native material,
24 supplying and installing logs with root wads, supplying and installing ballast rock, supplying
25 and installing wire rope with wire clips, staples, epoxy and all other work required to complete
26 Large Woody Debris anchoring and installation.

27 **8-15.5 Payment**

28 (*****)

29 Section 8-15.5 is supplemented with the following:

30
31
32 “Streambed Mix” per Ton.

33 The Unit Price “Streambed Mix” shall be full pay for the Work described in this Section
34 including material supply, hauling material, removing and relocating existing in-stream debris
35 to prepare the site for material placement, excavating for material placement, backfilling,
36 watering and compaction to the lines and grades depicted in the Contract Plans or as directed
37 by the Engineer. Includes 0.5 foot of Streambed Sediment as shown on Plans.

38
39 “Stoneline Mix” per Ton.

40 The Unit Price “Stoneline Mix” shall be full pay for the Work described in this Section including
41 material supply, hauling material, backfilling, watering and compaction to the lines and grades
42 depicted in the Contract Plans or as directed by the Engineer.

43
44 “Large Woody Debris”, per each.

45 Payment for “Large Woody Debris” per each, shall be full pay for the Work described in this
46 Section including removing and relocating existing in-stream debris to prepare the site for
47 material placement, excavation, backfilling and compaction native material, supplying and
48 installing logs with root wads, supplying and installing ballast rock, supplying and installing
49 wire rope with wire clips, staples, epoxy and all other work required to complete Large Woody
50 Debris anchoring and installation.

1
2 **POWER EQUIPMENT**

3 (*****)

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

6
7 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder
8 will be required to complete and return with the contract documents. This information will enable hourly
9 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction
10 Equipment". No payment for any force account work will be allowed until this form has been returned
11 and accepted by the County.
12

13 **E-VERIFY**

14 (*****)

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

26 **BOND**

27 (*****)

28 The Bidder's special attention is directed to the attached bond form, which the successful bidder will be
29 required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The
30 bond shall be for the full amount of the contract.
31

32 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

33 (*****)

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

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

1
2 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final
3 Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final
4 payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance
5 of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these Special Provisions
6 have been satisfied.
7

8 **APPENDICES**

9 (July 12, 1999)

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

11
12 ***** APPENDIX A:
13 Washington State Prevailing Wage Rates
14 Wage Rate Supplement
15 Wage Rate Benefit Code Key
16

17 APPENDIX B:
18 Bid Proposal Documents
19

20 APPENDIX C:
21 Contract Documents
22

23 APPENDIX D:
24 Permit Documents
25

26 APPENDIX E:
27 Contract Plans *****
28
29

(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 ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

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

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

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

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

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

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

J-21.15

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

J-21.16

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

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-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 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-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

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 7/16/2021

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

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

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

Lewis	Modular Buildings	Plumber	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Production Worker	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Tool Maintenance	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Utility Person	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Welder	\$13.69		<u>1</u>		View
Lewis	Painters	Journey Level	\$45.40	<u>6Z</u>	<u>2B</u>		View
Lewis	Pile Driver	Crew Tender	\$69.91	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Crew Tender/Technician	\$69.91	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$80.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$108.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Journey Level	\$65.19	<u>7A</u>	<u>4C</u>		View
Lewis	Plasterers	Journey Level	\$61.67	<u>7Q</u>	<u>1R</u>		View
Lewis	Playground & Park Equipment Installers	Journey Level	\$13.69		<u>1</u>		View
Lewis	Plumbers & Pipefitters	Journey Level	\$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.

APPENDIX B

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance with Wage Payment Statutes



Lewis County Department of Public Works

Josh S. Metcalf, PE, Director

Tim Fife, PE, County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 12:15 p.m. on **Thursday, July 29, 2021**, at the Lewis County Courthouse in Chehalis, Washington for the Jackson Hwy South MP 2.11 Culvert Scour Mitigation Project, CMP Project No. 2102.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:15 P.M. on Thursday, July 29, 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 JACKSON HWY SOUTH MP 2.11 CULVERT SCOUR MITIGATION PROJECT, CMP PROJECT NO. 2102, TO BE OPENED ON OR AFTER 12:15 P.M. ON THURSDAY, JULY 29, 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 ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.

PROPOSAL

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

This certifies that the undersigned has examined the location of the Jackson Hwy South MP 2.11 Scour Mitigation Project - CMP No. 2102, 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.	Site Access	LUMP SUM	\$
4	48 C.Y.	Channel Excavation Incl. Haul	\$	\$
5	403 TON	Streambed Mix	\$	\$
6	75 TON	Stoneline Mix	\$	\$
7	30 EACH	Large Woody Debris	\$	\$
8	1 L.S.	Temporary Stream Diversion	LUMP SUM	\$
9	0.2 ACRE	Seeding and Mulching	\$	\$
10	1 L.S.	Planting Mitigation Construction	LUMP SUM	\$
11	350 L.F.	High Visibility Fence	\$	\$
12	0 EST.	Reimbursement For Third Party Damage	ESTIMATED	\$0.00
13	1 CALC.	Minor Change	CALCULATED	\$25,000.00
14	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

State of Washington Contractor's License No.

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

Telephone No.

Federal ID No.

Note:

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

*Attach Power of Attorney

APPENDIX C

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 Jackson Hwy South MP 2.11 Scour in Lewis County by placing boulders, Streambed mix, large woody debris, traffic control, planting mitigation, hydroseeding, and other work, all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

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

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

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

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

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

By: _____

Contractor

Performance of foregoing contract assured in accordance with the terms of the accompanying bond.

Dated: _____, 2021

By: _____
Surety

By: _____
Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN MEYER Prosecuting Attorney

By: _____
Civil Deputy

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

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

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. **CMP 2102** 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 **Jackson Hwy South MP 2.11 Scour Mitigation 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. **CMP 2102** between the below-named Contractor and County for the **Jackson Hwy South MP 2.11 Scour Mitigation 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)

By: _____
(Signature of authorized signer for Contractor)

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

(Type or print name of signer for Contractor)

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

(Type or print title of signer for Contractor)

STATE OF _____)
) ss:
COUNTY OF _____)

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 _____)
) ss:
COUNTY OF _____)

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 →**

APPENDIX D

PERMIT DOCUMENTS



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

Regulatory Branch

December 17, 2019

Ms. Ann Weckbeck
Lewis County Public Works
2025 Northeast Kresky Avenue
Chehalis, Washington 98532

Reference: NWS-2018-741
Lewis County Public Works
(Jackson Highway South
Culvert Replacement)

Dear Ms. Weckbeck:

We have reviewed your application to discharge fill in an unnamed tributary to the Cowlitz River to replace a culvert at the intersection of Jackson Highway South and Calvin Road, near Toledo, Lewis County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 3, *Maintenance* (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated May 30, 2019.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3, Terms and Conditions* and the following special conditions:

- a. You must install and maintain sediment and erosion controls during construction at the site until all disturbed soils have been vegetated or otherwise stabilized.
- b. You must implement and abide by the riparian planting plan as shown on the revised Project Drawings, sheet 8 of 10, dated May 30, 2019. The plants shall be installed concurrent with the work authorized by this permit or immediately following project construction. A report, as-built drawing and photographs demonstrating the trees/plants have been installed or a report on the status of project construction must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 12 months from the date of permit issuance. You can meet this reporting requirement by completing and submitting the enclosed *Report for Mitigation Work Completion* form.

- c. You shall implement and abide by the *Archaeological Monitoring Plan for the Jackson Highway S Culvert Replacement Project, Lewis County, Washington*, dated November 4, 2019. A professional archaeologist shall be on-site to monitor for the presence of archaeological resources during all ground disturbing activities.
- d. You shall prepare and submit a summary report of the findings of the archaeological monitoring (positive or negative) to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch within 60 days after monitoring has been completed. The report must prominently display the reference number NWS-2018-741.
- e. If human remains, historic resources, or archaeological resources are encountered during construction, all ground disturbing activities shall cease in the immediate area and you shall immediately (within one business day of discovery) notify the U.S. Army Corps of Engineers (Corps), Seattle District, Regulatory Branch. You shall perform any work required by the Corps in accordance with Section 106 of the National Historic Preservation Act and Corps regulations.
- f. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). The Regional Road Maintenance Program Limit 10 BO prepared by the National Marine Fisheries Service (NMFS) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BO (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, and WCR-2014-304). Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the BO. These terms and conditions are incorporated by reference in this permit. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the ESA.
- g. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing through consultation by the National Marine Fisheries Service in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the NMFS and receive written concurrence on the changes. Copies of the concurrence must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

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

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

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

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

Our verification of this NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP

verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act. You must also obtain all local, State, and other Federal permits that apply to this project.

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties.

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

Sincerely,

A handwritten signature in black ink that reads "Evan G. Carnes". The signature is written in a cursive, flowing style.

Evan G. Carnes, Project Manager
Regulatory Branch












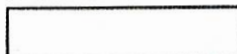

Enclosures

cc:




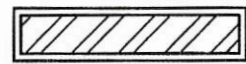


Washington Department of Ecology, Federal Permit Coordinator: ecyrefedpermits@ecy.wa.gov

LEGEND




EXISTING FEATURES

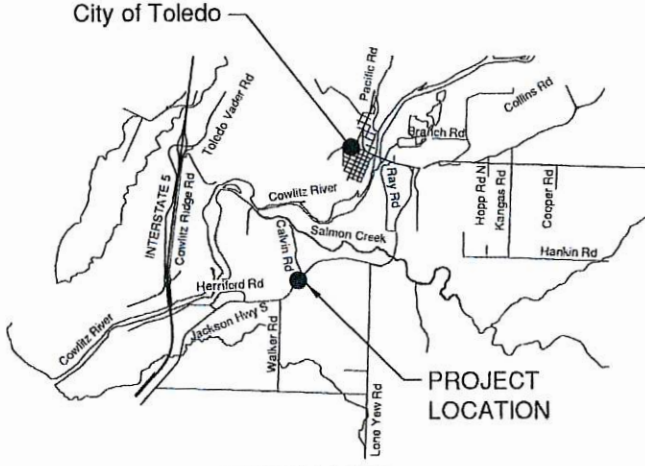
-  CONIFER TREE
-  DECIDUOUS TREE
-  STUMP
-  EDGE OF ROAD
-  DITCH
-  EDGE OF STREAM
-  FENCE
-  MAILBOX
-  FENCEPOST
-  TELEPHONE RISER
-  POWER POLE
-  OHWM
-  EXISTING CULVERT

NEW CONSTRUCTION

-  CENTERLINE
-  HMA
-  SHOULDER ROCK
-  CULVERT
-  STREAMBED MIX
-  CASCADE MIX

SURVEY SYMBOLS

-  SIXTEENTH LINE
-  RIGHT OF WAY
-  PROPERTY LINE



VICINITY MAP
NTS

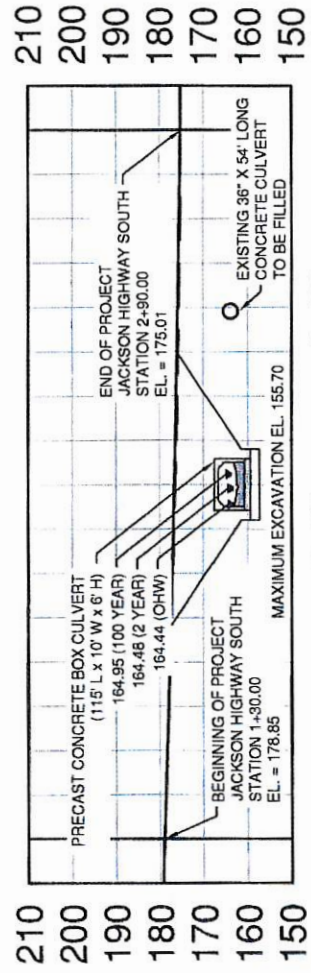
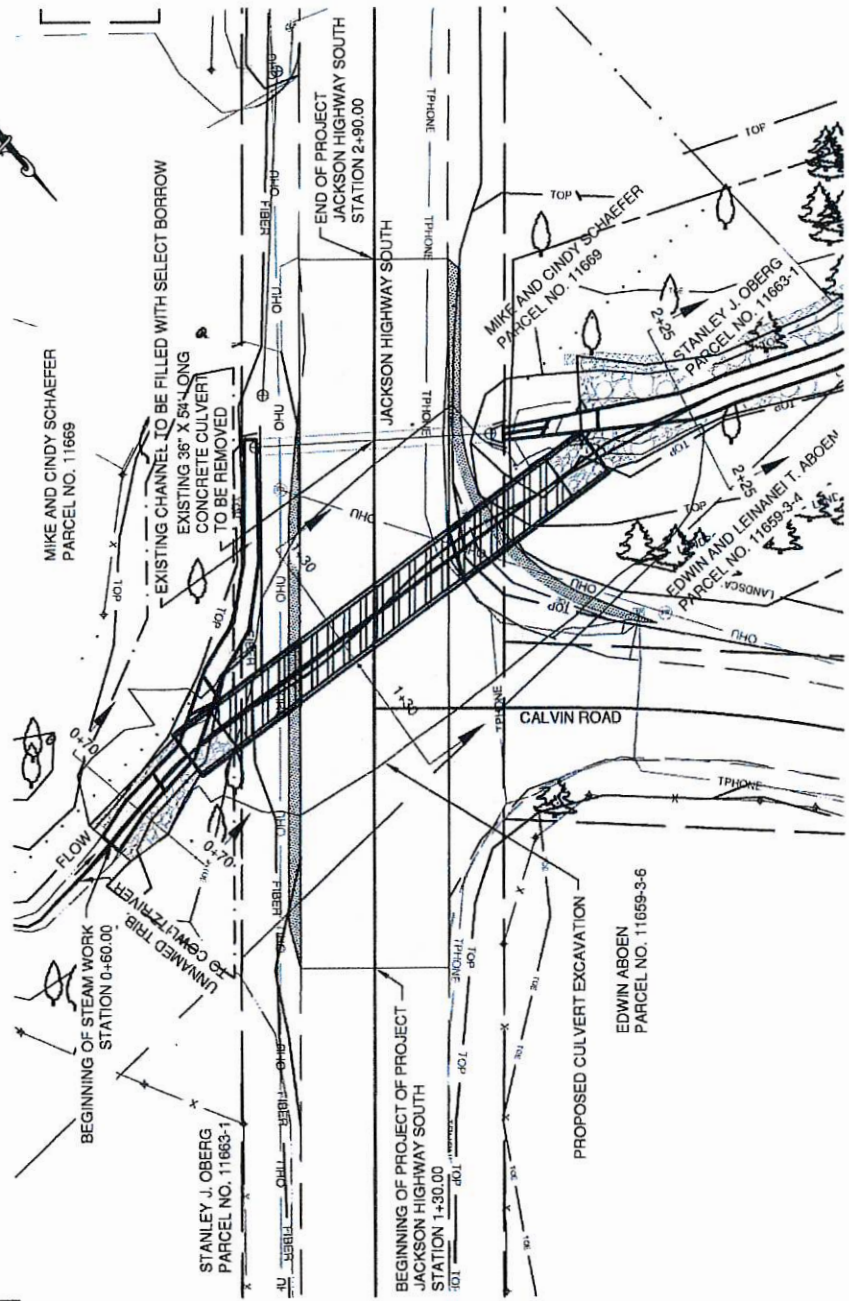
SECTION 19, TWP. 11 N. RGE. 1W. W.M.

REFERENCE NUMBER: NWS-2018-741	PROJECT LOCATION (ADDRESS): JACKSON HIGHWAY SOUTH MP 2.108 TOLEDO, WA 98591
PROPOSED PROJECT: JACKSON HIGHWAY SOUTH CULVERT REPLACEMENT	
APPLICANT: LEWIS COUNTY	LAT/LONG: 46° 25' 11.4"/-122° 51' 37"
	VERTICAL HORIZONTAL
ADJACENT PROPERTY OWNERS:	DATUM: NAVD88 DATUM: NAD83/91
1. PARCEL#011669-000-000	SCHAEFER, MIKE & CINDY
2. PARCEL#011663-001-000	BERG, STANLEY J.
3. PARCEL#011667-000-000	WALLACE, RALLAND L.
4. PARCEL#011668-000-000	WALLACE, RALLAND L.
5. PARCEL#011659-003-004	ABOEN, EDWIN & LEINANEI T.
6. PARCEL#011659-003-006	ABOEN, EDWIN
SHEET 1 OF 10	DATE: 04/10/2018 revised: 5/30/19



1" = 40' HOR.
1" = 40' VERT.

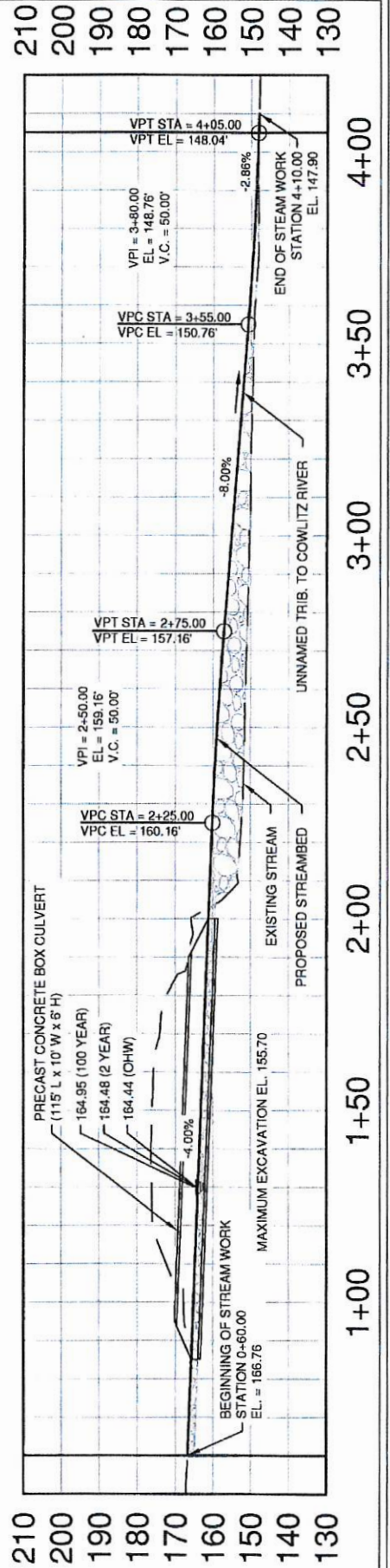
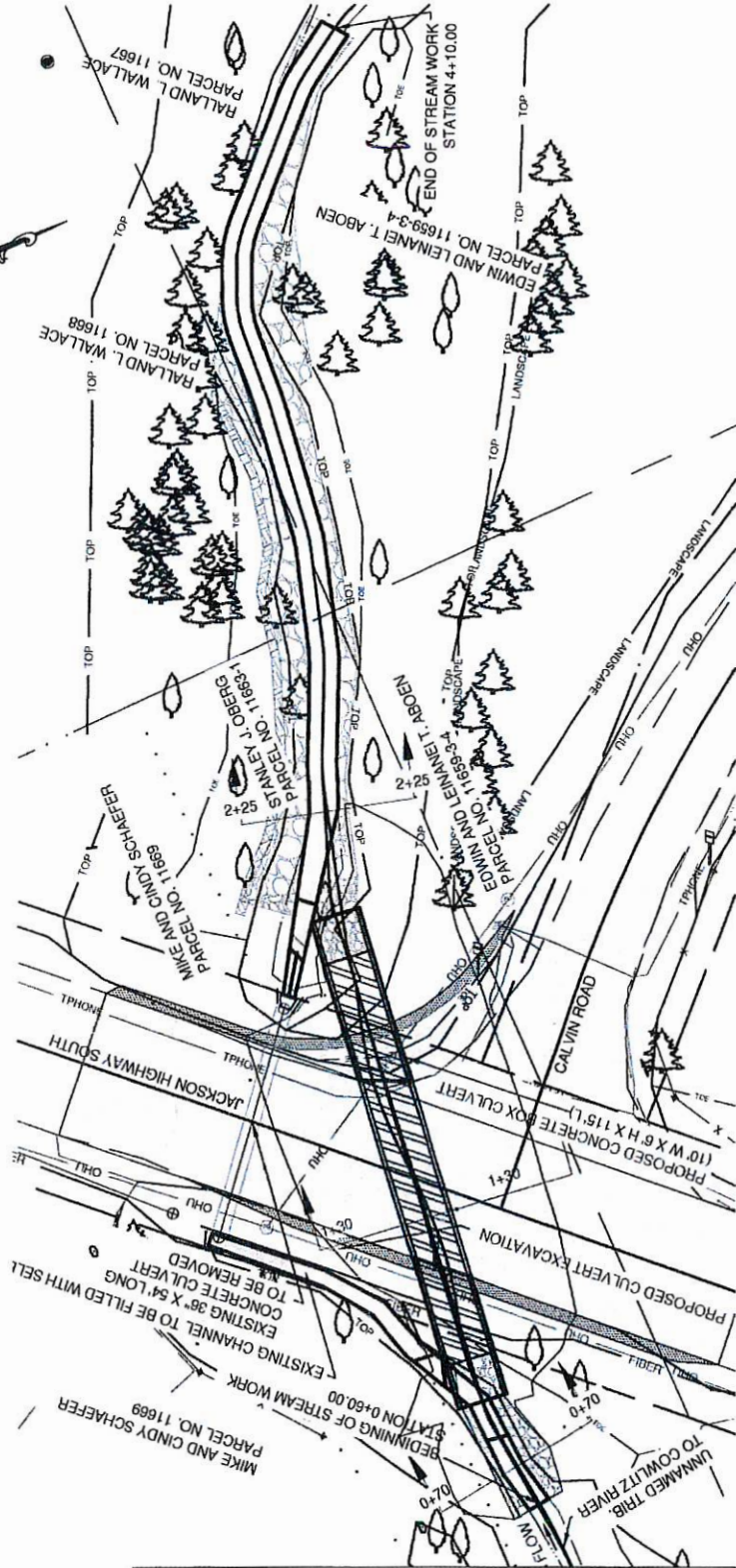
TWP. 11 N. RGE. 2W. W.M.



REFERENCE NUMBER: **NWS-2018-741**
 APPLICANT NAME: **LEWIS COUNTY**
 PROPOSED PROJECT: **JACKSON HIGHWAY SOUTH CULVERT REPLACEMENT**
 LOCATION: **MP 2.108 JACKSON HIGHWAY SOUTH**
 SHEET 2 OF 10 DATE: **04/10/2018 rev. 5/30/19**

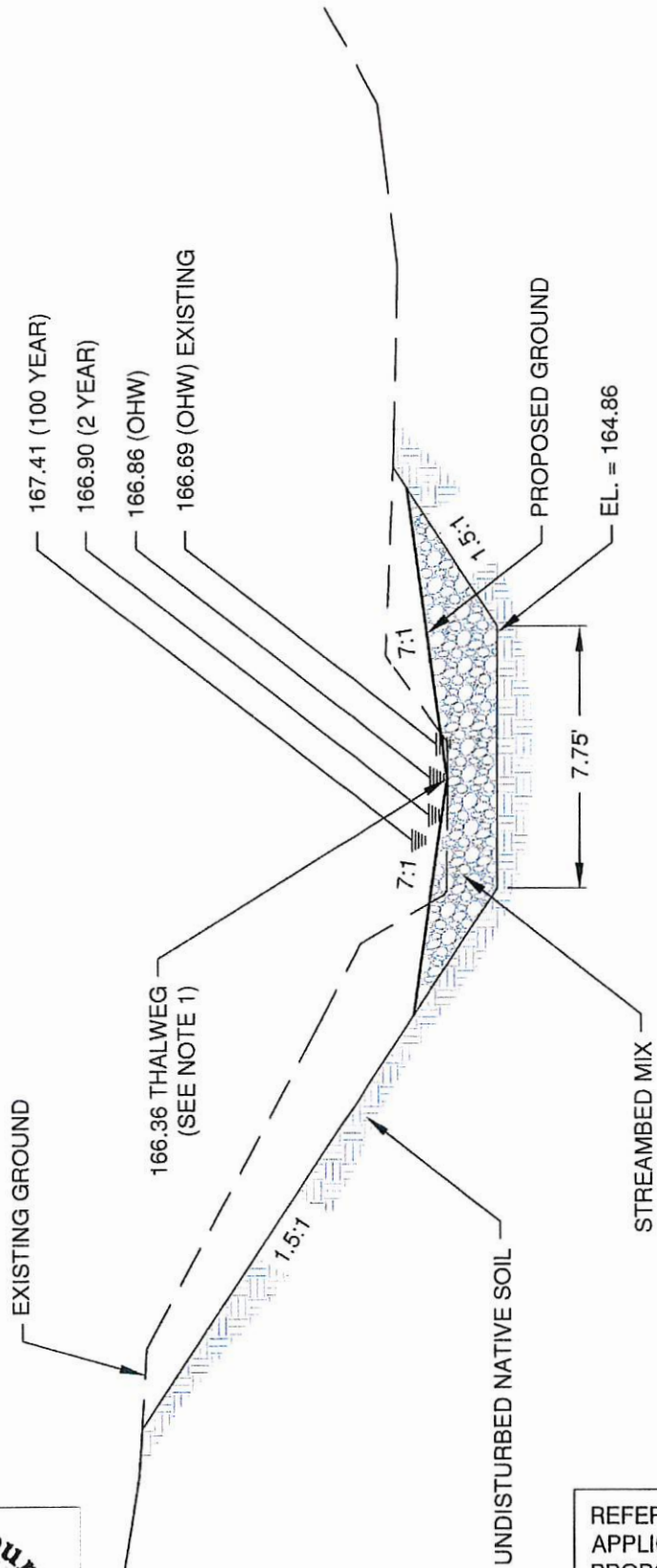
1" = 40' HOR.
1" = 40' VERT.

TWP. 11 N. RGE. 2W. W.M.



REFERENCE NUMBER: **NWS-2018-741**
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
 CULVERT REPLACEMENT
 LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
 SHEET 3 OF 10 DATE: 04/10/2018 rev. 5/30/19

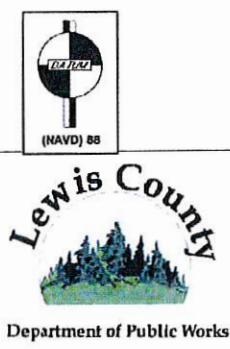
1" = 5' HOR.
1" = 5' VERT.



STATION 0+70.00

NOTES:

1. THALWEG WILL INCLUDE A MEANDERING 0.5' DEEP LOW FLOW NOTCH



REFERENCE NUMBER: NWS-2018-741
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: JACKSON HIGHWAY SOUTH CULVERT REPLACEMENT
 LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
 SHEET 4 OF 10 DATE: 04/10/2018 rev. 5/30/19

1" = 5' HOR.
1" = 5' VERT.

PRECAST CONCRETE BOX CULVERT
115' L x 10' W x 6' H

164.95 (100 YEAR)
164.48 (2 YEAR)
164.44 (OHW)

PROPOSED ROADWAY

EXISTING GROUND

INTERMITTENT
12" STREAM ROCK

SELECT BORROW

1.5:1

SELECT BORROW

1.5:1

EXISTING GROUND

4'

INTERMITTENT
12" STREAM ROCK

EL. = 158.83

16.00'

STREAMBED MIX

THALWEG (SEE NOTE 1)

STREAMBED EL. 163.96

GRAVEL BACKFILL FOR
FOUNDATION
CLASS A (C.S.B.C.) 2.00'

STATION 1+30.00

NOTES:

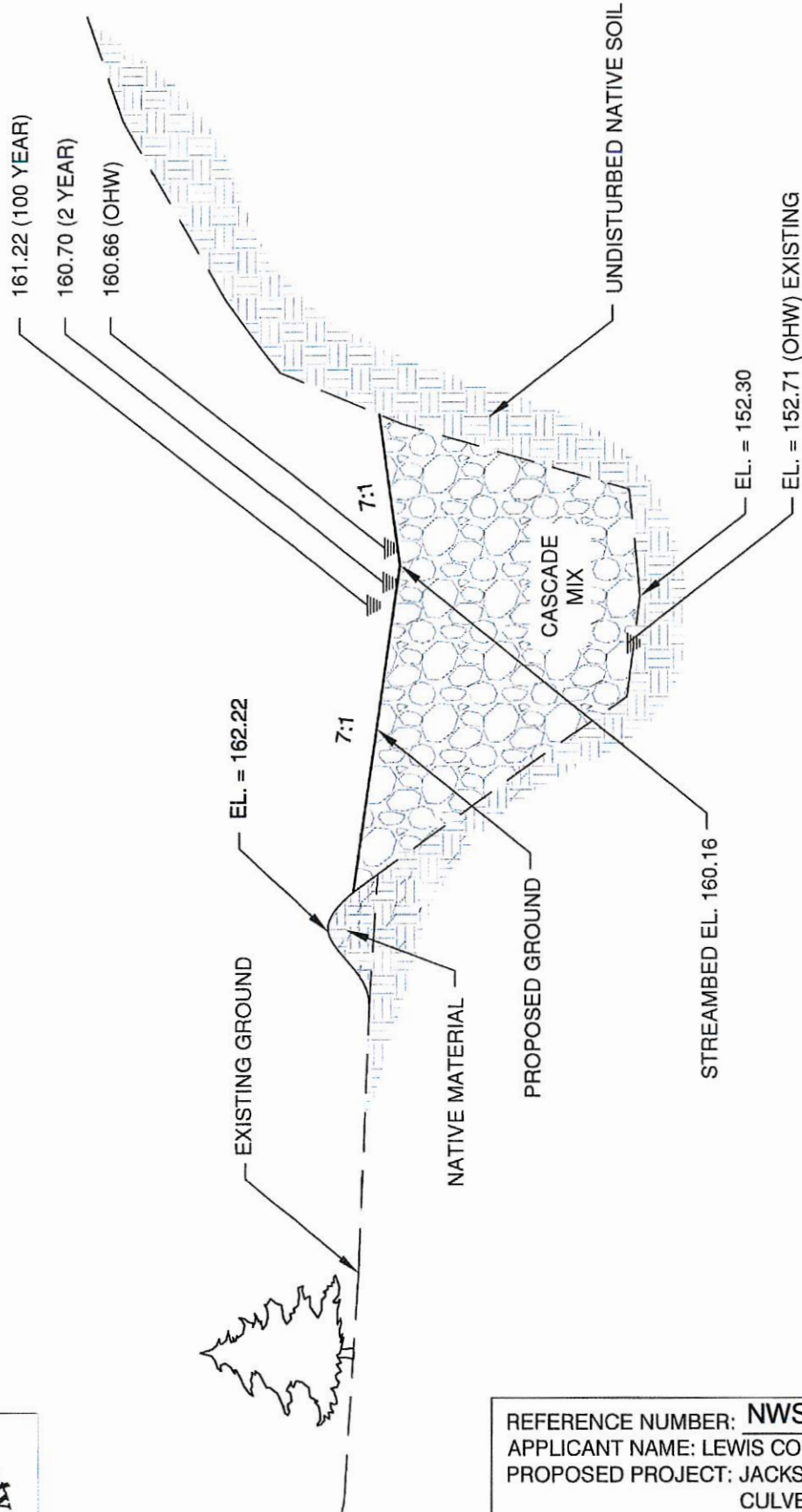
1. THALWEG WILL INCLUDE A MEANDERING 0.5' DEEP LOW FLOW NOTCH

REFERENCE NUMBER: **NWS-2018-741**
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
CULVERT REPLACEMENT
LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
SHEET 5 OF 10 DATE: 04/10/2018 rev. 5/30/19



Department of Public Works

1" = 5' HOR.
1" = 5' VERT.



STATION 2+25.00

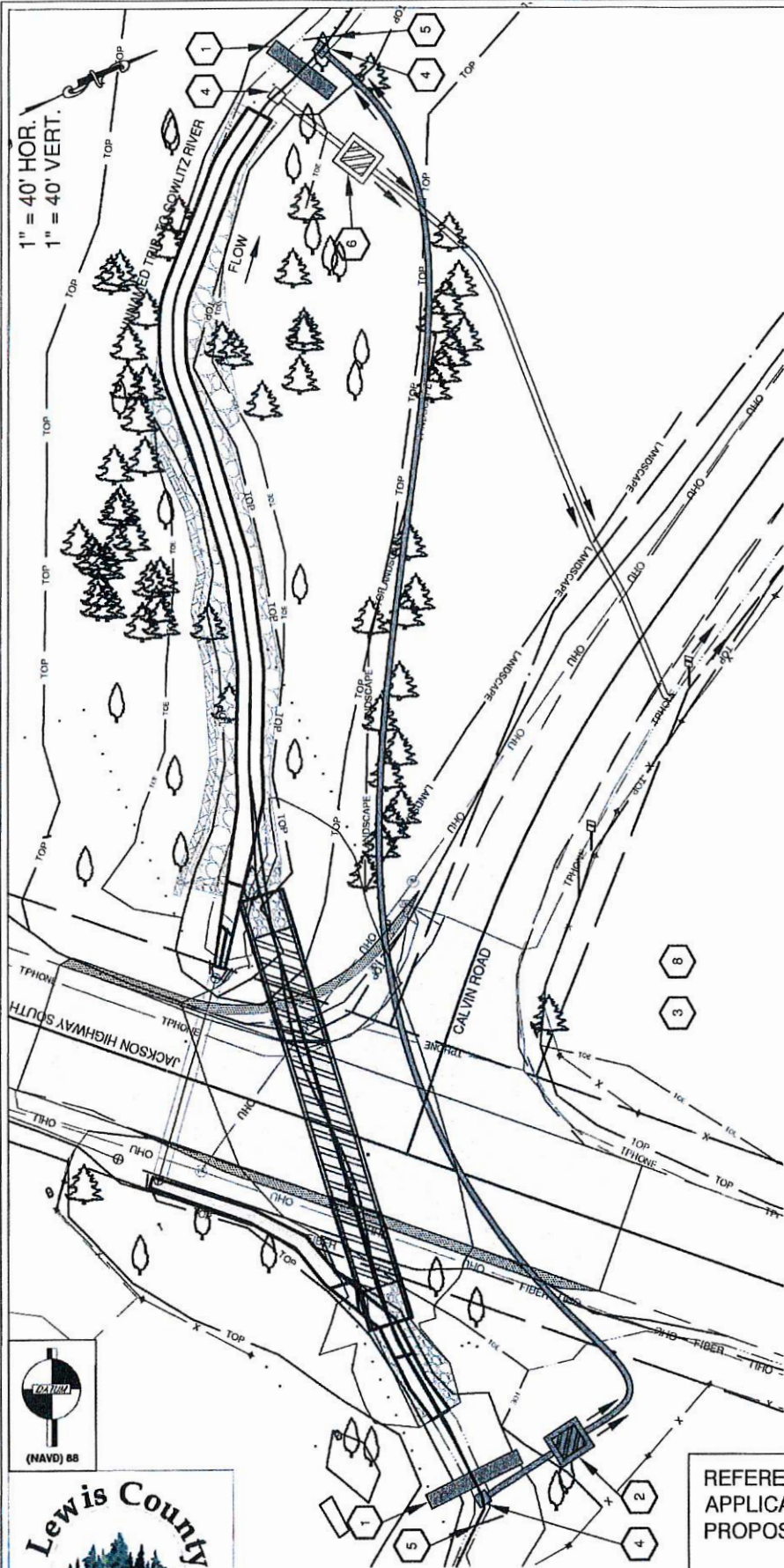
NOTES:

1. THALWEG WILL INCLUDE A MEANDERING 0.5' DEEP LOW FLOW NOTCH



REFERENCE NUMBER: **NWS-2018-741**
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
 CULVERT REPLACEMENT
 LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
 SHEET 6 OF 10 DATE: 04/10/2018 rev. 5/30/19

1" = 40' HOR.
1" = 40' VERT.



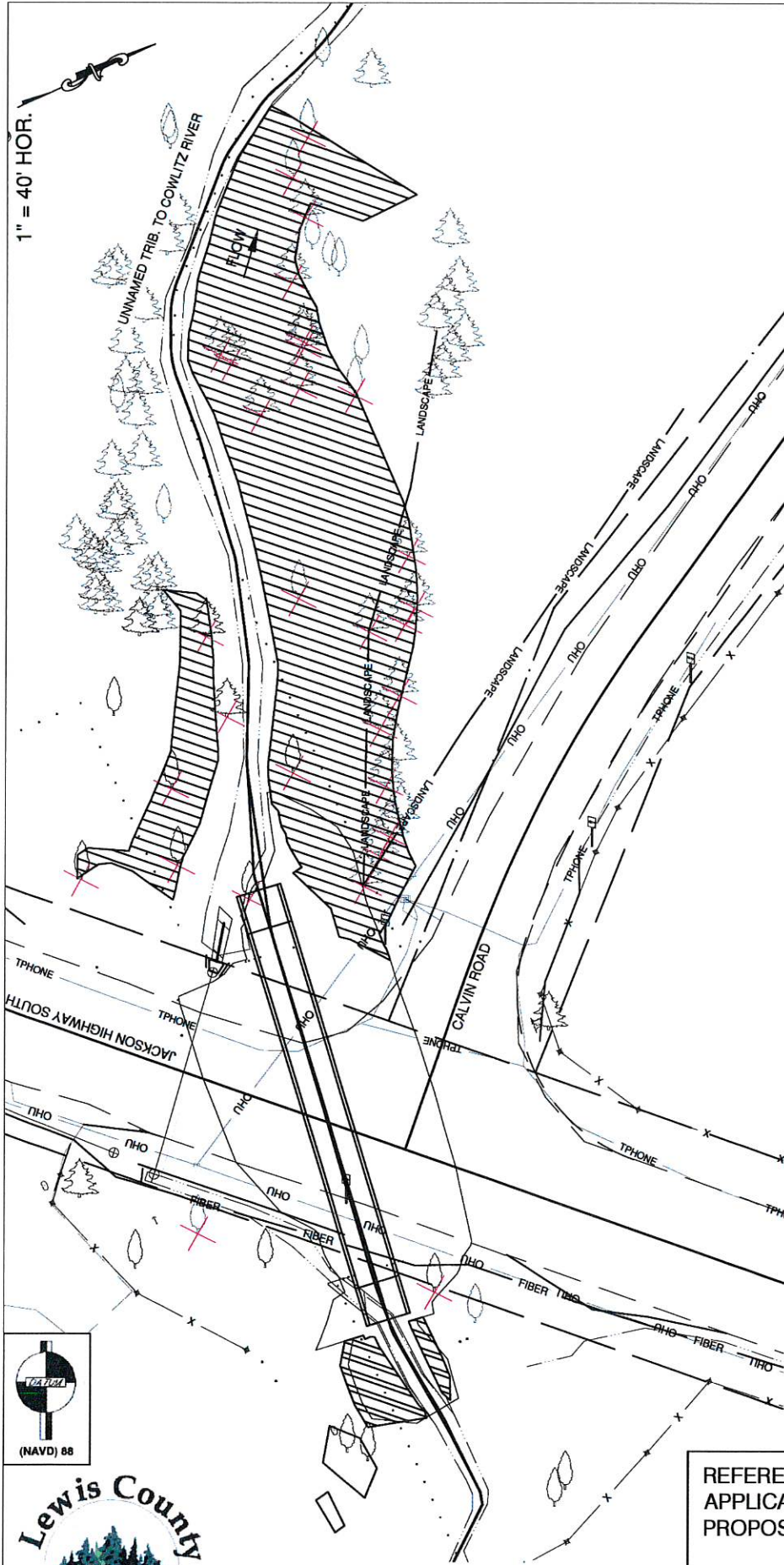
NOTES:

- 1 INSTALL COFFER DAM PER DETAIL ON SHEET 8 AS STAKED IN THE FIELD BY THE ENGINEER.
- 2 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BYPASS.
- 3 INSTALL SILT FENCE AROUND STAGING AREA AS DIRECTED BY THE ENGINEER (NOT DEPICTED).
- 4 PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS.
- 5 FISH DIVERSION SCREEN UPSTREAM OF BYPASS INTAKE AND DOWNSTREAM OF BYPASS OUTLET PER HPA PROVISIONS.
- 6 INSTALL SPILL CONTAINED PUMP SYSTEM FOR DEWATERING. PUMP WORK WATER ALONG CALVIN ROAD NORTH DITCH APPROXIMATELY 200' IN GRASS LINED DITCH. WITH STRAW WATTLES EVERY 25'.
- 7 HIGH VISIBILITY FENCE AS DIRECTED BY THE ENGINEER (NOT DEPICTED).
- 8 QUARRY SPALLS AT STAGING AREA ENTRANCE (NOT DEPICTED).

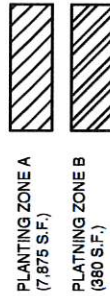


REFERENCE NUMBER: **NWS-2018-741**
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
 CULVERT REPLACEMENT
 LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
 SHEET 7 OF 10 DATE: 04/10/2018 rev. 5/30/19

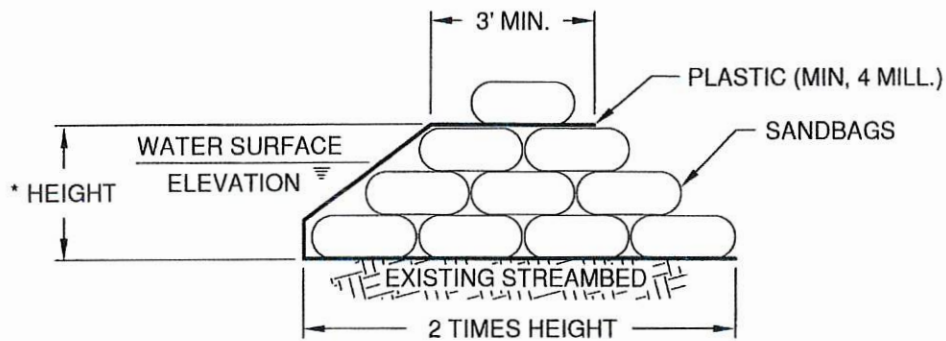
1" = 40' HOR.



Planting Zone	Scientific Name	Common Name	Size of Plants (Material)	Planting Density (Spacing)	Proportion of Planting in Strata (%)	Number of Plants
Planting Zone A area: 7,875 sq ft	<i>Pseudotsuga menziesii</i>	Douglas Fir	2 gallon container	12' on-center	40	22
	<i>Thuja plicata</i>	Western Red Cedar	2 gallon container	12' on-center	20	11
	<i>Acer macrophyllum</i>	Big-Leaf Maple	2 gallon container	12' on-center	40	22
	<i>Symphoricarpos albus</i>	Common Snowberry	1 gallon container	5' on-center	35	107
	<i>Corylus cornuta</i>	Beaked Hazelnut	1 gallon container	5' on-center	15	41
	<i>Rubus parviflorus</i>	Thimbleberry	1 gallon container	5' on-center	35	107
	<i>Holodiscus discolor</i>	Oceanspray	1 gallon container	5' on-center	15	41
	Planting Zone B area: 380 sq ft	<i>Thuja plicata</i>	Western Red Cedar	2 gallon container	12' on-center	50
<i>Acer macrophyllum</i>		Big-Leaf Maple	2 gallon container	12' on-center	50	1
<i>Acer circinatum</i>		Vine Maple	1 gallon container	5' on-center	35	5
<i>Sambucus racemosa</i>		Red Elderberry	1 gallon container	5' on-center	10	0
<i>Cornelia cerasiformis</i>		Indian Plum	1 gallon container	5' on-center	20	2
<i>Symphoricarpos albus</i>		Common Snowberry	1 gallon container	5' on-center	35	5



REFERENCE NUMBER: NWS-2018-741
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
 CULVERT REPLACEMENT
 LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
 SHEET 8 OF 10 DATE: 04/10/2018 rev. 5/30/19

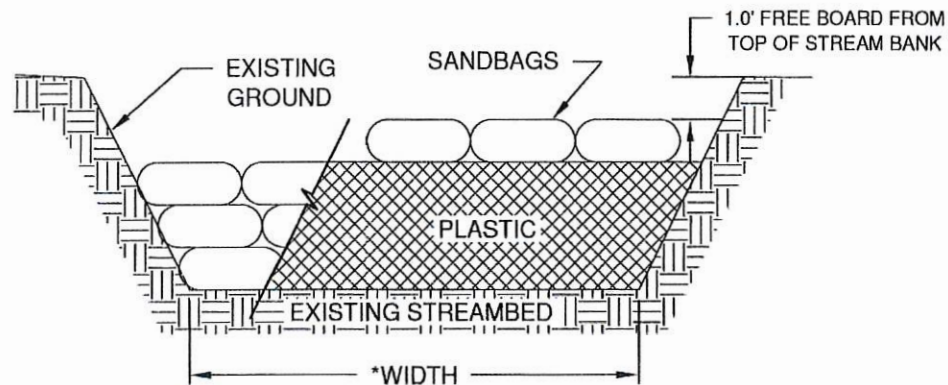


* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

NOTES:

1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
3. PROVIDE 1.0' FREEBOARD.

SIDE VIEW



* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

NOTES:

1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
3. PROVIDE 1.0' FREEBOARD.

FRONT VIEW

COFFER DAM TYPICAL DETAIL

NOT TO SCALE



Department of Public Works

REFERENCE NUMBER: **NWS-2018-741**
 APPLICANT NAME: LEWIS COUNTY
 PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
 CULVERT REPLACEMENT
 LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
 SHEET 9 OF 10 DATE: 04/10/2018 rev. 5/30/19

SUMMARY OF QUANTITIES

Culvert Replacement (Sta 0+60 to 4+10) Quantities Below OHWM

Select Borrow (Fill)	20 CY
Streambed Mix (Fill)	40 CY
Cascade Mix (Fill)	10 CY
Gravel Backfill for Foundation Class A (CSBC)	40 CY
Sandbags for Cofferdams (Temporary Fill)	20 CY
Total Fill Quantity Below OHWM	130 CY
Total Excavation Quantity Below OHWM	100 CY

Culvert Replacement (Sta 0+60 to 4+10) Quantities Above OHWM

Select Borrow (Fill)	2575 CY
Streambed Mix (Fill)	155 CY
Cascade Mix (Fill)	445 CY
Gravel Backfill for Foundation Class A (CSBC) (Fill)	185 CY
New Culvert (Fill)	200 CY
Roadway Material (Asphalt, CSTC, CSBC) (Fill)	200 CY
Native Material (Fill)	20 CY
Sandbags for Cofferdams (Temporary Fill)	20 CY
Total Fill Quantity Above OHWM	3800 CY
Total Excavation Above OHWM	3700 CY

Culvert Replacement (Sta 0+60 to 4+10) Project Quantities

Total of All Fill (From Items Above)	3930 CY
All Excavation (From Items Above)	3800 CY

CULVERT DESIGN

The proposed culvert was designed with the help and approval of Washington State Department of Fish and Wildlife and the departments 2013 Water Crossing Design Guidelines.

- Project replacing a failing 36" culvert placed by WSDOT in early 1900's under U.S. Hwy 99
- Culvert located 1800 feet and 90 vertical feet above 100 yr. FEMA flood plain
- County staff met with Fish and Wildlife and looked at options on site on 2-2-18
- 2-27-18 County Staff received written approval of design from WDFW after incorporating suggested changes from WDFW
- Bankfull width 5 ft.
- Watershed area .44 sq. miles
- AAP, in/yr. 42 in.
- Reach slope 3.25% upstream Jackson Highway South
- Q2 cfs 7
- Q100 cfs 51



REFERENCE NUMBER: NWS-2018-741
APPLICANT NAME: LEWIS COUNTY
PROPOSED PROJECT: JACKSON HIGHWAY SOUTH
CULVERT REPLACEMENT
LOCATION: MP 2.108 JACKSON HIGHWAY SOUTH
SHEET 10 OF 10 DATE: 04/10/2018 rev. 5/30/19



US Army Corps
of Engineers
Seattle District

NATIONWIDE PERMIT 3

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

Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance 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 conducting the maintenance activity, 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. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects. Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)) Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

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

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

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

3. 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 NWPs 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(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

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

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will

request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

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

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

(b) 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 NWP, 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 NWP: 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 NWP 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 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:

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 aquatic 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. Ecology Section 401 review is required for projects or activities authorized under this NWP if:

1. The project or activities are below the Ordinary High Water Mark (OHWM) with new work being proposed outside the original footprint.
2. The proposed project or activity increases the original footprint of the structure by more than 1/10th acre in wetlands.
3. The project or activity includes adding a new structure, such as a weir, flap gate/tide gate, or culvert to the site.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:

(Note: This only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

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

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program "Certification of Consistency" form is required for projects located within a coastal county. "Certification of Consistency" forms are available on Ecology's website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.
2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)

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



US Army Corps
of Engineers
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-2018-741

Name of Permittee: Lewis County Public Works

Date of Verification: December 17, 2019

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

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

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

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
--------------------------	--

<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
--------------------------	--

<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
--------------------------	---

Printed Name: _____

Signature: _____

Date: _____



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 03, 2019
Project End Date: October 03, 2022

Permit Number: 2019-5-98+01
FPA/Public Notice Number: N/A
Application ID: 19333

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

Project Name: Jackson Highway South Culvert Replacement – CRP 2167C

Project Description: Lewis County Public Works is proposing to replace an existing 36 inch by 54 foot precast concrete culvert with 10 foot wide by 6 foot tall box culvert, 115 feet in length. Additional construction will include the regrade of approximately 235 feet of the channel, outside the culvert, and placement of streambed mix and cascade mix. The constructed stream channel will have an 8% grade throughout, eliminating the existing 8 foot drop. Upstream of the culvert the stream will be regraded to have an approximately 8 foot wide channel bottom with one and half to one slopes tying into existing ground. Downstream from the culvert, cascade mix will be added to a maximum depth of approximately 8.5 feet providing a smooth transition. Stream banks will have a 7:1 slope tying in to existing ground to the north and a constructed berm approximately 10 feet south of the thalweg.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project on October 3, 2019 and you must complete the project by October 3, 2022. Work below the Ordinary High Water line shall only occur when stream is dry or extreme low flow, or between June 1 and September 30 of any calendar year of this permit.
- 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 Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

NOTIFICATION REQUIREMENTS

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



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 03, 2019

Permit Number: 2019-5-98+01

Project End Date: October 03, 2022

FPA/Public Notice Number: N/A

Application ID: 19333

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 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. Clearly mark boundaries to establish the limit of work associated with site access and construction.
9. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.
10. 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.
11. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
12. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.
13. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
14. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

15. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).
16. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
17. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
18. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
19. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
20. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
21. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
22. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 03, 2019

Permit Number: 2019-5-98+01

Project End Date: October 03, 2022

FPA/Public Notice Number: N/A

Application ID: 19333

23. Deposit all trash from the project at an appropriate upland disposal location.

CONSTRUCTION MATERIALS

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

25. Do not stockpile construction material waterward of the ordinary high water line.

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

IN-WATER WORK AREA ISOLATION USING BLOCK NETS

27. Isolate fish from the work area by using block nets.

28. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility.

29. Do not install block nets at sites with heavy vegetation, large cobble or boulders, undercut banks, or deep pools unless you can secure and maintain them.

30. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets.

31. After the first block net is secured at the upstream end, use a second block net to herd fish downstream and out of the project area.

32. Install a downstream block net if fish may reenter the work area from downstream.

33. To anchor block nets, place bags filled with clean round gravel along the bottom of the nets.

34. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking.

35. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.

36. Check block nets at least three times a day for entangled fish and accumulated debris.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

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

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

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

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

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

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

- a) Perforated plate: 0.094 inch (maximum opening diameter);
- b) Profile bar: 0.069 inch (maximum width opening); or
- c) Woven wire: 0.087 inch (maximum opening in the narrow direction).

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



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 03, 2019
Project End Date: October 03, 2022

Permit Number: 2019-5-98+01
FPA/Public Notice Number: N/A
Application ID: 19333

screens to prevent injury or entrapment of fish.

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

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

FISH LIFE REMOVAL

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

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

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

CULVERT

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

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

50. The length of the culvert must not exceed 115 feet.

51. Set the stream simulation culvert at the same gradient as the prevailing stream gradient of 4 percent.

52. Countersink the stream simulation culvert a minimum of thirty percent and a maximum of fifty percent of the culvert rise, but not less than two feet.

53. Size streambed material to mimic the stream's natural gradation as found in nearby reference channel reaches. Place a minimum of 12 inches deep of clean, rounded and well-graded (includes all size classes) material. Angular rock is not permitted within the channel or culvert.

54. The streambed must include a sinuous low-flow channel expected under common conditions in the reach and a high-flow bench on both sides of the culvert.

55. Protect structural fill associated with the culvert installation from erosion to the 100-year peak flow.

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

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

DEMOBILIZATION AND CLEANUP

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

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

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

61. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.

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



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 03, 2019
Project End Date: October 03, 2022

Permit Number: 2019-5-98+01
FPA/Public Notice Number: N/A
Application ID: 19333

- 63. Replace native riparian zone vegetation damaged or destroyed by construction with native trees and shrubs. Plant trees 10 feet on center, and shrubs five feet on center.
- 64. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
- 65. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.
- 66. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Jackson Highway South Culvert Replacement – CRP 2167C Jackson Highway South MP 2.108, Toledo, WA 98591					
WORK START:	June 1, 2020			WORK END:	September 30, 2021	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
26 - Cowlitz	Unknown Stream Number			Unknown		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SW 1/4	19	11 N	01 W	46.419848	-122.859824	Lewis
<u>Location #1 Driving Directions</u>						
From I-5 take exit 63. Turn east onto WA-505 E and continue for 4.3 miles. Turn right onto Jackson Highway South and continue for 2.108 miles until you reach 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.

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.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 03, 2019

Permit Number: 2019-5-98+01

Project End Date: October 03, 2022

FPA/Public Notice Number: N/A

Application ID: 19333

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: October 03, 2019

Permit Number: 2019-5-98+01

Project End Date: October 03, 2022

FPA/Public Notice Number: N/A

Application ID: 19333

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

Issued Date: October 03, 2019
Project End Date: October 03, 2022

Permit Number: 2019-5-98+01
FPA/Public Notice Number: N/A
Application ID: 19333

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

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

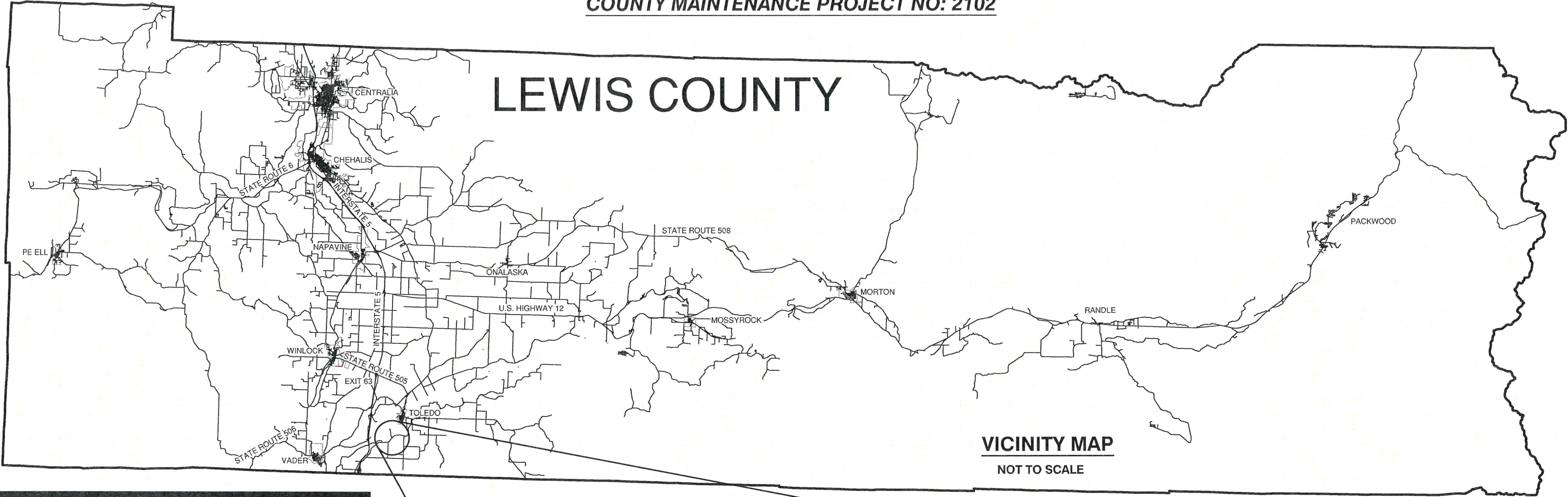
for Director
WDFW

APPENDIX E

CONTRACT PLANS

JACKSON HIGHWAY S. MP 2.11 SCOUR MITIGATION PROJECT

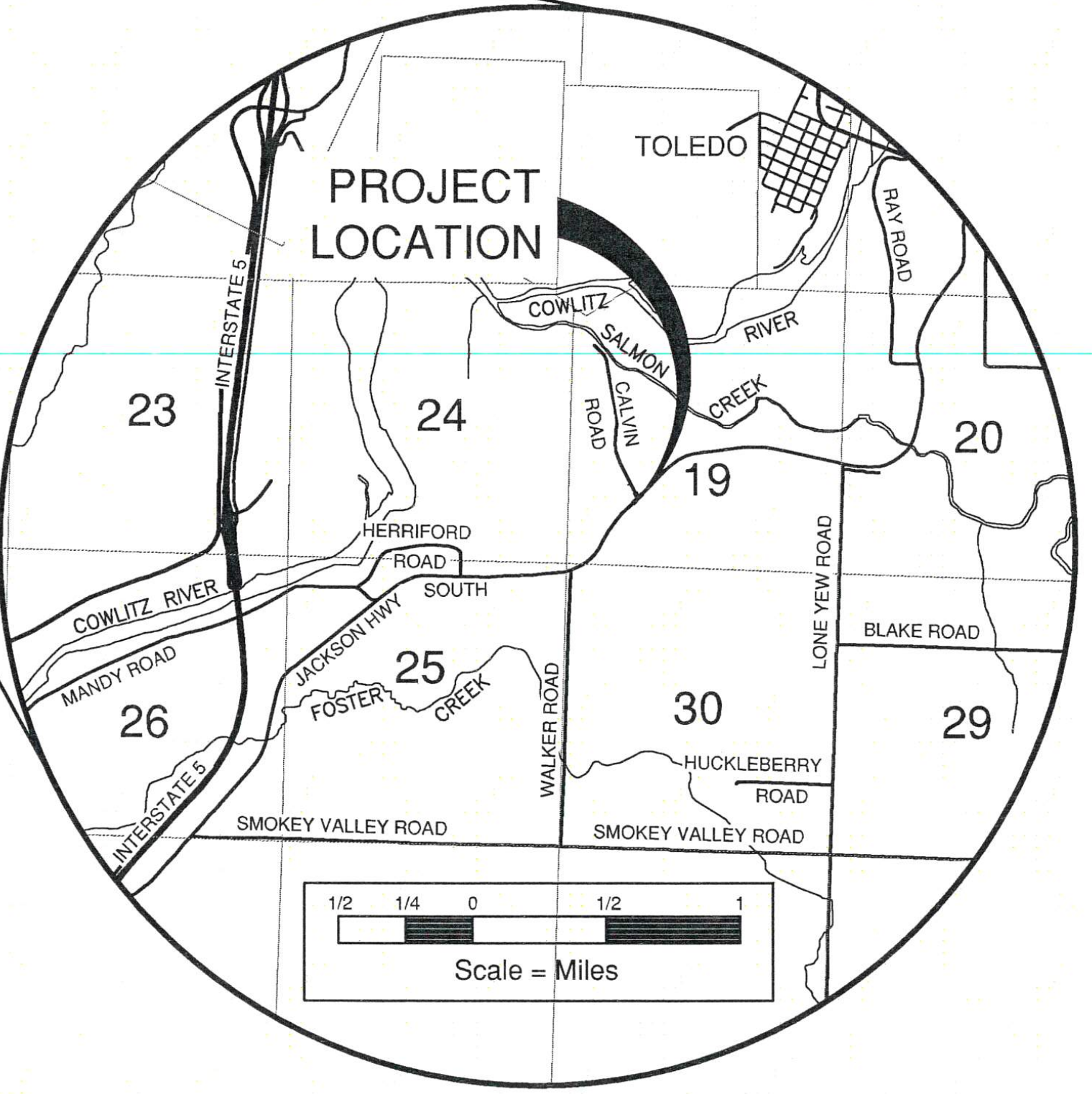
COUNTY MAINTENANCE PROJECT NO: 2102



LEWIS COUNTY
DEPARTMENT OF PUBLIC WORKS
APPROVED FOR CONSTRUCTION:

[Signature] County Engineer *[Signature]* Date

SHEET INDEX	
NO.	DESCRIPTION
1	VICINITY MAP AND SHEET INDEX
2	SUMMARY OF QUANTITIES
3	LEGEND
4	TEMPORARY STREAM DIVERSION
5	BMP PLAN
6	STREAMBED PLAN AND PROFILE AND PLANTING
7	CULVERT TYPICAL SECTIONS AND STONELINE DETAILS
8	STREAMBED TYPICAL SECTIONS AND LWD
9	TRAFFIC CONTROL PLAN



COMMISSIONERS:

SEAN D. SWOPE, DISTRICT 1
LINDSEY R. POLLOCK, DVM, DISTRICT 2
GARY STAMPER, DISTRICT 3
















SUMMARY OF QUANTITIES

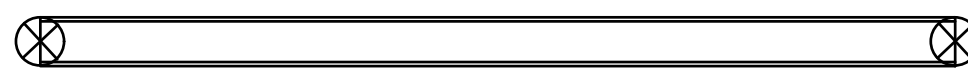















ITEM NO.	STD. ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT
PREPARATION				
1	0001	MOBILIZATION	LUMP SUM	LUMP SUM
2	S.P.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	LUMP SUM
3	S.P.	SITE ACCESS	LUMP SUM	LUMP SUM
GRADING				
4	1040	CHANNEL EXCAVATION INC. HAUL	48	C.Y.
DRAINAGE				
5	S.P.	STREAMBED MIX	403	TON
6	S.P.	STONELINE MIX	75	TON
7	S.P.	LARGE WOODY DEBRIS	30	EACH
8	S.P.	TEMPORARY STREAM DIVERSION	LUMP SUM	LUMP SUM
EROSION CONTROL AND ROADSIDE PLANTING				
9	6422	SEEDING AND MULCHING	0.2	ACRE
10	S.P.	PLANTING MITIGATION CONSTRUCTION	LUMP SUM	LUMP SUM
11	6630	HIGH VISIBILITY FENCE	350	L.F.
OTHER ITEMS				
12	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATE	DOLLAR
13	7728	MINOR CHANGE	CALCULATED	CALCULATED
14	7736	SPCC PLAN	LUMP SUM	LUMP SUM

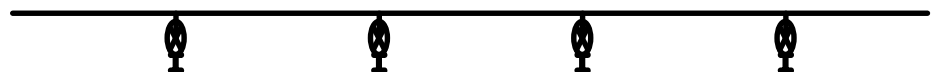
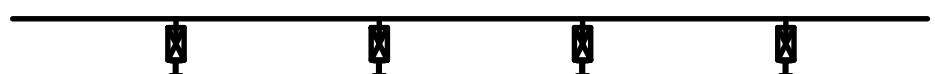

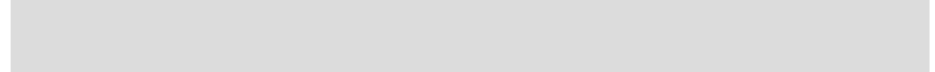

















LEGEND


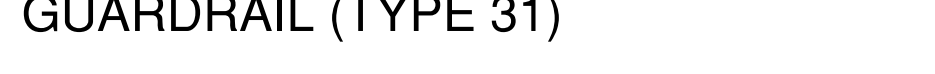



EXISTING FEATURES



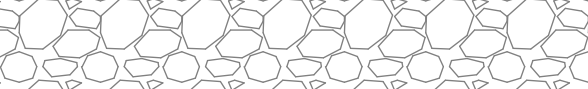

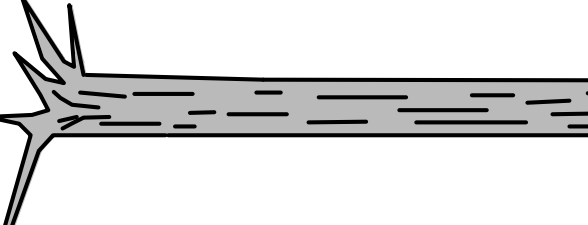


NEW CONSTRUCTION FEATURES

-  TELEPHONE RISER
-  POWER METER
-  WELL HEAD
-  FENCE POST
-  STUMP
-  SHRUB
-  DECIDUOUS TREE
-  CONIFER TREE
-  POWER POLE
-  GUY POLE
-  GUY WIRE
-  SIGN
-  MAILBOX

-  EXISTING CULVERT
-  EXISTING CENTERLINE
-  EXISTING ROAD EDGE
-  EXISTING APPROACH
-  FENCE
-  STREAM / DITCH
-  OVERHEAD UTILITIES
-  UNDERGROUND UTILITIES
-  UNDERGROUND FIBER
-  WATER UTILITIES
-  LANDSCAPING
-  GATE
-  BUILDING
-  TOE
-  TOP
-  CALLOUT

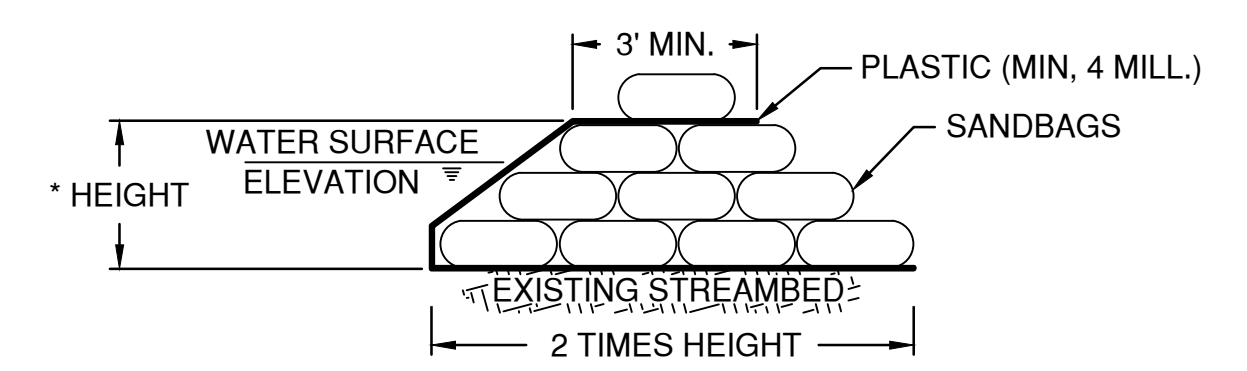
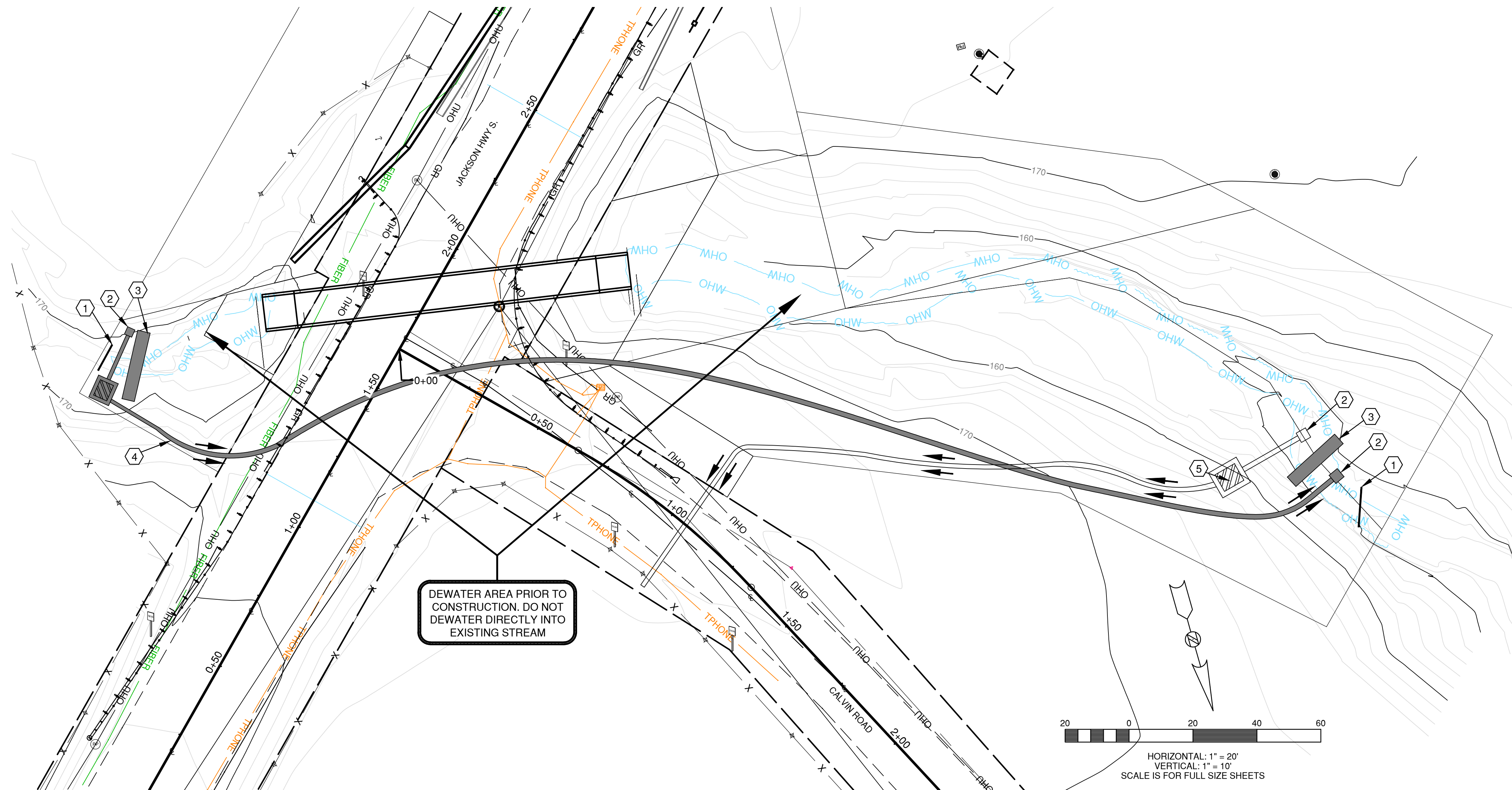
-  GUARDRAIL (TYPE 31 8' LONG POST)
-  GUARDRAIL (TYPE 31)
-  ROADWAY CENTERLINE
-  ROADWAY
-  SHOULDER
-  EXISTING CULVERT
-  EXISTING CENTERLINE
-  EXISTING ROAD EDGE
-  EXISTING APPROACH
-  FENCE
-  STREAM / DITCH
-  OVERHEAD UTILITIES
-  UNDERGROUND UTILITIES
-  UNDERGROUND FIBER
-  WATER UTILITIES
-  LANDSCAPING
-  GATE
-  BUILDING
-  TOE
-  TOP
-  CALLOUT

-  GUARDRAIL (TYPE 31 8' LONG POST)
-  GUARDRAIL (TYPE 31)
-  ROADWAY CENTERLINE
-  ROADWAY
-  SHOULDER

-  STONELINE MIX
-  BALLAST ROCK
-  STREAMBED SEDIMENT
-  STREAMBED MIX
-  LARGE WOODY DEBRIS
-  STREAMBED DESIGN CENTERLINE
-  PLANTING MITIGATION AREA

 6' HIGH X 10' WIDE X 95' LONG PRECAST CONCRETE SPLIT BOX CULVERT WITH 10' LONG SLOPED END SECTIONS

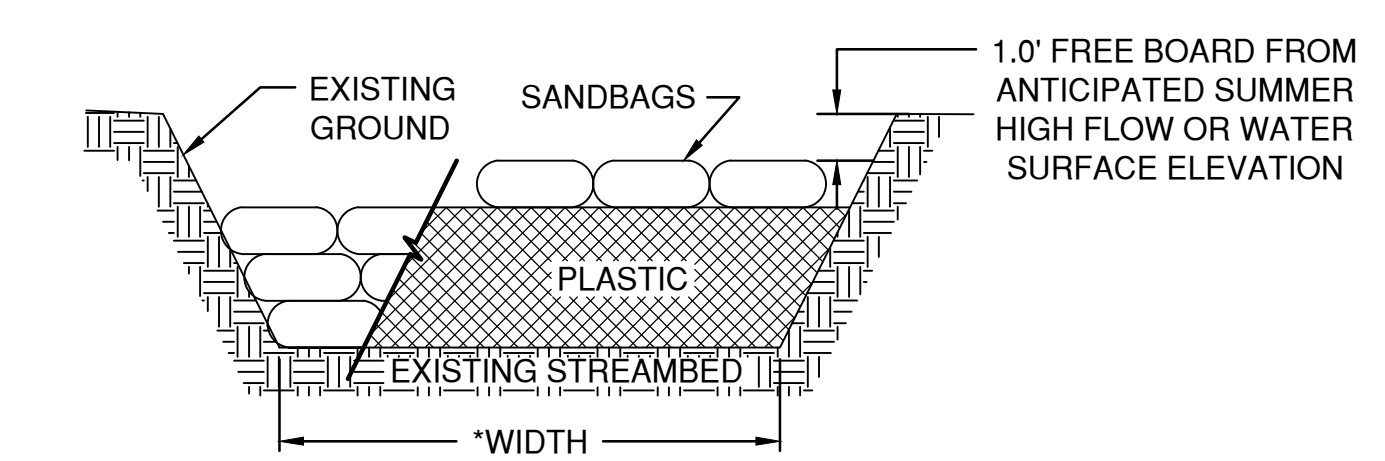
NO.	DATE	REVISION	BY	APP.



* HEIGHT OF COFFER DAM SHALL BE DETERMINED BY THE WATER SURFACE ELEVATION AT THE TIME OF CONSTRUCTION.

- NOTES:
 1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE 1.0' FREEBOARD.

SIDE VIEW

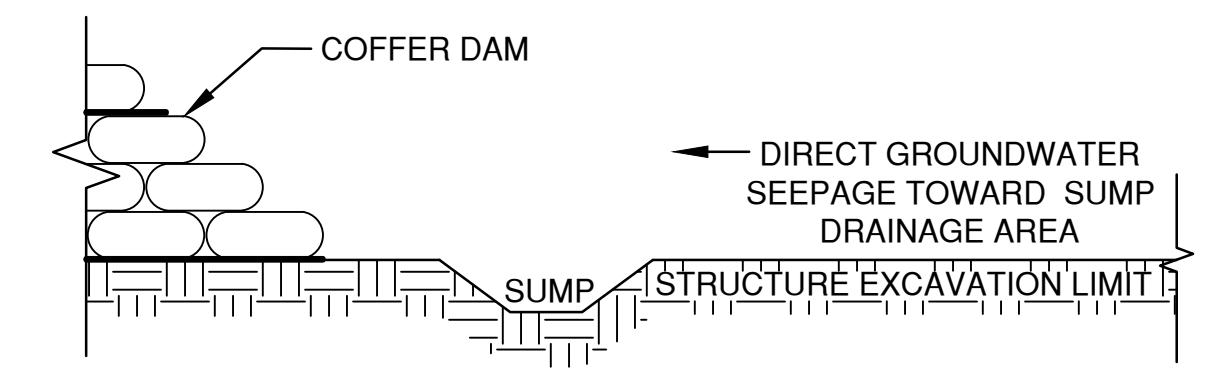


* WIDTH OF COFFER DAM SHALL BE DETERMINED BY THE EXISTING BANK OF THE STREAM AT THE TIME OF CONSTRUCTION.

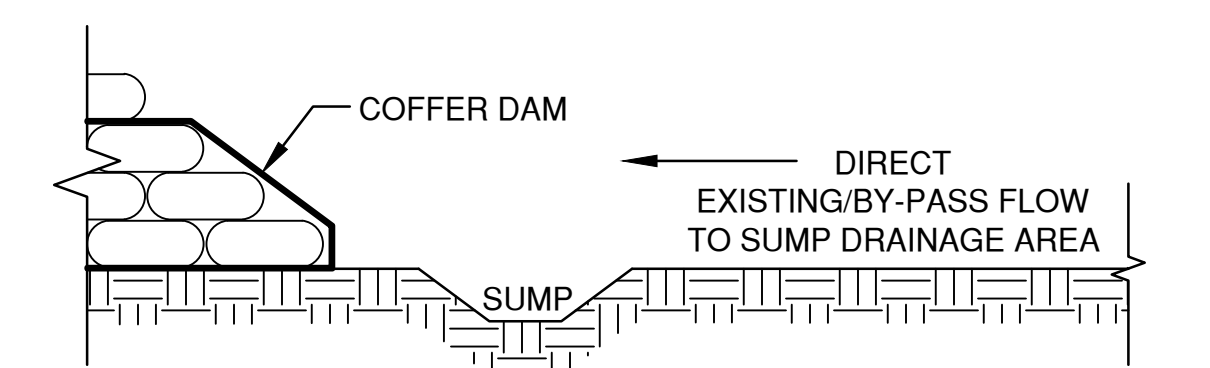
- NOTES:
 1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
 2. INSTALL COFFER DAM AND DEWATER SITE PRIOR TO CONSTRUCTION.
 3. PROVIDE 1.0' FREEBOARD.

FRONT VIEW

COFFER DAM TYPICAL DETAIL
NOT TO SCALE



DEWATERING AREA SUMP DETAIL
NOT TO SCALE

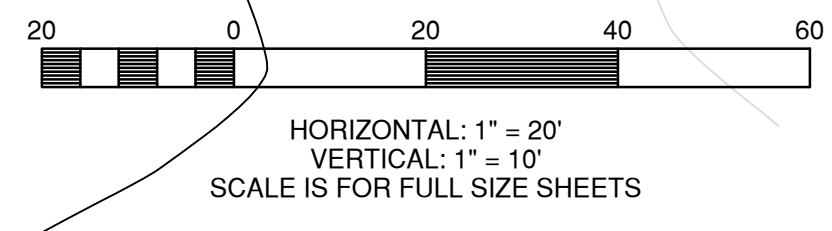


DEWATERING BY-PASS SUMP DETAIL
NOT TO SCALE

CONSTRUCTION NOTES

- 1 FISH DIVERSION SCREEN UPSTREAM OF BYPASS INTAKE AND DOWNSTREAM OF BYPASS OUTLET PER HPA PROVISIONS, INSTALL AT 45° TO WATERLINE OF STREAM
- 2 PUMP INTAKE SCREEN OVER ALL INTAKE AND OUTLET HOSES PER WDFW REQUIREMENTS
- 3 INSTALL COFFER DAM PER DETAILS ON THIS SHEET TO BE STAKED IN THE FIELD BY THE ENGINEER
- 4 INSTALL SPILL CONTAINED PUMP SYSTEM FOR STREAM BYPASS
- 5 INSTALL SPILL CONTAINED PUMP SYSTEM FOR DEWATERING PUMP WORK WATER ALONG CALVIN ROAD NORTH DITCH APPROXIMATELY 200' IN GRASS LINED DITCH, WITH STRAW WATTLES EVERY 25'

DEWATER AREA PRIOR TO CONSTRUCTION. DO NOT DEWATER DIRECTLY INTO EXISTING STREAM



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

DESIGNED BY : JML
 DRAWN BY : JML
 CHECKED BY : ERR
 DATE :

NO.	DATE	REVISION	BY	APP.

**JACKSON HIGHWAY S. MP 2.11
 SCOUR MITIGATION**

COUNTY ROAD MAINTENANCE
 PROJECT NO: 2102

TEMPORARY STREAM DIVERSION

SHEET
4
 OF
9

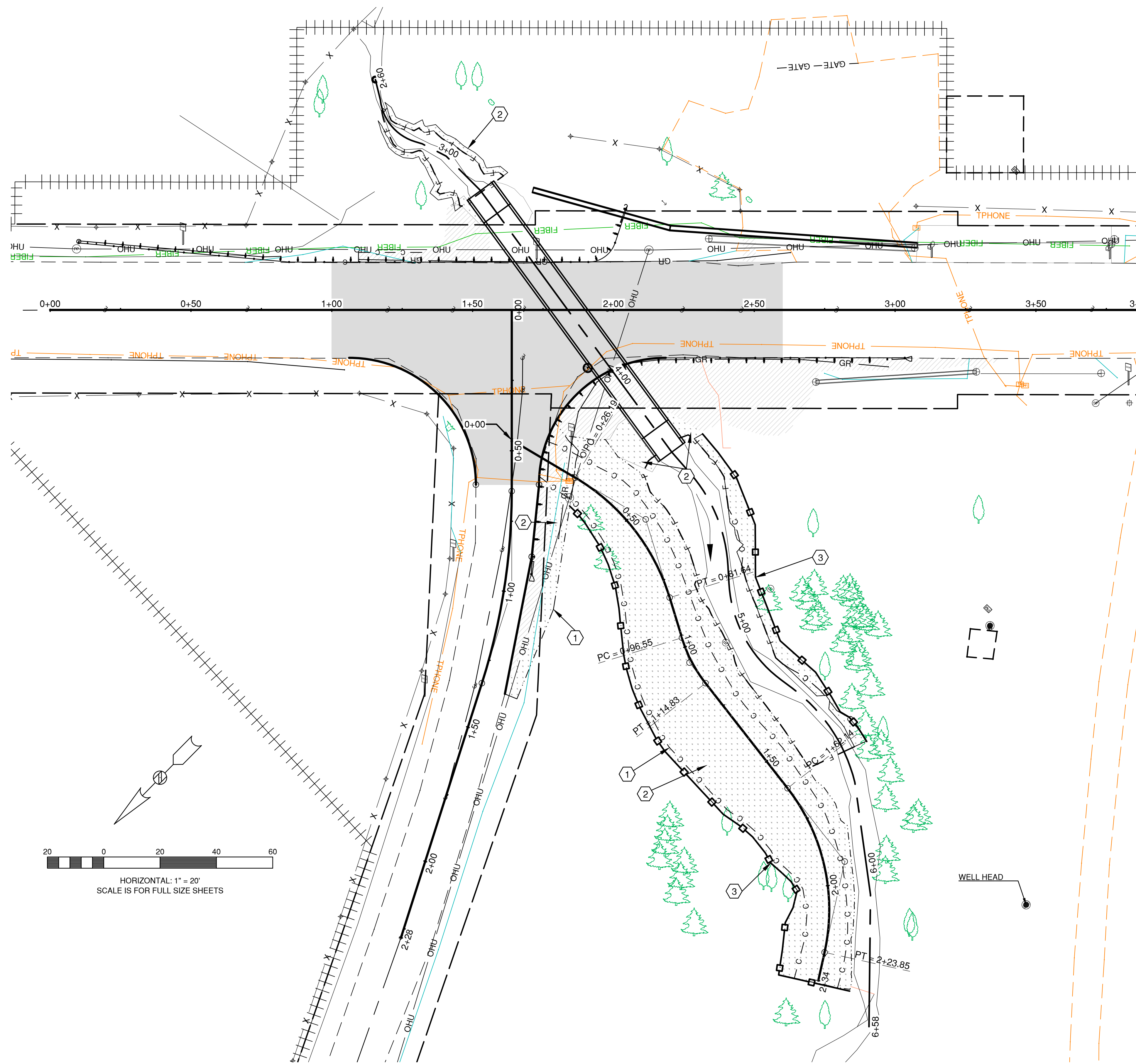


nbc
 northwest hydraulic consultants
 12787 Gateway Drive S.
 Seattle, WA 98168
 Phone: 206-241-6000



7/15/2021 7:22 PM

C:\2006403_Jackson Hwy 96_CAD\01 DesignDrawings\04_Design\JACKSON S 2102 MITIGATION (PLANTING AND BMP).dwg

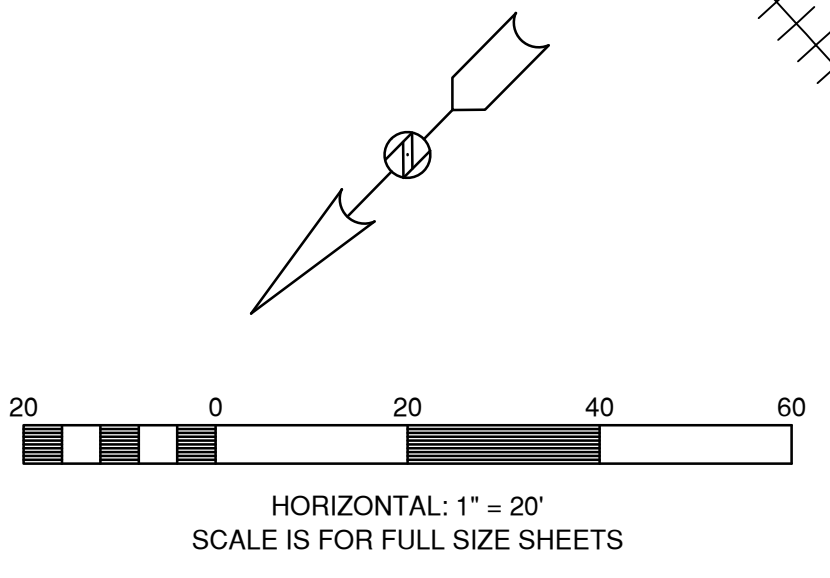


BMP LEGEND

- APE
- HIGH VISIBILITY FENCE
- CLEAR AND GRUB LIMITS
- FILL
- CUT
- FLOW LINE
- EXISTING RIGHT OF WAY
- DESIGN ROADWAY FINISHED TOP
- IN-SLOPE
- SEEDING, AND MULCHING/
PLANTING MITIGATION AREA

CONSTRUCTION NOTES

- 1 CLEARING AND GRUBBING
TO BE STAKED IN THE FIELD BY THE ENGINEER
0.2 ACRE CLEARING AND GRUBBING
- 2 SEEDING AND MULCHING/PLANTING MITIGATION AREA
ALL TREES THAT ARE NOT MARKED TO BE REMOVED SHALL REMAIN
- 3 CONSTRUCT HIGH VISIBILITY FENCE
TO BE STAKED IN THE FIELD BY THE ENGINEER
SEE WSDOT STANDARD PLAN 1-30.17-01



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

DESIGNED BY : JML
DRAWN BY : JML
CHECKED BY : ERR
DATE : JUL 14 2021

NO.	DATE	REVISION	BY	APP.

**JACKSON HIGHWAY S. MP 2.11
SCOUR MITIGATION**

COUNTY ROAD MAINTENANCE
PROJECT NO: 2102

BMP PLAN

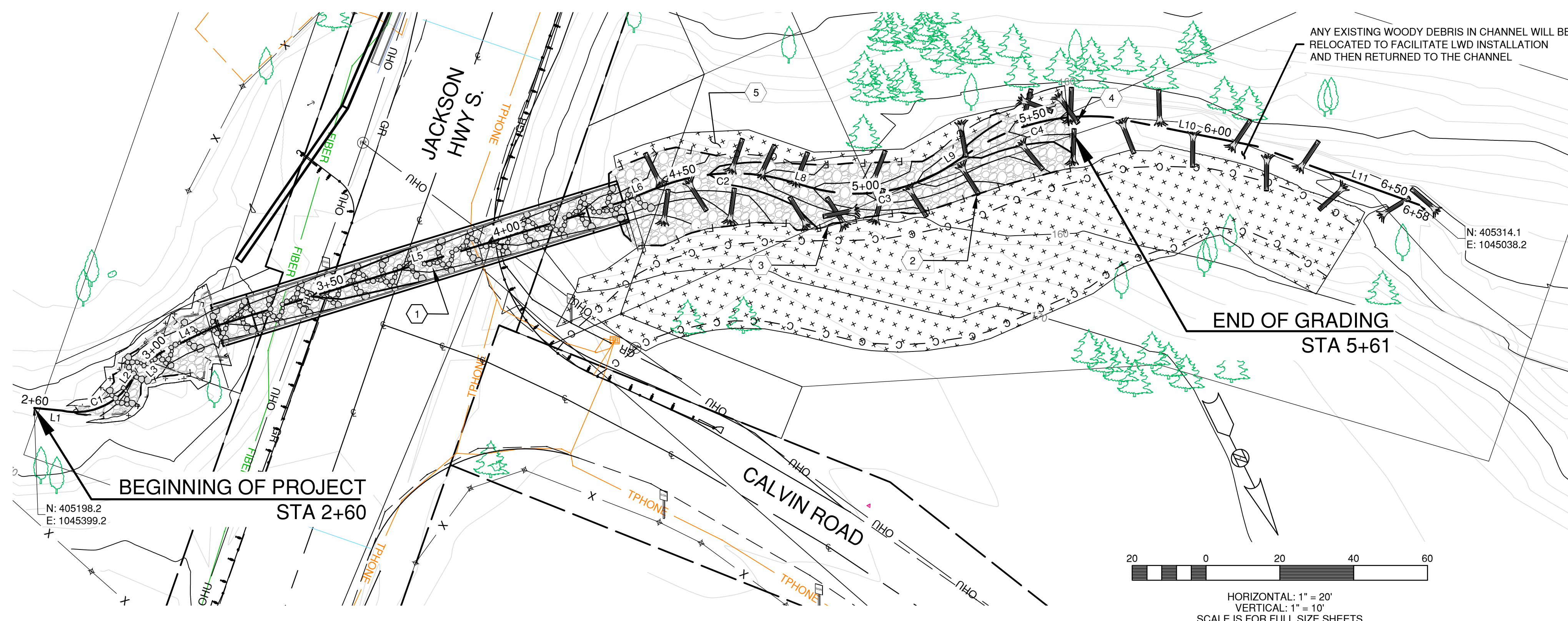
SHEET
5
OF
9



nbc
northwest hydraulic consultants
12787 Gateway Drive S.
Seattle, WA 98168
Phone: 206-241-6000



7/15/2021 7:19 PM



STREAMBED STABILIZATION DESIGN NOTES

PROPOSED CHANNEL ALIGNMENT HORIZONTAL CONTROL TABLE

Mitigation Alignment				Mitigation Alignment			
Number	Length	Radius	Line/Chord Direction	Number	Length	Radius	Line/Chord Direction
C1	20.4	18	N84° 28' 02.50"W	L4	17.1		N89° 33' 58.82"W
C2	36.0	55	N66° 45' 16.98"W	L5	115.1		N80° 51' 12.80"W
C3	40.5	46	N72° 59' 42.44"W	L6	10.2		N85° 38' 03.49"W
C4	41.0	60	N78° 22' 32.63"W	L8	6.0		N47° 52' 30.46"W
L1	7.5		N58° 34' 24.46"W	L9	4.7		S81° 53' 05.58"W
L2	2.7		S62° 13' 25.01"W	L10	40.4		N52° 34' 43.87"W
L3	9.6		S72° 33' 04.82"W	L11	46.8		N44° 02' 31.54"W

- ① STONELINE MIX: CONSTRUCT STONELINES SPACED 8' , STA. 2+85 TO 4+32
 30% 18"-28" STREAMBED BOULDERS
 70% 12"-18" STREAMBED BOULDERS
- ② DOWNSTREAM OF CULVERT, ALTERNATING 12"-18" DBH LWD (PARTIALLY BURIED ROOTWAD), STA. 4+32 TO 6+58
 BURIED BALLAST ROCK TO ADJUST WITH CHANNEL (NOT SHOWN ON THIS SHEET FOR CLARITY)

LARGE WOODY DEBRIS TABLE		LARGE WOODY DEBRIS TABLE		LARGE WOODY DEBRIS TABLE	
STATION	OFFSET SIDE	STATION	OFFSET SIDE	STATION	OFFSET SIDE
4+43	TWO LOG	5+13	RIGHT	5+95	SINGLE, RIGHT
4+52	SINGLE, RIGHT	5+30	TWO LOG	6+05	SINGLE, LEFT
4+64	TWO LOG	5+44	SINGLE, RIGHT	6+15	SINGLE, RIGHT
4+73	SINGLE, LEFT	5+46	SINGLE, LEFT	6+25	SINGLE, LEFT
4+80	TWO LOG	5+53	SINGLE, LEFT	6+38	SINGLE, RIGHT
4+90	SINGLE, RIGHT	5+60	THREE LOG	6+53	SINGLE, RIGHT
5+00	SINGLE, RIGHT	5+75	SINGLE, RIGHT	6+58	SINGLE, LEFT
5+05	TWO LOG	5+85	SINGLE, LEFT		

- ③ STREAMBED MIX GRADATION BETWEEN STONELINES AND THROUGH REGRADED REACH STA. 2+85 TO 5+61
 10% 18"-28" STREAMBED BOULDERS
 20% 12"-18" STREAMBED BOULDERS
 50% 12" COBBLES
 20% STREAMBED SEDIMENT

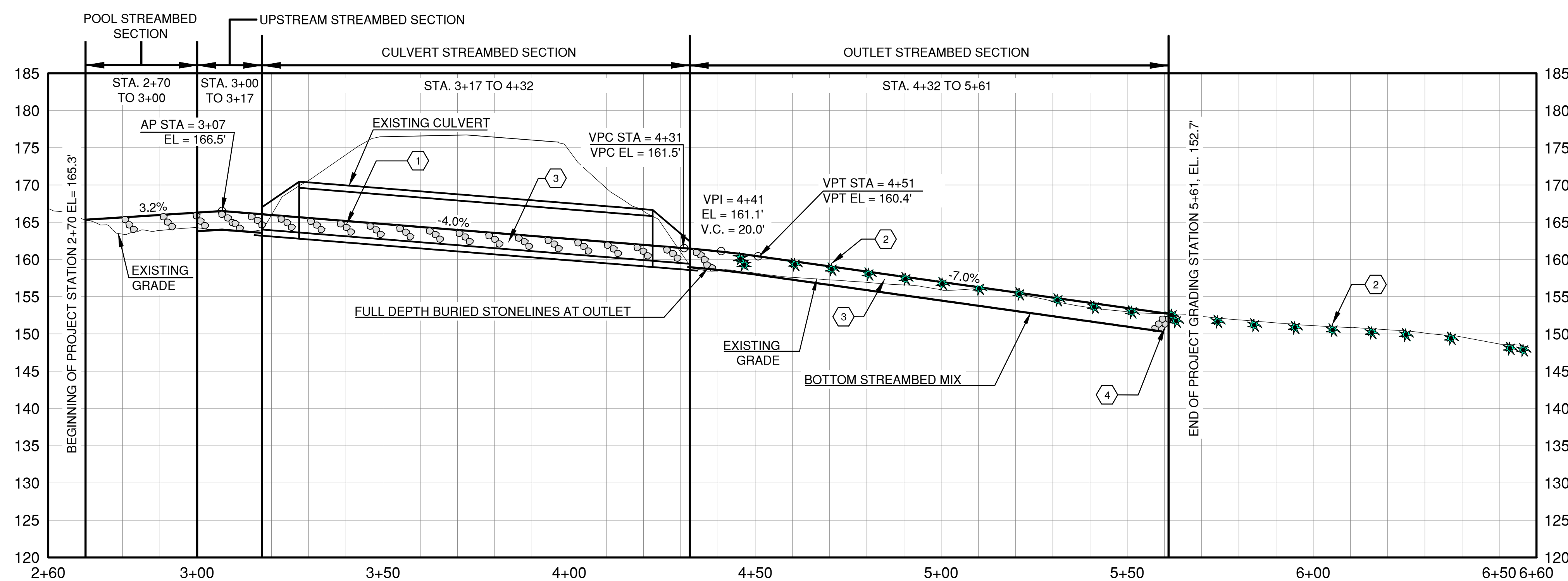
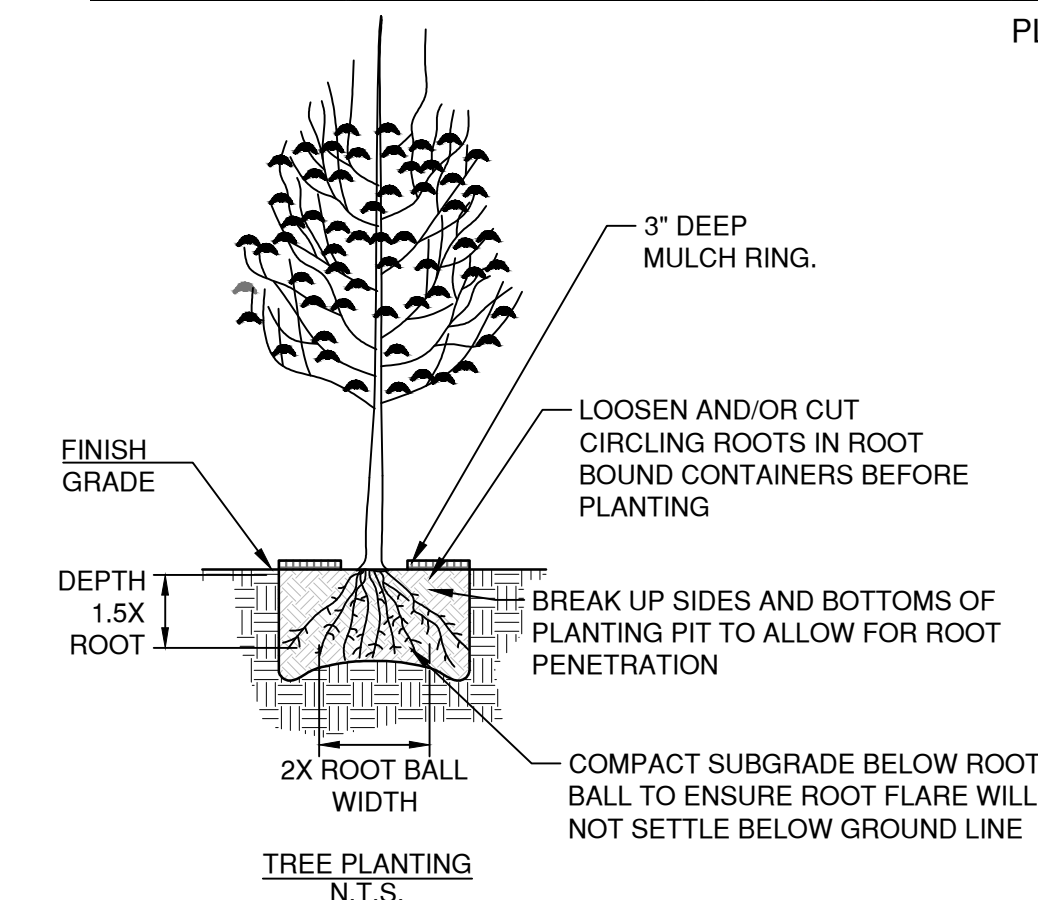
- ④ BURIED LWD, 3 PIECES STA 5+61
 3' THICK BURIED STONELINE MIX

⑤ PLANTING TABLE:

Planting Zone	Scientific Name	Common Name	Type	Size of Plants (Material)	Planting Density (Spacing)	Proportion of Planting in Strata (%)	Number of Plants
Area = 7,200 sf	<i>Pseudotsuga menziesii</i>	Douglas Fir	T	2 gallon	12' on-center	40	20
	<i>Thuja plicata</i>	Western Red Cedar	T	2 gallon	12' on-center	20	10
	<i>Acer macrophyllum</i>	Big-Leaf Maple	T	2 gallon	12' on-center	40	20
	<i>Symphoricarpos albus</i>	Common Snowberry	S	1 gallon	5' on-center	35	83
	<i>Corylus cornuta</i>	Beaked Hazelnut	S	1 gallon	5' on-center	15	36
	<i>Rubus parviflorus</i>	Thimbleberry	S	1 gallon	5' on-center	35	83
	<i>Holodiscus discolor</i>	Oceanspray	S	1 gallon	5' on-center	15	36

PLANTING NOTES:

- 1. PLANTING AREA TO BE STAKED IN THE FIELD BY ENGINEER. SEE PLANTING TABLE THIS SHEET.
- 2. STAGING AREA FOR PLANTS SHOULD OCCUR IN UPLAND AREAS.
- 3. ALL DISTURBED AREAS SHALL BE HYDROSEEDING.



C:\2006403_JacksonHwy96_CAD\01 DesignDrawings\04_Design\JACKSON S 2102 MITIGATION_R4.dwg

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

DESIGNED BY : JML
 DRAWN BY : JML
 CHECKED BY : ERR
 DATE : JUL 14 2021

NO.	DATE	REVISION	BY	APP.

**JACKSON HIGHWAY S. MP 2.11
 SCOUR MITIGATION**

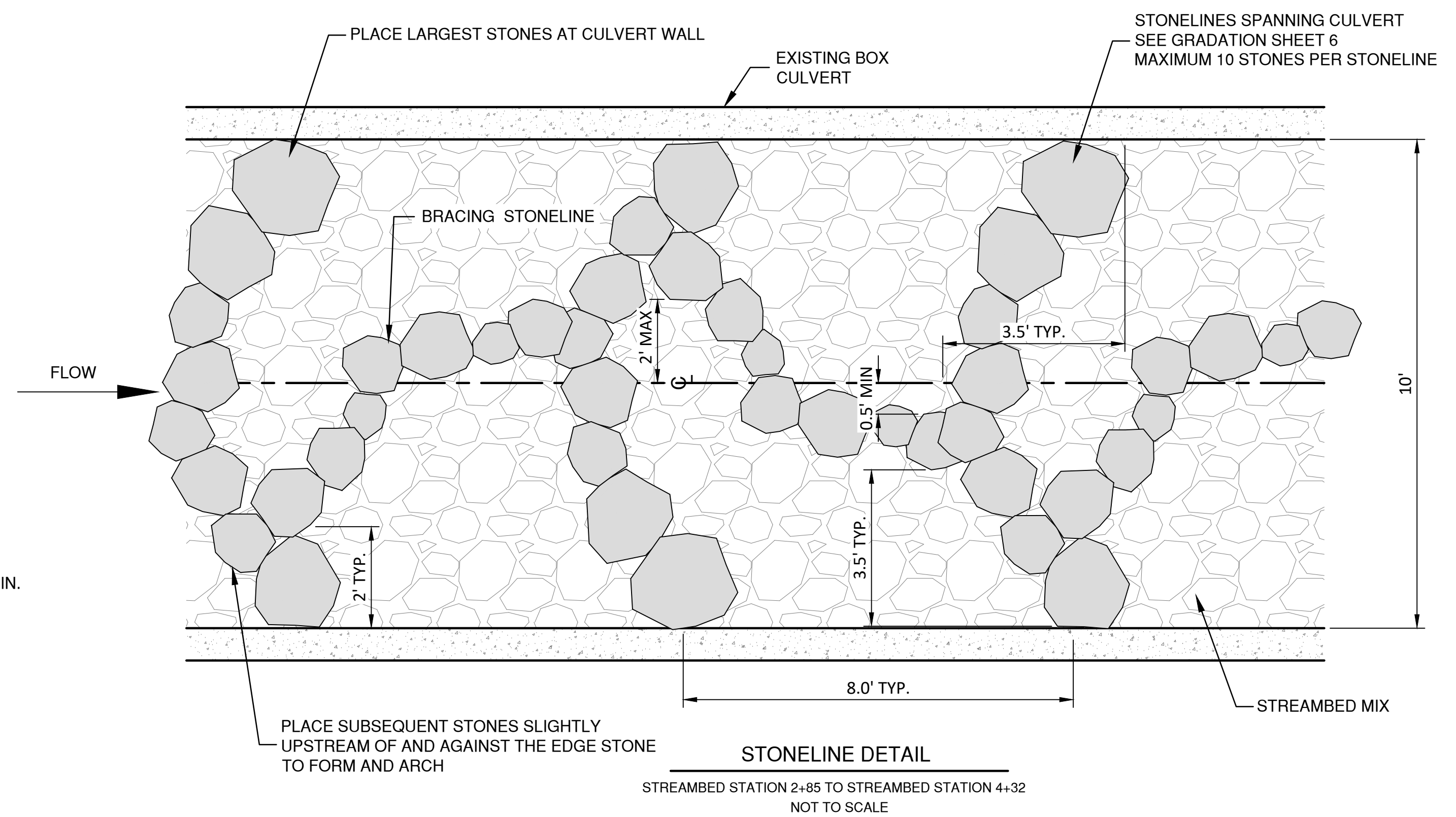
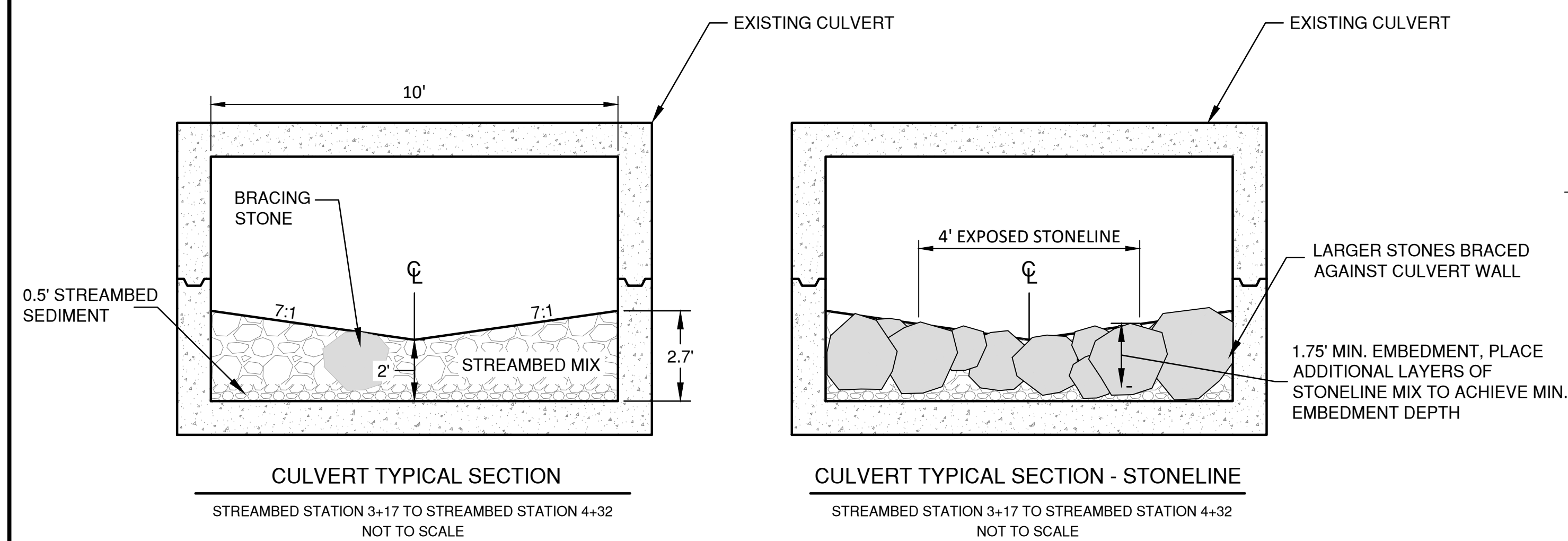
COUNTY ROAD MAINTENANCE
 PROJECT NO: 2102
 STREAMBED MITIGATION PLAN AND PROFILE
 PLANTING INFORMATION

SHEET
6
 OF
9



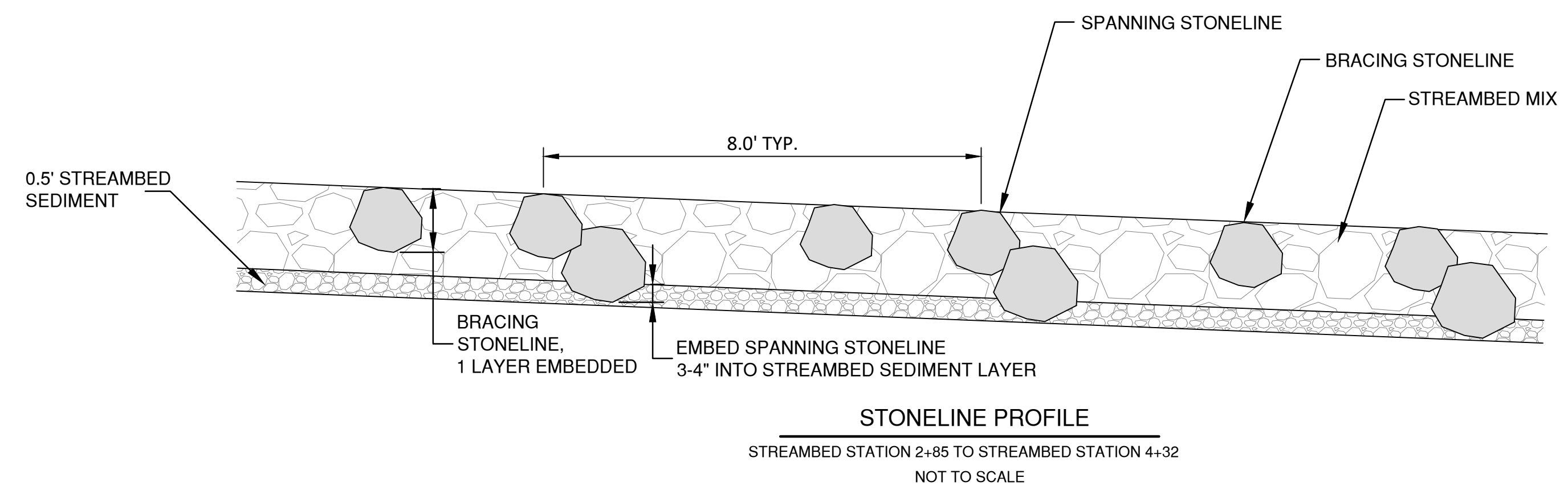
CALL 48 HOURS BEFORE YOU DIG
 1-800-424-5555
 "It's the Law"
 Utilities Underground Location Center
nhc
 northwest hydraulic consultants
 12787 Gateway Drive S.
 Seattle, WA 98168
 Phone: 206-241-6000





CONSTRUCTION NOTES

1. PLACE A 0.5 FT LIFT OF STREAMBED SEDIMENT AND COMPACT
2. THE STONE CLOSEST TO THE CULVERT WALL WILL BE PLACED FIRST AND WILL IMPINGE AGAINST THE CULVERT WALL.
3. THE SECOND STONE WILL BE PLACED SLIGHTLY UPSTREAM OF FIRST AND REST AGAINST THE FIRST STONE.
4. WHERE POSSIBLE, STONES SHOULD BE PLACED WITH LONGEST AXIS ACROSS THE CHANNEL AND SHORTEST AXIS VERTICAL.
5. CONTINUE TO PLACE STONES WITH LONG AXIS ACROSS THE CHANNEL AND LARGEST STONES UP AGAINST THE WALLS.
6. STONES SHOULD BE STRUCTURED AGAINST EACH OTHER WITH LOWEST LAYER PARTIALLY EMBEDDED IN UNDERLYING STREAMBED SEDIMENT.



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

DESIGNED BY : JML
DRAWN BY : JML
CHECKED BY : ERR
DATE : JUL 14 2021

NO.	DATE	REVISION	BY	APP.

**JACKSON HIGHWAY S. MP 2.11
SCOUR MITIGATION**

COUNTY ROAD MAINTENANCE
PROJECT NO: 2102

CULVERT TYPICAL SECTION
STONELINE DETAILS

SHEET
7
OF
9

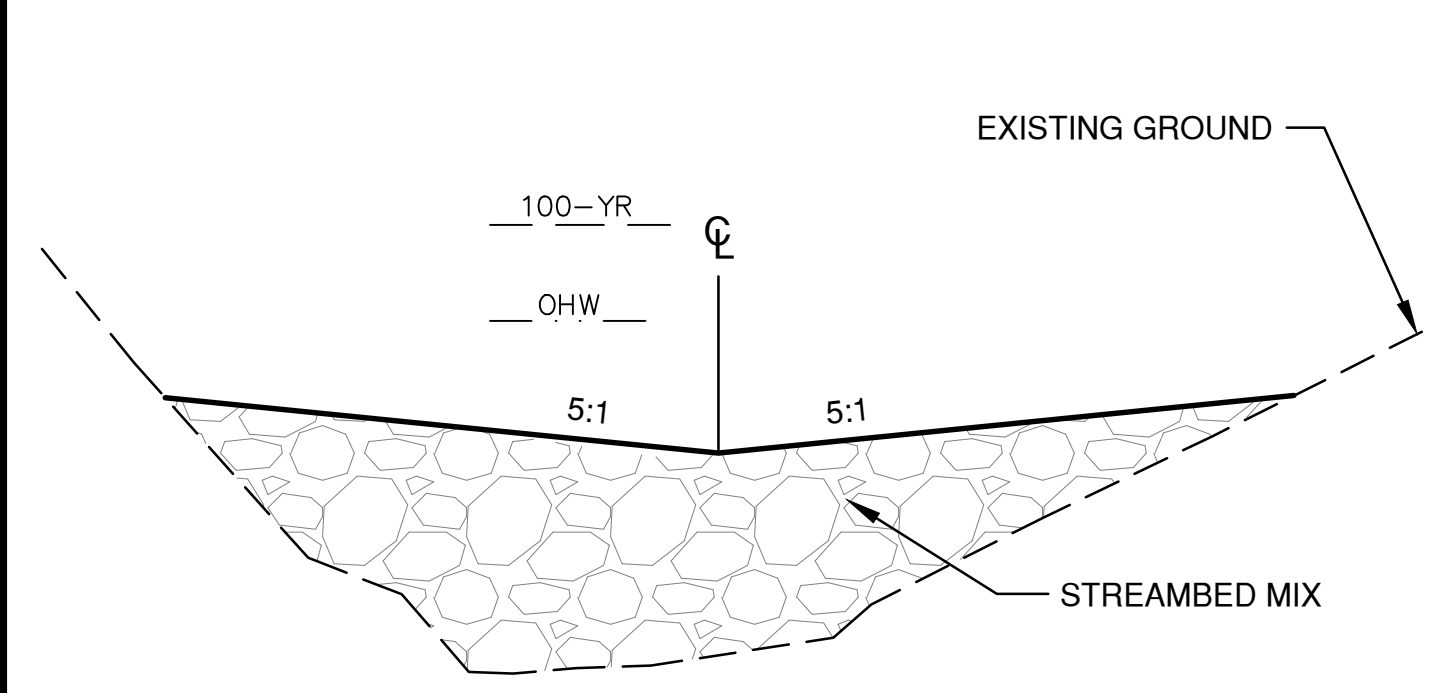
CALL 48 HOURS
BEFORE YOU DIG.
1-800-424-5555
"It's the Law"
Utilities
Underground
Location Center

nbc
northwest hydraulic consultants
12787 Gateway Drive S.
Seattle, WA 98168
Phone: 206-241-6000

MISSISSA M. L. BREWSTER
WASHINGTON
19820
PROFESSIONAL ENGINEER

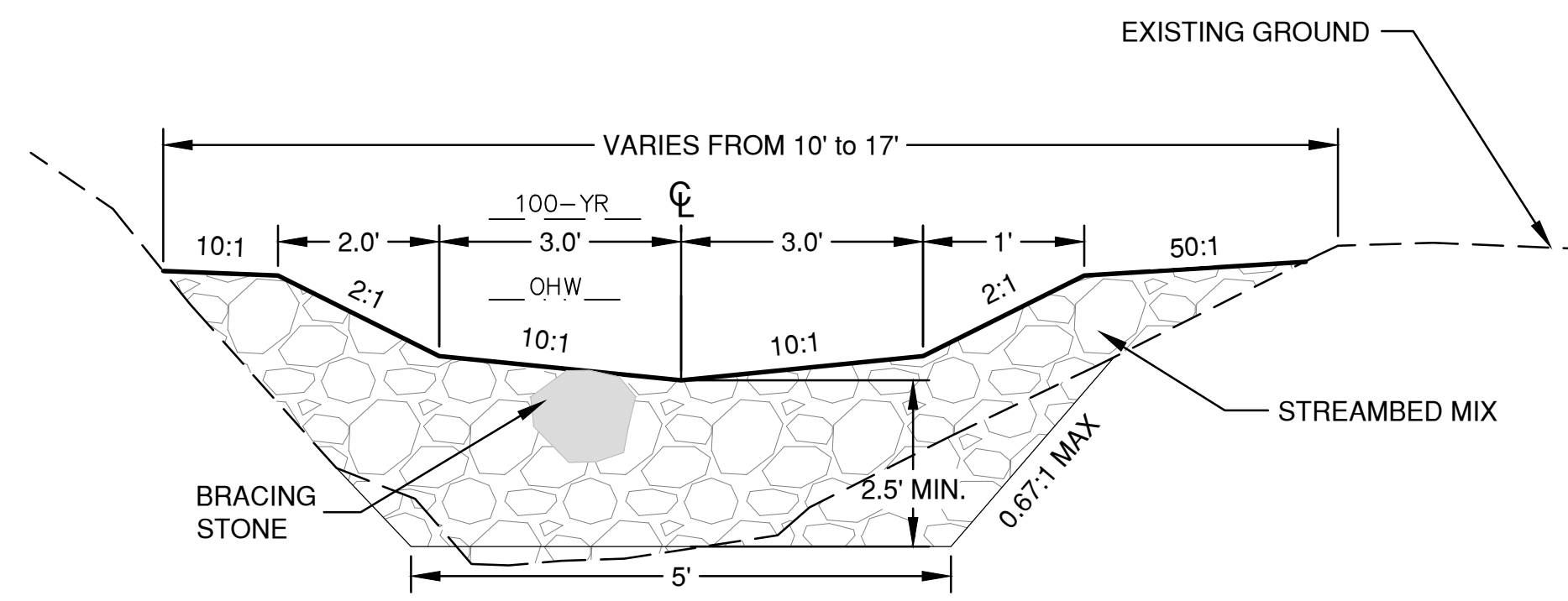
7/15/2021 7:03 PM

C:\2006403_JacksonHwy96_CAD\01_DesignDrawings\04_Design\JACKSON S 2102 MITIGATION_R4.dwg



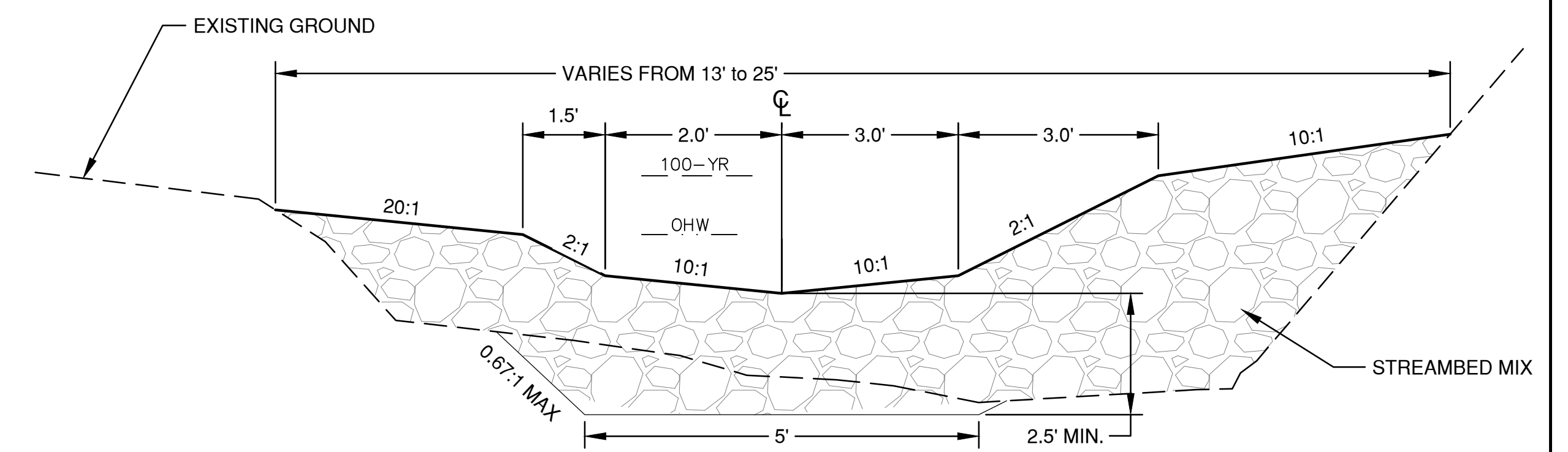
STREAMBED TYPICAL SECTION POOL

STREAMBED STATION 2+70 TO STREAMBED STATION 3+00
NOT TO SCALE



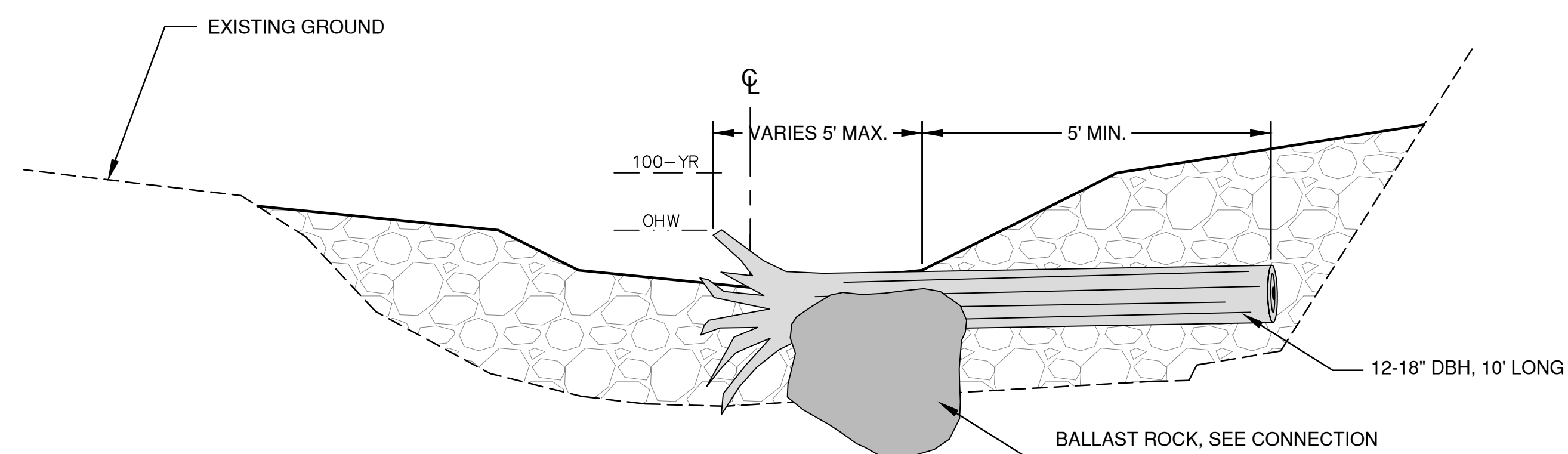
STREAMBED TYPICAL SECTION BETWEEN STONELINES UPSTREAM OF CULVERT

STREAMBED STATION 3+00 TO STREAMBED STATION 3+17
NOT TO SCALE



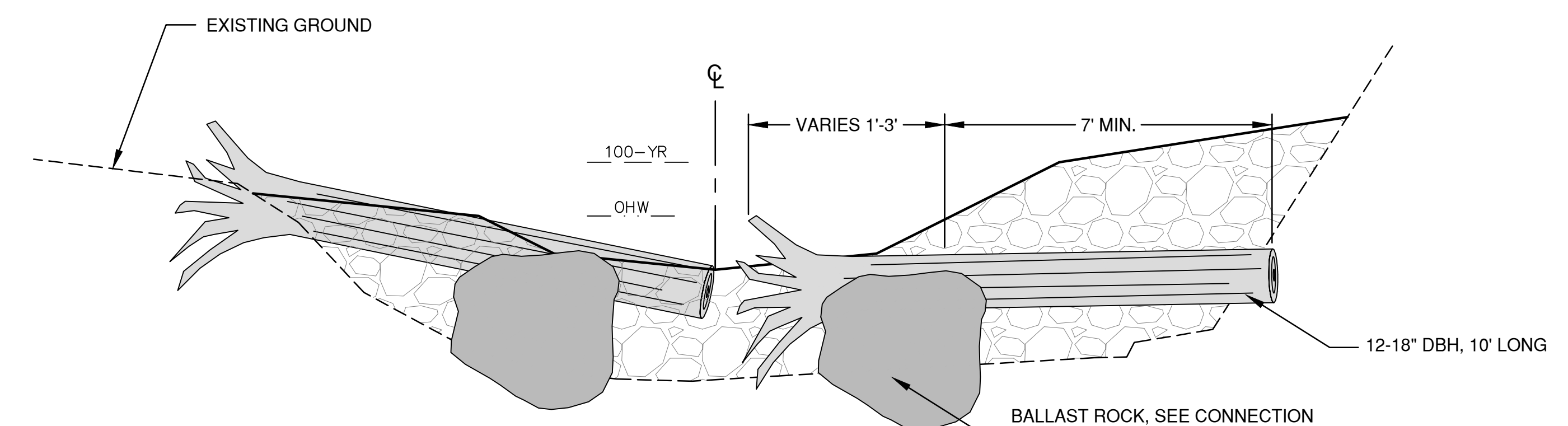
STREAMBED TYPICAL SECTION BETWEEN LOGS

STREAMBED STATION 4+32 TO STREAMBED STATION 5+61
NOT TO SCALE



LARGE WOODY DEBRIS TYPICAL SECTION - SINGLE LOG

STREAMBED STATION 4+32 TO STREAMBED STATION 6+58
NOT TO SCALE



LARGE WOODY DEBRIS TYPICAL SECTION - TWO LOGS

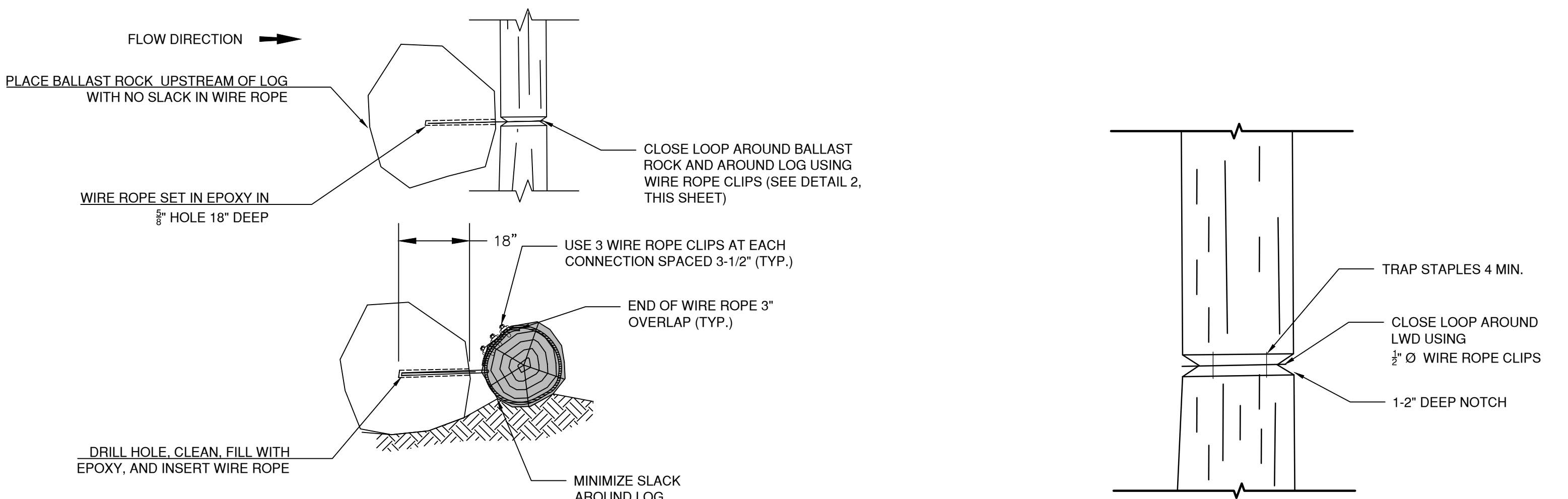
STREAMBED STATION 4+32 TO STREAMBED STATION 5+61
NOT TO SCALE

CONSTRUCTION NOTES

- WOOD SPECIES FOR LARGE WOODY DEBRIS (LWD) PIECES SHALL BE GREEN (NOT STOCKPILED) DOUGLAS FIR OR RED CEDAR UNLESS OTHERWISE SPECIFIED. NO DIMENSIONAL BEAMS OR TIMBERS, HEMLOCK, ALDER, OR OTHER DECIDUOUS TREE SPECIES SHALL BE USED.
- LWD PIECES: ALL LOGS SHALL HAVE ROOTWADS INTACT.
- EACH LOG SHALL BE SECURED IN PLACE AT BOTH ENDS BY ANCHORING TO BALLAST ROCK AND EMBEDDING INTO THE BANK AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.
- BALLAST ROCK USED FOR ANCHORS IN CHANNEL MAY BE ROUND OR SUB-ANGULAR, EACH WEIGHING AT LEAST 850 LBS. AND SECURED TO THE LOGS WITH NO SLACK IN WIRE ROPE. ALL BALLAST ROCKS SHALL BE PLACED ON THE UPSTREAM SIDE OF THE LOG THEY ARE SECURED TO AND EMBEDDED TO A DEPTH EVEN WITH OR BELOW THE TOP OF THE LOG WHERE ATTACHED (UNLESS INSTRUCTED OTHERWISE BY ENGINEER IN FIELD).
- LWD CONNECTIONS FOR LOG TO BALLAST ROCK SHALL BE MADE USING GALVANIZED WIRE ROPE. 3/4" ROPE CLIPS SHALL BE USED TO SECURE WIRE ROPES AS SHOWN IN PLANS OR AS DIRECTED BY THE ENGINEER. TO PREVENT LOOSENING OF ROPE CLIPS THE NUTS SHALL BE SPOT WELDED OR THREADS FOULDED.
- LOGS SHALL BE NOTCHED 1-2" AND STAPLED WITH 1/2" STAPLES AT ALL WIRE ROPE CONNECTIONS.
- LOCAL EXCAVATION SHALL BE PERFORMED PRIOR TO, DURING AND AFTER PLACEMENT OF LWD STRUCTURES AS DIRECTED BY THE ENGINEER.
- METHOD FOR SECURING WIRE ROPE TO BALLAST ROCK: DRILL 5/8-INCH HOLE 18 INCHES (MINIMUM) INTO BALLAST ROCK. CLEAN HOLE WITH COMPRESSED AIR OR OTHER MEANS TO REMOVE DUST AND ROCK PARTICLES. FILL HOLE WITH EPOXY ADHESIVE AND INSERT WIRE ROPE ENSURING ADEQUATE LENGTH REMAINS TO SECURE TO LOG. EPOXY SHALL MEET WSDOT STANDARD SPECIFICATION 9-26.1 TYPE IV. THE GRADE, CLASS, AND OTHER PROPERTIES OF THE EPOXY ADHESIVE SHALL BE AS RECOMMENDED BY THE EPOXY MANUFACTURER AND SUBJECT TO APPROVAL BY THE ENGINEER. THE EPOXY ADHESIVE SHALL BE SUITABLE FOR PROVIDING A LONG-TERM BOND OF THE WIRE ROPE TO THE BALLAST ROCK ANCHOR IN SUBMERGED (UNDERWATER) CONDITIONS, DRY CONDITIONS, AND VARIABLE SUBMERGENCE CONDITIONS. EPOXY SHALL BOND THE WIRE ROPE TO THE BALLAST ROCK AND BALLAST ROCK-WIRE ROPE CONNECTION SHALL BE LOAD TESTED IN THE DRY PRIOR TO ATTACHMENT TO A LOG BY LIFTING THE BALLAST ROCK BY THE WIRE TO VERIFY SECURE BALLAST ROCK-WIRE ROPE BOND.

SPECIAL NOTES FOR ALL LOG STRUCTURES

- DRAWING SHOWS THE PROPOSED LOCATION OF THE LWD. THE FINAL DESIGN MAY BE MODIFIED BY THE ENGINEER TO SUIT LOCAL CONDITIONS AND AVAILABLE MATERIALS. FURTHER, MODIFICATIONS TO THIS DESIGN MAY BE MADE IN THE FIELD BY THE ENGINEER DURING CONSTRUCTION.
- TYPICAL DESIGNS ARE MEANT AS A GUIDE ONLY. MODIFICATION TO SUIT SITE CONDITIONS WILL LIKELY BE REQUIRED.



BALLAST ROCK TO LOG CONNECTION DETAIL

NOT TO SCALE

CONNECTION DETAIL 2

NOT TO SCALE



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

DESIGNED BY : JML
DRAWN BY : JML
CHECKED BY : ERR
DATE : JUL 14 2021

NO.	DATE	REVISION	BY	APP.

JACKSON HIGHWAY S. MP 2.11
SCOUR MITIGATION

COUNTY ROAD MAINTENANCE
PROJECT NO: 2102

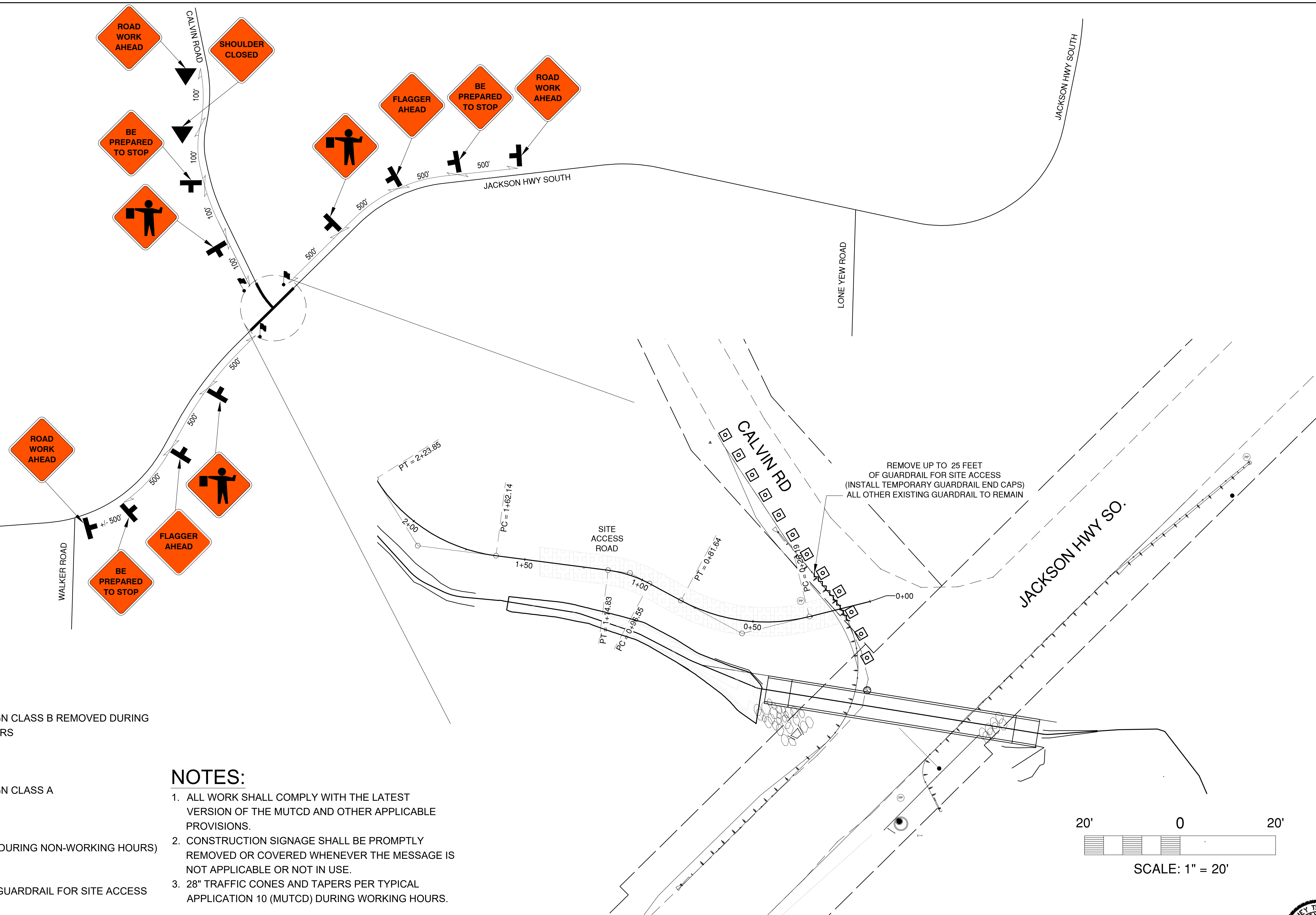
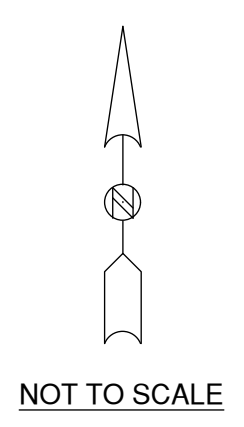
STREAMBED TYPICAL SECTIONS
LARGE WOODY DEBRIS DETAILS

SHEET
8 OF 9



CALL 48 HOURS BEFORE YOU DIG
1-800-424-5555
"It's the Law"
Utilities Underground Location Center
northwest hydraulic consultants
12787 Gateway Drive S.
Seattle, WA 98168
Phone: 206-241-6000



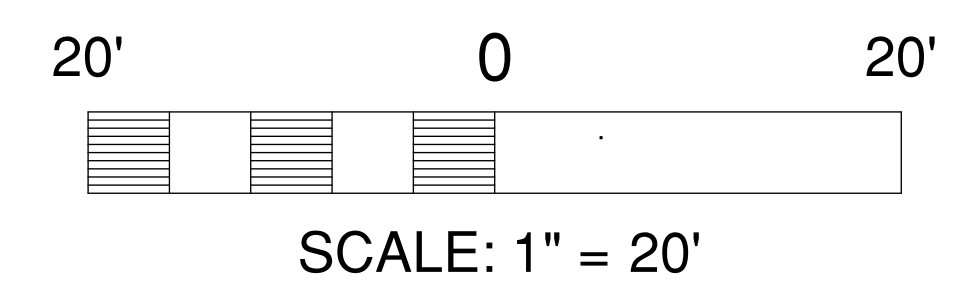


LEGEND:

- CONSTRUCTION SIGN CLASS B REMOVED DURING NON-WORKING HOURS
- WORK AREA
- CONSTRUCTION SIGN CLASS A
- FLAGGING STATION
- 28" TRAFFIC CONE (DURING NON-WORKING HOURS) AT 10 FT O.C.
- REMOVE EXISTING GUARDRAIL FOR SITE ACCESS

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. 28" TRAFFIC CONES AND TAPERS PER TYPICAL APPLICATION 10 (MUTCD) DURING WORKING HOURS.



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

NO.	DATE	REVISION	BY	APP.

**JACKSON HIGHWAY S. MP 2.11
 SCOUR MITIGATION**

COUNTY MAINTENANCE PROJECT NO: 2102
 CALVIN ROAD & JACKSON HIGHWAY SOUTH
 TRAFFIC CONTROL PLAN

SHEET
9
 OF
9



Rodney Troy Lakey, P.E.
 Senior Engineer
 Date: July 14, 2021

