Lewis County
Department of Public Works
Engineering Division

CONTRACT PROVISIONS AND PLANS
FOR CONSTRUCTION OF:

KRUGER ROAD MP 1.20 CULVERT REPLACEMENT

CMP NO. 1904
May 1, 2023

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

Approved for Construction:

Asst. County Engineer — Date: 5/1/23

Project Engineer

BOARD OF COUNTY COMMISSIONERS

Sean D. Swope, District No. 1
Lindsey R. Pollock, DVM, District No. 2
Scott J. Brummer, District No. 3

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INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2023 Standard Specifications for Road, Bridge, and Municipal Construction.

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

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

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

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

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

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

> Wherever the word "State" or "Contracting Agency" is used it shall mean Lewis County; that wherever the words "Secretary (Secretary of Transportation)" are used they shall mean Lewis County Engineer; that wherever the words "State Treasurer" are used they shall mean Lewis County Treasurer; that wherever the words "State Auditor" are used they shall mean Lewis County Auditor; that wherever the words "Motor Vehicle Fund" are used they shall mean Lewis County Road Fund.

SPECIAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS

1-01, DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of *** Kruger Road MP 1.20 by installing a stream bypass, removing the existing culvert, excavation, buried structure construction (21-ft span by 11-ft high by 43-ft long precast concrete box culvert with wingwalls and headwalls), streambed restoration, large woody debris construction, road restoration, guardrail, hydroseeding, planting mitigation *** and other related work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

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

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for "Contract".

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

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

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

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

1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(LCPW GSP)

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

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

Lewis County Public Works Department
2025 NE Kresky Ave.
Chehalis, Washington 98532
(360) 740-1123 Ext. 7

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

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

1-02.6 Preparation Of Proposal
(August 2, 2004)

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

1-02.9 Delivery of Proposal
(January 19, 2022 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

DBE Utilization Certification
The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation and/or GFE Documentation
The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the

Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

DBE Bid Item Breakdown and DBE Trucking Credit Form

The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned for correction for a period up to five calendar days (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.

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

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

1-02.12 Public Opening Of Proposal

(LCPW GSP)

Section 1-02.12 is supplemented with the following:

Date and Time of Bid Opening

The Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud at or after 12:15 p.m. on **May 25, 2023**, at the Lewis County Courthouse, Chehalis, Washington, for the Kruger Road MP 1.20 Culvert Replacement Project CMP-1904.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE
12:15 P.M. on Thursday, May 25, 2023

(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**.)

Delivery and Marking of Sealed Bid Proposals

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **12:15 p.m.** on the date specified for opening, and in an envelope clearly marked: ***"SEALED BID FOR THE KRUGER ROAD MP 1.20 CULVERT REPLACEMENT PROJECT CMP-1904, TO BE OPENED AT OR AFTER 12:15 P.M. ON MAY 25, 2023".***

1-02.13 Irregular Proposals

(December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
   k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

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

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

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

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

2. **Federal Debarment**

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

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

3. **Subcontractor Responsibility**

   A Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

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

4. **Claims Against Retainage and Bonds**

   A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless

there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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

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

5. **Public Bidding Crime**

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

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

A Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the

circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

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

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

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

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

1-02.15 Pre Award Information
(December 30, 2022 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within 15 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment

and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-05, CONTROL OF WORK

(March 13, 1995)

1-05.7 Removal Of Defective And unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

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

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

1-05.15 Method of Serving Notices
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

(September 20, 2010)

Environmental Commitments

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

(April 1, 2019)

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

(April 1, 2019)
No ***staging*** is allowed within ***50*** feet of ***a wetland or waterbody***. No ***refueling or storage of hazardous materials*** is allowed within ***150*** feet of any wetland or waterbody.

(August 3, 2009)
Payment

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

1-07.5(2) State Department of Fish And Wildlife
Section 1-07.5(2) is supplemented with the following:

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:

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

(April 2, 2018)
All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

1-075(5) U.S. Army Corps of Engineers
Section 1-07.5(5) is supplemented with the following:

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the contract, imposed upon the Contracting Agency by the U.S. Army Corps of Engineers. Throughout the work, the Contractor shall comply with the following requirements.

(February 25, 2013)
Temporary structures and dewatering areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.

(April 2, 2018)
All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

1-07.6 Permits and Licenses
Section 1-07.6 is supplemented with the following:

(January 2, 2018)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permits(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

(September 20, 2010)

Permit, Approval, Certification or Concurrence	Permitting Agency	Permit Number
Section 404 Nationwide Permit 27	US Army Corps of Engineers	NWS-2020-1147
Hydraulic Permit Approval	Washington Department of Fish and Wildlife	HPA 2020-5-111+01

(LCPWGSP)

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

1-07.9 Wages

General

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

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(October 3, 2022)

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

Timetable	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:
SMSA Counties:
Spokane, WA 2.8
WA Spokane.
Non-SMSA Counties 3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA
SMSA Counties:
Richland Kennewick, WA 5.4
WA Benton; WA Franklin.
Non-SMSA Counties 3.6
WA Walla Walla.

Yakima, WA:
SMSA Counties:
Yakima, WA 9.7
WA Yakima.
Non-SMSA Counties 7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:
SMSA Counties:
Seattle Everett, WA 7.2
WA King; WA Snohomish.
Tacoma, WA 6.2
WA Pierce.
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:
SMSA Counties:
Portland, OR-WA 4.5
WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

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

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

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

1. As used in these specifications:

   a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

   b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

   d. Minority includes:

(1) Black, a person having origins in any of the Black Racial Groups of Africa.

(2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.

(3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.

(4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment

opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

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

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

    Washington State Dept. of Transportation
    Office of Equal Opportunity
    PO Box 47314
    310 Maple Park Ave. SE
    Olympia WA
    98504-7314
    Ph: 360-705-7090
    Fax: 360-705-6801
    http://www.wsdot.wa.gov/equalopportunity/default.htm

1-07.17 Utilities And Similar Facilities

(April 2, 2007)

Section 1-07.17 is supplemented with the following:

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

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

Lewis County P.U.D. No. 1
321 NW Pacific
Chehalis, WA 98532
Telephone: (360) 748-9261

TDS Telecom
Jerald Hadaler
jerald.hadaler@tdstelecom.com
Telephone (877) 407-6235

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

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

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

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

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

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

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

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

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

Contractor's Weekly Activities

(******)

The Contractor shall submit a weekly schedule to the Engineer (prior to the beginning of each work week). The schedule shall indicate the Contractor's proposed activities for the forthcoming week

along with the hours of work. This will permit the Engineer to more effectively provide the contract engineering and inspection for the Contractor's operations.

The written weekly activity schedule shall be submitted to the Engineer or a designated assistant before the end of the last shift on the next to the last working day of the week preceding the indicated activities, or other mutually agreeable time. The written weekly look ahead shall be discussed at a weekly on-site meeting between the Contractor's representative (PM, Site Foreman, etc.) and the Contracting Agency's staff members (Asst. County Engineer, PM, inspector, Environmental—depending on upcoming planned work) at a mutually agreed upon recurring day/time.

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

Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a summary of project activities to the Engineer. The summary of activities shall include a report of the nature and progress of each of the major activities that were advanced on the project within the previous week. It shall be sufficiently detailed that a composite history of the project develops. The locations and approximate quantity guardrail and traffic control work shall be reported. Unusual activity, and conditions or events that may affect the course of the project shall also be reported.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

(March 13, 1995)
This project shall be physically completed within *** **50** *** working days.

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD=0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09, MEASUREMENT AND PAYMENT

1-09.9 Payments
(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made

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

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

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

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

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

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

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that

are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.9(1) Retainage

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read*:*

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

1-09.13 Claims Resolution

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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:

(October 3, 2022)
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
https://www.nwlett.edu

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
https://www.esc.org

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

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
https://www.integritysafety.com

US Safety Alliance
(904) 705-5660
https://www.ussafetyalliance.com

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
https://www.kndservices.net

1-10.2(2) Traffic Control Plans

(******)

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

A traffic control plan has been included in Appendix E for road detour. All signs and traffic control devices required for this project (as shown on the Traffic Control Plan) shall be the Contractor's responsibility to furnish, erect, maintain, and remove immediately after construction. The Contractor shall adopt the Traffic Control Plan in writing to the Engineer or furnish a new plan for review. The Contractor shall conduct his operations on the roadway in a manner that at minimum alternating one-way traffic is maintained at all times unless otherwise directed by the Engineer.

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

1-10.4 Measurement

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

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

(August 2, 2004)

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

DIVISION 2
EARTHWORK

2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

(******)

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

Existing fencing within the project construction area or staging area shall be removed as necessary to complete construction or provide construction access. All fencing removed shall be replaced in-kind (match existing fencing type, post type/spacing, corner bracing, etc.) with salvaged existing materials or new materials matching the existing fence construction as closely as possible.

2-03, ROADWAY EXCAVATION AND EMBANKMENT

(******)

2-03.3 Construction Requirements

2-03.3(7) Disposal of Surplus Material

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

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

The Contractor shall obtain all environmental permits required for the disposal of the unsuitable excavation material. The Contracting Agency must approve the waste site prior to it being utilized.

Approval cannot be given until the Contracting Agency receives copies of all environmental approvals.

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

2-03.3(14)M Excavation of Channels and Ditches

Section 2-03.3(14)M is supplemented with the following:

The Contractor shall protect existing vegetation and channel slopes outside the stream re-grade areas designated to remain. All excavation and construction activities shall be conducted within the cut limits of the project staked by the Engineer, access roads through areas not designated for clearing shall not be permitted.

Temporary Bypass Road

The Contractor shall construct the Temporary Bypass Road as shown in the plans. Native excavated material removed (existing topsoil) for this Temporary Bypass Road shall be stockpiled and replaced after construction is completed to form a streambank and terrace that reasonably represents the original ground contours (cuts and fills within 0.25-feet of surrounding contours). All other Contractor supplied materials needed to construct the Temporary Bypass Road shall remain the property of the Contractor after removal. The following is an approximate list of quantities required for the Temporary Bypass Road construction--description, measurement and payment shall be per Bid Items listed below and the listed quantities have been included in the respective Bid Item quantity totals in the Proposal:

175 C.Y Roadway Excavation Incl. Haul (Temp. Road / Native Material Stockpile)
1,156 C.Y. Common Borrow Incl. Haul (Fill for Bypass Road)
1,453 C.Y. Roadway Excavation Incl. Haul (Removal & Disposal All Temp. Material)
1,156 C.Y. (Common Borrow)
243 C.Y. Crushed Surfacing Base Course (450 Ton)
54 C.Y. Crushed Surfacing Top Course (100 Ton)

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(March 13, 1995)

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

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

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

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

(******)

"Roadway Excavation Incl. Haul" shall include the removal and disposal of asphalt material (existing road surface, thickness varies) as indicated in the Contract Plans. The existing asphalt road surfacing material shall be considered and included in Roadway Excavation Incl. Haul quantities and shall be measured and paid in accordance with the requirements of Sections 2-03.4 and 2-03.5. All costs involved with stockpiling, transporting, and regrading 175 C.Y. of native material within the temporary bypass road construction area shall be considered incidental to the various Bid Items of this Contract and no additional compensation shall be made for this work.

2-09, STRUCTURE EXCAVATION

2-09.1 Description

(******)

Section 2-09.1 is supplemented with the following:

Temporary Stream Diversion for Structure & Channel Excavation

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

The Contracting Agency has depicted a Temporary Stream Diversion Plan on Sheet 4 of 16 in the Contract Plans for the Contractor's approval. The approximately 245 L.F. of Corrugated Polyethylene Culvert Pipe 24 inch diameter shall be included in this Lump Sum Bid Item. The Contractor may submit a different plan as outlined below for approval by the Engineer at their discretion.

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

Minimum Stream Flows

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

*** 12.0 CFS ***

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

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

*** 21.0 CFS ***

Submittals

A minimum of 10-days prior to beginning any stream diversion, stream bypass and/or dewatering work, the Contractor shall submit the following in writing to the Engineer for approval:

1. Plans for the installation and commissioning of the dewatering system throughout the duration of the structure excavation.

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

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

2-09.3 Construction Requirements

(******)

Section 2-09.3 in supplemented with the following:

Preparation

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

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

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

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

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

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

Installation

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

It is anticipated that a pump bypass system will be utilized to by-pass stream around the excavation area. Pumps shall be continuously monitored during working and non-working hours.

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

Any fish stranded in the construction area or diversion reach shall be safely moved to the flowing stream.

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

Remove and dispose of the stream bypass system from project site three business days after the new stream channel has been fully completed and approved by the Engineer (to allow permitting agency review prior to removing stream bypass). Upon decommissioning, flows shall be reintroduced gradually (24-hour to 48-hour time frame) so as to minimize the mobilization of sediments.

2-09.3(1)C Removal of Unsuitable Base Material

(******)

Section 2-09.3(1)C is replaced with the following:

When the material at the bottom of planned excavation is not stable, as determined by the Engineer, the Contractor shall excavate up to two additional feet below planned grade and replace unsuitable material with Quarry Spalls meeting Section 9-13 requirements.

2-09.4 Measurement

(******)

Section 2-09.4 in supplemented with the following:

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

2-09.5 Payment

(******)

Section 2-09.5 in supplemented with the following:

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

“Temporary Stream Diversion”, lump sum.

The lump sum contract price for “Temporary Stream Diversion” shall be full payment to perform the work as specified, including dewatering, stream diversion/bypass, and any sandbagging, pumping, fish exclusion, sediment removal, filtration or other materials necessary to complete the work.

DIVISION 3
PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

3-01.4(1) Acquisition and Development

(******)

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

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

DIVISION 4
BASES

4-04, BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

4-04.3(5) Shaping and Compacting

(******)

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

Shoulder Finishing

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

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

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

4-04.4 Measurement

(******)

Section 4-04.4 is supplemented with the following:

"Shoulder Finishing" shall be measured per ton.

4-04.5 Payment

(******)
Section 4-04.5 is supplemented with the following:

The unit contract price per ton for "Shoulder Finishing" shall be full pay for furnishing crushed surfacing, hauling, grading existing material, placing additional material, watering, compacting and all other work as specified. Water for compaction of shoulder rock shall be considered incidental to this bid item.

DIVISION 5
SURACE TREATMENTS AND PAVEMENTS

5-04, HOT MIX ASPHALT

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

(Lewis County)

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

The term "Approach" shall include Road approaches, driveways, and extensions.

Superintendents, Labor, and Equipment of Contractor

The Contractor shall have a sufficient number of qualified personnel on the project to insure the following minimum crew size:

One paving superintendent
One paver operator
Two screed operators
Three roller operators
Two rakers

These workers shall be present and not assigned to dual activities that would stop them from fulfilling their assigned task while the paver is in operation. There will be one assigned supervisor who will be in charge of paving operations and who will be responsible for work performed.

Fiber Reinforced HMA:

This work shall consist of providing and placing Fiber Reinforced HMA in accordance with these Specifications and the lines, grades, thicknesses and typical cross-sections shown in the plans.

Definitions:

- Reinforcing Fibers: High tensile strength synthetic aramid fiber blend specially formulated to reinforce hot mix asphalt.
- Fiber Reinforced Asphalt Concrete (FRAC): A mixture of hot mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.

- Aramid Dispersion State Ratio (ADSR): A measure of the dispersion efficiency of the Reinforcing Fibers within asphalt mixes. ADSR is calculated by comparing the mass of aramid in the individual state to the total mass of extracted aramid fibers, expressed as a percentage.

(Lewis County)

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If thE documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

No recycled asphalt pavement (RAP) may be used in the production of HMA for wearing course.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

Reinforcing Fibers:

1. Provide a reinforcing fiber blend of virgin polyolefins and virgin aramids that meets the requirements in Table 1 and Table 2 below:

Table 1

Reinforcing Fiber Material Properties			
Property	**Standard**	**Polyolefin**	**Aramid**

Form	Manufacturer Certification	Serrated	Monofilament
Nominal Specific Gravity	ASTM D276	0.91	1.44
Tensile Strength (psi)	ASTM D7269	NA[1]	400,000
Length (in)	Manufacturer Certification	0.75	0.75

1 *1. Polyolefin fibers will melt or become plastically deformed during production*

2

Table 2

Reinforcing Fiber Performance Properties			
Performance Measure	**Test Method**	**Standard**	**Requirement**
Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Field Performance Cracking Resistance	Pavement Condition Index	ASTM D6433	≥ 10 PCI Points increase, Minimum 4 years
Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASTHO TP79	≥ 75% increase

2. If an aramid-based fiber blend is proposed that does not meet all of the material properties in Table 1 above, performance test results meeting Table 2 above and complying with Part 2 of Section 5-04.2(2) below a substitute fiber blend shall be submitted at least one week prior to bid date for approval by engineer.

3. Non-aramid fiber blends will not be considered as acceptable alternatives to this specification

5-04.2(1) How to Get a HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

(January 3, 2011)

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be *** 1.0 *** million.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

(Lewis County)

Commercial evaluation will be used for Commercial HMA and for other classes of HMA if approved by the Engineer, in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

Reinforcing Fibers:

1. Submit the following prior to Construction:

    a. Representative fiber product sample.
    b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
    c. Manufacturer's instructions and general recommendations.
    d. Performance test results of ADSR testing from a minimum of three separate laboratory trials to validate dispersion efficiency.
    e. Performance results of PCI testing from a minimum of three separate field trials to validate cracking resistance.
    f. Performance test results of FN testing from a minimum of three separate laboratory trials to validate rutting resistance.

g. A minimum of five unique project examples and references where the reinforcing fiber product was used within 250 miles of the project location

****NOTE: Testing is NOT required on samples from the job mix. Submit previously completed lab testing only.**

2. Performance testing requirements

All historical test results submitted to validate the fiber's performance in asphalt mixes shall be from previously completed laboratory and field trials using plant-mixed FRAC only. **Testing is NOT required on samples from the job mix.**

Performance testing must be from laboratory trials at a fiber dosage rate equal to the rate proposed for the project. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.

a. Aramid Dispersion State Ratio (ADSR) Tests from a minimum of three (3) separate laboratory trials.
   1. Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method". A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at NCE@asu.edu.
   2. To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
   3. All tested fiber mixes must achieve a minimum ADSR of 85%.

b. Pavement Condition Index (PCI) side by side comparison from a minimum of three (3) field trails with a minimum in-service pavement age of four years.
   1. PCI surveys shall be performed according to ASTM D6433.
   2. Tests results shall include a control and a fiber reinforced pavement section. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
   3. In field performance sections shall be subject to the same environmental and traffic conditions. A minimum surface area of 500 yd^2 per FRAC and control section is required.
   4. PCI results from fiber sections shall show a minimum 10 PCI points greater than the control section after a minimum of 4 years.

c. Flow Number (FN) Tests from a minimum of three (3) separate laboratory trials.
   1. Perform FN tests using the protocol from AASHTO TP79.
   2. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
   3. Results from fiber specimens shall show an average FN increase of at least 75% over control specimens.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating

shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

(Lewis County)

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater. If the Proposal does not include an item for crack sealing or sealed joints it shall be incidental to and included in the unit contract price per ton for the HMA

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the

sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

All planning bituminous pavement shall be complete before performing pavement repair. The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

(Lewis County)

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Reinforcing Fibers

1. Delivery & Storage: Deliver fiber-reinforcement to plant in sealed, undamaged containers with labels intact and legible, indicating material name and lot number. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

2. Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound per one (1) ton of asphalt.

3. Add alternative aramid fiber blends at a rate proposed by the manufacturer that achieves the ADSR, PCI, and FN results required in Section 5-04.2.

4. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.

5. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

6. Drum Plant:
   a. Inject fibers through the RAP collar by feeding them with a blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
   b. When using a blower tube system, add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within ±10% of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

      Include the following with the blower tube system:

      - Low level indicators
      - No-flow indicators
      - A printout of feed rate status in pounds/minute
      - A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
      - Manufacturer's representative's approval of fiber addition system

(Lewis County)

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"		0.35 feet
HMA Class ¾" and HMA Class ½"		
	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜"		0.20 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

Reinforcing Fibers

1. Follow manufacturer's representative's recommendations for placement of FRAC.

2. Collect a small sample (10-20kg) of mix from the discharge chute during first 50 tons of production. If there are one or more undistributed fiber clips or bundles, adjust mixing operations per manufacturer's recommendations to eliminate fiber bundles.
3. Visually observe FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
4. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

   For Aggregates in the mixture:

   a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-5%	+/- 8%
No. 8 Sieve	+/- 4%	+/-8%
No. 200 sieve	+/- 1.0%	+/- 3.0%

   b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will be at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been

received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for ASSHTO T 355, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures WSDOT FOP for ASSHTO T 355 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise

approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall

not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738. The compaction test locations will be determined by the Engineer in accordance with WSDOT Test Method T 716.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot. The Contracting Agency will determine the random sample location using WSDOT Test Method T 716.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with

Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The

material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge

joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified ion the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in Section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planing plan must be approved by the Engineer and a pre planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

For mainline planing operations, use equipment with automatic controls and with sensors for either or both sides of equipment. The controls shall be capable of sensing the grade from an outside reference line, or a mat-referencing device. The automatic controls shall have a transverse slope controller capable of maintaining the mandrel at the desired transverse slope (expressed as a percentage) within plus or minus 0.1 percent.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

The Contractor where necessary shall plane or grind, and provide any hand work necessary to work around utility appurtenances, castings, lids, curbs, gutters, sidewalks, manholes, and catch basins to provide smooth transition of pavement to the finished thickness and grade as staked in the field or approved by the Engineer.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
   a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:

a. The actual times of starting and ending daily operations.
b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

(Lewis County)

5-04.4 Measurement

"HMA CL. 3/8 In. PG 58H-22 Fiber Reinforced" per Ton.

(Lewis County)

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. 3/8In. PG 58H-22 Fiber Reinforced" per Ton.

The unit contract price per ton for "HMA CL. 3/8 In. PG 58H-22 Fiber Reinforced" shall be full compensation for all costs, including paving reinforcing fiber, anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

(Lewis County)

5-04.5(1) Quality Assurance Price Adjustment

In the event that test results indicate the HMA does not meet specifications, a change order will be issued for the price adjustments for Quality of HMA Mixture and Quality of HMA Compaction based upon these specifications.

(Lewis County)

5-04.5(1)B Price Adjustments for Quality of HMA Compaction

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

The CPF shall be as follows:

Compaction	CPF
91.0% to 91.9%	95%
90.0% to 90.9%	90%
89.0% to 89.9%	80%
88.0% to 88.9%	75%
At or below 87.9%	Mix is removed

DIVISION 6
STRUCTURES

6-20 BURIED STRUCTURES

(*****)

The proposed 21-Ft Span by 11-Ft Tall by 43-ft Long Precast Concrete Split Box Culvert (with headwalls and four wing walls) referenced and depicted throughout the Contract Plans shall be considered “Contractor Designed Buried Structure No. 1” for this Contract.

Adjacent precast units shall be mechanically connected at 6-ft o.c. (weld-ties or other approved connection). Weld-tie anchors shall be painted with one coat of field primer prior to covering. Keyways shall be filled with non-shrink grout conforming to manufacturer’s requirements. The Contractor shall erect and backfill precast reinforced concrete split box culverts in accordance with the erection sequence specified in the shop drawings as approved by the Engineer, and construction equipment shall not be placed on the structure until grout has attained the manufacturer’s compressive strength requirement. The precast structure shall include apparatuses to accommodate field connection of Guardrail Type 31 (per WSDOT Standard Plan C-20.41) and pedestrian fencing along the wingwalls/headwalls (black Coated Chain Link Fence Type 4 meeting all requirements of WSDOT Standard Plan L-20.10 above the ground line).

6-20.3 Construction Requirements

6-20.3(1) Design

Section 6-20.3(1) is supplemented with the following:

This structure shall be considered a Contractor Supplied Design.

6-20.3(1)D Geotechnical Considerations

Section 6-20.3(1)D is replaced with the following:

The Geotechnical Report for this project (PBS, dated 16-Dec-19) is available on Lewis County’s website (https://cfb.lewiscountywa.gov/projects/), no additional geotechnical information will be required by the Contractor for this Contract.

6-20.3(1)E Hydraulic Considerations shall be deleted from this Contract.

6-20.3(1)G Traffic Barrier
Section 6-20.3(1)G is supplemented with the following:
Guardrail shall be attached to the structure per WSDOT Standard Plan C-20.41. Connection to the structure shall require a minimum Test Level Three (TL-3) design for guardrail anchor points drilled and epoxied into the top of the culvert. Additionally, the precast concrete culvert headwalls and wingwalls shall include provisions for fence post base inserts, hollows to grout posts in the field, or other approved attachment methods to install Coated Chain Link Fence Type 4 as depicted in the Contract Plans.

6-20.3(1)H Concrete Structures paragraph 8 shall be replaced with the following:
A method of shear transfer shall be provided between the top slabs of adjacent precast units to equalize deflections by incorporating structural connection between adjacent precast units capable of transferring the imposed shear and equalizing deflections. The structural connection shall include cast-in-place reinforced concrete closures or grouted shear keys with steel weld ties at 6-ft on center. A similar connection shall be incorporated at the end culvert to wingwall connections and all wingwall to wingwall connections (for multi-section wingwalls).

6-20.3(2) Submittals

6-20.3(2)B Load Rating Report shall be deleted from this Contract.

6-20.3(2)D Dewatering System shall be deleted from this section (see Special Provision 2-03 *Temporary Stream Diversion* for project dewatering requirements, measurement and payment).

6-20..4 Measurement
Section 6-20.4 is supplemented with the following:

"Contractor Designed Buried Structure No. 1" shall not be measured.

6-20.5 Payment
Section 6-20.5 is supplemented with the following:

"Contractor Designed Buried Structure No. 1", lump sum.
The lump sum contract price for "Contractor Designed Buried Structure No. 1" shall be full pay for performing the work as specified, including supplying and delivering the 21-Ft Span by 11-Ft Tall by 43-ft Long Precast Concrete Split Box Culvert (with headwalls and four wing walls) structure, erecting the structure, and all other work and miscellaneous work and materials required to complete the structure including; furnishing and installing non-shrink grout, furnishing and constructing weld ties (primer all metal surfaces), furnishing and installing waterproofing precast unit joints, finishing all exposed precast surfaces with a Class 2 finish, furnishing and installing all coated chain link fencing material. The Contractor shall be fully responsible for all shipping coordination along with any and all additional costs as a result of shipping coordination/delays from the manufacturer to the project site.

DIVISION 8

8-02 ROADSIDE RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(******)

The work described in this section, regardless of the nature or type of the materials encountered, includes supplying plant material, planting, installing plant protectors, installing Top Soil Type C along the streambanks, installing bark mulch areas/rings (at tree and shrub locations) and installing identification stakes as shown in the Contract Plans, marked in the field, and as directed by the Engineer. This work shall be accomplished in accordance with all environmental permits regulating the work.

8-02.3 Construction Requirements

8-02.3(9)C Seeding with Fertilizers and Mulches

Section 8-02.3(9)C is supplemented with the following:

Seed Mix – Restoration: 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 restoration/permanent seeding within the project limits.

Kind and Variety of Seed in Mixture by *Botanical Name* and Common Name	Pounds Pure Live Seed (PLS) anticipated for the Project Site
Elymus glaucus Blue Wildrye	31.8
Hordeum brachyantherum Meadow Barley	27.4
Lolium multiflorum Sterile Annual Ryegrass	8.1
Festuca idahoensis Idaho Fescue	5.2
Festuca ovina Sheep Fescue	0.75
Deschampsia elongata Slender Hairgrass	0.45
Koeler cristata Prairie Junegrass	0.3

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

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

8-02.3(6) Mulch and Amendments

(******)

Section 8-02.3(6) is supplemented with the following:

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

Tackifiers with mulch tracer shall be applied per the manufacturer's recommendation. PAM shall be added to seed mixes at the time of hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of the Standard Specifications.

No fertilizer shall be used at this project site.

8-02.3(8)B Plant Installation

(******)

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

PLANTING MITIGATION CONSTRUCTION

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

Planting Zones

Planting zones shall be as depicted in the Contract Plans Sheet ID: C-401 and C-402.

8-02.3(13) Plant Establishment

(******)

Section 8-02.3(13) is replaced with the following:

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

All shrubs and trees in the Planting Mitigation area shall be marked with an independent monitoring stake. Bark Mulch meeting WSDOT Standard Specifications Section 8-02.3(11)C shall be applied at a depth of 3-inch over the entire area designated Shrub Riparian Mix (SRM) and 3-foot diameter bark mulch rings around trees at areas designated Tree Riparian Mix (TRM). Bark mulch shall be pulled back 2-inches from the plant/tree base. Wood monitoring stakes shall be 2-inch square wood stakes three to four feet above grade (buried 18-inches). The top 6- inches of the

monitoring stakes shall be painted and color coded to species, to aid in identification of dead and/or missing species.

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

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(******)

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

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

"Planting Mitigation Construction" per lump sum.

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

All "Bark Mulch", "Seeding and Mulching" and "Top Soil Type C" required for this project shall be incidental to and included as part of the "Planting Mitigation Construction" lump sum bid item. This shall include furnishing and installing the specified seed mix, long-term mulch, and PAM, chemical weed and grass control/removal immediately prior to seeding to produce the specified surface conditions, scarification of compacted areas, minor filling of ruts, and all material and equipment necessary and incidental to the approved application of the specified seed.

8-11, GUARDRAIL

8-11.3(1) Beam Guardrail

(******)

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

All Guardrail Posts shall be steel. Posts over the precast box culvert shall be attached per Standard Plan C-20.41-02 Box Culvert Guardrail Steel Post ~ Type 31.

8-15 RIPRAP

8-15.1 Description

(******)

Section 8-15.1 is supplemented with the following:

This work consists of furnishing, mixing, and placing aggregates for Streambed Material and constructing anchored Large Woody Debris Features as shown in the Contract Plans. The streambed aggregates shall be of the type specified and in conformity with the lines and grades and dimensions shown in the Contract Plans or established by the Engineer. Large Woody Debris Features shall be of the size and type as specified in the Contract Plans and these Special Provisions.

Streambed Boulders shall be placed during streambed construction to create meander barbs within the within the stream reconstruction area of the culvert barrel, as depicted in the Contract Plans and as directed by the Engineer. Streambed Boulders shall also be used and placed as ballast for Large Woody Debris Features. All Contract Plan references to Two-Man Boulders or Streambed Boulder Two-Man shall be considered "Streambed Boulder, Type Two" as described in the WSDOT Standard Specifications and the Special Provisions listed below.

Quarry Spalls for Unsuitable Base Material shall meet all description and material requirements for Quarry Spalls in this section. The Bid Item "Quarry Spalls for Unsuitable Base Material' is provided to establish a Unit Bid price if existing material below the planned excavation limits is discovered to be unsuitable after excavation. Quantities listed in the Proposal will only be implemented if the Engineer directs unsuitable material removed below the planned Structure excavation limits. The provisions of Section 1.04.6 *Variations in Estimated Quantities* shall not apply to Quarry Spalls for Unsuitable Base Material.

8-15.2 Materials

(******)

Section 8-15.2 is supplemented with the following:

Streambed Sediment	9-03.11(1)
12" Streambed Cobbles	9-03.11(2)
Streambed Boulder, Type Two	9-03.11(3)

Streambed Sand

Material shall be clean, naturally occurring water rounded material. Manufactured aggregate is not allowed. Streambed Sand shall be a 3/8" maximum gradation, meeting the following requirements for grading as shown in the table below.

Sieve Size	Percent Passing
1/2"	99-100
3/8"	90-100
No. 4	90-100
No. 8	32-67
No. 200	2-10

Large Woody Debris

Large woody debris shall consist of varying length log stems with root wads attached and vertical log sections with root wads as shown in the Contract Plans. Trunk length and diameter shall be as shown in the Contract Plans. Large woody material shall be imported green (not stockpiled) Douglas fir or Western Red Cedar species that are sound and free from rot or decay. The log diameter shall be measured at breast height, 4.5 feet from the rootwad, and not include local widening at the root wad.

Earth Anchoring Materials

Earth Anchors (MR2, Duckbill, or approved equivalent)	7,000-lb Minimum Capacity
Galvanized Chain (Safe / Working Load Limit)	7,000-lb Minimum Working Load

Galvanized Threaded Chain Link – Must meet intended application/capacity for connection.

8-15.3 Construction Requirements

(******)

Section 8-15.3 is supplemented with the following:

Streambed Mix

The Contractor shall create "Streambed Mix" by combining 2 parts Streambed Sediment and 3 part s 12-inch Cobbles on-site or prior to hauling. Place Streambed Mix in the new stream channel and culvert as profiled and detailed in the Contract Plans. Streambed Mix shall be placed in 1-foot (maximum) lifts. Approximately 0.25-feet of Streambed Sand shall be placed on top of each 1-foot lift of Streambed Mix to provide stability to the cobble mix and fill all voids. Streambed Sand shall be thoroughly watered to create a uniform, non-porous Streambed Mix at each 1-foot layer. Applications of water and infilling Streambed Sand shall be repeated until all visible voids are filled and the surface is sealed at each 1-foot layer of Streambed Mix. Each layer shall be visually accepted by the Engineer prior to beginning construction of the successive lift.

Streambed Boulder, Type Two (Barbs in Culvert Streambed Area)

The Contractor shall install Streambed Boulder, Type Two in order to create three alternating barbs within the new culvert area of the new stream channel as depicted, profiled and detailed in the Contract Plans. Streambed Boulder, Type Two shall be placed as the 1-foot lifts are constructed with Streambed Mix and Streambed Sand thoroughly embedding and sealing boulders to ensure a uniform, non-porous lift is achieved at each 1-foot layer. Applications of water and infilling Streambed Sand shall be repeated until all visible voids are filled and the surface is sealed at each 1-foot layer of Meander Bar Mix. Each layer shall be visually accepted by the Engineer prior to beginning construction of the successive lift.

Streambed Boulder, Type Two (Ballast for Large Woody Debris Feature)

The Contractor shall install Streambed Boulder, Type Two around log stems of the Large Woody Debris Features to create additional ballast, scour protection and stability. Streambed Boulder, Type Two shall be placed as ballast over/against wood stem sections within OHW, as depicted in the Contract Plans and as directed by the Engineer.

Streambed Material Preconstruction Conference

A streambed material preconstruction conference shall be held at least 5 working days prior to the Contractor beginning streambed construction to discuss the goals and methods of streambed construction, which shall include construction procedures, personnel, and equipment used.

Those attending shall include:

1. Contractor: The superintendent, on site supervisor, foreman, the Environmental Compliance Lead and any other personnel that will have on-site responsibility for Streambed Material and Streambed Boulder placement.
2. Owner: The Assistant County Engineer, Design Engineer, Environmental Planner, Hydraulics Engineer, and key inspection personnel.

Notice of the meeting date shall be given to the Engineer 14 calendar days prior to this meeting taking place.

Large Woody Debris Feature

This work consists of constructing large woody debris features along the toe or bank of the stream channel slope as depicted and detailed on Sheets C-201 and C-203 of the Contract Plans. Each "Large Woody Debris Feature" shall consist of four to six log stems with root wad attached arranged and interlaced to create a stable debris assembly. Care shall be taken when handling log materials to minimize damage such as abrasion, splitting, crushing and shearing to the tree trunk and root wads. LWM damaged by handling shall be replaced at the Contractor's expense. Each Large Woody Debris Feature requires two Earth Anchors (not depicted in the Contract Plans at each Key Log (Log #1) to Stacked Log (Log #2) connection. Placing wood material and driving Earth Anchors shall be performed in a sequence that allows attachment from the Earth Anchor to be connected underneath the log with the Earth Anchor driven approximately 30-degrees upstream and into the streambank. All Earth Anchors shall be proof tested to the required 7000-lb minimum capacity requirement. Large Woody Debris Features shall require excavation of native material and embankment compaction around the vertical logs and along stems of large woody debris to interlace pieces. Earth Anchors shall be attached to the overlapping log stem section in a 1.5-inch deep notched groove for the galvanized chain. Chain shall be wrapped one full turn and be attached tight to the Earth Anchor eye. Secure chain to the grooved log with four 4-inch staples per wrap.

8-15.4 Measurement

(******)

Section 8-15.4 is supplemented with the following:

"Streambed Mix" shall be measured per Ton.
Streambed Mix per ton shall include Streambed Sediment, 12-Inch Cobbles, and Streambed Sand as described above. The unit contract price per ton for Streambed Mix shall be full pay for furnishing all labor, mixing, haul, tools, materials, water and equipment required to place material as shown in the Contract Plans or as directed by the Engineer.

"Large Woody Debris Feature" shall be measured per Each.
Each "Large Woody Debris Feature" shall consist of four to six varying diameter log stems with attached root wads anchored with two Earth Anchors per feature.

"Streambed Boulder, Type Two" shall be measured per Each.

"Quarry Spalls for Unsuitable Base Material" shall be measured per Ton.

8-15.5 Payment

(******)

Section 8-15.5 is supplemented with the following:

"Streambed Mix" per Ton.
The unit contract price per ton for Streambed Mix (Streambed Sediment, 12" Streambed Cobbles, and Streambed Sand) specified shall be full pay for furnishing all labor, tools, equipment, water and materials required to construct the stream channel as depicted in the Contract Plans or as directed by the Engineer.

"Streambed Boulder, Type Two" per Each.

"Large Woody Debris Feature", per Each.
Payment for "Large Woody Material Feature" per each, shall be full pay for the Work described in this Section and depicted in the Contract Plans including minor excavation,

backfilling, compacting native material, supplying and installing logs with attached root wads (varying lengths and diameter), supplying and installing/testing Earth Anchors, supplying and installing galvanized chain/connectors, staples, and all other work required to complete Large Woody Debris Feature construction.

"Quarry Spalls for Unsuitable Base Material" per Ton shall include all material supply, hauling, installation, compaction and all labor and equipment necessary to construct Quarry Spalls within the unsuitable excavation areas below the new precast concrete culvert and/or wingwalls.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION GRIBBING

8-24.1 Description

(******)

Section 8-24.1 is supplemented with the following:

This work consists of furnishing, installing, maintaining, removing and disposing of a gravity block wall for the temporary detour road required for this project. Wall construction shall begin after Roadway Excavation is complete (for the temporary traffic bypass), therefore, no additional structure excavation (Class B) is required for wall construction. All Contract Plan references and requirements for an Ecology Block Wall shall be considered "Gravity Block Wall" per Section 8-24 (including all provisions for description, measurement and payment).

DIVISION 9
MATERIALS

9-16.3(2) Posts and Blocks

Section 9-16.3(2) is supplemented with the following:

(******)

All guardrail posts shall be galvanized steel.

POWER EQUIPMENT

(******)

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

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

E-VERIFY

(******)

"Effective June 21st, 2010, all contracts with a value of ≥ $100,000 shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have sixty days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have an additional sixty days to provide a written record on the authorized

employment status of their employees and those of any sub-contractor(s) currently assigned to the contract. Employees hired during the execution of the contract and after submission of the initial verification will be verified to the county within 30 days of hire, as reported from the E-Verify program. The contractor will continue to update the County on all corrective actions required and changes made during the performance of the contract."

BOND

(******)

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

LEWIS COUNTY ESTIMATES AND PAYMENT POLICY

(******)

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

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

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

APPENDICES

(July 12, 1999)

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

****** APPENDIX A:
Washington State Prevailing Wage Rates
Wage Rate Supplement
Wage Rate Benefit Code Key

APPENDIX B:
Bid Proposal Documents

APPENDIX C:
Contract Documents

APPENDIX D:
Environmental Permit Documents

APPENDIX E:
Contract Plans and Traffic Control Plan

******

1

(January 9, 2023)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2022, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30
RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The “1/4”” callout is revised to read “+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)”

B-90.40
Valve Detail – DELETED

C-8
DELETED

C-8A
DELETED

C-20.42
Plan View (Case 22A-31), callout, was; “BEAM GUARDRAIL ANCHOR TYPE 10 PAY LIMIT” is revised to read; “BEAM GUARDRAIL ANCHOR TYPE 11 PAY LIMIT”

C-23.60
DELETED

C-23.70
Sheet 1, Detail A, callout, was – “EIGHT 5/8” x 1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5)”is revised to read: “EIGHT 5/8” x 1-1/2" (IN) BOLTS W/ HEX NUTS AND WASHERS (SEE NOTE 5)”.
Sheet 2, ANCHOR RAIL ELEMENT DETAIL and associated Enlarged Detail, 3/4" Diameter hole pattern (8 holes), callout, “3/4" DIAMETER HOLE (TYP.)” is revised to read: “29/32” x 1 1/8” (IN) SLOT (TYP.)”

D-2.04
DELETED

D-2.06
DELETED

D-2.08
DELETED

D-2.32

DELETED

D-2.34
DELETED

D-2.60
DELETED

D-2.62
DELETED

D-2.64
DELETED

D-2.66
DELETED

D-2.68
DELETED

D-2.80
DELETED

D-2.88
DELETED

D-3.15
DELETED

D-3.16
DELETED

D-3.17
DELETED

D-3.10
Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; ”FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; ”FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11
Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

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.

F-10.18
Note 2, “Region Traffic engineer approval is needed to install a truck apron lower than 3”.” - DELETED

J-10.10
Sheet 4 of 6, “Foundation Size Reference Table”, PAD WIDTH column, Type 33xD=6’ – 3” is revised to read: 7’ – 3”. Type 342LX / NEMA P44=5’ – 10” is revised to read: 6’ – 10”
Sheet 5 of 6, Plan View, “FOR EXAMPLE PAD SHOWN HERE:, “first bullet” item, “-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6” (IN)” IS REVISED TO READ: “SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6” (IN) (CHANNEL STEEL ADDS ABOUT 5” (IN)”

J-10.16
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.10
Elevation View, horizontal dimension to edge of sidewalk 10” (IN) OR LESS DESIRABLE ~ 18” (IN) MAXIMUM is revised to read: “10” (IN) MAXIMUM”

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ □” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ □” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 □” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 □" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 □" DIAM., is revised to read; CHASE NIPPLE ~ 1 □" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 □" DIAM. is revised to read; CHASE NIPPLE ~ 1 □" (IN) DIAM.

J-40.10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 □" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 □" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20
Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-75.41
DELETED

J-75.55
Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

K-80.20
DELETED

L-5.10
Sheet 2, Typical Elevation, callout - "2' – 0" MIN. LAP SPLICE BETWEEN (mark) A #3 BAR AND WALL REINFORCEMENT ~ TYPICAL" is revised to read: "2' – 0" MIN. LAP SPLICE BETWEEN (MARK) A #4 BAR AND WALL REINFORCEMENT ~ TYPICAL"
Section C, callout; "(mark) A #3" is revised to read: "(mark) A #4", callout - "(mark) B #3" is revised to read: "(mark) B #4", callout - "(mark) C #3 TIE" is revised to read: "(mark) C #4 TIE"
Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg." is revised to read: "123 deg.", callout – "51 deg." is revised to read: "57 deg."

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-10.20-00.....10/5/07
A-10.30-00.....10/5/07
A-20.10-00.....8/31/07
A-30.10-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.00-01.....7/6/22
A-40.10-04.....7/31/19
A-40.15-00.....8/11/09
A-40.20-04.....1/18/17
A-40.50-02.....12/23/14
A-50.10-01……...8/17/21
A-50.40-01……...8/17/21
A-60.10-03.....12/23/14
A-60.20-03.....12/23/14
A-60.30-01.....6/28/18
A-60.40-00.....8/31/07

B-5.20-03.....9/9/20
B-5.40-02.....1/26/17
B-5.60-02.....1/26/17
B-10.20-02.....3/2/18
B-10.40-02.....8/17/21
B-10.70-02……8/17/21
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-02.....2/27/18
B-30.05-00……..9/9/20
B-30.10-03.....2/27/18
B-30.15-00……..2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18
B-30.50-03.....2/27/18
B-30.60-00……..9/9/20
B-30.70-04.....2/27/18
B-30.80-01.....2/27/18
B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-03.....8/17/21
B-60.20-02.....9/9/20
B-60.40-01.....2/27/18
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-01.....3/15/22
B-70.60-01.....1/26/17
B-75.20-03.....8/17/21
B-75.50-02.....3/15/22
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00…....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-02.....8/17/21
B-95.40-01.....6/28/18

C-1.....9/8/22
C-1b.....9/8/22
C-1d.....10/31/03
C-22.40-09.....9/8/22
C-22.45-06.....9/8/22
C-23.70-00……..8/22/22
C-60.70-01……9/8/22
C-60.80-01……..9/8/22
C-70.15-00……..8/17/21

C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....9/8/22
C-7.....9/8/22
C-7a.....9/8/22
C-20.10-08.....9/8/22
C-20.14-05.....9/8/22
C-20.15-02.....6/11/14
C-20.18-04.....9/8/22
C-20.40-09.....9/8/22
C-20.41-04.....8/22/22
C-20.42-05.....7/14/15
C-20.43-00……8/22/22
C-20.45.03.....9/8/22
C-22.16-07.....9/16/20
C.24.10-03.....7/24/22
C-24.15-00…….3/15/22
C-25.20-07.....8/20/21
C-25.22-06.....8/20/21
C-25.26-05.....8/20/21
C-25.30-01…….8/20/21
C-25.80-05.....8/12/19
C-60.10-02…….9/8/22
C-60.15-00……..8/17/21
C-60.20-01……9/8/22
C-60.30-01……8/17/21
C-60.40-00……..8/17/21
C-60.45-00……..8/17/21
C-60.50-00……..8/17/21
C-60.60-00……..8/17/21
C-70.10-03.....8/20/21
C-75.10-02.....9/16/20
C-75.20-03.....8/20/21
C-75.30-03.....8/20/21
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-02.....8/20/21
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-02.....8/27/21
C-85-18-03.....9/8/22

D-2.36-03.....6/11/14
D-2.46-02……8/13/21
D-2.84-00.....11/10/05
D-2.92-01.....4/26/22
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-03.....3/28/22
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-03.....8/13/21
F-80.10-04.....7/15/16

G-10.10-00.....9/20/07
G-20.10-03.....8/20/21
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-24.60-05.....6/28/18
G-25.10-05.....9/16/20
G-26.10-00……7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03……7/11/17
G-90.20-05……7/11/17
G-90.30-04……7/11/17
G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07
H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08
H-70.10-02.....8/17/21
H-70.20-02.....8/17/21

I-10.10-01.....8/11/09
I-30.10-02.....3/22/13
I-30.15-02.....3/22/13
I-30.16-01.....7/11/19
I-30.17-01.....6/12/19
I-30.20-00.....9/20/07
I-30.30-02.....6/12/19
I-30.40-02.....6/12/19
I-30.60-02.....6/12/19
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.20-02.....7/6/22
I-60.10-01.....6/10/13
I-60.20-01.....6/10/13
I-80.10-02.....7/15/16

J-05.50-00…….8/30/22
J-10.....7/18/97
J-10.10-04……9/16/20
J-10.12-00……9/16/20
J-10.14-00……9/16/20
J-10.15-01.....6/11/14
J-10.16-02……8/18/21
J-10.17-02……8/18/21
J-10.18-02……8/18/21
J-10.20-04……8/18/21
J-10.21-02……8/18/21
J-10.22-02.....8/18/21
J-10.25-00……7/11/17
J-10.26-00…….8/30/22
J-12.15-00……6/28/18
J-12.16-00……6/28/18
J-15.10-01.....6/11/14
J-15.15-02……7/10/15
J-20.01-00…….8/30/22
J-20.10-04.....7/31/19
J-20.11-03.....7/31/19
J-20.15-03.....6/30/14
J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03…..7/21/16
J-26.15-01…..5/17/12
J-26.20-01…..6/28/18
J-27.10-01…..7/21/16
J-27.15-00…..3/15/12
J-28.01-00……8/30/22
J-28.10-02.....8/7/19
J-28.22-00.....8/07/07
J-28.24-02.....9/16/20
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-28.43-01.....6/28/18
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-03.....8/27/21
J-28.70-04.....8/30/22
J-29.10-02.....8/26/22
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-01…...8/26/22
J-40.01-00……..8/30/22
J-40.05-00……7/21/16
J-40.10-04…...4/28/16
J-40.20-03…...4/28/16
J-40.30-04……4/28/16
J-40.35-01……5/29/13
J-40.36-02……7/21/17
J-40.37-02……7/21/17
J-40.38-01.....5/20/13
J-40.39-00……5/20/13
J-40.40-02……7/31/19
J-45.36-00……7/21/17
J-50.05-00……7/21/17
J-50.10-01…….7/31/19
J-50.11-02…….7/31/19
J-50.12-02…….8/7/19
J-50.13-01…….8/30/22
J-50.15-01…….7/21/17
J-50.16-01…….3/22/13
J-50.18-00…….8/7/19
J-50.19-00…….8/7/19
J-50.20-00…….6/3/11
J-50.25-00…….6/3/11
J-50.30-00…….6/3/11
J-60.05-01…….7/21/16
J-60.11-00…....5/20/13
J-60.12-00…....5/20/13
J-60.13-00…....6/16/10
J-60.14-01……7/31/19
J-75.10-02……7/10/15
J-75.20-01……7/10/15
J-75.30-02…….7/10/15
J-75.50-00……8/30/22
J-75.55-00……8/30/22
J-80.05-00……8/30/22
J-80.10-01……8/18/21
J-80.12-00……8/18/21
J-80.15-00……6/28/18
J-81.10-02……8/18/21
J-81.12-00……9/3/21
J-84.05-00……8/30/22
J-86.10-00……6/28/18
J-90.10-03…….6/28/18
J-90.20-03…….6/28/18
J-90.21-02……6/28/18
J-90.50-00……6/28/18

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.32-00……8/17/21
K-80.34-00……8/17/21
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-5.10-00……..9/19/22
L-20.10-03.....7/14/15
L-40.20-02.....6/21/12

L-5.15-00……..9/19/22
L-10.10-02.....6/21/12

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……..7/10/15
M-3.10-04.....9/25/20
M-3.20-04.....8/2/22
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00……..2/10/09

L-30.10-02.....6/11/14
L-40.15-01.....6/16/11

M-11.10-04.....8/2/22
M-12.10-03……8/2/22
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-04.....8/2/22
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00……7/11/17
M-24.66-00……7/11/17
M-40.10-03.....6/24/14

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

M-40.20-00.....10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-03.....8/17/21
M-65.10-03.....8/17/21
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 5/1/2023

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Lewis	Asbestos Abatement Workers	Journey Level	$56.80	5D	1H		View
Lewis	Boilermakers	Journey Level	$74.29	5N	1C		View
Lewis	Brick Mason	Journey Level	$66.32	7E	1N		View
Lewis	Brick Mason	Pointer-Caulker-Cleaner	$66.32	7E	1N		View
Lewis	Building Service Employees	Janitor	$15.74		1		View
Lewis	Building Service Employees	Shampooer	$15.74		1		View
Lewis	Building Service Employees	Waxer	$15.74		1		View
Lewis	Building Service Employees	Window Cleaner	$15.74		1		View
Lewis	Cabinet Makers (In Shop)	Journey Level	$23.17		1		View
Lewis	Carpenters	Acoustical Worker	$71.53	15J	4C		View
Lewis	Carpenters	Bridge, Dock And Wharf Carpenters	$71.53	15J	4C		View
Lewis	Carpenters	Floor Layer & Floor Finisher	$71.53	15J	4C		View
Lewis	Carpenters	Journey Level	$71.53	15J	4C		View
Lewis	Carpenters	Scaffold Erector	$71.53	15J	4C		View
Lewis	Cement Masons	Application of all Composition Mastic	$70.09	15J	4U		View
Lewis	Cement Masons	Application of all Epoxy Material	$69.59	15J	4U		View
Lewis	Cement Masons	Application of all Plastic Material	$70.09	15J	4U		View
Lewis	Cement Masons	Application of Sealing Compound	$69.59	15J	4U		View
Lewis	Cement Masons	Application of Underlayment	$70.09	15J	4U		View
Lewis	Cement Masons	Building General	$69.59	15J	4U		View
Lewis	Cement Masons	Composition or Kalman Floors	$70.09	15J	4U		View

Lewis	Cement Masons	Concrete Paving	$69.59	15J	4U		View
Lewis	Cement Masons	Curb & Gutter Machine	$70.09	15J	4U		View
Lewis	Cement Masons	Curb & Gutter, Sidewalks	$69.59	15J	4U		View
Lewis	Cement Masons	Curing Concrete	$69.59	15J	4U		View
Lewis	Cement Masons	Finish Colored Concrete	$70.09	15J	4U		View
Lewis	Cement Masons	Floor Grinding	$70.09	15J	4U		View
Lewis	Cement Masons	Floor Grinding/Polisher	$69.59	15J	4U		View
Lewis	Cement Masons	Green Concrete Saw, self-powered	$70.09	15J	4U		View
Lewis	Cement Masons	Grouting of all Plates	$69.59	15J	4U		View
Lewis	Cement Masons	Grouting of all Tilt-up Panels	$69.59	15J	4U		View
Lewis	Cement Masons	Gunite Nozzleman	$70.09	15J	4U		View
Lewis	Cement Masons	Hand Powered Grinder	$70.09	15J	4U		View
Lewis	Cement Masons	Journey Level	$69.59	15J	4U		View
Lewis	Cement Masons	Patching Concrete	$69.59	15J	4U		View
Lewis	Cement Masons	Pneumatic Power Tools	$70.09	15J	4U		View
Lewis	Cement Masons	Power Chipping & Brushing	$70.09	15J	4U		View
Lewis	Cement Masons	Sand Blasting Architectural Finish	$70.09	15J	4U		View
Lewis	Cement Masons	Screed & Rodding Machine	$70.09	15J	4U		View
Lewis	Cement Masons	Spackling or Skim Coat Concrete	$69.59	15J	4U		View
Lewis	Cement Masons	Troweling Machine Operator	$70.09	15J	4U		View
Lewis	Cement Masons	Troweling Machine Operator on Colored Slabs	$70.09	15J	4U		View
Lewis	Cement Masons	Tunnel Workers	$70.09	15J	4U		View
Lewis	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	$126.05	15J	4C		View
Lewis	Divers & Tenders	Dive Supervisor/Master	$89.94	15J	4C		View
Lewis	Divers & Tenders	Diver	$126.05	15J	4C	8V	View
Lewis	Divers & Tenders	Diver On Standby	$84.94	15J	4C		View
Lewis	Divers & Tenders	Diver Tender	$77.16	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$89.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	$94.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$107.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$103.09	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$105.59	15J	4C		View

Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$110.59	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$112.59	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$114.59	15J	4C		View
Lewis	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$116.59	15J	4C		View
Lewis	Divers & Tenders	Manifold Operator	$77.16	15J	4C		View
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	$82.16	15J	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Operator/Technician	$77.16	15J	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	$71.98	15J	4C		View
Lewis	Dredge Workers	Assistant Engineer	$76.56	5D	3F		View
Lewis	Dredge Workers	Assistant Mate (Deckhand)	$75.97	5D	3F		View
Lewis	Dredge Workers	Boatmen	$76.56	5D	3F		View
Lewis	Dredge Workers	Engineer Welder	$78.03	5D	3F		View
Lewis	Dredge Workers	Leverman, Hydraulic	$79.59	5D	3F		View
Lewis	Dredge Workers	Mates	$76.56	5D	3F		View
Lewis	Dredge Workers	Oiler	$75.97	5D	3F		View
Lewis	Drywall Applicator	Journey Level	$71.53	15J	4C		View
Lewis	Drywall Tapers	Journey Level	$70.61	5P	1E		View
Lewis	Electrical Fixture Maintenance Workers	Journey Level	$15.74		1		View
Lewis	Electricians - Inside	Cable Splicer	$86.25	5C	1G		View
Lewis	Electricians - Inside	Journey Level	$80.57	5C	1G		View
Lewis	Electricians - Inside	Lead Covered Cable Splicer	$91.94	5C	1G		View
Lewis	Electricians - Inside	Welder	$86.25	5C	1G		View
Lewis	Electricians - Motor Shop	Craftsman	$15.74		1		View
Lewis	Electricians - Motor Shop	Journey Level	$15.74		1		View
Lewis	Electricians - Powerline Construction	Cable Splicer	$93.00	5A	4D		View
Lewis	Electricians - Powerline Construction	Certified Line Welder	$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Groundperson	$55.27	5A	4D		View
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Line Equipment Operator	$73.35	5A	4D		View
Lewis	Electricians - Powerline Construction	Meter Installer	$55.27	5A	4D	8W	View

Lewis	Electricians - Powerline Construction	Pole Sprayer	$85.42	5A	4D		View
Lewis	Electricians - Powerline Construction	Powderperson	$63.50	5A	4D		View
Lewis	Electronic Technicians	Journey Level	$51.14	6Z	1B		View
Lewis	Elevator Constructors	Mechanic	$107.49	7D	4A		View
Lewis	Elevator Constructors	Mechanic In Charge	$116.13	7D	4A		View
Lewis	Fabricated Precast Concrete Products	Journey Level	$15.74		1		View
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$15.74		1		View
Lewis	Fence Erectors	Fence Erector	$48.14	15J	4V	8Y	View
Lewis	Fence Erectors	Fence Laborer	$48.14	15J	4V	8Y	View
Lewis	Flaggers	Journey Level	$48.14	15J	4V	8Y	View
Lewis	Glaziers	Journey Level	$75.91	7L	1Y		View
Lewis	Heat & Frost Insulators And Asbestos Workers	Journey Level	$84.84	15H	11C		View
Lewis	Heating Equipment Mechanics	Journey Level	$94.11	7F	1E		View
Lewis	Hod Carriers & Mason Tenders	Journey Level	$59.85	15J	4V	8Y	View
Lewis	Industrial Power Vacuum Cleaner	Journey Level	$15.74		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	$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$15.74		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$15.74		1		View
Lewis	Insulation Applicators	Journey Level	$71.53	15J	4C		View
Lewis	Ironworkers	Journeyman	$83.79	15K	11N		View
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	$56.80	15J	4V	8Y	View
Lewis	Laborers	Airtrac Drill Operator	$58.56	15J	4V	8Y	View
Lewis	Laborers	Ballast Regular Machine	$56.80	15J	4V	8Y	View
Lewis	Laborers	Batch Weighman	$48.14	15J	4V	8Y	View

Lewis	Laborers	Brick Pavers	$56.80	15J	4V	8Y	View
Lewis	Laborers	Brush Cutter	$56.80	15J	4V	8Y	View
Lewis	Laborers	Brush Hog Feeder	$56.80	15J	4V	8Y	View
Lewis	Laborers	Burner	$56.80	15J	4V	8Y	View
Lewis	Laborers	Caisson Worker	$58.56	15J	4V	8Y	View
Lewis	Laborers	Carpenter Tender	$56.80	15J	4V	8Y	View
Lewis	Laborers	Cement Dumper-paving	$57.84	15J	4V	8Y	View
Lewis	Laborers	Cement Finisher Tender	$56.80	15J	4V	8Y	View
Lewis	Laborers	Change House Or Dry Shack	$56.80	15J	4V	8Y	View
Lewis	Laborers	Chipping Gun (30 Lbs. And Over)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Chipping Gun (Under 30 Lbs.)	$56.80	15J	4V	8Y	View
Lewis	Laborers	Choker Setter	$56.80	15J	4V	8Y	View
Lewis	Laborers	Chuck Tender	$56.80	15J	4V	8Y	View
Lewis	Laborers	Clary Power Spreader	$57.84	15J	4V	8Y	View
Lewis	Laborers	Clean-up Laborer	$56.80	15J	4V	8Y	View
Lewis	Laborers	Concrete Dumper/Chute Operator	$57.84	15J	4V	8Y	View
Lewis	Laborers	Concrete Form Stripper	$56.80	15J	4V	8Y	View
Lewis	Laborers	Concrete Placement Crew	$57.84	15J	4V	8Y	View
Lewis	Laborers	Concrete Saw Operator/Core Driller	$57.84	15J	4V	8Y	View
Lewis	Laborers	Crusher Feeder	$48.14	15J	4V	8Y	View
Lewis	Laborers	Curing Laborer	$56.80	15J	4V	8Y	View
Lewis	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$56.80	15J	4V	8Y	View
Lewis	Laborers	Ditch Digger	$56.80	15J	4V	8Y	View
Lewis	Laborers	Diver	$58.56	15J	4V	8Y	View
Lewis	Laborers	Drill Operator (Hydraulic, Diamond)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Dry Stack Walls	$56.80	15J	4V	8Y	View
Lewis	Laborers	Dump Person	$56.80	15J	4V	8Y	View
Lewis	Laborers	Epoxy Technician	$56.80	15J	4V	8Y	View
Lewis	Laborers	Erosion Control Worker	$56.80	15J	4V	8Y	View
Lewis	Laborers	Faller & Bucker Chain Saw	$57.84	15J	4V	8Y	View
Lewis	Laborers	Fine Graders	$56.80	15J	4V	8Y	View
Lewis	Laborers	Firewatch	$48.14	15J	4V	8Y	View
Lewis	Laborers	Form Setter	$57.84	15J	4V	8Y	View
Lewis	Laborers	Gabian Basket Builders	$56.80	15J	4V	8Y	View
Lewis	Laborers	General Laborer	$56.80	15J	4V	8Y	View
Lewis	Laborers	Grade Checker & Transit Person	$59.85	15J	4V	8Y	View
Lewis	Laborers	Grinders	$56.80	15J	4V	8Y	View
Lewis	Laborers	Grout Machine Tender	$56.80	15J	4V	8Y	View
Lewis	Laborers	Groutmen (Pressure) Including Post Tension	$57.84	15J	4V	8Y	View

		Beams					
Lewis	Laborers	Guardrail Erector	$56.80	15J	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level A)	$58.56	15J	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level B)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level C)	$56.80	15J	4V	8Y	View
Lewis	Laborers	High Scaler	$58.56	15J	4V	8Y	View
Lewis	Laborers	Jackhammer	$57.84	15J	4V	8Y	View
Lewis	Laborers	Laserbeam Operator	$57.84	15J	4V	8Y	View
Lewis	Laborers	Maintenance Person	$56.80	15J	4V	8Y	View
Lewis	Laborers	Manhole Builder-Mudman	$57.84	15J	4V	8Y	View
Lewis	Laborers	Material Yard Person	$56.80	15J	4V	8Y	View
Lewis	Laborers	Mold Abatement Worker	$56.80	15J	4V	8Y	View
Lewis	Laborers	Motorman-Dinky Locomotive	$59.95	15J	4V	8Y	View
Lewis	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	$59.85	15J	4V	8Y	View
Lewis	Laborers	Pavement Breaker	$57.84	15J	4V	8Y	View
Lewis	Laborers	Pilot Car	$48.14	15J	4V	8Y	View
Lewis	Laborers	Pipe Layer (Lead)	$59.85	15J	4V	8Y	View
Lewis	Laborers	Pipe Layer/Tailor	$57.84	15J	4V	8Y	View
Lewis	Laborers	Pipe Pot Tender	$57.84	15J	4V	8Y	View
Lewis	Laborers	Pipe Reliner	$57.84	15J	4V	8Y	View
Lewis	Laborers	Pipe Wrapper	$57.84	15J	4V	8Y	View
Lewis	Laborers	Pot Tender	$56.80	15J	4V	8Y	View
Lewis	Laborers	Powderman	$58.56	15J	4V	8Y	View
Lewis	Laborers	Powderman's Helper	$56.80	15J	4V	8Y	View
Lewis	Laborers	Power Jacks	$57.84	15J	4V	8Y	View
Lewis	Laborers	Railroad Spike Puller - Power	$57.84	15J	4V	8Y	View
Lewis	Laborers	Raker - Asphalt	$59.85	15J	4V	8Y	View
Lewis	Laborers	Re-timberman	$58.56	15J	4V	8Y	View
Lewis	Laborers	Remote Equipment Operator	$57.84	15J	4V	8Y	View
Lewis	Laborers	Rigger/Signal Person	$57.84	15J	4V	8Y	View
Lewis	Laborers	Rip Rap Person	$56.80	15J	4V	8Y	View
Lewis	Laborers	Rivet Buster	$57.84	15J	4V	8Y	View
Lewis	Laborers	Rodder	$57.84	15J	4V	8Y	View
Lewis	Laborers	Scaffold Erector	$56.80	15J	4V	8Y	View
Lewis	Laborers	Scale Person	$56.80	15J	4V	8Y	View
Lewis	Laborers	Sloper (Over 20")	$57.84	15J	4V	8Y	View
Lewis	Laborers	Sloper Sprayer	$56.80	15J	4V	8Y	View

Lewis	Laborers	Spreader (Concrete)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Stake Hopper	$56.80	15J	4V	8Y	View
Lewis	Laborers	Stock Piler	$56.80	15J	4V	8Y	View
Lewis	Laborers	Swinging Stage/Boatswain Chair	$48.14	15J	4V	8Y	View
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$57.84	15J	4V	8Y	View
Lewis	Laborers	Tamper (Multiple & Self-propelled)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Toolroom Person (at Jobsite)	$56.80	15J	4V	8Y	View
Lewis	Laborers	Topper	$56.80	15J	4V	8Y	View
Lewis	Laborers	Track Laborer	$56.80	15J	4V	8Y	View
Lewis	Laborers	Track Liner (Power)	$57.84	15J	4V	8Y	View
Lewis	Laborers	Traffic Control Laborer	$51.48	15J	4V	9C	View
Lewis	Laborers	Traffic Control Supervisor	$54.55	15J	4V	9C	View
Lewis	Laborers	Truck Spotter	$56.80	15J	4V	8Y	View
Lewis	Laborers	Tugger Operator	$57.84	15J	4V	8Y	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$158.87	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$163.90	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$167.58	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$173.28	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$175.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$180.50	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$182.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$184.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$186.40	15J	4V	9B	View
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	$59.95	15J	4V	8Y	View
Lewis	Laborers	Tunnel Work-Miner	$59.95	15J	4V	8Y	View
Lewis	Laborers	Vibrator	$57.84	15J	4V	8Y	View
Lewis	Laborers	Vinyl Seamer	$56.80	15J	4V	8Y	View
Lewis	Laborers	Watchman	$43.76	15J	4V	8Y	View
Lewis	Laborers	Welder	$57.84	15J	4V	8Y	View
Lewis	Laborers	Well Point Laborer	$57.84	15J	4V	8Y	View
Lewis	Laborers	Window Washer/Cleaner	$43.76	15J	4V	8Y	View
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	$56.80	15J	4V	8Y	View

Lewis	Laborers - Underground Sewer & Water	Pipe Layer	$57.84	15J	4V	8Y	View
Lewis	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$43.76	15J	4V	8Y	View
Lewis	Landscape Construction	Landscape Operator	$74.83	15J	3K	8X	View
Lewis	Landscape Maintenance	Groundskeeper	$15.74		1		View
Lewis	Lathers	Journey Level	$71.53	15J	4C		View
Lewis	Marble Setters	Journey Level	$66.32	7E	1N		View
Lewis	Metal Fabrication (In Shop)	Fitter	$15.74		1		View
Lewis	Metal Fabrication (In Shop)	Laborer	$15.74		1		View
Lewis	Metal Fabrication (In Shop)	Machine Operator	$15.74		1		View
Lewis	Metal Fabrication (In Shop)	Painter	$15.74		1		View
Lewis	Metal Fabrication (In Shop)	Welder	$15.74		1		View
Lewis	Millwright	Journey Level	$73.08	15J	4C		View
Lewis	Modular Buildings	Cabinet Assembly	$15.74		1		View
Lewis	Modular Buildings	Electrician	$15.74		1		View
Lewis	Modular Buildings	Equipment Maintenance	$15.74		1		View
Lewis	Modular Buildings	Plumber	$15.74		1		View
Lewis	Modular Buildings	Production Worker	$15.74		1		View
Lewis	Modular Buildings	Tool Maintenance	$15.74		1		View
Lewis	Modular Buildings	Utility Person	$15.74		1		View
Lewis	Modular Buildings	Welder	$15.74		1		View
Lewis	Painters	Journey Level	$49.46	6Z	11J		View
Lewis	Pile Driver	Crew Tender	$77.16	15J	4C		View
Lewis	Pile Driver	Journey Level	$71.98	15J	4C		View
Lewis	Plasterers	Journey Level	$67.49	7Q	1R		View
Lewis	Plasterers	Nozzleman	$71.49	7Q	1R		View
Lewis	Playground & Park Equipment Installers	Journey Level	$15.74		1		View
Lewis	Plumbers & Pipefitters	Journey Level	$84.72	5A	1G		View
Lewis	Power Equipment Operators	Asphalt Plant Operator	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Assistant Engineer	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Barrier Machine (zipper)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Bobcat	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Brooms	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Bump Cutter	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Cableways	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Chipper	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Compressor	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	$76.08	15J	3K	8X	View

Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Conveyors	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Cranes Friction: 200 tons and over	$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes, A-frame: 10 tons and under	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Crusher	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Derricks: on building work	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Dozers D-9 & Under	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Drilling Machine	$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$72.22	7A	11H	8X	View

Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Gradechecker/stakeman	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Guardrail punch/Auger	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Plant Feed	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Locomotives, All	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Material Transfer Device	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Mechanics: all (Leadmen - $0.50 per hour over mechanic)	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Motor patrol graders	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 100 tons and over	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Pavement Breaker	$71.57	15J	3K	8X	View

Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Power Plant	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Pumps - Water	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Rigger and Bellman	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Rollagon	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Saws - Concrete	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Service Engineers: equipment	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$77.63	15J	3K	8X	View
Lewis	Power Equipment Operators	Slipform Pavers	$76.08	15J	3K	8X	View

Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Subgrader Trimmer	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Tower Bucket Elevators	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators	Tower crane: up to 175' in height base to boom	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators	Trenching Machines	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators	Welder	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground	Cableways	$76.08	15J	3K	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground	Crusher	$75.41	15J	3K	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground	Hydralifts/boom trucks: over 10 tons	$75.53	7A	11H	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - $0.50 per hour over mechanic)	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$76.79	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$74.83	15J	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	$72.22	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	$71.57	15J	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$76.85	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$78.36	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$77.56	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	$79.13	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$76.08	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$74.83	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$76.11	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$75.53	7A	11H	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$75.41	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	$76.79	7A	11H	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$71.57	15J	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$75.41	15J	3K	8X	View
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	$57.22	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Spray Person	$54.32	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$57.22	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	$51.18	5A	4A		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$38.99	5A	4A		View
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	$85.71	5A	1G		View
Lewis	Residential Brick Mason	Journey Level	$21.96		1		View
Lewis	Residential Carpenters	Journey Level	$24.89		1		View
Lewis	Residential Cement Masons	Journey Level	$16.79		1		View
Lewis	Residential Drywall Applicators	Journey Level	$36.07		1		View
Lewis	Residential Drywall Tapers	Journey Level	$24.48		1		View
Lewis	Residential Electricians	Journey Level	$43.03	6Z	1B		View
Lewis	Residential Glaziers	Journey Level	$25.40		1		View
Lewis	Residential Insulation Applicators	Journey Level	$28.53		1		View
Lewis	Residential Laborers	Journey Level	$23.10		1		View
Lewis	Residential Marble Setters	Journey Level	$21.96		1		View
Lewis	Residential Painters	Journey Level	$18.76		1		View
Lewis	Residential Plumbers & Pipefitters	Journey Level	$26.35		1		View
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$32.89		1		View
Lewis	Residential Sheet Metal Workers	Journey Level	$33.28		1		View
Lewis	Residential Soft Floor Layers	Journey Level	$15.74		1		View
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$20.28		1		View
Lewis	Residential Stone Masons	Journey Level	$21.96		1		View
Lewis	Residential Terrazzo Workers	Journey Level	$15.74		1		View
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	$15.74		1		View
Lewis	Residential Tile Setters	Journey Level	$15.74		1		View
Lewis	Roofers	Journey Level	$60.90	5A	3H		View
Lewis	Roofers	Using Irritable Bituminous Materials	$63.90	5A	3H		View
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	$94.11	7F	1E		View

Lewis	Sign Makers & Installers (Electrical)	Journey Level	$18.04		1		View
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	$56.80	15J	4V	8Y	View
Lewis	Soft Floor Layers	Journey Level	$62.39	15J	4C		View
Lewis	Solar Controls For Windows	Journey Level	$15.74		1		View
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	$70.52	7J	1R		View
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	$15.74		1		View
Lewis	Stone Masons	Journey Level	$66.32	7E	1N		View
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	$16.00		1		View
Lewis	Surveyors	Assistant Construction Site Surveyor	$75.53	7A	11H	8X	View
Lewis	Surveyors	Chainman	$72.22	7A	11H	8X	View
Lewis	Surveyors	Construction Site Surveyor	$76.79	7A	11H	8X	View
Lewis	Surveyors	Drone Operator (when used in conjunction with surveying work only)	$72.22	7A	11H	8X	View
Lewis	Surveyors	Ground Penetrating Radar	$72.22	7A	11H	8X	View
Lewis	Telecommunication Technicians	Journey Level	$51.14	6Z	1B		View
Lewis	Telephone Line Construction - Outside	Cable Splicer	$39.15	5A	2B		View
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	$26.29	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$32.72	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	$37.00	5A	2B		View
Lewis	Terrazzo Workers	Journey Level	$60.36	7E	1N		View
Lewis	Tile Setters	Journey Level	$60.36	7E	1N		View
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	$51.19	7E	1N		View
Lewis	Traffic Control Stripers	Journey Level	$51.90	7A	1K		View
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	$71.70	15J	11M	8L	View
Lewis	Truck Drivers	Asphalt Mix To 16 Yards	$70.86	15J	11M	8L	View
Lewis	Truck Drivers	Dump Truck	$70.86	15J	11M	8L	View
Lewis	Truck Drivers	Dump Truck & Trailer	$71.70	15J	11M	8L	View
Lewis	Truck Drivers	Other Trucks	$71.70	15J	11M	8L	View
Lewis	Truck Drivers - Ready Mix	Transit Mix	$71.70	15J	11M	8L	View
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$18.18		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	$15.74		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 Specia Provisions for pre-approved drawings.	X	
40.	Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
42.	Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. **NOTE:** *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44.	Guardrail components	X	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.]

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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.

Overtime Codes Continued

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

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.

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.

S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed 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.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus $2.00 an 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 more than four (4) hours of a special shift can only be performed outside the normal 6am 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 the 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).

Overtime Codes Continued

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

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

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

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

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.

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.

B 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.

C 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. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

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.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and 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.

F. 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-half times the hourly rate of wage 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. 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 nine (9) hours or more. When an employee returns to work without at least nine (9) 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 nine (9) hours rest period.

H. 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 ten (10) hours or more. When an employee returns to work without at least ten (10) 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 ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.

K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.

L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

M. 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.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that 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 of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

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. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars ($2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

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).

   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

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

   Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

   B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

   C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

   D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

   E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

   F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

   G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

   H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

   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.

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. 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.

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.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

8. U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

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

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

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

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.

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.)

Note Codes Continued

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.

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.

Note Codes Continued

9.	H.	One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

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 at or after 12:15 p.m. on **Thursday, May 25, 2023**, at the Lewis County Courthouse in Chehalis, Washington for the Kruger Road MP 1.20 Culvert Replacement Project, CMP 1904.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE
12:15 P.M. on Thursday, May 25, 2023

(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 KRUGER ROAD MP 1.20 CULVERT REPLACEMENT PROJECT, CMP 1904, TO BE OPENED ON OR AFTER 12:15 P.M. ON THURSDAY, MAY 25, 2023".***

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) 740-1123 Ext. 7 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 the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 Kruger Road M.P. 1.20 Culvert Replacement Project, CMP 1904, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

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

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	Mobilization	LUMP SUM	$
2	1 L.S.	Clearing and Grubbing	LUMP SUM	$
3	1 L.S.	Removal of Structures and Obstructions	LUMP SUM	$
4	1,837 C.Y.	Roadway Excavation Incl. Haul	$	$
5	1,156 C.Y.	Common Borrow Incl. Haul	$	$
6	134 Each	Streambed Boulder, Type Two	$	$
7	1,150 Ton	Streambed Mix	$	$
8	57 C.Y.	Channel Excavation Incl. Haul	$	$
9	250 Ton	Quarry Spalls for Unsuitable Base Material	$	$
10	1 L.S.	Contractor Designed Buried Structure No. 1	LUMP SUM	$
11	1 L.S.	Temporary Stream Diversion	LUMP SUM	$
12	1,940 C.Y.	Structure Excavation Class A Incl. Haul	$	$
13	64 C.Y.	Gravel Backfill for Wall	$	$
14	1,245 Ton	Crushed Surfacing Base Course	$	$
15	100 Ton	Crushed Surfacing Top Course	$	$
16	57 Ton	Shoulder Finishing	$	$
17	210 Ton	HMA Cl. 3/8 In. PG 58H-22 Fiber Reinforced	$	$
18	12 Day	ESC Lead	$	$
19	130 L.F.	Wattle	$	$
20	1 L.S.	Planting Mitigation Construction	LUMP SUM	$

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
21	5 Each	Large Woody Debris Feature	$	$
22	115 S.F.	Stabilized Construction Entrance	$	$
23	1 Calc.	Erosion/Water Pollution Control	CALCULATED	$ 5,000.00
24	1,065 L.F.	High Visibility Silt Fence	$	$
25	4 Each	Beam Guardrail Type 31 Non-Flared Terminal	$	$
26	175 L.F.	Beam Guardrail Type 31	$	$
27	270 L.F.	Paint Line	$	$
28	1 L.S.	Project Temporary Traffic Control	LUMP SUM	$
29	500 S.F.	Gravity Block Wall	$	$
30	1 L.S.	Trimming And Cleanup	LUMP SUM	$
31	1 L.S.	SPCC Plan	LUMP SUM	$
32	1 Calc.	Minor Change	CALCULATED	$25,000.00
			TOTAL BID	

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

SR

DOT Form 272-036I EF 07/2011

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

Washington State
Department of Transportation

Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____ _____
Signature of authorized person — Print Name of person making certifications for firm

Title: _____ **Place:** _____
Title of person signing certificate — Print city and state where signed

Date: _____

Form 272-009
08/2017

APPENDIX C

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this __ day of _____, 2023, 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 Kruger Road MP 1.20 by installing a stream bypass, removing the existing culvert, excavation, buried structure construction (21-ft span by 11-ft high by 43-ft long precast concrete box culvert with wingwalls and headwalls), streambed restoration, large woody debris construction, road restoration, guardrail, hydroseeding, planting mitigation 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.

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: _____, 2023

By:_____
Surety

By:_____
Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN MEYER Prosecuting Attorney

By:_____
Civil Deputy

APPROVED:

_____

County Engineer

CONTRACT BOND FOR **Bond No. _____**
LEWIS COUNTY, WASHINGTON

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 1904** 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 **Kruger Rd MP 1.20 Culvert Replacement 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 1904,** between the below-named Contractor and County for the **Kruger Rd MP 1.20 Culvert Replacement 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:

By _____
(Signature of Attorney-in-Fact)

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

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

FOR THE PRINCIPAL:

By:_____
(Signature of authorized signer for Contractor)

_____
(Type or print name of signer for Contractor)

_____
(Type or print title of signer for Contractor)

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**
COUNTY OF _____)

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

_____ _____
(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____. ***SEAL*** ➔

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR SURETY**
COUNTY OF _____)

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

_____ _____
(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____. ***SEAL*** ➔

POWER EQUIPMENT LIST

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

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

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

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

APPENDIX D

PERMIT DOCUMENTS

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 EAST MARGINAL WAY SOUTH, BLDG 1202
SEATTLE, WA 98134-2388

Regulatory Branch November 28, 2022

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

Reference: NWS-2020-1147
Lewis County Public Works
(Kruger Road MP 1.20
Culvert Replacement)

Dear Ms. Weckback:

We have reviewed your application to excavate and discharge up to 210 cubic yards of fill within an unnamed tributary to the Middle Fork Newaukum River and an adjacent wetland, associated with culvert replacement to improve fish passage, at the crossing of Kruger Road mile post 1.20, near Onalaska, Lewis County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 27, *Aquatic Habitat Restoration, Establishment, and Enhancement Activities* (Federal Register December 27, 2021 Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated February 9, 2021.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 27, Terms and Conditions* and the following special conditions:

a. You must implement and abide by the planting plan as shown on Sheets 6 and 7 of the project drawings, dated February 9, 2021. The plants shall be installed concurrent with or immediately following the work authorized by this permit. A report, as-built drawing and photographs demonstrating the trees/plants have been installed or a report on the status of project construction must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 12 months from the date of permit issuance. You can meet this reporting requirement by completing and submitting the enclosed *Report for Mitigation Work Completion* form.

b. You must maintain and monitor the survival of installed plantings for five years after the U.S. Army Corps of Engineers accepts the as-built report. Installed plants shall achieve 100% survival during monitoring Years 1 and 2. Installed trees/plants shall

achieve at least 80% survival during monitoring Years 3, 4 and 5. Percent survival is based on the total number of plants installed in accordance with the approved project drawings, dated February 9, 2021. Individual plants that die must be replaced with native riparian species in order to meet the survival performance standards.

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

d. In order to protect the listed threatened and endangered species in the project area, you may conduct the authorized activities in the work window as agreed to and documented in writing through consultation by the National Marine Fisheries Service in any year this permit is valid. If changes to the originally authorized work window are proposed, you must re-coordinate these changes with the NMFS and receive written concurrence on the changes. Copies of the concurrence must be sent to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, within 10 days of the date of the revised concurrence.

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 14, 2026, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2026, you will have until March 14, 2027, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at nws.compliance@usace.army.mil. 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. Referenced documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Permit Information". If you have any questions, please contact me at first.mi.last@usace.army.mil or (503) 278-1845.

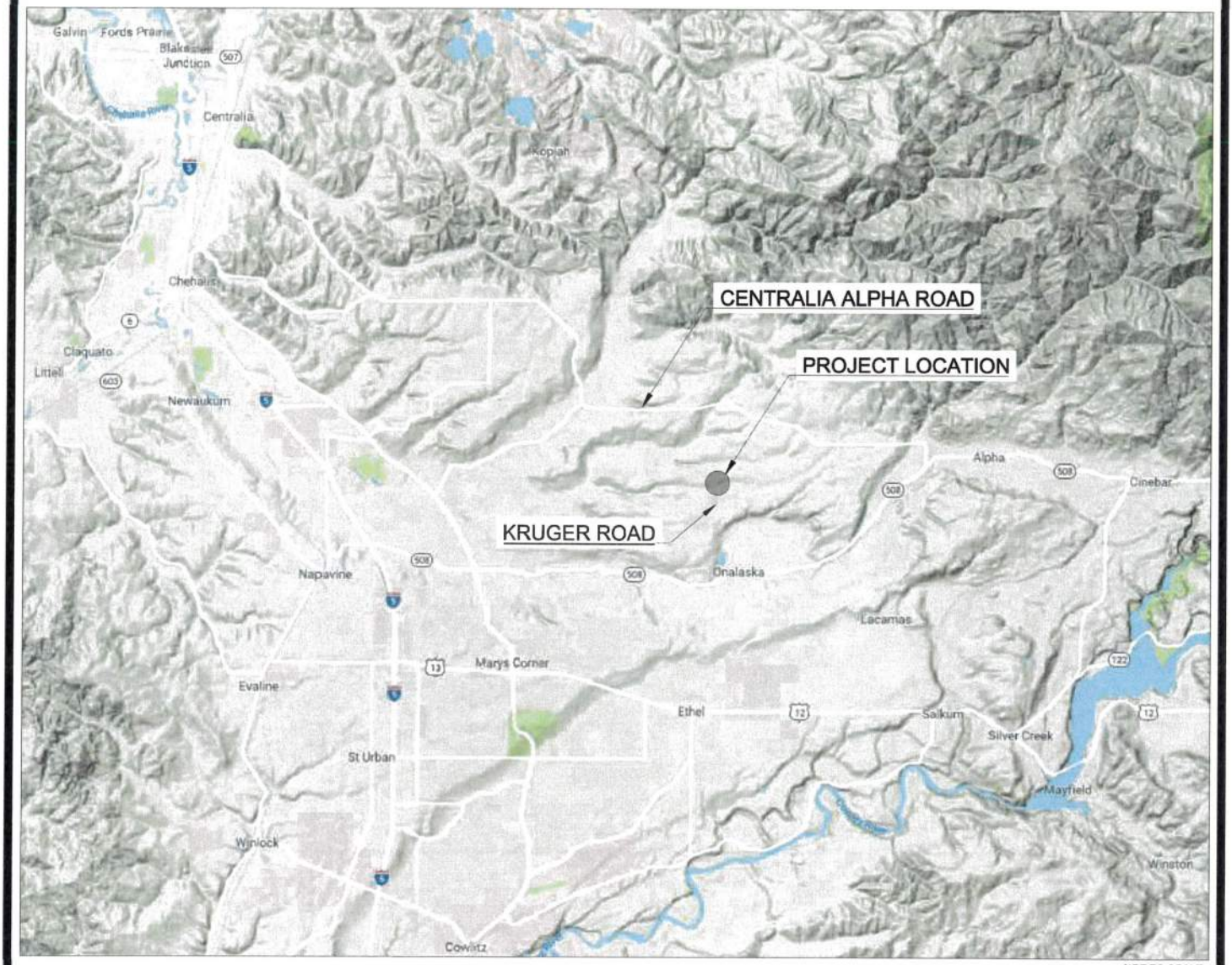
Sincerely,

Brad Johnson

Brad Johnson, Project Manager
Regulatory Branch

Enclosures

cc:
Ecology (ecyrefedpermits@ecy.wa.gov)



NOT TO SCALE

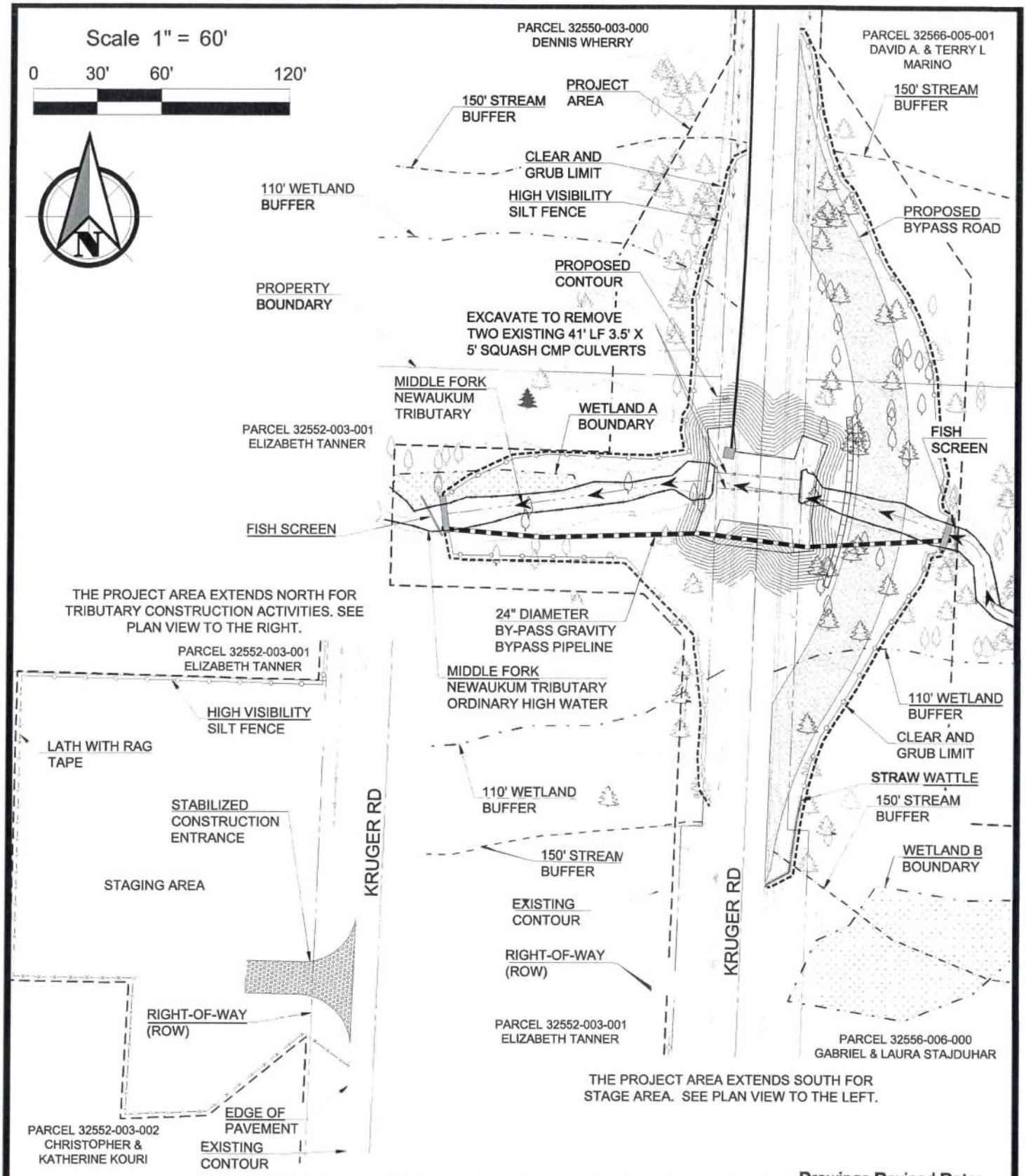
WATERBODY:	MIDDLE FORK NEWAUKUM TRIBUTARY
LAT/LONG:	46.609993°, -122.729936°
DATUM:	NAVD88 VERTICAL, NAD83 HORIZONTAL
SECTION/TOWNSHIP/RANGE:	SECTION 18, TOWNSHIP 13 NORTH, RANGE 01 EAST
ADJACENT PROPERTY OWNERS:	1. PARCEL 32552-003-001 ELIZABETH TANNER
	2. PARCEL 32552-003-002 CHRISTOPHER & KATHERINE KOURI
	3. PARCEL 32556-006-000 GABRIEL & LAURA STAJDUHAR
	4. PARCEL 32550-003-000 DENNIS WHERRY
	5. PARCEL 32556-005-001 DAVID A. & TERRY L MARINO

Lewis County
Department of Public Works

PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	1 OF 8 – VICINITY MAP

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS

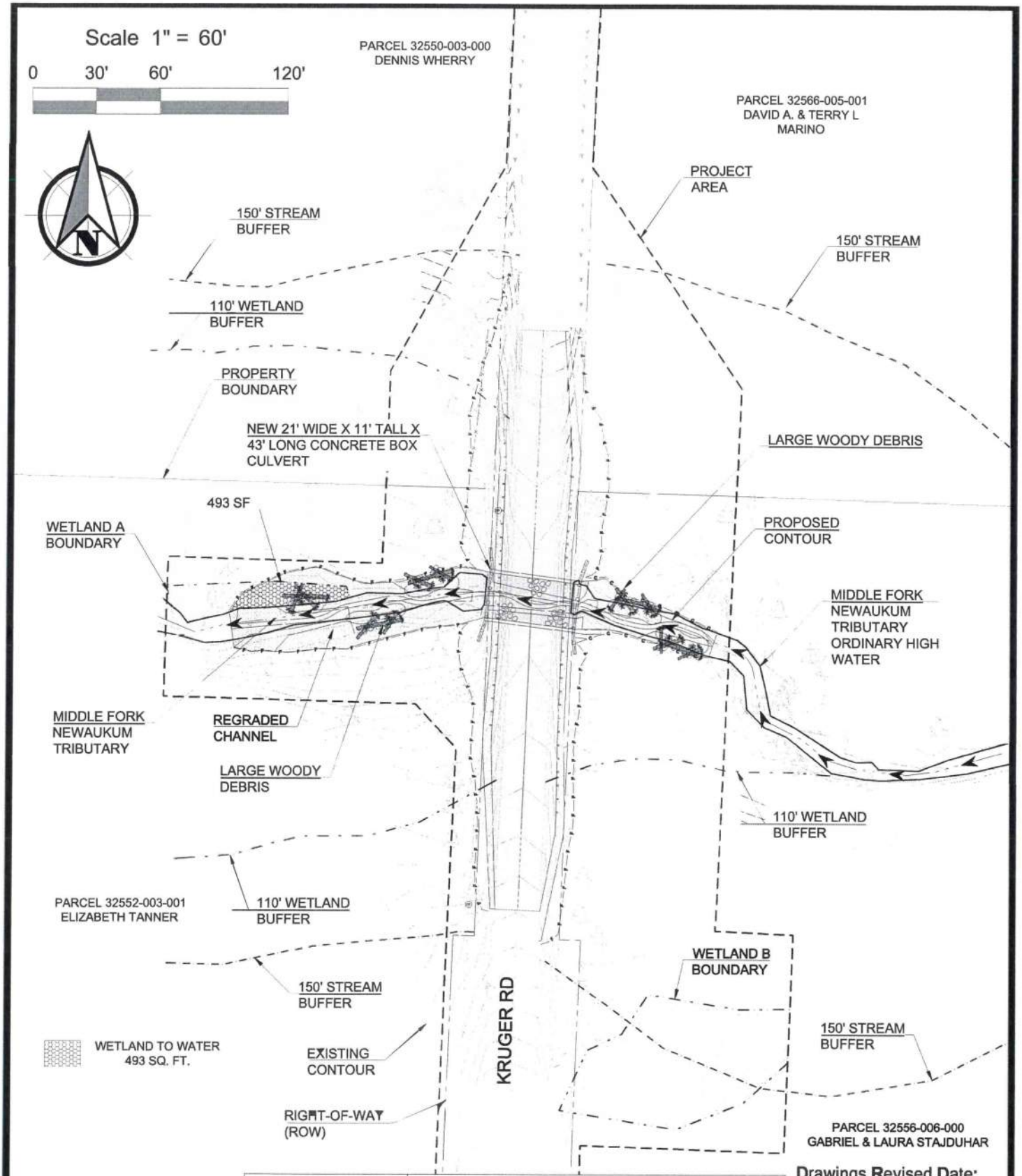


Lewis County
Department of Public Works

PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	2 OF 8 – SITE PREP PLAN VIEW

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS

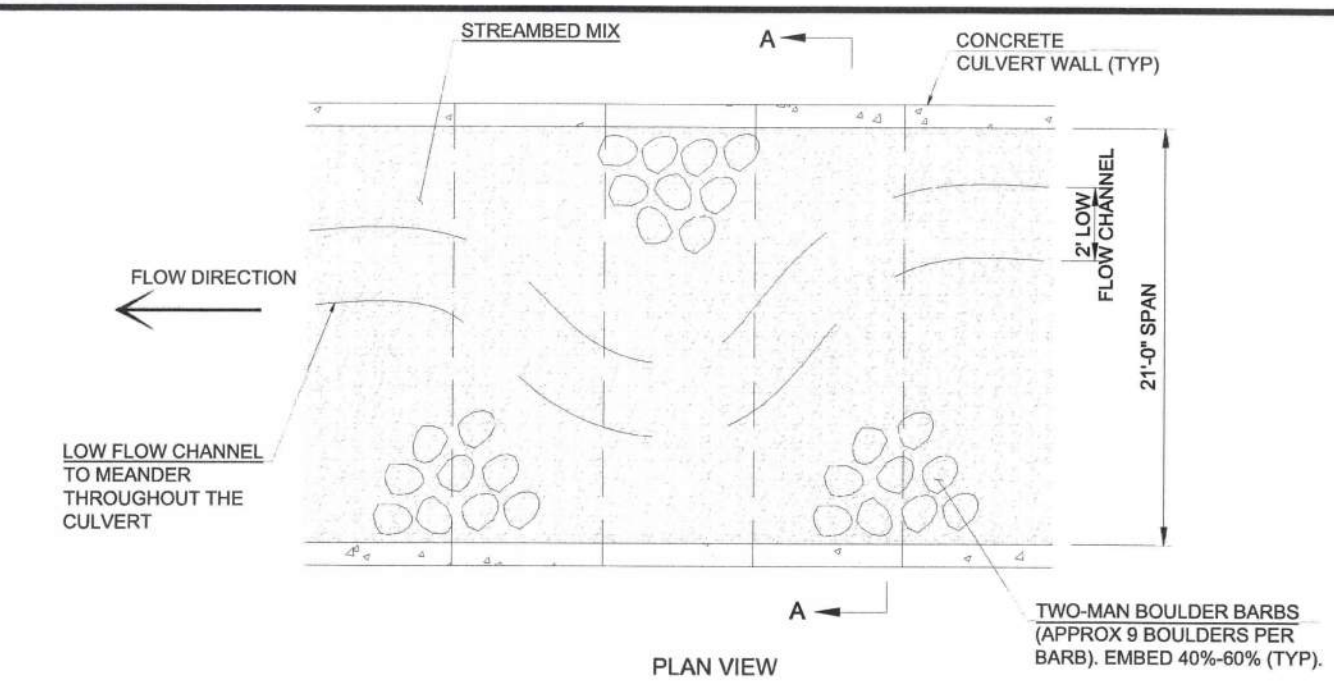


Lewis County
Department of Public Works

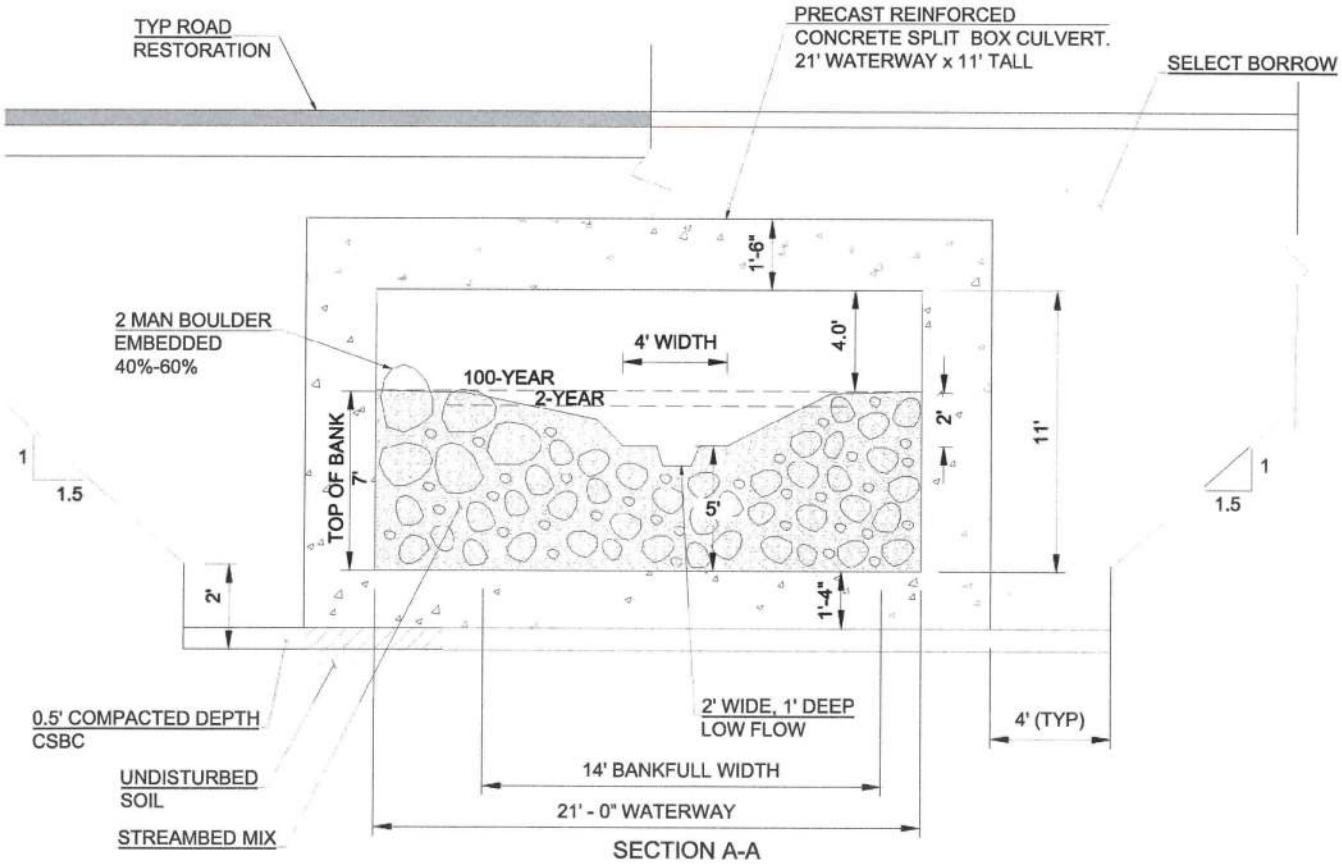
PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	3 OF 8 -- CREEK/CULVERT PLAN VIEW

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS



PLAN VIEW



SECTION A-A

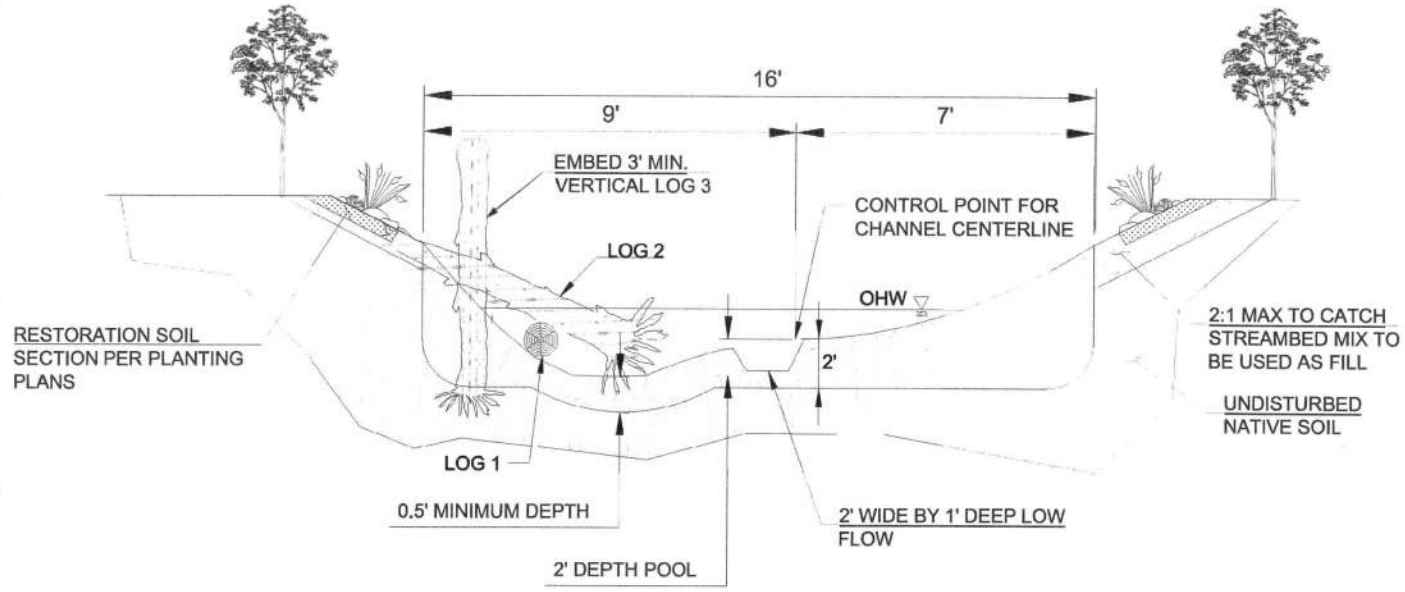
PRECAST SPLIT BOX CULVERT
NOT TO SCALE

Lewis County
Department of Public Works

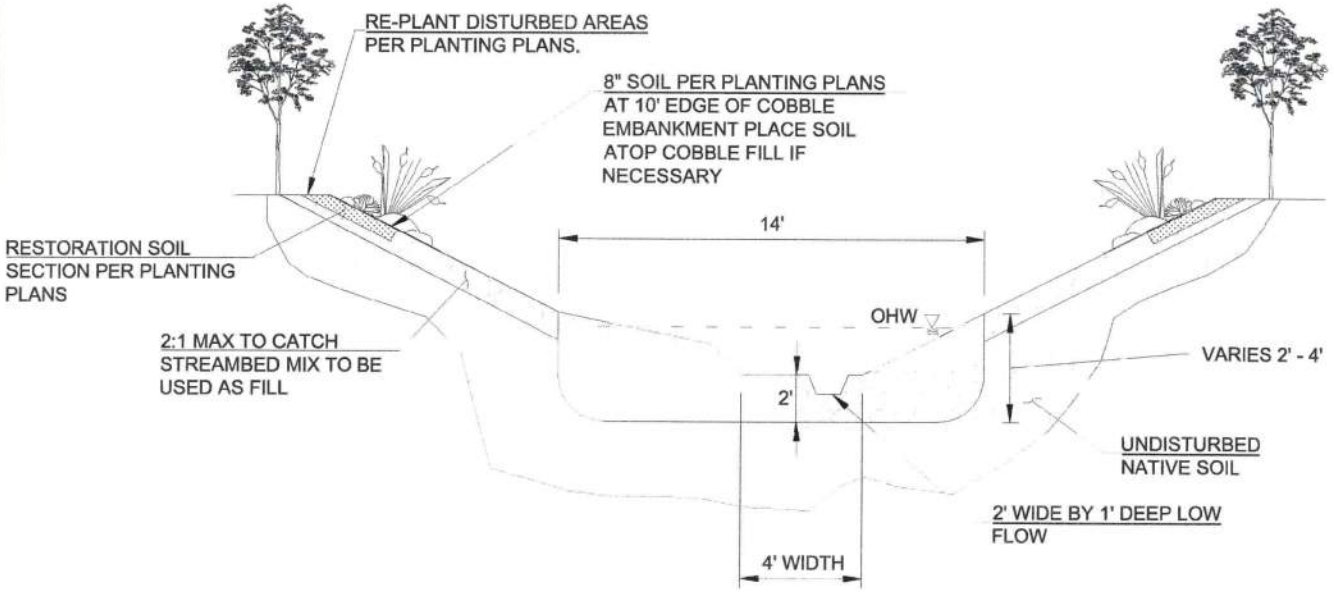
PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	4 OF 8 – CULVERT CROSS SECTION

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS



TYPICAL LARGE WOODY DEBRIS SECTION



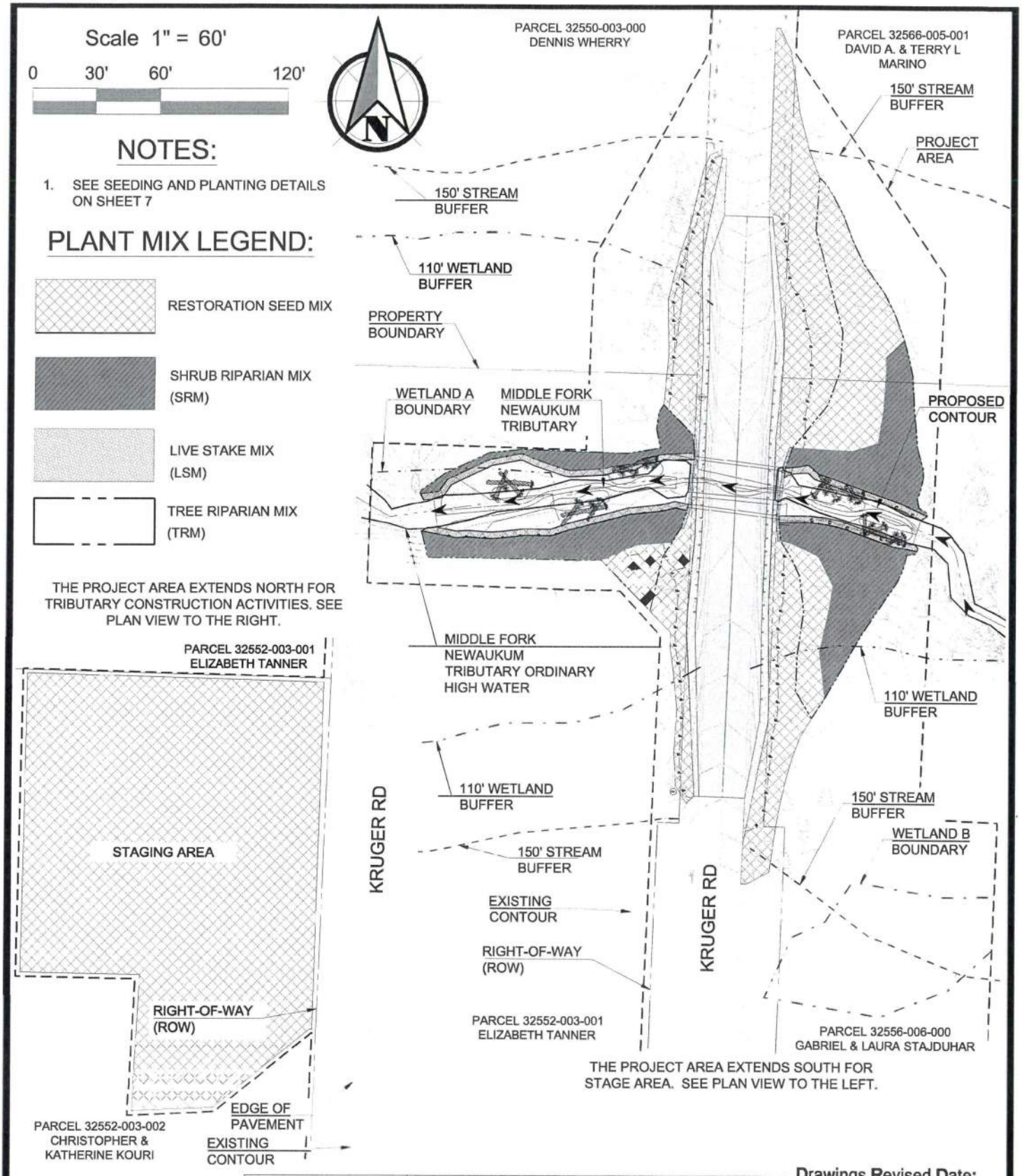
TYPICAL CHANNEL SECTION

Lewis County
Department of Public Works

PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	5 OF 8 -- CREEK CROSS SECTIONS

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS



Lewis County
Department of Public Works

PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	6 OF 8 -- PLANTING PLAN VIEW

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS

SEEDING LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	% BY WEIGHT	PLS LBS NEEDED
RESTORATION SEED MIX					
 Apply at 80lbs/acre with Long Term Mulch	40,000 sf (74 LBS)	*Elymus glaucus*	Blue Wildrye	43%	31.8
		Hordeum brachyantherum	Meadow Barley	37%	27.4
		Lolium multiflorum	Sterile Annual Ryegrass	11%	8.1
		Festuca idahoensis	Idaho Fescue	7%	5.2
		Festuca ovina	Sheep Fescue	1%	0.75
		Deschampsia elongata	Slender Hairgrass	0.6%	0.45
		Koeleria macrantha	Prairie Junegrass	0.4%	0.3

PLANT LIST

SYM	PERCENT OF MIX	QTY	NAME	SIZE	CONTAINER CONDITION	SPACING
TREE RIPARIAN MIX - TRM						
 (Total area - 11,000 SF) Install in random mix following spacing recommendations	15%	15	*Acer macrophyllum* Big Leaf Maple	4'-0" Min. Height	2 Gallon Min.	12' o.c. (furthest from creek edge)
	15%	15	*Fraxinus latifolia* Oregon Ash	4'-0" Min. Height	2 Gallon Min.	12' o.c. (nearest to creek edge)
	40%	35	*Pseudotsuga menziesii* Douglas Fir	4'-0" Min. Height	2 Gallon Min.	12' o.c. (intermixed between other trees)
	30%	25	*Thuja plicata* Western Red Cedar	4'-0" Min. Height	2 Gallon Min.	12' o.c. (intermixed between other trees)
SHRUB RIPARIAN MIX - SRM						
 (Total area - 6,250 SF) Install in random mix following spacing recommendations	30%	135	*Cornus sericea* Redosier Dogwood	1'-0" Min. Height	1 Gallon Min.	4' o.c. (nearest to creek edge)
	10%	45	*Physocarpus capitatus* *Pacific Ninebark*	1'-0" Min. Height	1 Gallon Min.	4' o.c. (nearest to creek edge)
	10%	45	*Polystichum munitum* *Western Sword Fern*	1'-0" Min. Height	1 Gallon Min.	4' o.c.(furthest from creek edge)
	20%	90	*Rubus spectabilis* Salmonberry	1'-0" Min. Height	1 Gallon Min.	4' o.c. (nearest to creek edge)
	20%	90	*Symphoricarpos albus* Common Snowberry	1'-0" Min. Height	1 Gallon Min.	4' o.c.(intermixed as intermediate areas)
	10%	45	*Vaccinium ovatum* Evergreen Huckleberry	1'-0" Min. Height	1 Gallon Min.	4' o.c.(furthest from creek edge)
LIVE STAKES - LSM						
 (Total area - 1,200 SF)	60%	60	*Cornus sericea* Redosier Dogwood	36" Min. Height, 1"-2" Min. Diameter	Live stake	4' o.c. (randomly mixed)
	40%	40	*Salix stichensis* Sitka Willow	36" Min. Height, 1"-2" Min. Diameter	Live Stake	4' o.c. (randomly mixed)

Lewis County
Department of Public Works

PROJECT NAME:	KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
REFERENCE NUMBER:	**NWS-2020-1147**
PROJECT ADDRESS:	KRUGER RD MP 1.20 - ONALASKA, WA 98570
APPLICANT:	LEWIS COUNTY PUBLIC WORKS
DATE:	JUNE 26, 2020
SHEET:	7 OF 8 -- PLANTING PLAN NOTES

Drawings Revised Date: 02/09/2021
Revision: Corps Reference Number added

PBS

US Army Corps of Engineers ®
Seattle District

NATIONWIDE PERMIT 27
Terms and Conditions

2021 NWPs - Final 41; Effective Date: February 25, 2022

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

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of one or more intact aquatic habitats or riparian areas of the same type that exist in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to the removal of accumulated sediments; releases of sediment from reservoirs to maintain sediment transport continuity to restore downstream habitats; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; coral restoration or relocation activities; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; re-establishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge of dredged or fill material occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity, the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) the binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities:

(1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies;

(2) Activities conducted in accordance with the terms and conditions of a binding coral restoration or relocation agreement between the project proponent and the NMFS or any of its designated state cooperating agencies;

(3) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or

(4) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

Note: 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. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. 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 or her 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 Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. 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. Permittees 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 activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

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 designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). 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 species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, 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 species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) 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. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) 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 species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference 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 or conference 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 that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects 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) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places 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 (see 33 CFR 330.4(g)(1)). 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 commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or 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.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has 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. 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. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they 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, 52, 57 and 58 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 by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines 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) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-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. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-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. 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. If restoring riparian areas involves planting vegetation, only native species should be planted. 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)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(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 or federal, 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. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority 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)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. 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 CWA 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 authorized, subject to the following restrictions:
(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot 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.
(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____
(Transferee)

_____
(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or 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 and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review 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. 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) (i) 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.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, 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 (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) 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 and intermittent 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 or 3/100-acre of stream bed 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 species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) 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 NWP activity that requires permission from, or review by, 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, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification*: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. 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 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 (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that 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.

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

RGC 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 United States 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.

RGC 2, Aquatic Resources Requiring Special Protection
A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

RGC 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) cannot be authorized by NWP.

RGC 4, Commencement Bay
No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

RGC 5, Bank Stabilization
All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).
For new bank stabilization projects only, the following must be submitted to the Corps:

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.

RGC 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 U.S. Army 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.

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.

RGC 7, Stream Loss
A PCN is required for all activities that result in the loss of any linear feet of streams.

RGC 8, Construction Boundaries
Permittees must clearly mark all construction area boundaries within waters of the United States 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.

RGC 9, ESA Reporting to NMFS
For any nationwide permit that may affect threatened or endangered species;
Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) 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 NMFS, 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 the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

NWP 27 Specific Regional Conditions:
1. A pre-construction notification (PCN) must be submitted to the district engineer (see NWP general condition 32) for any proposed project located in a Department of the Army permit compensatory mitigation site, Comprehensive Environmental Response, Compensation and Liability Act (Superfund) site, Resource Conservation and Recovery Act hazardous waste clean-up site, Washington State Department of Ecology compensatory mitigation site, or Washington State Model Toxics Control Act clean-up site.

2. For projects subject to PCN, if there is a loss of waters of the U.S. the project proponent must explain in the PCN why the loss is necessary. The project proponent must also demonstrate how despite the loss of waters the overall project would result in a net increase in aquatic/ecological functions .

3. The PCN must contain a description of pre-project site conditions including presence of wetlands (including photographs) and aquatic/ecological functions the site provides within the watershed.

4. For projects that would result in a loss of waters of the U.S., the project proponent must include maintenance and monitoring plans with the PCN.

5. Restoration projects involving shellfish seeding must use shellfish native to the watershed.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions

A. State General Conditions for all Nationwide Permits

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District'sregional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost,

Ecology may need to review the project if one of the following stategeneral conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities**. Ecology WQC review is required for projects or activities authorized under NWPs where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contributeto an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/orwaters.

2. **Projects or Activities Discharging to Impaired Waters**. Ecology WQC review is required for projects or activities that 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 listedparameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visitEcology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection**. Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscapesettings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

a. Activities in or affecting the following aquatic resources:
    i. 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 forested wetlands and mature forested wetlands.
        - Wetlands in coastal lagoons.
        - Wetlands in dunal systems along the Washington coast.
        - Vernal pools.
        - Alkali wetlands.

    ii. Fens, aspen-dominated wetlands, camas prairie wetlands.

    iii. Category I wetlands.

    iv. Category II wetlands with a habitat score ≥ 8 points.

b. Activities in or resulting in a loss of eelgrass (Zostera marina) beds.

This state general condition does not apply to the following NWPs:
NWP 20 – Response Operations for Oil and Hazardous Substances
NWP 32 – Completed Enforcement Actions
NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the lossof more than 300 linear feet of streambed Ecology WQC review is required to determineif the project meets this programmatic WQC or will require individual WQC.

5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if theproject meets this programmatic WQC or will require individual WQC.

6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resourceswherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatics resources, a mitigation plan 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 aminimum, 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 toward 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, includingcredit/debit methodology, advance mitigation, and other programmatic approaches 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.

7. **Stormwater Pollution Prevention**. All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoiddischarge of pollutants in stormwater runoff to waters.

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 runofffrom impervious surfaces shall be provided.

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

8. **Application**. For projects or activities that will require Ecology WQC review, or anindividual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).

b. List of all federal, state or local agency authorizations required to be used for anypart of the proposed project or any related activity.

c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of the state. Wetland delineations must be prepared in accordance with thecurrent 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.

d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See stategeneral condition 5.

e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification** (WQC) for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

Ecology Section 401 Water Quality Certification – Granted with conditions.

1. Ecology WQC review is required if the project or activity is in a known contaminatedor cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.

2. Ecology individual WQC is required for projects or activities authorized under thisNWP if:
    a. The project or activity directly impacts ½ acre or more of tidal waters; or
    b. The project or activity affects ½ acre or more of wetlands; or
    c. The project or activity is a mitigation bank or an advance mitigation site.

Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):

On behalf of the 28 tribes that do not have treatment in a similar manner as a state and for exclusive federal jurisdiction lands located within the state of Washington, EPA Region 10 has determined that CWA Section 401 WQC for the following proposed NWPs is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWPs will comply with water quality requirements, as defined at 40 C.F.R. § 121.1(n), subject to the following conditions pursuant to CWA Section 401(d).

General Conditions:

EPA General Condition 1 – Aquatic Resources of Special Concern

Activities resulting in a point source discharge in the following types of aquatic resources of special concern shall request an individual project-specific CWA Section 401 WQC: mature forested wetlands; bogs, fens and other peatlands; vernal pools; aspen-dominated wetlands; alkali wetlands; camas prairie wetlands; wetlands in dunal systems along the Oregon or Washington Coast; riffle-pool complexes of streams; marine or estuarine mud-flats; salt marshes; marine waters with native eelgrass or kelp beds; or marine nearshore forage fish habitat. To identify whether a project would occur in any of these aquatic resources of special concern, project proponents shall use existing and available information to identify the location and type of resources, including using the U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps, identifying project location on topographical maps, and/or providing on-site determinations as required by the Corps. When a project requires a Pre-Construction Notification (PCN) to the Corps, project proponents shall work with the Corps to identify whether the project is in any of these specific aquatic resources of special concern.

EPA General Condition 2 – Soil Erosion and Sediment Controls

Turbidity shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units (NTU) above background instantaneously or more than 25 NTU above background for more than ten consecutive days.[8] Projects or activities that are expected to exceed these levels require an individual project-specific CWA Section 401 WQC.

The turbidity standard shall be met at the following distances from the discharge:

Wetted Stream Width at Discharge Point	Approximate Downstream Point to Sample to Determine Compliance
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
Lake, Pond, Reservoir	Lesser of 100 feet or maximum surface distance

For Marine Water	Point of Compliance for Temporary Area of Mixing
Estuaries or Marine Waters	Radius of 150 feet from the activity causing the turbidity exceedance

Measures to prevent and/or reduce turbidity shall be implemented and monitored prior to, during, and after construction. Turbidity monitoring shall be done at the point of compliance within 24 hours of a precipitation event of 0.25 inches or greater. During monitoring and maintenance, if turbidity limits are exceeded or if measures are identified as ineffective, then additional measures shall be taken to come into compliance and EPA shall be notified within 48 hours of the exceedance or measure failure.

EPA General Condition 3 - Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions

For land disturbances during construction that 1) disturb one or more acres of land, or 2) will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land, the permittee shall obtain and implement Construction Stormwater General Permit requirements,[9] including:

1. The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP)[10] and submit it to EPA Region 10 and appropriate Corps District; and
2. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration shall be implemented.

EPA General Condition 4 – Projects or Activities Discharging to Impaired Waters

Projects or activities are not authorized under the NWPs if the project will involve point source discharges into an active channel (e.g., flowing or open waters) of a water of the U.S. listed as impaired under CWA Section 303(d) and/or if the waterbody has an approved Total Maximum Daily Load (TMDL) and the discharge may result in further exceedance of a specific parameter (e.g., total suspended solids, dissolved oxygen, temperature) for which the waterbody is listed or has an approved TMDL. The current lists of impaired waters of the U.S. under CWA Section 303(d) and waters of the U.S. for which a TMDL has been approved are available on EPA Region 10's web site at: https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10.

EPA General Condition 5 – Notice to EPA

All project proponents shall provide notice to EPA Region 10 prior to commencing construction activities authorized by a NWP. This will provide EPA Region 10 with the opportunity to inspect the activity for the purposes of determining whether any discharge from the proposed project will violate this CWA Section 401 WQC. Where the Corps requires a PCN for an applicable NWP, the project proponent shall also provide the PCN to EPA Region 10. EPA Region 10 will provide written notification to the project proponent if the proposed project will violate the water quality certification of the NWP.

EPA General Condition 6 – Unsuitable Materials

The project proponent shall not use wood products treated with leachable chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol), which result in a discharge to waters of the U.S., unless the wood products meet the following criteria:

1. Wood preservatives and their application shall be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
2. Use of chemically treated wood products shall follow the Western Wood Preservatives Institute (WWPI) guidelines and BMPs to minimize the preservative migrating from treated wood into the aquatic environment;
3. For new or replacement wood structures, the wood shall be sealed with non-toxic

products such as water-based silica or soy-based water repellants or sealers to prevent or limit leaching. Acceptable alternatives to chemically treated wood include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and

4. All removal of chemically treated wood products (including pilings) shall follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

EPA NWP Specific Conditions:
NWP 27 is conditionally certified, subject to the general conditions listed above, except that an individual project-specific WQC is required when the project:

1. Involves dam removal; or
2. Involves greater than 1 acre of impacts to waters of the U.S.; or
3. Would impact greater than 500 linear feet of waters of the U.S.; or
4. Involves greater than 1/2 acre of impacts to tidal wetlands or waters.

Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):
WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

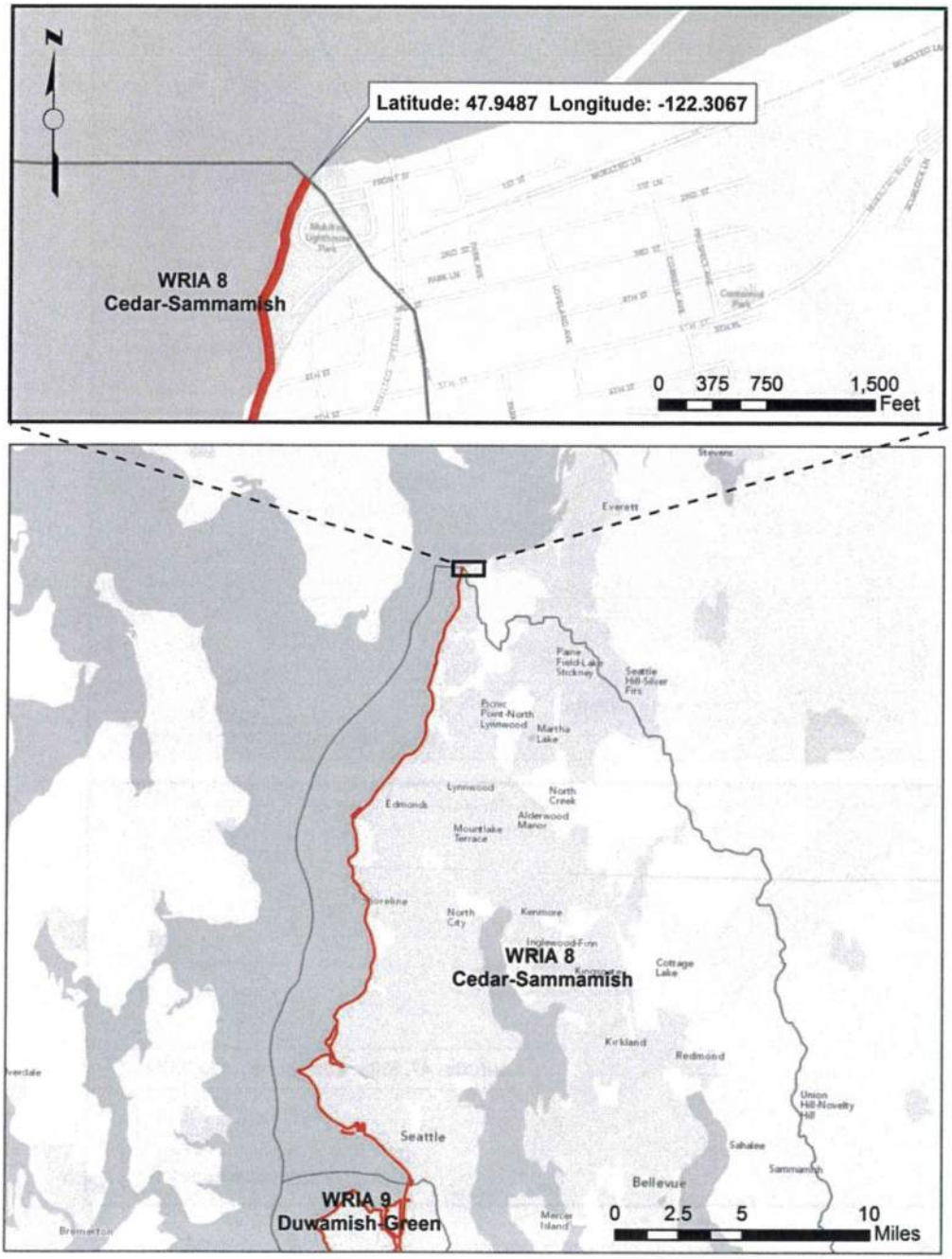
F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

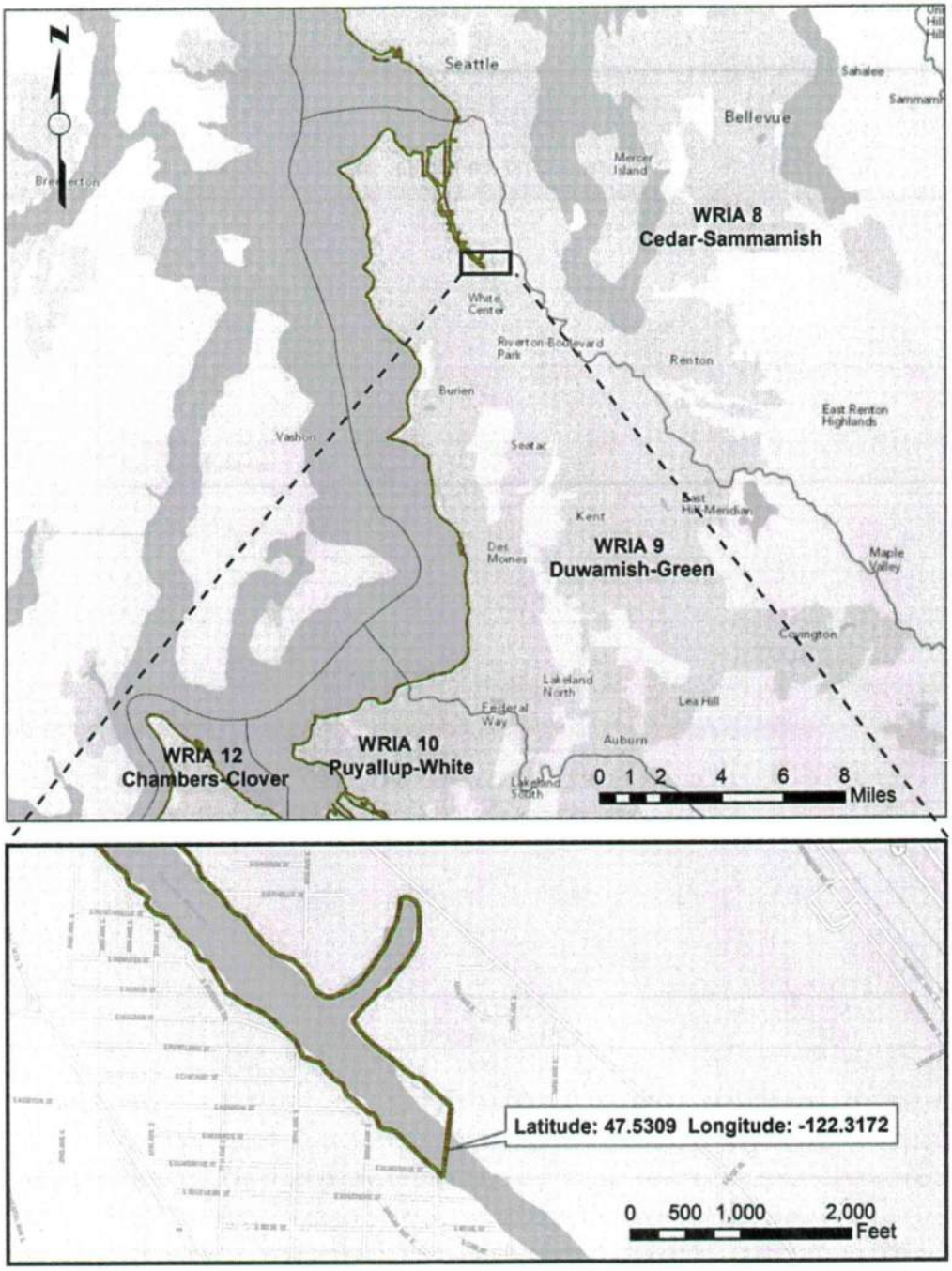
CZM Federal Consistency Response – Concur with Conditions.

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

Seattle District Regional General Conditions - Figures
Figure 1: RGC 3 - WRIAs 8, 9, 10, 11, and 12
a. WRIA 8



b. WRIA 9


N
Seattle
Bellevue
Sahalee
Mercer Island
WRIA 8
Cedar-Sammamish
White Center
Riverton-Boulevard Park
Renton
Burien
East Renton Highlands
Vashon
SeaTac
Kent
Des Moines
WRIA 9
Duwamish-Green
Maple Valley
Covington
Lakeland North
Lea Hill
Federal Way
Auburn
WRIA 12
Chambers-Clover
WRIA 10
Puyallup-White
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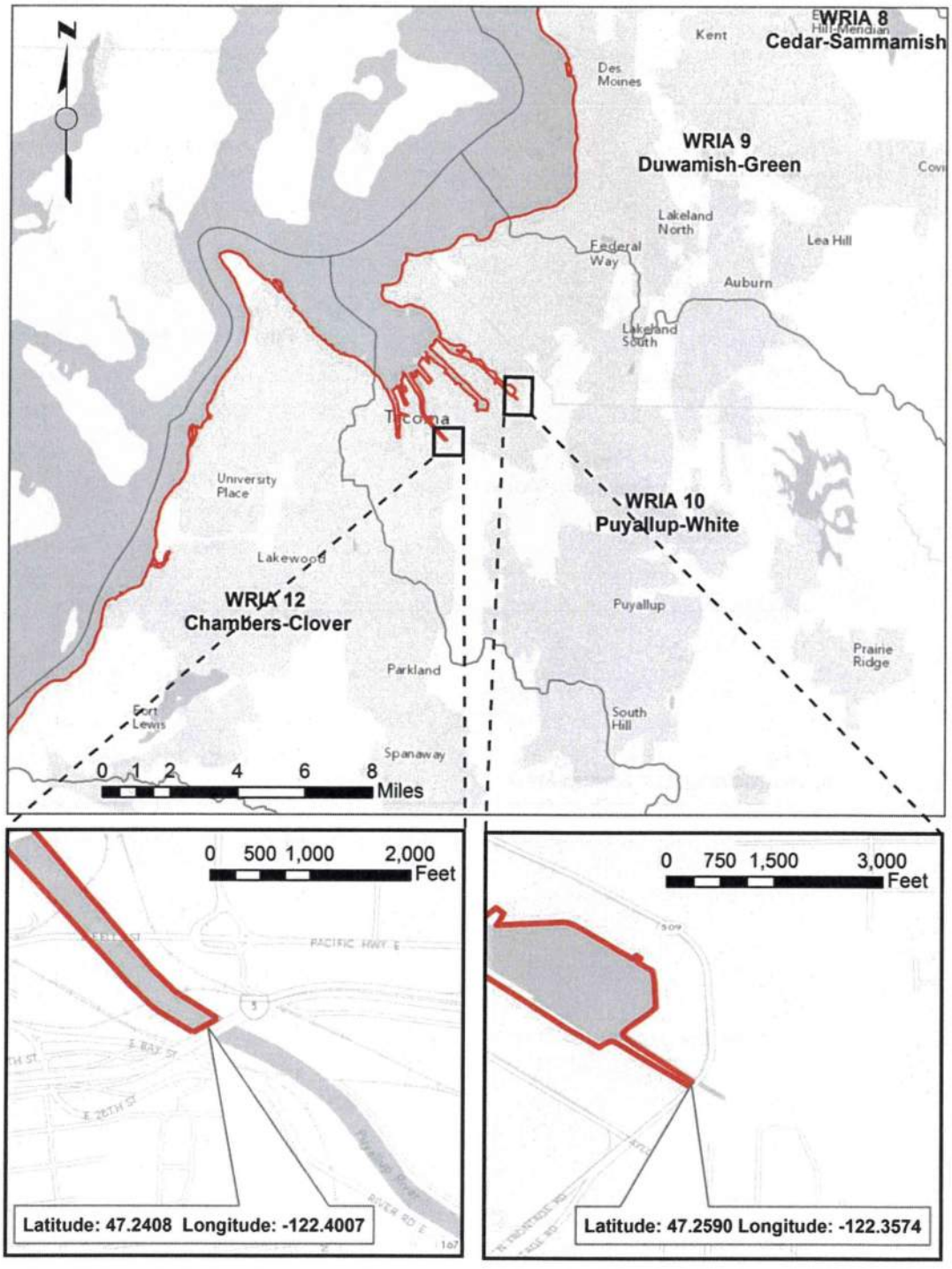
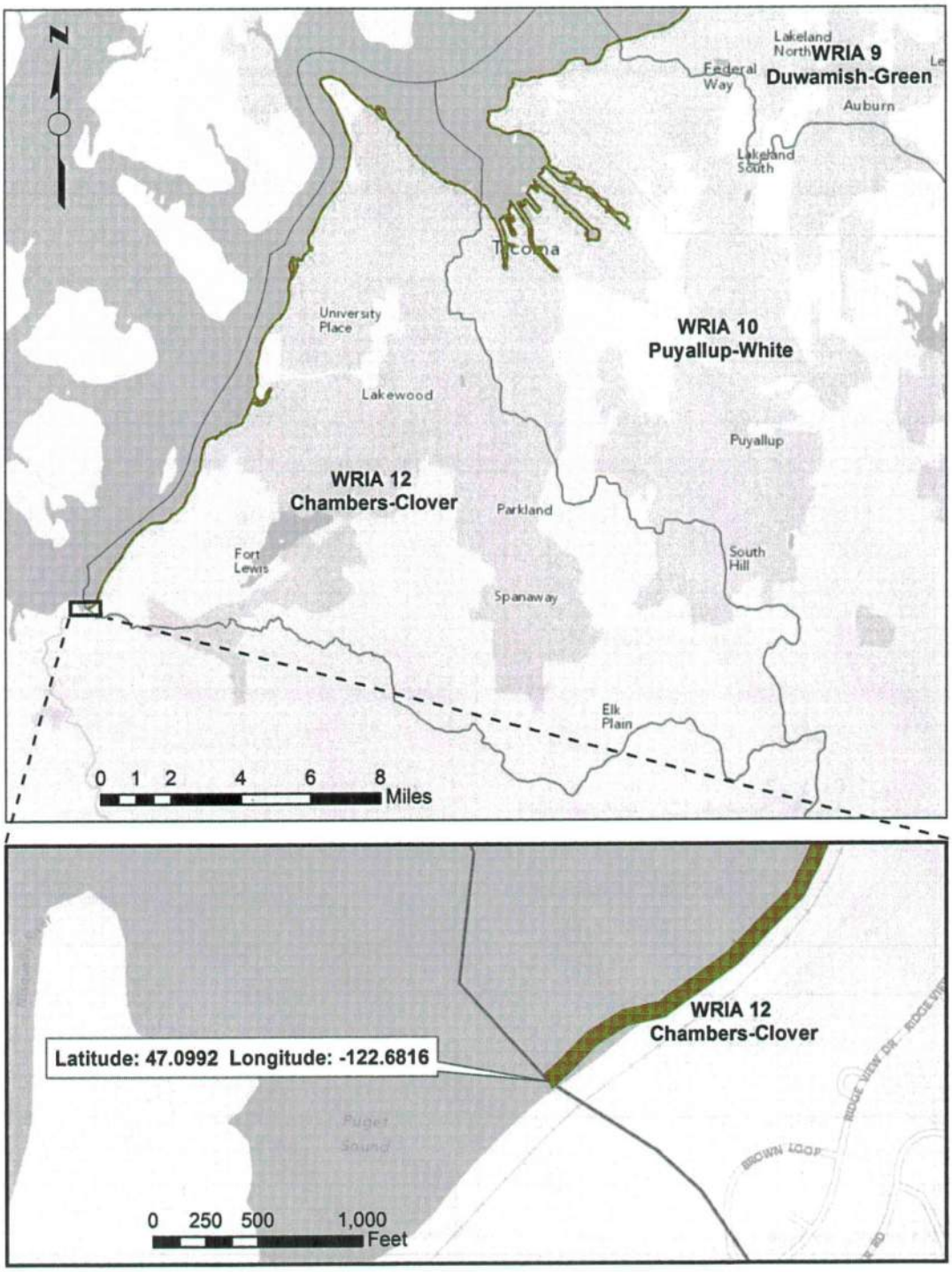
0 500 1,000 2,000
Feet

c. WRIA 10


N
WRIA 8
Cedar-Sammamish
Kent
Des Moines
WRIA 9
Duwamish-Green
Lakeland North
Lea Hill
Federal Way
Auburn
Lakeland South
Tacoma
University Place
WRIA 10
Puyallup-White
Lakewood
WRIA 12
Chambers-Clover
Puyallup
Prairie Ridge
Parkland
South Hill
Fort Lewis
Spanaway
0 1 2 4 6 8 Miles
0 500 1,000 2,000 Feet
Latitude: 47.2408 Longitude: -122.4007
0 750 1,500 3,000 Feet
Latitude: 47.2590 Longitude: -122.3574

d. WRIA 12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Lakeland North
WRIA 9
Duwamish-Green
Federal Way
Auburn
Lakeland South
Tacoma
University Place
WRIA 10
Puyallup-White
Lakewood
Puyallup
WRIA 12
Chambers-Clover
Parkland
Fort Lewis
South Hill
Spanaway
Elk Plain
0 1 2 4 6 8
Miles
WRIA 12
Chambers-Clover
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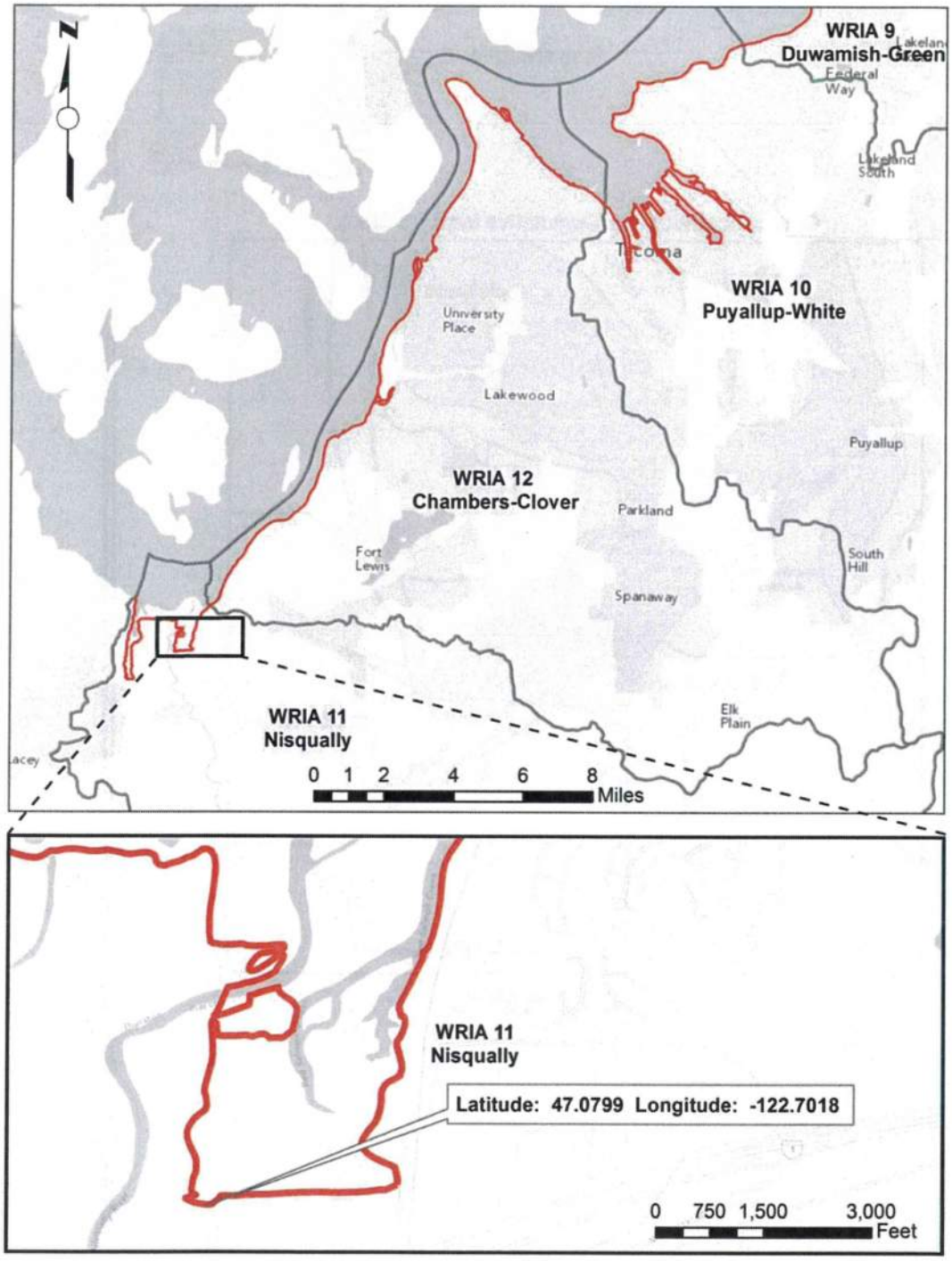
Puget Sound
BROWN LOOP
0 250 500 1,000
Feet

e. WRIA 11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WRIA 9
Duwamish-Green
Federal Way
Lakeland South
Tacoma
WRIA 10
Puyallup-White
University Place
Lakewood
Puyallup
WRIA 12
Chambers-Clover
Parkland
Fort Lewis
South Hill
Spanaway
Elk Plain
WRIA 11
Nisqually
0 1 2 4 6 8
Miles
WRIA 11
Nisqually
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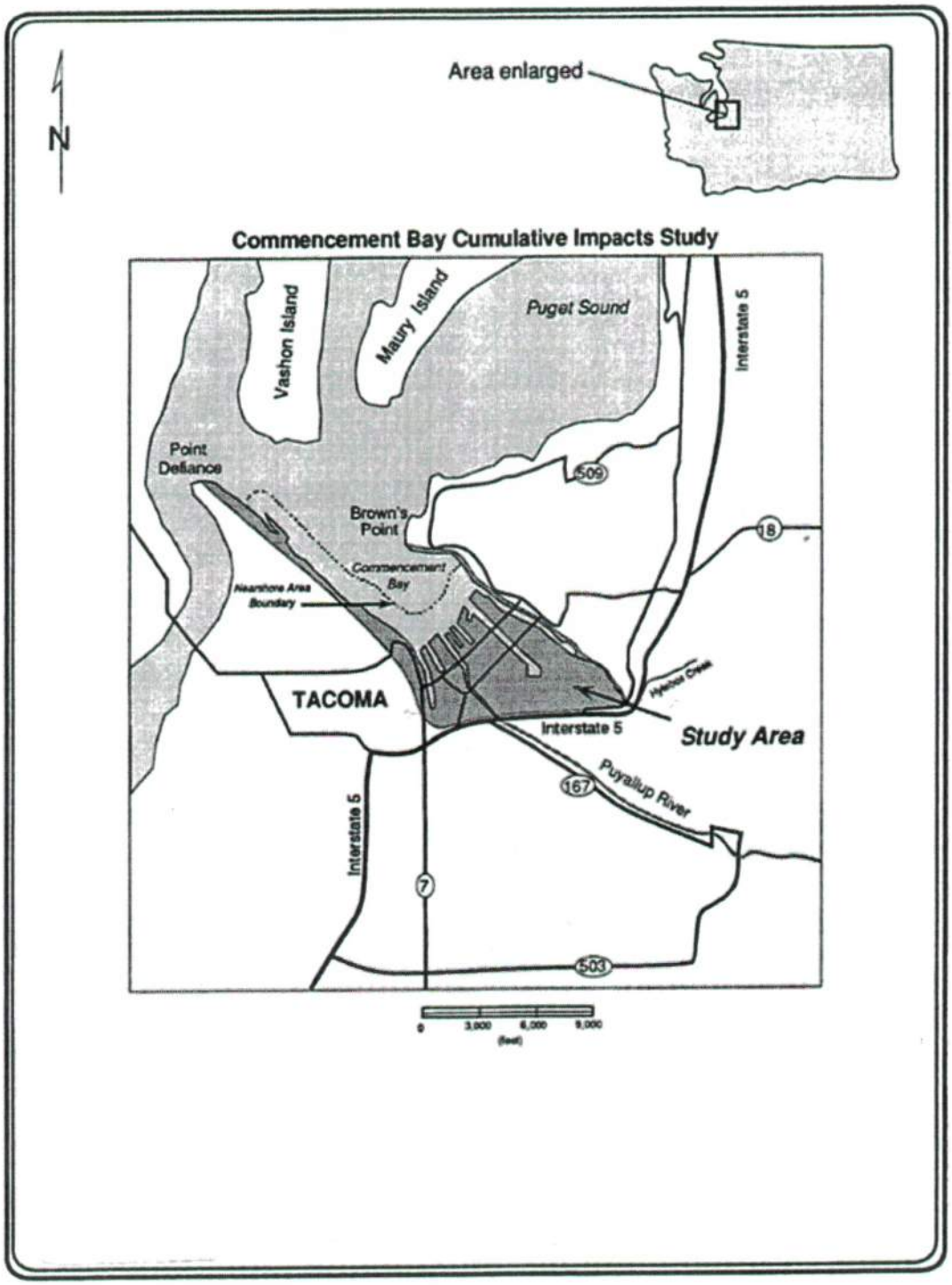
0 750 1,500 3,000
Feet

Figure 2. RGC 4 - Commencement Bay Study Area



US Army Corps of Engineers ®
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

Permit Number: NWS-2020-1147

Name of Permittee: Lewis County Public Works

Date of Issuance: November 28, 2022

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 email or mailing address:

NWS.Compliance@usace.army.mil OR

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

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

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

Date work complete: _____

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

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

Date work complete: _____ ☐ N/A

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

☐ Provide phone number/email for scheduling site visits (must have legal authority to grant property access).

Printed Name: _____

Phone Number: _____ Email: _____

Printed Name: _____

Signature: _____

Date: _____

Report for Mitigation Work Completion

Immediately upon completion of the plantings, submit this form to:
U.S. Army Corps of Engineers, Regulatory Branch, P.O. Box 3755, Seattle, WA 98124-3755

Corps' Reference Number: NWS-2020-1147

Date the Corps Issued Your Permit: November 28, 2022

Date this Report is Due: _____

Your Name: _____

Your Address: _____

Your City/State/Zip Code: _____

Your Phone Number and Email: _____ _____

You must attach to this form: 1) As-built drawing of planting area(s), and

2) Photographs of the planting area(s)

Date mitigation was completed: _____

Describe any changes from the approved mitigation plan:

Name of Species You Planted	Number Planted
Total Planted:	

If there are multiple sites, fill out a separate table for each planting area.

HYDRAULIC PROJECT APPROVAL

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

Issued Date: December 22, 2020
Project End Date: September 30, 2025

Permit Number: 2020-5-111+01
FPA/Public Notice Number: N/A
Application ID: 23708

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

Project Name: Kruger Road MP 1.20 (MF Newaukum Tributary) Culvert Replacement – CMP 1904

Project Description: The project proposes to replace two 3.5-foot by 5-foot squash pipes 41-feet in length with a fish-passable 21-foot wide by 11-foot tall by 43-foot long precast split box culvert. Additional construction will include the placement and removal of a temporary bypass road; the regrade of approximately 230 feet of channel; excavation of pools; placement of streambed within the culvert and channel regrade area; and placement of large woody debris (LWD).

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project on June 15, 2021 and you must complete the project by September 30, 2025.

Work below the Ordinary High Water line shall only occur between June 15 and September 30.

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

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

NOTIFICATION REQUIREMENTS

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

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

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

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

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

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

14. 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.

15. 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.

IN-WATER WORK AREA ISOLATION USING BLOCK NETS

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

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

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

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

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

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

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

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

23. Design the temporary bypass to minimize the length of the dewatered stream channel.

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

25. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.

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

Issued Date: December 22, 2020
Project End Date: September 30, 2025

Permit Number: 2020-5-111+01
FPA/Public Notice Number: N/A
Application ID: 23708

26. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following:
a) Perforated plate: 0.094 inch (maximum opening diameter);
b) Profile bar: 0.069 inch (maximum width opening); or
c) Woven wire: 0.087 inch (maximum opening in the narrow direction).
The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.

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

FISH LIFE REMOVAL

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

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

CULVERT

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

31. The authorized culvert is a Stream Simulation design.

32. The length of the culvert must not exceed 43 feet. The approved culvert size is 21' wide, 11' tall.

33. 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. This criterion applies through the full length of the culvert.

34. Size streambed material to mimic the stream’s natural gradation as found in nearby reference channel reaches. Angular rock is not permitted within the channel or culvert.

35. 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.

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

37. 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

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

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

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

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

42. 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.

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

HYDRAULIC PROJECT APPROVAL

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

Issued Date: December 22, 2020
Project End Date: September 30, 2025

Permit Number: 2020-5-111+01
FPA/Public Notice Number: N/A
Application ID: 23708

LOCATION #1:	Site Name: Kruger Road MP 1.20 (Middle Fork Tributary) Kruger Road MP 1.20 , Onalaska, WA 98570					
WORK START:	June 1, 2022			WORK END:	September 30, 2027	
WRIA		Waterbody:			Tributary to:	
23 - Upper Chehalis - Upstream of Porter		Unknown Stream Number			Unknown	
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
NW 1/4	18	13 N	01 E	46.609993	-122.729936	Lewis
Location #1 Driving Directions						
From I-5, take exit 71 toward Napavine. Turn left onto Forest Road and follow for about 150 feet then turn right onto E Forest Napavine Road, following for another 1.6 miles to the end. Turn right onto Jackson Highway, follow for 0.4 miles, and turn left onto Middle Fork Road. Follow for 5.8 miles and turn left onto Kruger Road. The destination is in approximately 1.2 miles.						

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.

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.

HYDRAULIC PROJECT APPROVAL

Issued Date: December 22, 2020
Project End Date: September 30, 2025

Permit Number: 2020-5-111+01
FPA/Public Notice Number: N/A
Application ID: 23708

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

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.

HYDRAULIC PROJECT APPROVAL

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

Issued Date: December 22, 2020
Project End Date: September 30, 2025

Permit Number: 2020-5-111+01
FPA/Public Notice Number: N/A
Application ID: 23708

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.

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

APPENDIX E

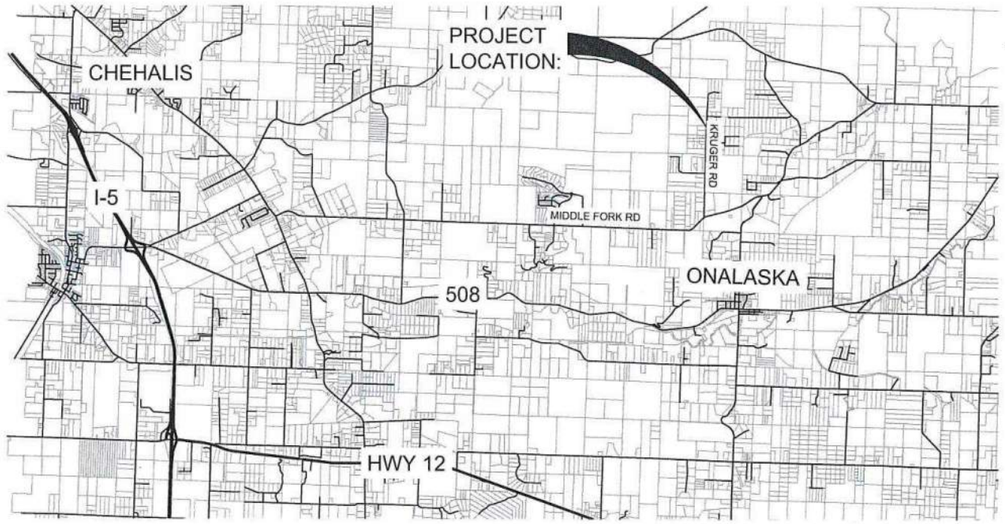
CONTRACT PLANS

TRAFFIC CONTROL PLANS

SEC. 18, T13N, R01E

KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT, CMP 1904

LEWIS COUNTY PUBLIC WORKS



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

Sheet List Table		
SHEET #	**SHEET ID**	**SHEET TITLE**
1	C-001	COVER SHEET
2	C-002	LEGEND
3	C-101	SITE PREP AND TESC PLAN 1
4	C-102	SITE PREP AND TESC PLAN 2
5	C-103	BYPASS ROAD PLAN AND PROFILE
6	C-104	SITE PREP AND TESC DETAILS
7	C-201	STREAM PLAN AND PROFILE
8	C-202	CULVERT DETAILS
9	C-203	STREAM DETAILS
10	C-301	ROADWAY PLAN AND PROFILE 1
11	C-302	ROADWAY PLAN AND PROFILE 2
12	C-303	ROADWAY SECTIONS
13	C-304	PROJECT CROSS SECTIONS
14	C-401	PLANTING PLAN 1
15	C-402	PLANTING PLAN 2
16	C-403	PLANTING NOTES AND DETAILS

CONTACT INFORMATION:

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

CONTACT:
RODNEY LAKEY
SENIOR DESIGN ENGINEER
E-MAIL: RODNEY.LAKEY@LEWISCOUNTYWA.GOV

CIVIL ENGINEER:
PBS ENGINEERING + ENVIRONMENTAL
22833 SE BLACK NUGGET ROAD, SUITE 140
ISSAQUAH, WA 98029
PHONE: (425) 654-8775
FAX: (866) 727-0140

DUSTIN COOLEY, PE
PROJECT MANAGER
E-MAIL: DUSTIN.COOLEY@PBSUSA.COM

CRAIG BUITRAGO, P.E.
CIVIL ENGINEER
E-MAIL: CRAIG.BUITRAGO@PBSUSA.COM

PAUL BESKOW, P.E.
PROJECT ENGINEER
E-MAIL: PAUL.BESKOW@PBSUSA.COM

ROBERT PHIPPS, PLA, PWS, ISA-CA
SENIOR LANDSCAPE ARCHITECT
PROFESSIONAL WETLAND SCIENTIST
CERTIFIED ARBORIST
E-MAIL: ROBERT.PHIPPS@PBSUSA.COM

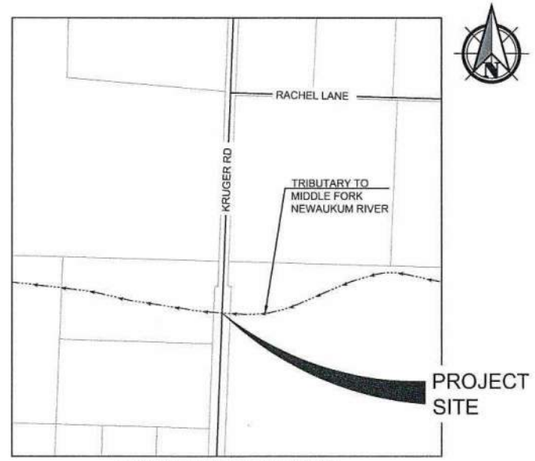
COMMISSIONERS:

SEAN SWOPE, EDNA FUND, DISTRICT 1
DR. LINDSEY R. POLLOCK, DVM, DISTRICT 2
SCOTT J. BRUMMER, DISTRICT 3

SURVEY CONTROL:
HORIZONTAL DATUM: WASHINGTON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE, NAD 1983/91, RTK METHOD

VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88)

BASIS OF BEARING: WASHINGTON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE, NAD 1983/91



SITE LOCATION MAP
SCALE: 1" = 300' (@ 22X34)

LEWIS COUNTY
DEPARTMENT OF PUBLIC WORKS
APPROVED FOR CONSTRUCTION:
Assistant County Engineer — Date 5/1/23

100% SUBMITTAL

PBS Engineering and Environmental Inc.
1180 NW Maple St. Ste 160
Issaquah WA 98027
425.654.8775
pbsusa.com

PBS

COVER SHEET FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

811 Know what's below. Call before you dig.

PAUL CHARLES BESKOW — STATE OF WASHINGTON — 21601 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED: PCB (C-001 ONLY)
CHECKED: PCB (C-001 ONLY)
FEB 2023 (C-001 ONLY)
45013.006
SHEET ID
C-001
SHEET 1 OF 16

SEC. 18, T13N, R01E

Existing Linetype Legend

- Existing Right-of-way
- Existing Edge of Pavement
- Existing Centerline
- Existing Lot Line
- Existing Contour
- Existing Flow Line
- Existing Culvert
- Existing Edge of Shoulder
- Existing Telephone Line
- Existing Overhead Power
- Existing Water Line
- Existing Fence
- Existing Building
- Existing Ordinary High Water
- Existing Wetland Boundary
- Area Of Potential Effect

Proposed/Future Linetype Legend

- Proposed Coated Chain Link Fence
- Proposed Edge Of Pavement
- Proposed Centerline
- Proposed Guardrail
- Proposed Contour
- Proposed Flow Line
- Proposed Sawcut Line
- Proposed Edge of Shoulder
- Proposed Paint Stripe
- Proposed Lath with Rag Tape
- Proposed Cut Limit
- Proposed Fill Limit
- Proposed Clear and Grub Limit
- Proposed Straw Wattles
- Proposed High Visibility Silt Fence

Symbol Legend

- Proposed Flow Arrow
- Existing Flow Arrow
- Existing Sign
- Existing Deciduous Tree
- Existing Coniferous Tree
- Existing Fence Post
- Existing Power Pole
- Bypass Culvert Pipe
- Removed Deciduous Tree
- Removed Coniferous Tree

Abbreviation Legend

Acres	AC	Maximum	MAX
Bottom of Foundation	BOF	Minimum	MIN
Catch Basin	CB	Number	No. or #
Cubic Feet	CF	On Center	O.C.
Centerline	℄	Ordinary High Water	OHW
Compaction	COMP	Overhead Power	OHP
Concrete	CONC	Point Of Curve	PC
Construction	CONST	Point Of Tangent	PT
Corrugated Metal Pipe	CMP	Point Of Vertical Intersection	PVI
Cubic Yard	CY	Right Of Way	ROW
Diameter	DIA	Sheet	SHT
Edge Of Pavement	EOP	Station	STA
Elevation	EL	Standard	STD
Existing	EXIST	Storm	STM
Finished Grade	FG	Telephone	TEL
Invert Elevation	IE	Temporary	TEMP
Large Woody Debris	LWD	Top Of Wall	TOW
		Typical	TYP
		Washington Department Of Fish And Wildlife	WDFW

Hatching Legend

- Existing Wetland
- Existing Ground
- Existing Hot Mixed Asphalt
- Proposed Shoulder
- Proposed Crushed Surfacing Top Course
- Proposed Crushed Surfacing Base Course
- Proposed Hot Mixed Asphalt
- Proposed Streambed Mix
- Proposed Construction Entrance
- Proposed Concrete
- Proposed Select Borrow
- Proposed Common Borrow
- Proposed Gravel Backfill
- Proposed Bypass Road
- Proposed Soil Section
- Proposed Plastic For Cofferdam

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LEGEND FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

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SHEET ID	C-002

SHEET 2 OF 16

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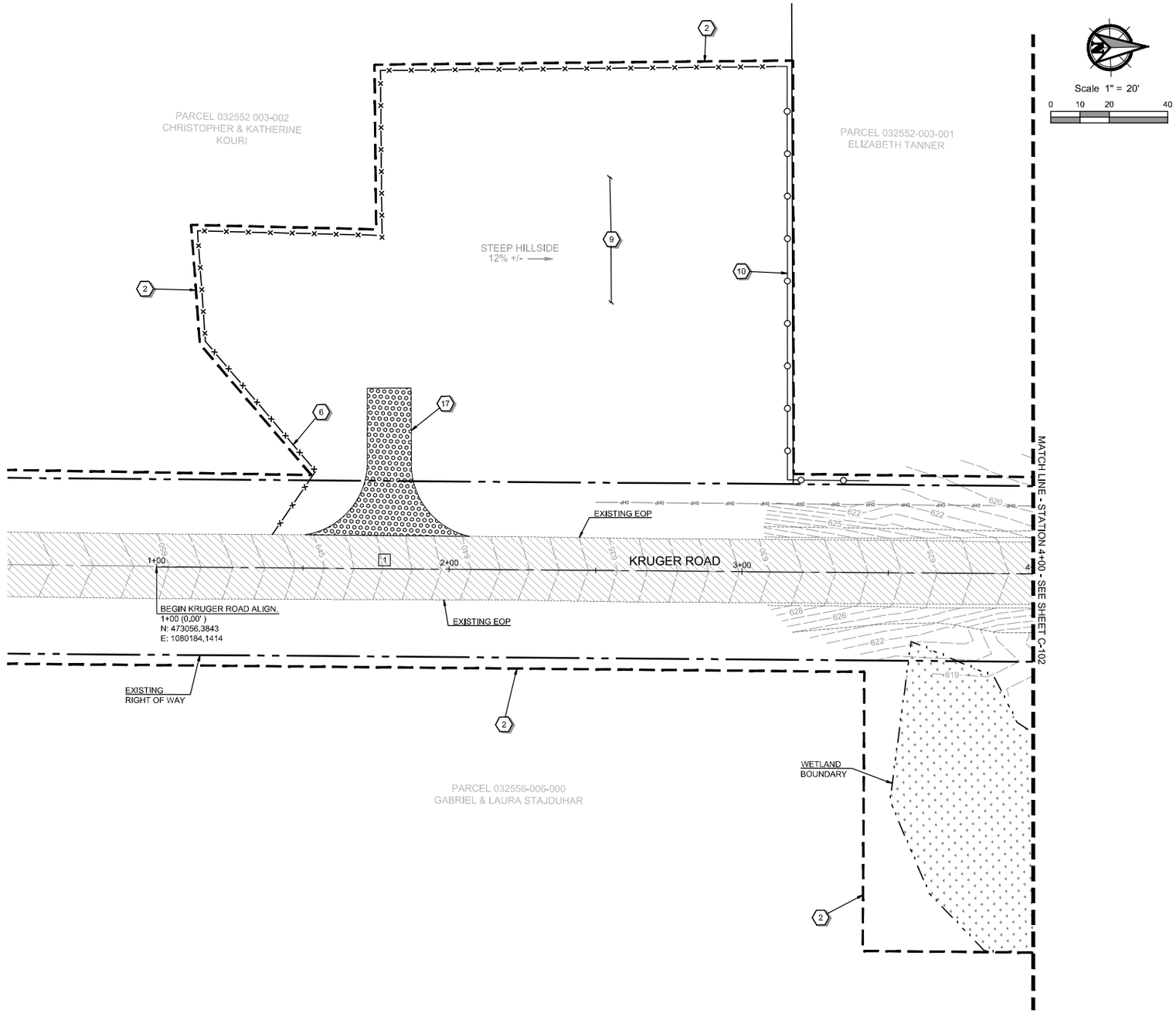
CONSTRUCTION PLAN NOTES:

2. AREA OF POTENTIAL EFFECT
6. INSTALL 4' x 1-1/2" x 1/2" LATH WITH RAG TAPE, 10' O.C. (BY LEWIS COUNTY)
9. STAGING AND STOCKPILING AREA
10. HIGH VISIBILITY SILT FENCE. J-HOOK AT ENDS FOR EROSION CONTROL
17. STABILIZED CONSTRUCTION ENTRANCE (AS NEEDED)

KRUGER ROAD CENTERLINE ALIGNMENT DATA

CENTERLINE LINE DATA		
#	Length	Direction
1	365.00	N02° 10' 17"E



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SITE PREP AND TESC PLAN 1 FOR:

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LEWIS COUNTY, WASHINGTON

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C-101

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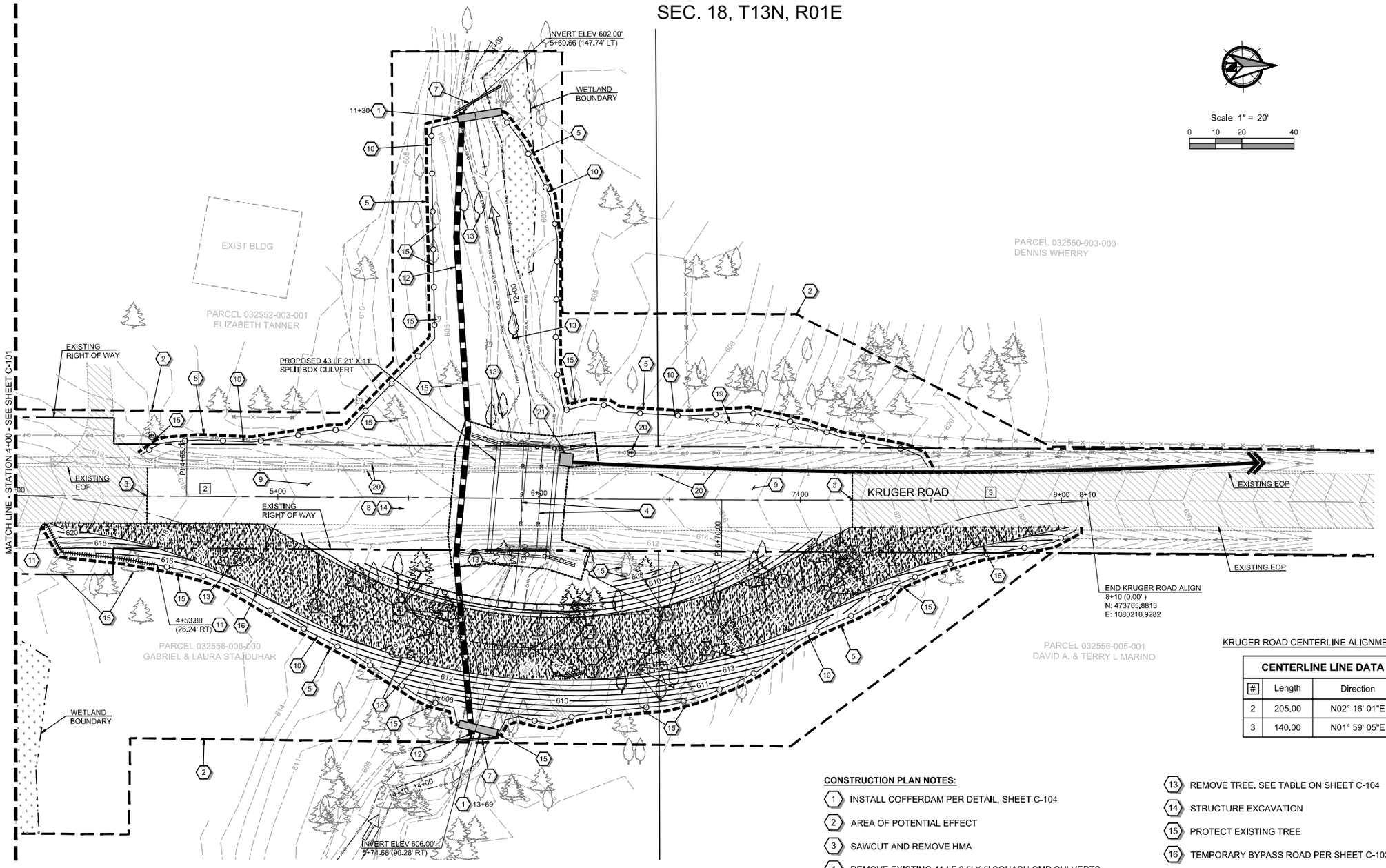

KRUGER ROAD CENTERLINE ALIGNMENT DATA

CENTERLINE LINE DATA		
#	Length	Direction
2	205.00	N02° 16' 01"E
3	140.00	N01° 59' 05"E

GENERAL NOTES

1. CONTRACTOR TO ENSURE THAT GRAVITY FED BYPASS GOES UNDER THE ECOLOGY BLOCK WALL. SEE SHEET C-104 FOR DETAILS

CONSTRUCTION PLAN NOTES:

1. INSTALL COFFERDAM PER DETAIL, SHEET C-104
2. AREA OF POTENTIAL EFFECT
3. SAWCUT AND REMOVE HMA
4. REMOVE EXISTING 41 LF 3.5' X 5' SQUASH CMP CULVERTS
5. CLEAR AND GRUB LIMIT. CLEARING ONLY 2-FT BEYOND SILT FENCE
7. INSTALL WDFW APPROVED FISH EXCLUSION SCREEN AT 45° ANGLE TO CHANNEL
8. EXCAVATE TO SUBGRADE FOR PROPOSED BOX CULVERT AND WINGWALL FOUNDATIONS
9. STAGING AND STOCKPILING AREA
10. HIGH VISIBILITY SILT FENCE. J-HOOK AT ENDS FOR EROSION CONTROL
11. INSTALL WATTLES
12. 24" GRAVITY FED BYPASS (APPROXIMATE LOCATION SHOWN - ADJUST TO SUIT CONSTRUCTION SEQUENCING)
13. REMOVE TREE. SEE TABLE ON SHEET C-104
14. STRUCTURE EXCAVATION
15. PROTECT EXISTING TREE
16. TEMPORARY BYPASS ROAD PER SHEET C-103
18. PROTECT EXISTING POWER POLE
19. REMOVE AND REPLACE EXISTING FENCE
20. SEE UTILITIES SPECIAL PROVISIONS
21. CONSTRUCTION DEWATERING PUMP AND LINE (DISCHARGE 200' MIN FROM PROJECTS LIMITS WITHIN GRASS LINED DITCH IN RIGHT OF WAY)
22. ECOLOGY BLOCK WALL PER DETAIL, SHEET C-104

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SITE PREP AND TESC PLAN 2 FOR:
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SHEET	4 OF 16

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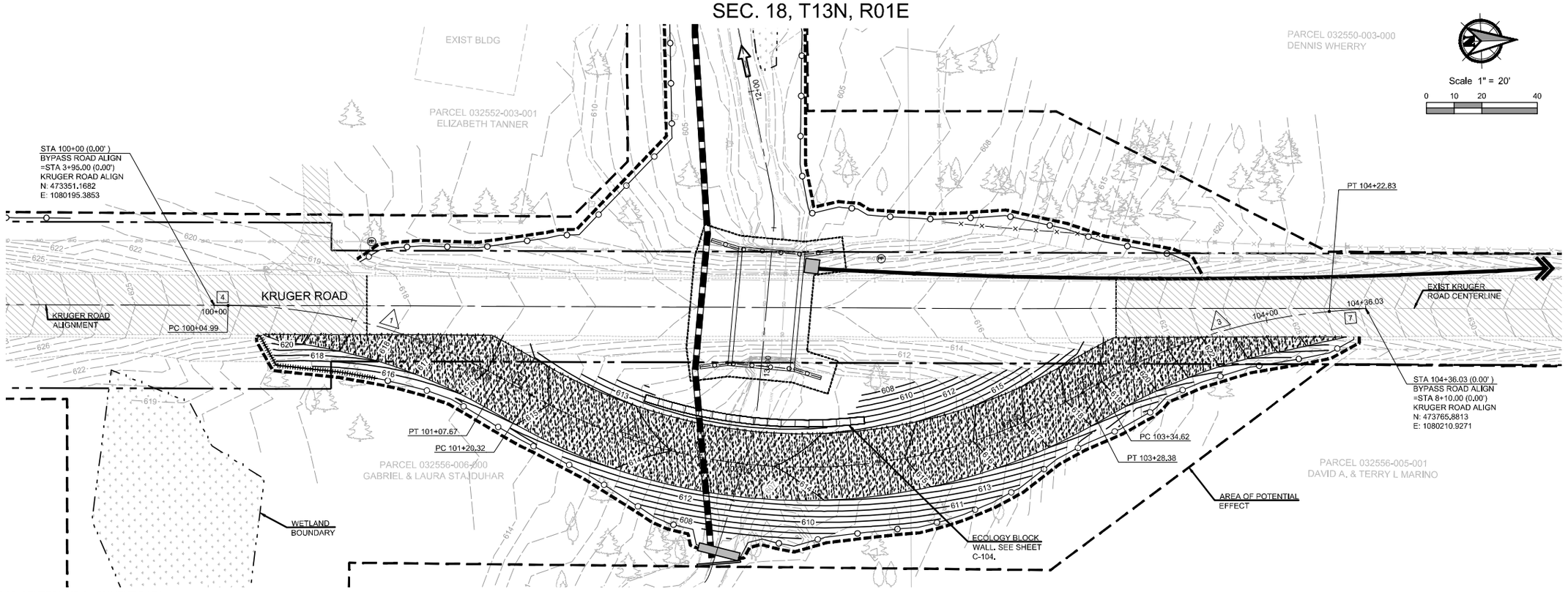
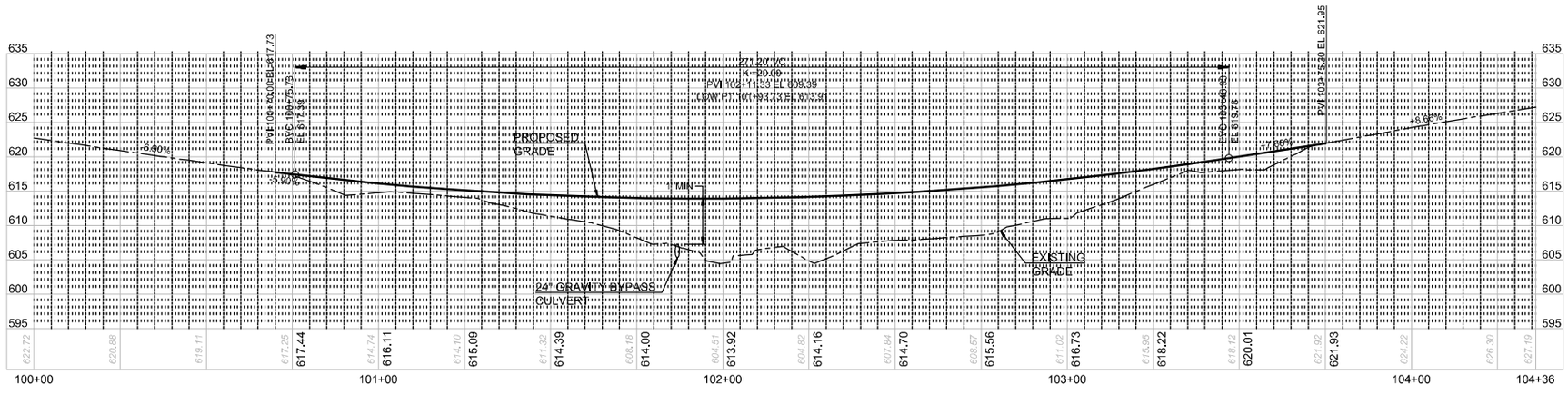


BYPASS ROAD CENTERLINE ALIGNMENT DATA

CENTERLINE LINE DATA		
#	Length	Direction
4	4.99	N02° 08' 52"E
5	12.65	N31° 33' 45"E
6	6.24	N28° 02' 31"W
7	13.20	N02° 46' 21"W

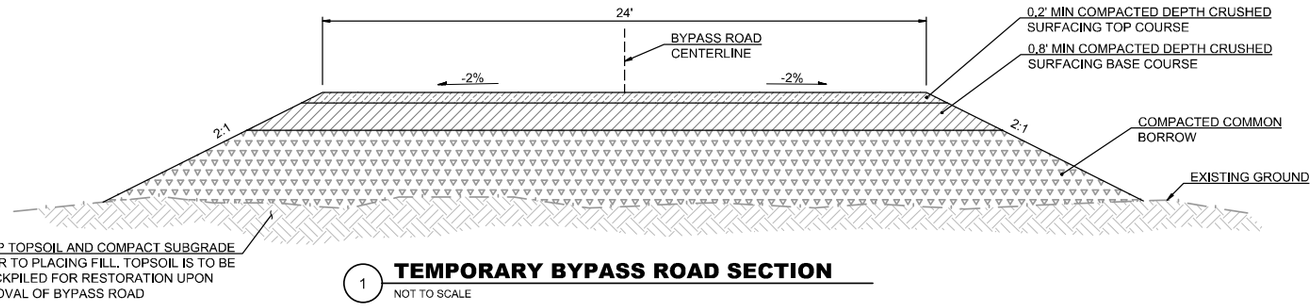
CENTERLINE CURVE DATA				
#	Δ	R	L	T
1	29°24'53"	200	102.68	52.50
2	59°36'15"	200	208.06	114.55
3	25°16'09"	200	88.21	44.83



PROFILE SCALE:
HORIZ: 1" = 20'
VERT: 1" = 10'

GENERAL NOTES:

1. THE DESIGN SPEED FOR THE TEMPORARY BYPASS ROAD IS 20 MPH. WITH TEMPORARY LIGHTING THE BYPASS ROAD DESIGN SPEED IS 25 MPH.



1 **TEMPORARY BYPASS ROAD SECTION**
NOT TO SCALE

TEMPORARY BYPASS ROAD NOTES:

1. CONSTRUCT EMBANKMENT WITH COMMON BORROW IN AREAS WHERE FILL DEPTHS ARE GREATER THAN 1.0'

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BYPASS ROAD PLAN AND PROFILE FOR:
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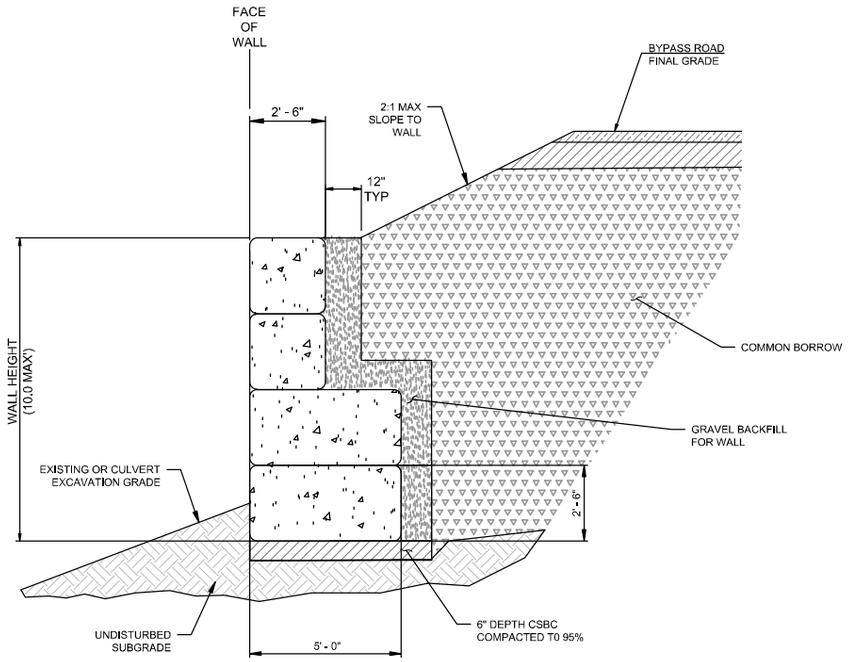
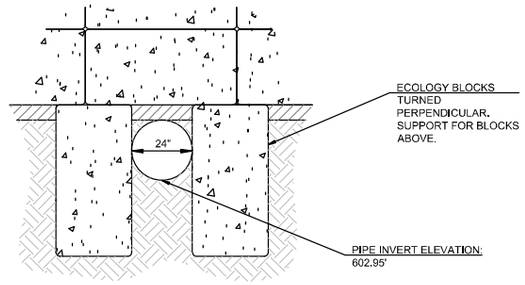


1 **ECOLOGY BLOCK WALL DETAIL**
NTS

GENERAL ECOLOGY BLOCK WALL DETAIL NOTES

1. BASIS OF DESIGN FOR BLOCK WALL IS ECOLOGY BLOCK. BLOCKS ARE ASSUMED TO BE H=2.5' X W=2.5' X L=5'
2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS & VERIFY SITE CONDITIONS MATCH DEPICTED DESIGN. FOR REVIEW AND APPROVAL BY THE ENGINEER SEE SPECIAL PROVISIONS FOR FURTHER INFORMATION.
3. WALL CONFIGURATION AS FOLLOWS:
   - 3.1. 1-2 BLOCKS STACKED: PLACE BLOCKS PERPENDICULAR TO TEMPORARY BYPASS ROAD.
   - 3.2. 3 BLOCKS STACKED: TOP TWO PLACED PARALLEL TO TEMPORARY BYPASS ROAD ALIGNMENT. BOTTOM BLOCK PLACED PERPENDICULAR TO ALIGNMENT.
   - 3.3. 4 BLOCKS STACKED: AS SHOWN ABOVE. TOP 2 BLOCKS PLACED PARALLEL TO TEMPORARY BYPASS ROAD ALIGNMENT. BOTTOM BLOCKS PLACED PERPENDICULAR TO ALIGNMENT.



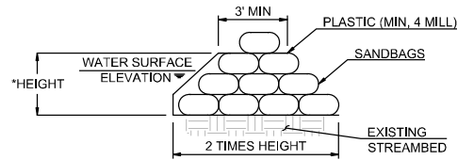
1 **PIPE & BLOCK WALL DETAIL**
NTS

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
5975	TD 12 ALDER	606.78	473530.69	1080093.47
5583	TC 8 CEDAR	619.00	473671.11	1080238.43
5398	TC 30CEDAR	607.08	473541.76	1080228.68
5974	TD 12 ALDER	607.14	473536.71	1080094.80
5483	TD 24 COTTEN	605.64	473560.07	1080271.68
5803	TC 12 DBL CEDAR	621.73	473436.70	1080225.99
5578	TC 18 CEDAR	616.32	473660.62	1080231.89
5770	TD 14 ALDER	608.97	473548.11	1080141.57
5769	TD 10 MAPLE	605.11	473543.14	1080172.16
5513	TD 24ASH	608.68	473584.61	1080248.80
5584	TC 20 CEDAR	620.34	473676.84	1080244.20
5520	TD 8 ALDER	612.56	473640.47	1080232.10
5768	TD 16 MAPLE	606.59	473538.41	1080175.86
5576	TD 20 ALDER	608.15	473513.62	1080259.51
5589	TC 6 FIR	618.29	473688.04	1080234.21
5580	TC 20 CEDAR	618.57	473674.12	1080234.47
5516	TD 16COTTEN	608.12	473585.10	1080278.82
5579	TC 8 CEDAR	617.66	473670.66	1080231.20
5515	TD 6MAPLE	608.58	473582.51	1080264.49
5575	TD 20 DBL ALDER	607.72	473521.29	1080252.27

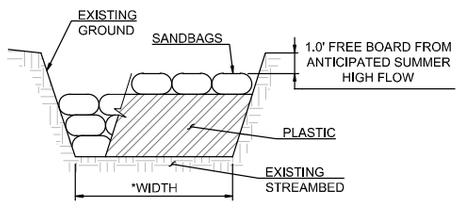
Point Table				
Point #	Raw Description	Elevation	Northing	Easting
5511	TC 18 CEDAR	608.30	473596.09	1080264.73
5574	TC 9 CEDAR	608.04	473519.59	1080249.15
5510	TD 8 COTTEN	608.32	473607.03	1080266.82
5573	TC 6 DBL CEDAR	607.97	473516.78	1080246.00
5509	TD 18 COTTEN	608.84	473605.83	1080268.33
5571	TC 18 CEDAR	609.44	473509.56	1080235.30
5570	TC 40 CEDAR	610.82	473509.88	1080230.40
5568	TD 16 ALDER	609.73	473501.00	1080232.03
5504	TD 14 DBLALDER	609.89	473622.08	1080239.47
5567	TD 16 ALDER	611.04	473491.54	1080235.36
5503	TD 18ALDER	608.28	473607.18	1080238.71
5564	TC 24 CEDAR	611.81	473485.45	1080235.83
5562	TC 16 CEDAR	612.78	473480.02	1080250.37
5560	TC 24 CEDAR	610.16	473501.11	1080263.37
5496	TD 24 ASH	607.49	473574.19	1080233.13
5538	TD 8 COTTON	608.70	473600.12	1080282.29
5536	TD 8 COTTON	608.44	473605.16	1080277.48
5530	TC 16CEDAR	612.07	473626.88	1080261.00
5529	TC 24 MAPLE	612.07	473628.76	1080266.80
5523	TC 10 CEDAR	611.84	473636.05	1080240.30

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
5521	TD 8 ALDER	611.54	473637.16	1080235.79
5508	TD 18 COTTEN	609.05	473610.32	1080271.84
5501	TC 12 CEDAR	607.88	473595.73	1080236.48
5495	TC 24CEDAR	607.33	473575.64	1080247.46
5494	TC 14CEDAR	607.18	473571.82	1080248.28
5492	TC 16 CEDAR	607.34	473567.28	1080245.69
5491	TC 6 CEDAR	607.03	473565.79	1080249.12
5490	TD 18MAPLE	607.57	473567.78	1080252.52
5488	TD 8ASH	607.78	473578.67	1080264.62
5486	TD 6 ASH CLP	608.07	473568.88	1080264.99
5484	TC 16 CEDAR	605.07	473563.70	1080272.60

2 **TREE REMOVAL TABLE**
NTS



PROFILE VIEW



SECTION VIEW

COFFERDAM NOTES:
1. SANDBAGS SHALL BE USED IN ACCORDANCE WITH APPLICABLE PERMITS.
2. INSTALL COFFER DAM AND DEWATERING SITE PRIOR TO CONSTRUCTION.
3. WATER BLADDERS, SUPER SACKS, OR APPROVED EQUAL CAN BE USED AS ALTERNATIVES TO COFFERDAMS.
4. PROVIDE 1.0' FREEBOARD.

DIMENSIONS SHOWN ARE MINIMUMS. CONTRACTOR TO SEE SPECIAL PROVISIONS.

3 **COFFERDAM**
NOT TO SCALE

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SITE PREP AND TESC DETAILS FOR:
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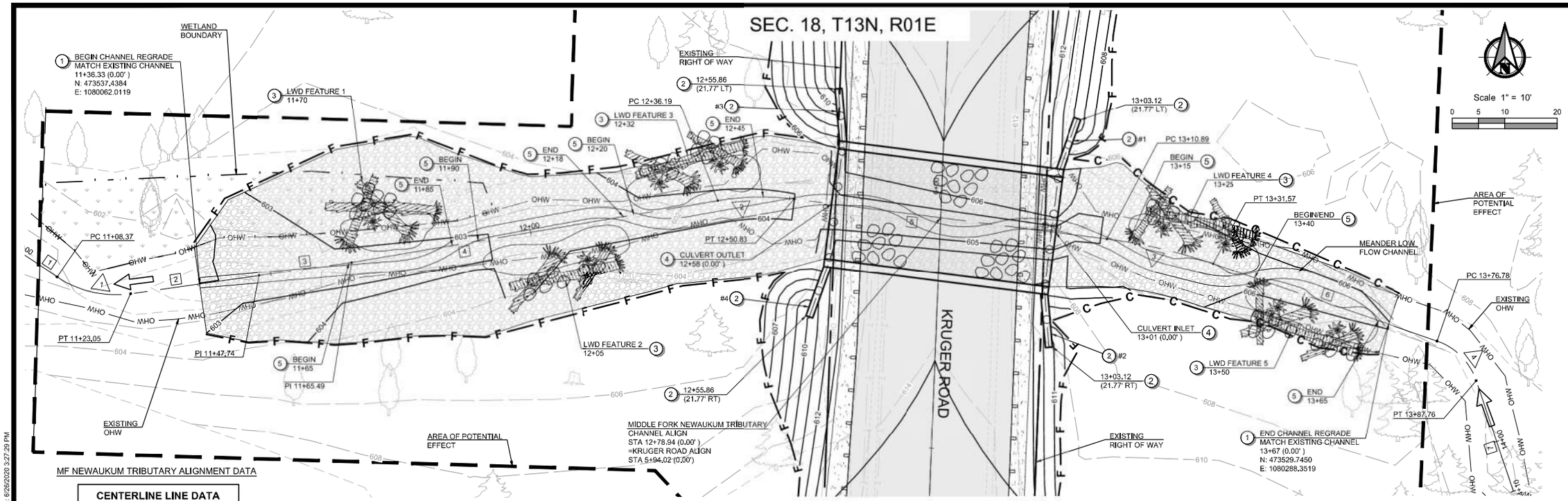


MF NEWAUKUM TRIBUTARY ALIGNMENT DATA

CENTERLINE LINE DATA		
#	Length	Direction
1	8.37	S56° 03' 34"E
2	24.69	N81° 52' 32"E
3	17.75	N81° 52' 32"E
4	70.70	N80° 27' 02"E
5	60.06	S82° 46' 08"E
6	45.21	S70° 55' 16"E
7	22.25	N18° 31' 41"W

MF NEWAUKUM TRIBUTARY ALIGNMENT DATA

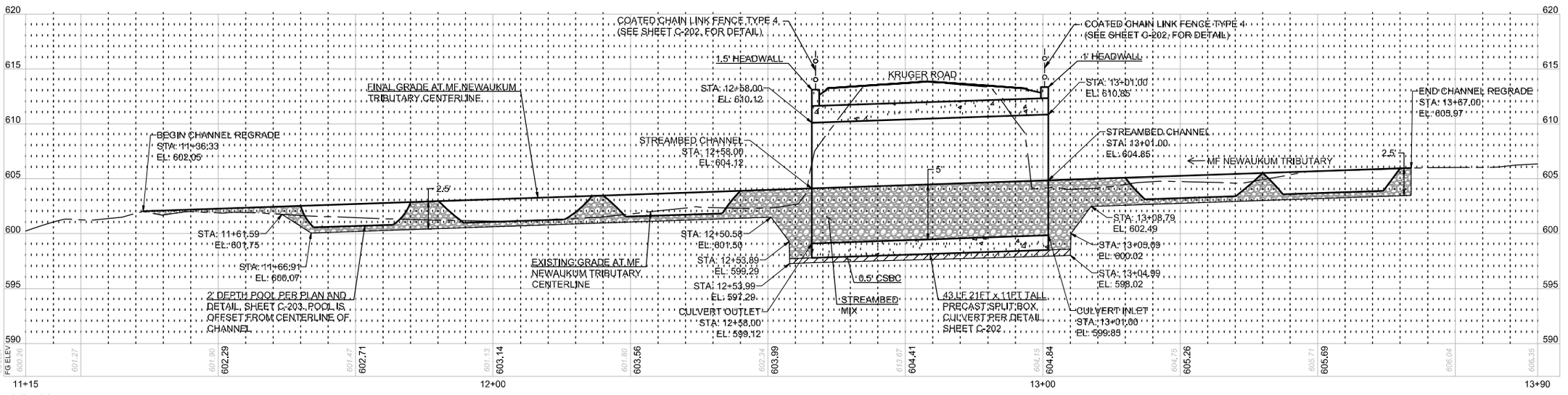
CENTERLINE CURVE DATA				
#	Δ	R	L	T
1	42°03'55"	20	14.68	7.69
2	16°46'51"	50	14.64	7.37
3	11°50'51"	100	20.68	10.38
4	52°23'35"	12	10.97	5.90

CONSTRUCTION PLAN NOTES:

1. RECONSTRUCT STREAM CHANNEL PER DETAIL, SHEET C-203 AND CROSS SECTIONS PER SHEET C-303
2. INSTALL PRECAST CONCRETE WINGWALL PER DETAIL, SEE SHEET C-202
3. INSTALL LARGE WOODY DEBRIS FEATURE PER DETAIL, SEE SHEET C-203
4. INSTALL 43 LF 21-FT x 11-FT SPLIT BOX CULVERT, PER SECTION, SEE SHEET C-202
5. VARY TYP. CHANNEL SECTION PER SHEET C-203 TO CONSTRUCT 2-FT DEEP POOL BELOW CHANNEL FINAL GRADE LINE

GENERAL NOTES:

1. LARGE WOODY DEBRIS FEATURES, TWO-MAN BOULDERS, AND THALWEG LOCATIONS ARE TO BE PLACED AS SHOWN ON PLANS. MINOR CHANGES TO THE WOOD FEATURES CAN BE MADE IN THE FIELD BY THE ENGINEER.
2. *SEE PLANTING PLANS ON SHEET C-401 THRU C-403* FOR FINAL STABILIZATION REQUIREMENTS.



PROFILE SCALE:
HORIZ: 1" = 10'
VERT: 1" = 5'

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STREAM PLAN AND PROFILE FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
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SHEET	7 OF 16

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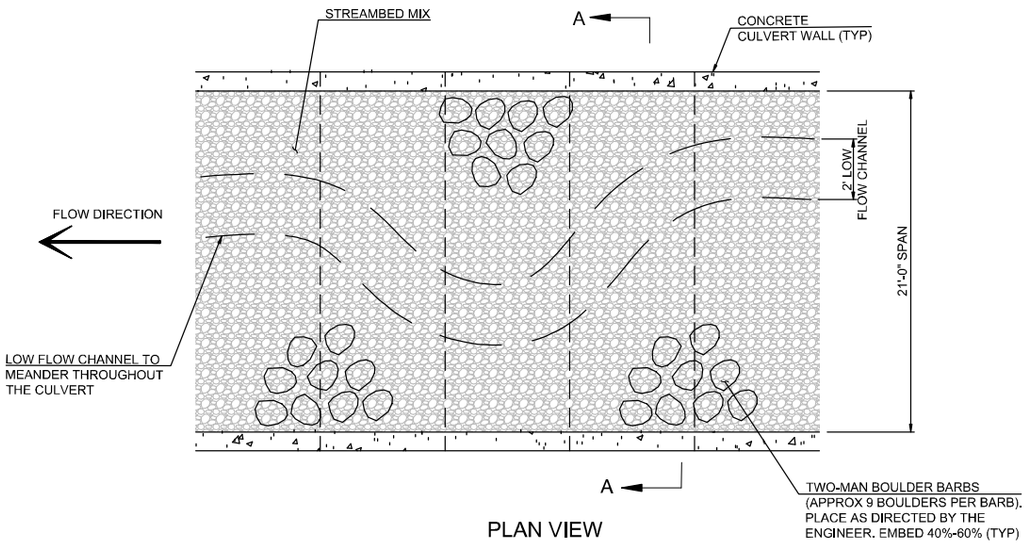


PLAN VIEW

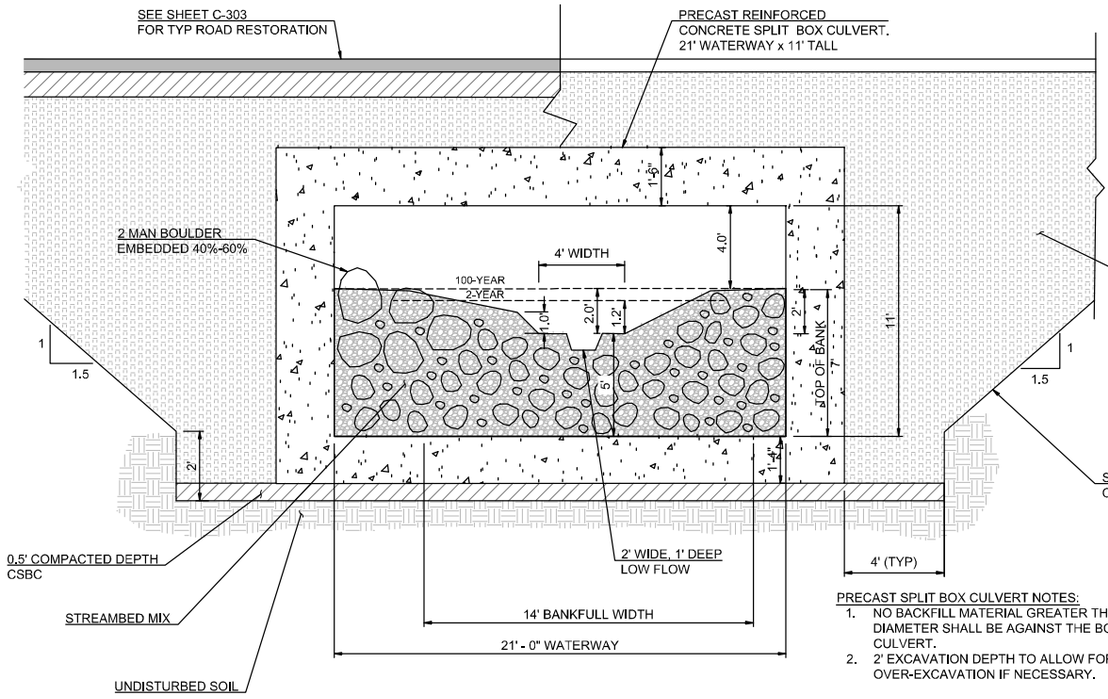
GENERAL NOTES:

1. LARGE WOODY DEBRIS FEATURES, TWO-MAN BOULDERS, AND THALWEG LOCATIONS ARE TO BE PLACED AS SHOWN ON PLANS. MINOR CHANGES TO THE WOOD FEATURES CAN BE MADE IN THE FIELD BY THE ENGINEER.
2. STREAMBED MIX: THREE PARTS 12" STREAMBED COBBLES SHALL BE MIXED THOROUGHLY WITH TWO PARTS STREAMBED SEDIMENT.
3. STREAMBED SEDIMENT IS TO PROVIDE STABILITY TO THE STREAMBED MIX AND BOULDER BARBS AND BE PLACED IN AREA OF VOIDS TO CREATE A UNIFORM, NON-POROUS BED.
4. SEE SHEET C-203 FOR STREAMBED GRADATIONS.
5. SEE PLANTING PLANS ON SHEETS C-401 THRU C-403 FOR FINAL STABILIZATION REQUIREMENTS.

WINGWALL TABLE

WINGWALL NO.	LENGTH (FT)	ANGLE TO CULVERT OPENING (DEGREES)	BEGIN HEIGHT (FT)	END HEIGHT (FT)	BOF ELEV
1 (NE)	10	168	14.83	12	598.52
2 (SE)	10	168	14.83	13.75	598.52
3 (NW)	10	168	15.33	14.83	597.79
4 (SW)	10	168	15.33	13	597.79

* HEIGHT OF WALL INCLUDES ASSUMED 16" THICK FOOTING. MATCH BOTTOM OF FOOTING WITH CULVERT BOTTOM.

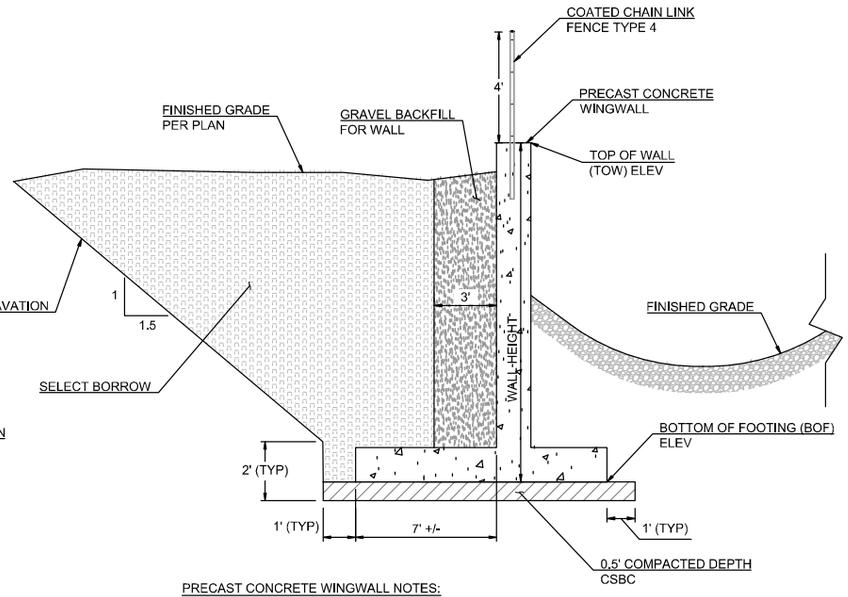


SECTION A-A

PRECAST SPLIT BOX CULVERT NOTES:

1. NO BACKFILL MATERIAL GREATER THAN 3" DIAMETER SHALL BE AGAINST THE BOX CULVERT.
2. 2' EXCAVATION DEPTH TO ALLOW FOR 2' OF OVER-EXCAVATION IF NECESSARY.

1 **PRECAST SPLIT BOX CULVERT**
NOT TO SCALE



PRECAST CONCRETE WINGWALL NOTES:

1. PRECAST WINGWALL TO BE DESIGNED AND PROVIDED BY CULVERT SUPPLIER. ENGINEER TO APPROVE DESIGN PRIOR TO CONSTRUCTION.
2. SEE SHEET C-201 FOR WINGWALL LOCATIONS.

2 **PRECAST CONCRETE WINGWALL**
NOT TO SCALE

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CULVERT DETAILS FOR:
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SHEET ID
C-202
SHEET 8 OF 16

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GENERAL NOTES:

1. LARGE WOODY DEBRIS FEATURES, TWO-MAN BOULDERS, AND THALWEG LOCATIONS ARE TO BE PLACED AS SHOWN ON PLANS. MINOR CHANGES TO THE WOOD FEATURES CAN BE MADE IN THE FIELD BY THE ENGINEER.
2. STREAMBED MIX: THREE PARTS 12" COBBLES SHALL BE MIXED THOROUGHLY WITH TWO PARTS STREAMBED SEDIMENT.
3. STREAMBED SEDIMENT IS TO PROVIDE STABILITY TO THE STREAMBED MIX AND BE PLACED IN AREA OF VOIDS TO CREATE A UNIFORM, NON-POROUS BED.
4. SEE PLANTING PLANS ON SHEET C-401 THRU C-403 FOR FINAL STABILIZATION REQUIREMENTS.

ROCK QUANTITY		
ROCK	MEASUREMENT	TOTAL
STREAMBED BOULDER TWO MAN	EACH	134

LARGE WOODY DEBRIS CONTROL TABLE		
LWD FEATURE STATION	LOGS*	VOLUME (FT^3)
11+70	1,2,2,3	149.6
12+05	1,2,2,3	149.6
12+32	1,2,2,3	149.6
13+25	1,2,2,2,3,3	192.9
13+50	1,2,2,2,3,3	192.9

* SEE LOG SCHEDULE BELOW

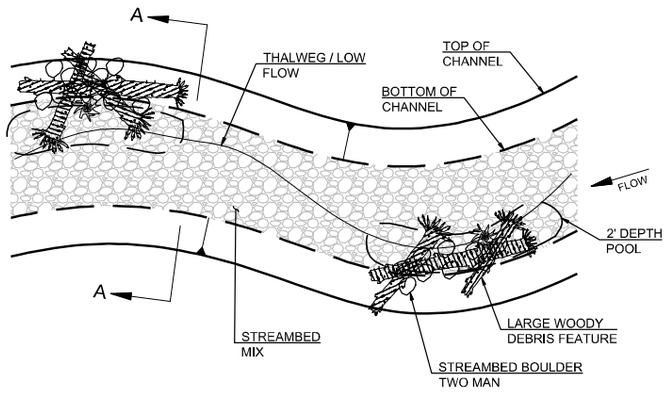
LOG SCHEDULE					
LOG #	LOG LENGTH (FT)	LOG DIAMETER (FT)	ROOTWAD LENGTH (FT)	ROOTWAD DIAMETER (FT)	VOLUME (FT^3)
1*	20	2	2	3	71.3
2*	15	1.5	2	3	35.0
3	5	1	1.5	2.5	8.3

* KEY LOG (VOLUME > 35 FT^3)

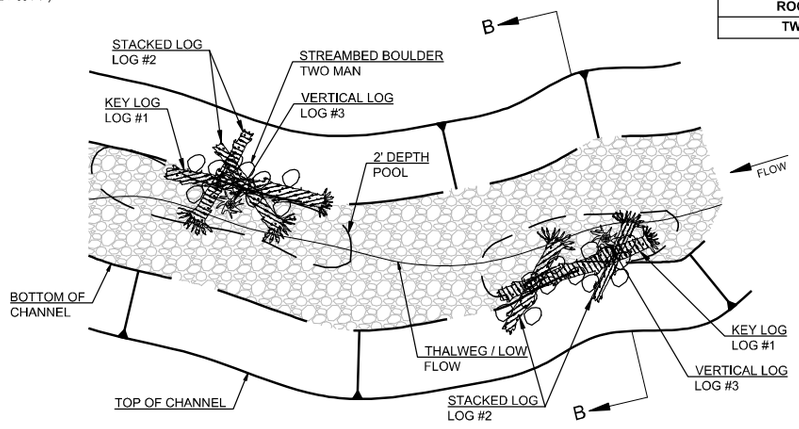
12" STREAMBED COBBLES GRADATION	
APPROXIMATE SIZE	% PASSING
12"	99 - 100
10"	70 - 90
5"	30 - 60
¾"	10 MAX

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

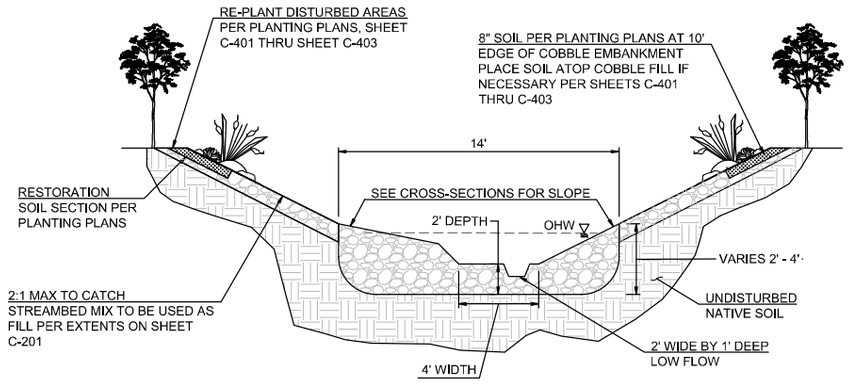
STREAMBED BOULDER SIZING	
ROCK SIZE	APPROXIMATE SIZE
TWO-MAN	18" - 28"



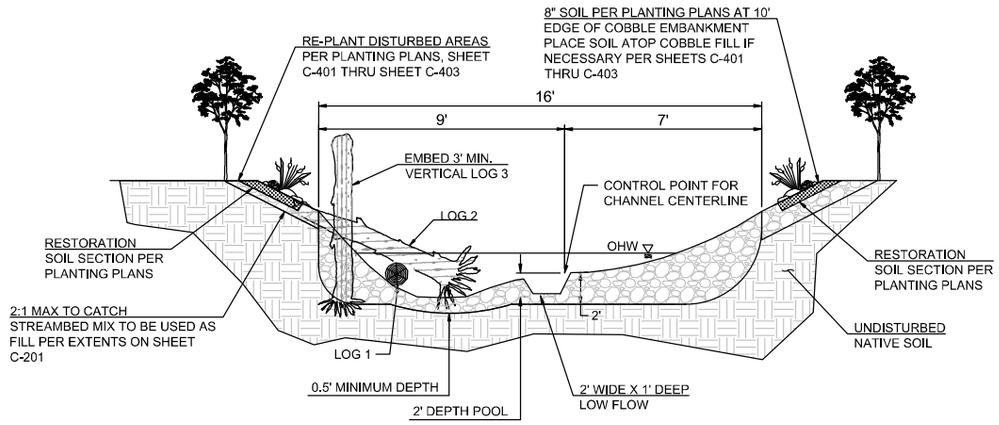
CHANNEL PLAN



LARGE WOODY DEBRIS PLAN



CHANNEL SECTION A-A



LARGE WOODY DEBRIS SECTION B-B

1 **MF NEWAUKUM TRIBUTARY CHANNEL**
NOT TO SCALE

2 **LARGE WOODY DEBRIS FEATURE**
NOT TO SCALE

100% SUBMITTAL

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425.654.8775
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PBS

STREAM DETAILS FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

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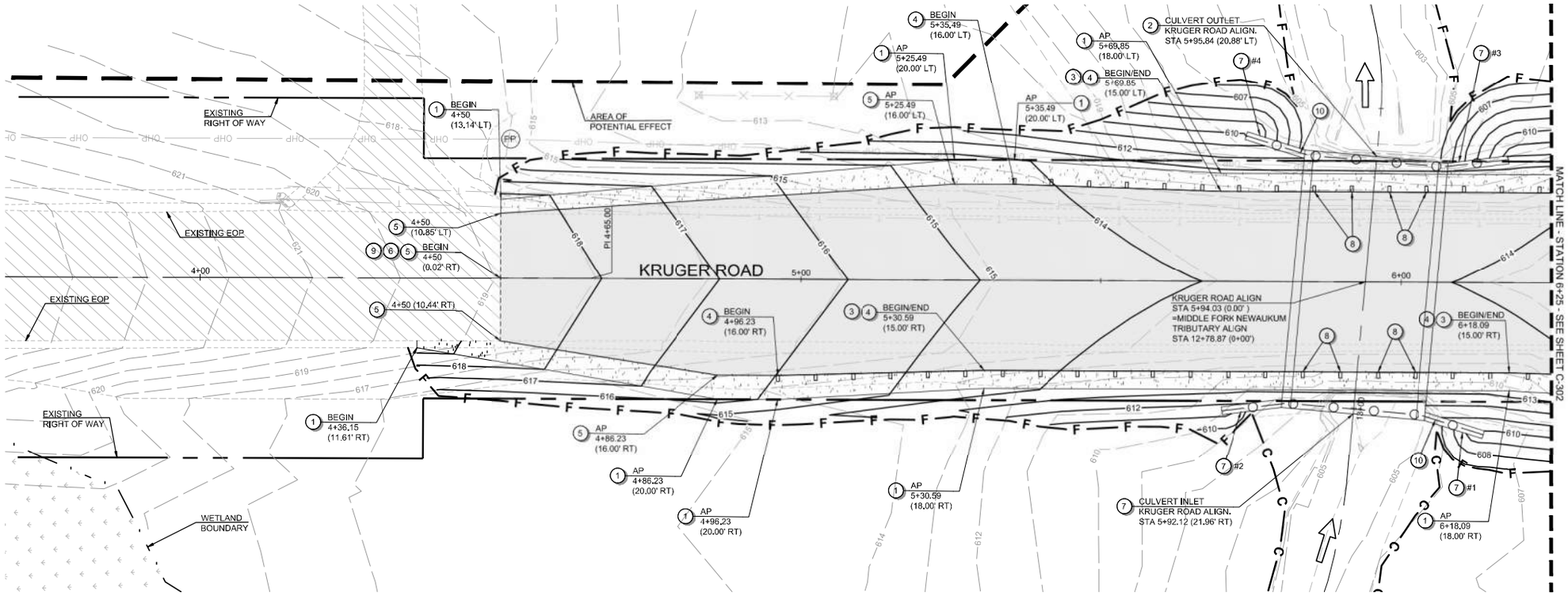
DAVID A. SEGAR — STATE OF WASHINGTON — 22400 — PROFESSIONAL ENGINEER

DESIGNED:	DKE
CHECKED:	DAS
	JUNE 2020
	45013.006
SHEET ID	C-203
SHEET	9 OF 16

SEC. 18, T13N, R01E

Scale 1" = 10'

0 5 10 20

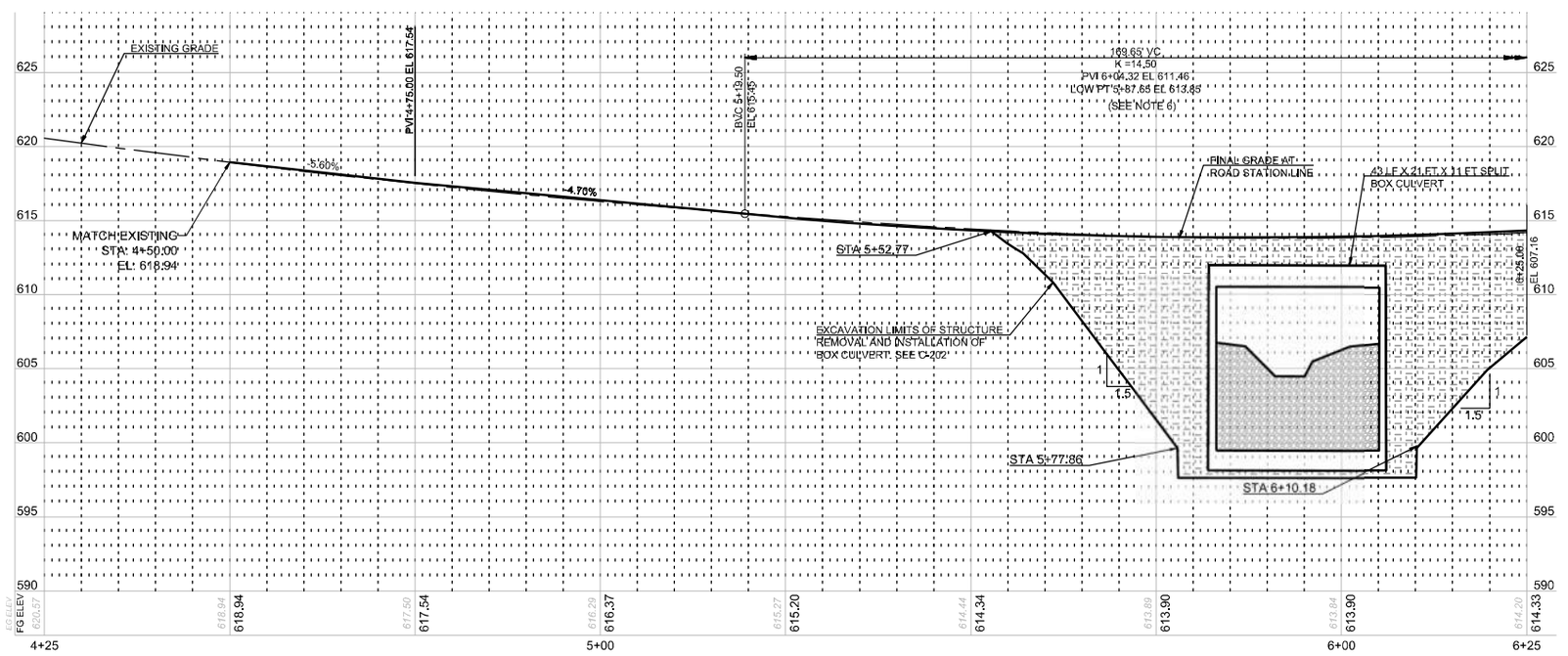


CONSTRUCTION PLAN NOTES:

1. SHOULDER WIDENING
2. 43-LF PRECAST BOX CULVERT PER SECTION, SHEET C-202
3. BEAM GUARDRAIL TYPE 31, PER WSDOT STD PLAN C-20.10-05
4. BEAM GUARDRAIL TYPE 31 MSKT-SP-MGS (TL-2) NON- FLARED TERMINAL PER WSDOT STD PLAN C-22.45-04.
5. HMA PAVEMENT (SEE SECTION DETAIL, SHEET C-303)
6. SAWCUT
7. PRECAST CONCRETE WINGWALL PER DETAIL, SHEET C-202
8. BEAM GUARDRAIL TYPE 31, PER WSDOT STD PLAN C-20.41-02
9. DOUBLE CENTER YELLOW PAINT LINE (BY OTHERS)
10. COATED CHAIN LINK FENCE TYPE 4

GENERAL NOTES:

1. GUARDRAIL STATION OFFSET LOCATIONS ARE TO FACE OF GUARDRAIL W-BEAM.
2. GUARDRAIL POSTS ARE STEEL UNLESS OTHERWISE NOTED OR REQUIRED IN THE STANDARD PLANS.
3. USE BOX CULVERT GUARDRAIL STEEL POSTS ABOVE CULVERT PER WSDOT STD PLAN C-20.41-02. DO NOT AFFECT STEEL REINFORCING WHEN DRILLING FOR ANCHORS.
4. SEE SHEET C-303 FOR TYPICAL ROAD SECTION.
5. SPEED LIMIT FOR KRUGER ROAD IS 35 MPH.



PROFILE SCALE:
HORIZ: 1" = 10'
VERT: 1" = 5'

100% SUBMITTAL

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ROADWAY PLAN AND PROFILE 1 FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

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DAVID A. SEGAR — STATE OF WASHINGTON — REGISTERED PROFESSIONAL ENGINEER

DESIGNED:	DKE
CHECKED:	DAS
	JUNE 2020
	45013.006
SHEET ID	C-301
SHEET	10 OF 16

Filename: L:\Projects\45000\45013\45013-006\Civil\CAD\Working\Sheets\45013.006_C301.dwg Layout Tab: C-301 ROADWAY PLAN AND PROFILE 1 User: Doug Ehlebracht CAD Plot Date/Time: 6/26/2020 3:27:58 PM

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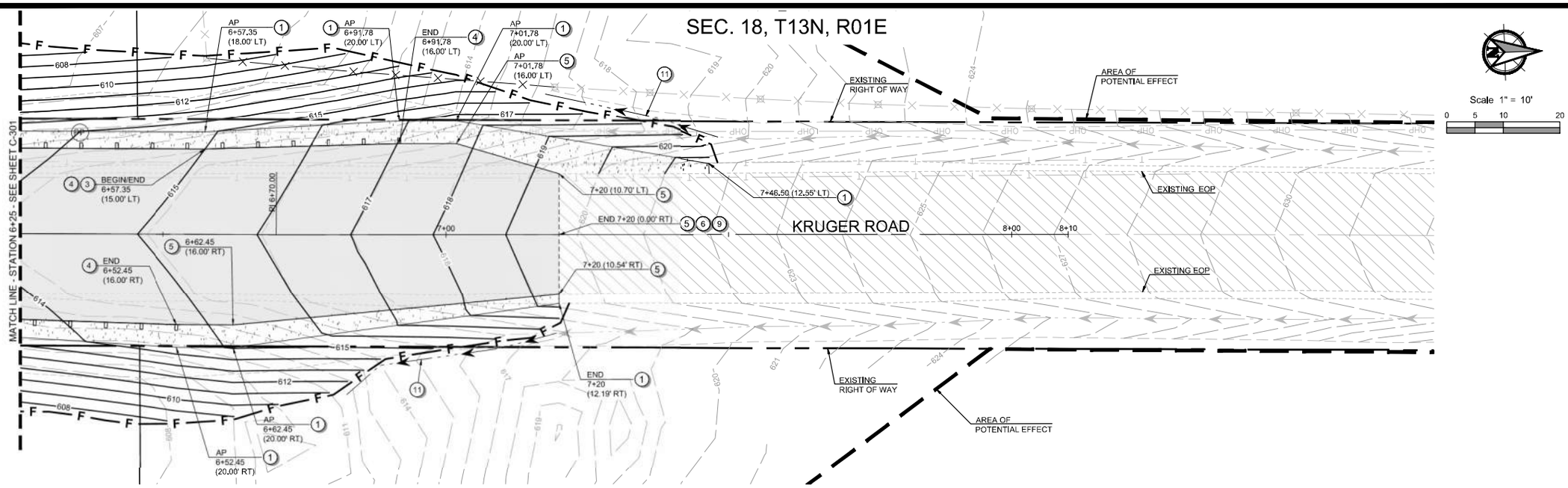

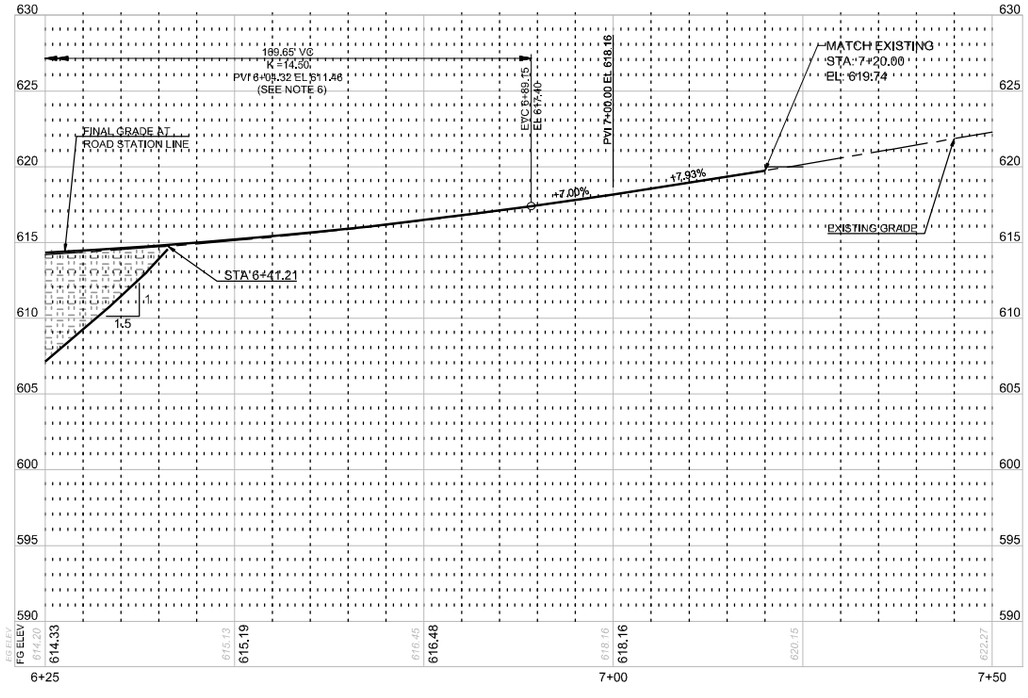

PROFILE SCALE:
HORIZ: 1" = 10'
VERT: 1" = 5'

CONSTRUCTION PLAN NOTES:

1. SHOULDER WIDENING
3. BEAM GUARDRAIL TYPE 31, PER WSDOT STD PLAN C-20.10-05
4. BEAM GUARDRAIL TYPE 31 MSKT-SP-MGS (TL-2) NON- FLARED TERMINAL PER WSDOT STD PLAN C-22.45-04.
5. HMA PAVEMENT (SEE SECTION DETAIL, SHEET C-303)
6. SAWCUT
8. BEAM GUARDRAIL TYPE 31, PER WSDOT STD PLAN C-20.41-02
9. DOUBLE CENTER YELLOW PAINT LINE (BY OTHERS)
11. REDIRECT EXISTING DITCH AT TOE OF EMBANKMENT

GENERAL NOTES:

1. GUARDRAIL STATION OFFSET LOCATIONS ARE TO FACE OF GUARDRAIL W-BEAM.
2. GUARDRAIL POSTS ARE STEEL UNLESS OTHERWISE NOTED OR REQUIRED IN THE STANDARD PLANS.
3. USE BOX CULVERT GUARDRAIL STEEL POSTS ABOVE CULVERT PER WSDOT STD PLAN C-20.41-02. DO NOT AFFECT STEEL REINFORCING WHEN DRILLING FOR ANCHORS.
4. SEE SHEET C-303 FOR TYPICAL ROAD SECTION.
5. SPEED LIMIT FOR KRUGER ROAD IS 35 MPH.

100% SUBMITTAL

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ROADWAY PLAN AND PROFILE 2 FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

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DAVID A. SEGAL — STATE OF WASHINGTON — PROFESSIONAL ENGINEER

DESIGNED: DKE
CHECKED: DAS
JUNE 2020
45013.006
SHEET ID
C-302
SHEET 11 OF 16

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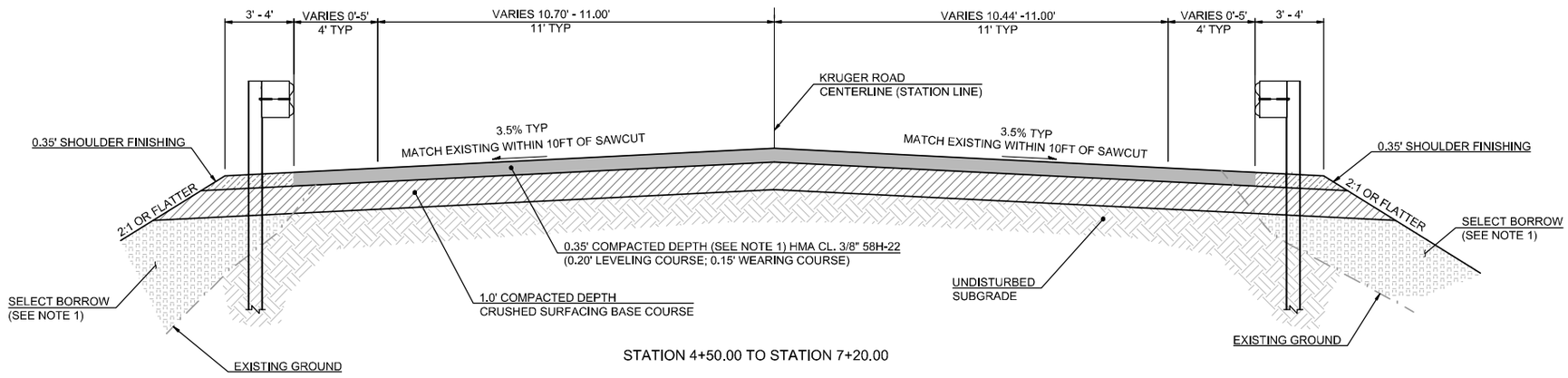
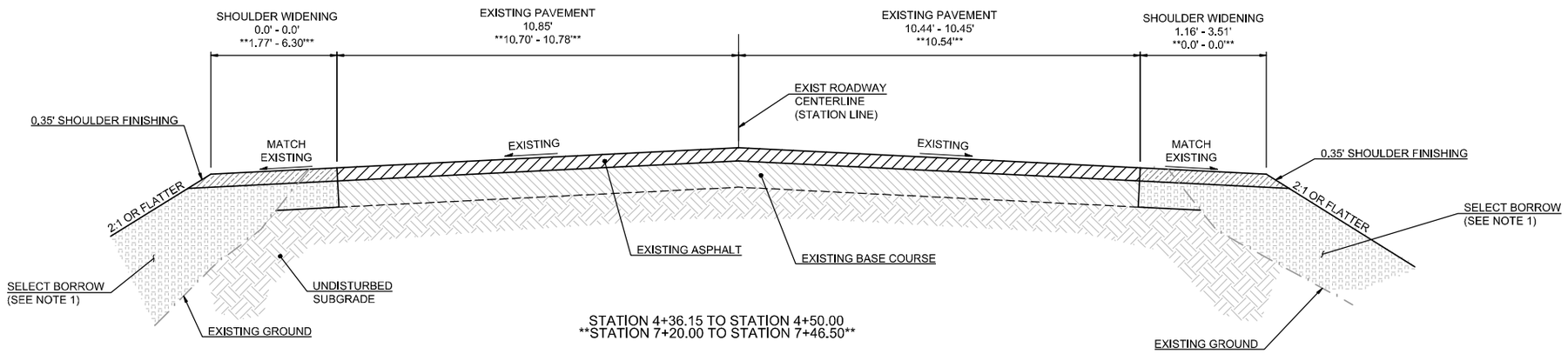
SEC. 18, T13N, R01E



STATION 4+50.00 TO STATION 7+20.00

SECTION NOTES:

1. BENCH INTO EXISTING SIDE SLOPE PER WSDOT STANDARD SPECIFICATION 2-03.3(14).



STATION 4+36.15 TO STATION 4+50.00
STATION 7+20.00 TO STATION 7+46.50

1 TYPICAL ROAD RESTORATION SECTION

NOT TO SCALE

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Filename: L:\Projects\45000\45013\45013-006\Civil\CAD\Working\Sheets\45013.006_C301.dwg Layout Tab: C-303 ROADWAY SECTIONS User: Doug Einbrecht CAD Plot Date/Time: 6/26/2020 3:28:08 PM

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ROADWAY SECTIONS FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

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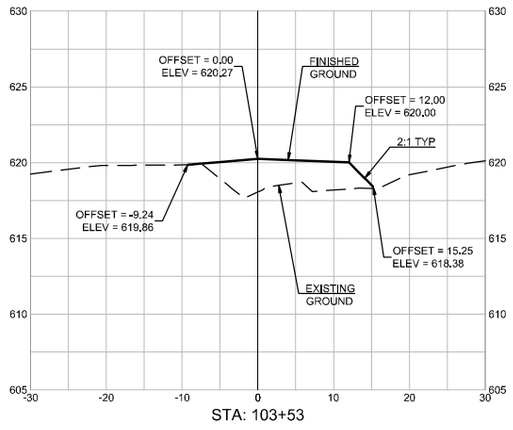
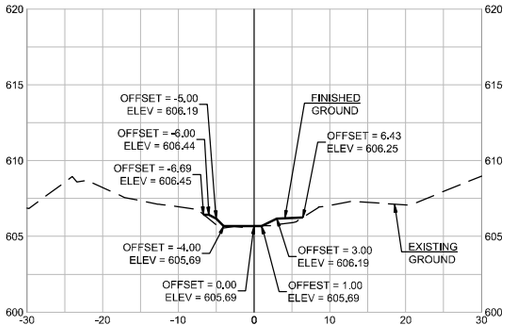
DAVID A. SEGAR — STATE OF WASHINGTON — 22410 — REGISTERED PROFESSIONAL ENGINEER

DESIGNED:	DKE
CHECKED:	DAS
JUNE 2020	45013.006
SHEET ID	C-303
SHEET	12 OF 16

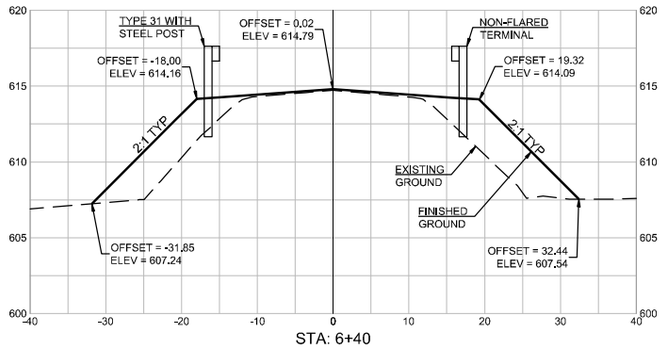
SEC. 18, T13N, R01E



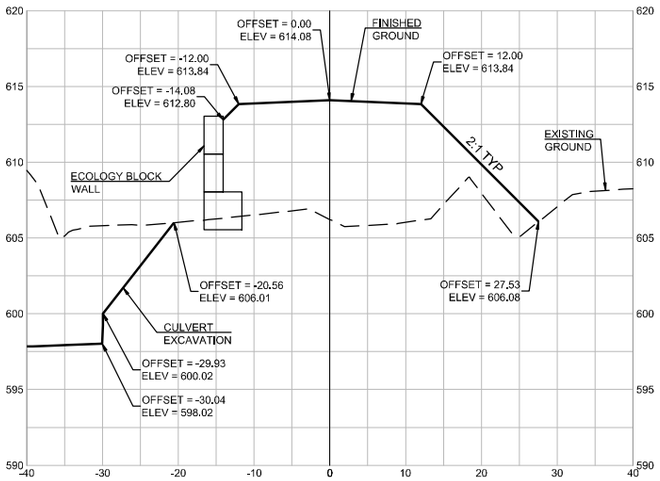
STA: 103+53



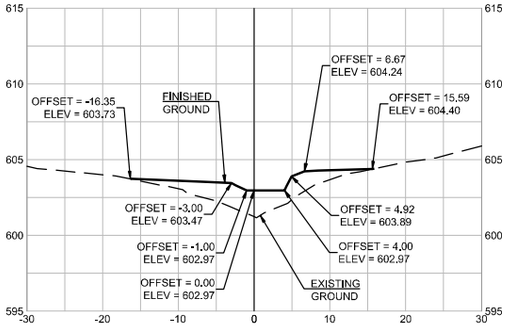
STA: 13+50



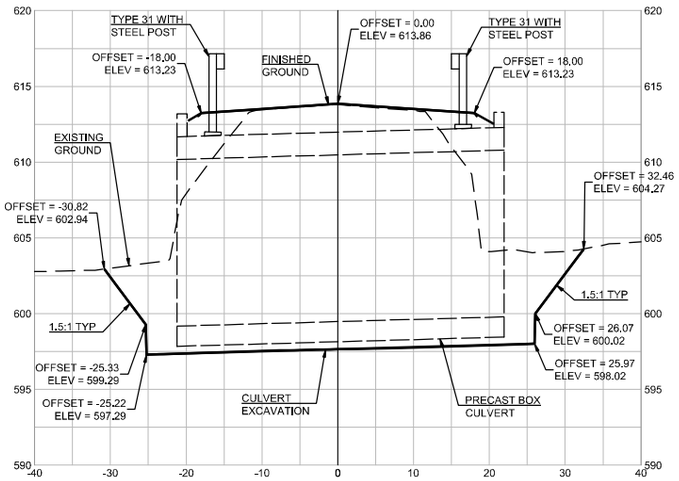
STA: 6+40



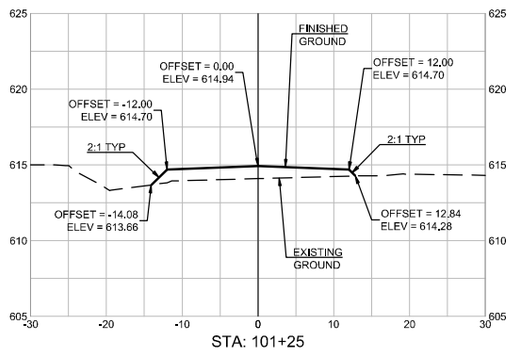
STA: 102+20



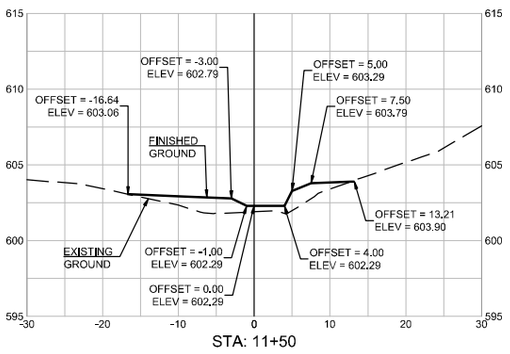
STA: 11+90



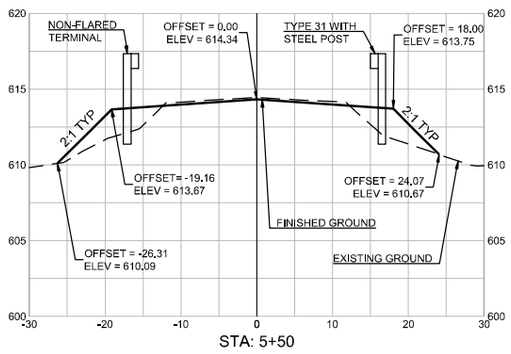
STA: 5+92



STA: 101+25



STA: 11+50



STA: 5+50

1 BYPASS ROAD CROSS SECTIONS

HORIZ: 1" = 10'
VERT: 1" = 5'

2 MF NEWAUKUM TRIBUTARY CROSS SECTIONS

HORIZ: 1" = 10'
VERT: 1" = 5'

3 KRUGER ROAD CROSS SECTIONS

HORIZ: 1" = 10'
VERT: 1" = 5'

100% SUBMITTAL

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Filename: L:\Projects\45000\45013\45013-006\Civil\CAD\WorkingSheets\45013.006_C301.dwg Layout Tab: C-304 PROJECT CROSS SECTIONS User: Doug Ehlebracht CAD Plot Date/Time: 6/26/2020 3:28:19 PM

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PROJECT CROSS SECTIONS FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

Know what's below. Call before you dig.

DESIGNED: DKE
CHECKED: DAS
JUNE 2020
45013.006

SHEET ID
C-304
SHEET 13 OF 16

CONSTRUCTION NOTES:

1. IN AREAS OF DISTURBED SOILS ONLY, CULTIVATE OR SCARIFY SUBGRADE TO 4" DEPTH TO ALLOW FREE DRAINAGE. REMOVE ALL CONSTRUCTION DEBRIS, AND ROCKS OVER 2" Ø.
3. IN AREAS OF DISTURBED SOILS ONLY, PREPARE AREA FOR APPLICATION OF SEEDING PER STANDARD SPECIFICATION 8-01.3(2)A,
4. APPLY SEED MIX AT RATE SHOWN ON THE PLANS USING LONG TERM MULCH PER STANDARD SPECIFICATION 8-01.3(2)D.

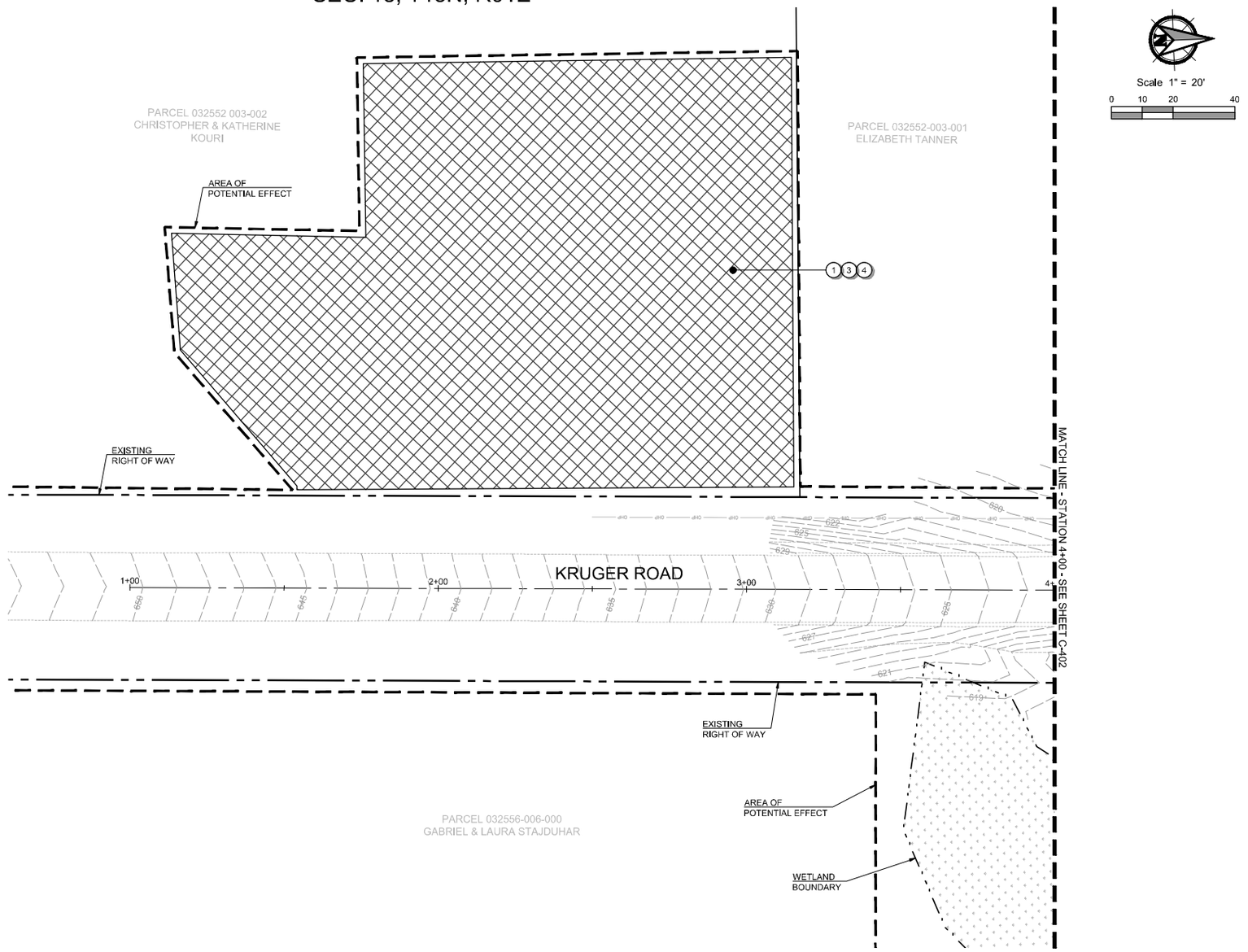
PLANTING MITIGATION NOTES:

1. FOR SEEDING LIST, SEE THIS SHEET. FOR PLANTING LIST, SEE SHEET C-402.
2. FOR PLANTING DETAILS, SEE SHEET C-403.
3. EXISTING PLANT MATERIAL IS TO BE PROTECTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER. ANY TREES DAMAGED THAT ARE NOT IDENTIFIED IN THE TREE REMOVAL TABLE ON SHEET C-104 DUE TO CONSTRUCTION ACTIVITIES ARE TO BE REPLACED.
4. NO PLANTS SHALL BE INSTALLED WITHIN 10' OF PAVEMENT OR ROAD.
5. HYDROSEEDING TO BE APPLIED TO BARE GROUND ONLY.

PLANTING AREA & SEEDING LEGEND:

RESTORATION SEED MIX

SEC. 18, T13N, R01E



SEEDING LIST					
SYM	QTY	BOTANICAL NAME	COMMON NAME	% BY WEIGHT	PLS LBS NEEDED
RESTORATION SEED MIX					
Apply at 80lbs/acre with Long Term Mulch	40,000 sf (74 LBS)	*Elymus glaucus*	Blue Wildrye	43%	31.8
		Hordeum brachyantherum	Meadow Barley	37%	27.4
		Lolium multiflorum	Sterile Annual Ryegrass	11%	8.1
		Festuca idahoensis	Idaho Fescue	7%	5.2
		Festuca ovina	Sheep Fescue	1%	0.75
		Deschampsia elongata	Slender Hairgrass	0.6%	0.45
		Koeleria macrantha	Prairie Junegrass	0.4%	0.3

100% SUBMITTAL

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Issaquah, WA 98027
425.654.8775
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PLANTING PLAN 1 FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

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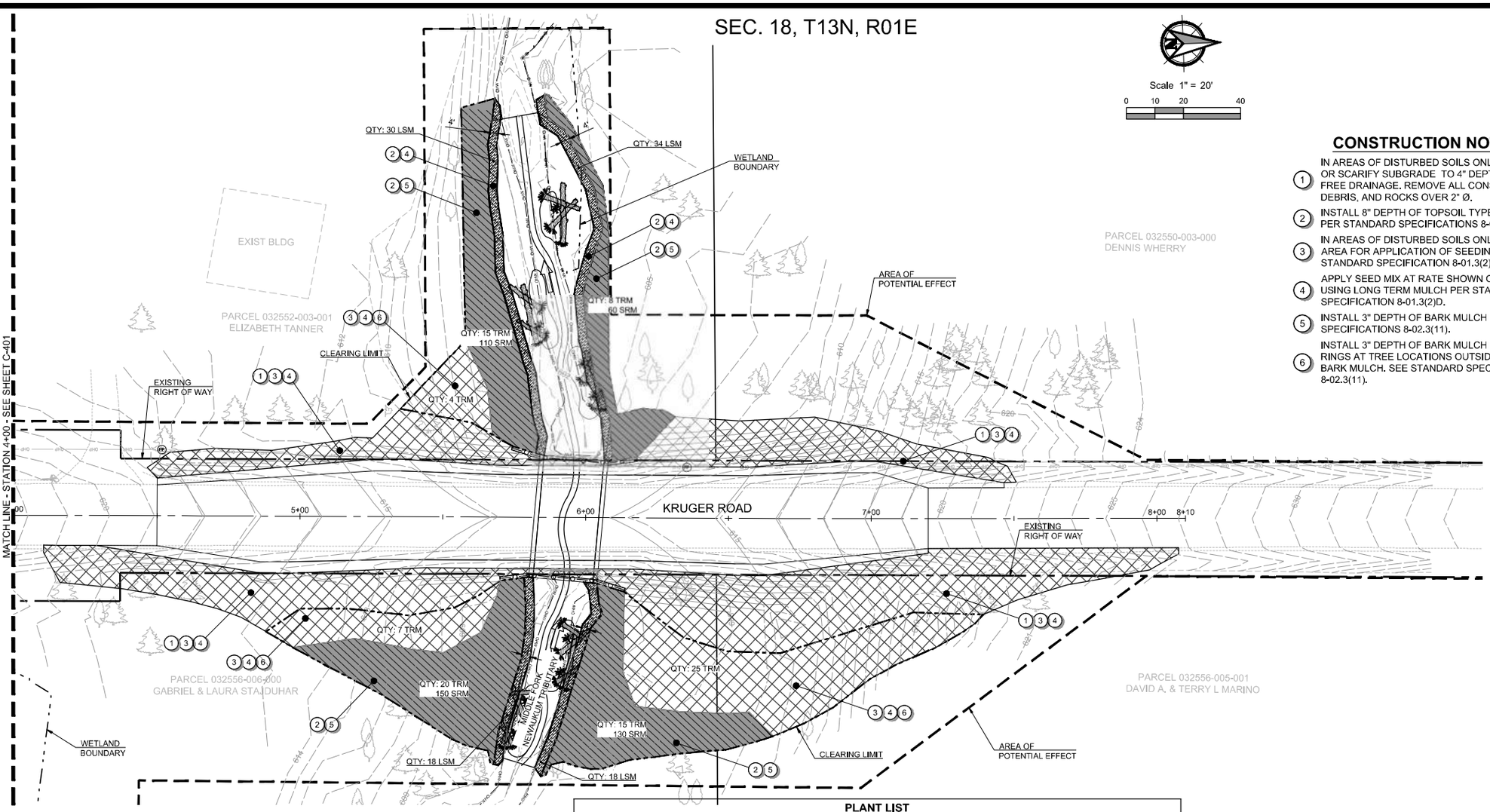
DIGITALLY SIGNED
STATE OF WASHINGTON
ROBERT W. PHIPPS
EXP 10/07/2021 NO. 1871
LANDSCAPE ARCHITECT

DESIGNED: RWP
CHECKED: RWP
JUNE 2020
45013.006

SHEET ID
C-401
SHEET 14 OF 16



CONSTRUCTION NOTES:

1. IN AREAS OF DISTURBED SOILS ONLY, CULTIVATE OR SCARIFY SUBGRADE TO 4" DEPTH TO ALLOW FREE DRAINAGE. REMOVE ALL CONSTRUCTION DEBRIS, AND ROCKS OVER 2" Ø.
2. INSTALL 8" DEPTH OF TOPSOIL TYPE 'C' TOPSOIL PER STANDARD SPECIFICATIONS 8-02.3(4)C.
3. IN AREAS OF DISTURBED SOILS ONLY, PREPARE AREA FOR APPLICATION OF SEEDING PER STANDARD SPECIFICATION 8-01.3(2)A.
4. APPLY SEED MIX AT RATE SHOWN ON THE PLANS USING LONG TERM MULCH PER STANDARD SPECIFICATION 8-01.3(2)D.
5. INSTALL 3" DEPTH OF BARK MULCH PER STANDARD SPECIFICATIONS 8-02.3(11).
6. INSTALL 3" DEPTH OF BARK MULCH IN 3' DIAMETER RINGS AT TREE LOCATIONS OUTSIDE AREA OF BARK MULCH. SEE STANDARD SPECIFICATION 8-02.3(11).

PLANTING MITIGATION NOTES:

1. FOR SEEDING LIST, SEE SHEET C-401. FOR PLANT LIST, SEE THIS SHEET.
2. FOR PLANTING DETAILS, SEE SHEET C-403.
3. EXISTING PLANT MATERIAL IS TO BE PROTECTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER. ANY TREES DAMAGED THAT ARE NOT IDENTIFIED IN THE TREE REMOVAL TABLE ON SHEET C-104 DUE TO CONSTRUCTION ACTIVITIES ARE TO BE REPLACED.
4. NO PLANTS SHALL BE INSTALLED WITHIN 10' OF SHOULDER OR ROAD.
5. NO TREES SHALL BE INSTALLED WITHIN 10' OF WING WALL.
6. HYDROSEEDING TO BE APPLIED TO BARE GROUND ONLY.

PLANT LIST

SYM	PERCENT OF MIX	QTY	NAME	SIZE	CONTAINER CONDITION	SPACING
TREE RIPARIAN MIX - TRM						
(Total area - 11,000 SF) Install in random mix following spacing recommendations	15%	15	*Acer macrophyllum* Big Leaf Maple	4'-0" Min. Height	2 Gallon Min.	12' o.c. (furthest from creek edge)
	15%	15	*Fraxinus latifolia* Oregon Ash	4'-0" Min. Height	2 Gallon Min.	12' o.c. (nearest to creek edge)
	40%	35	*Pseudotsuga menziesii* Douglas Fir	4'-0" Min. Height	2 Gallon Min.	12' o.c. (intermixed between other trees)
	30%	25	*Thuja plicata* Western Red Cedar	4'-0" Min. Height	2 Gallon Min.	12' o.c. (intermixed between other trees)
SHRUB RIPARIAN MIX - SRM						
(Total area - 6,250 SF) Install in random mix following spacing recommendations	30%	135	*Cornus sericea* Redosier Dogwood	1'-0" Min. Height	1 Gallon Min.	4' o.c. (nearest to creek edge)
	10%	45	*Physocarpus capitatus* *Pacific Ninebark*	1'-0" Min. Height	1 Gallon Min.	4' o.c. (nearest to creek edge)
	10%	45	*Polystichum munitum* *Western Sword Fern*	1'-0" Min. Height	1 Gallon Min.	4' o.c.(furthest from creek edge)
	20%	90	*Rubus spectabilis* Salmonberry	1'-0" Min. Height	1 Gallon Min.	4' o.c. (nearest to creek edge)
	20%	90	*Symphoricarpos albus* Common Snowberry	1'-0" Min. Height	1 Gallon Min.	4' o.c.(intermixed as intermediate areas)
	10%	45	*Vaccinium ovatum* Evergreen Huckleberry	1'-0" Min. Height	1 Gallon Min.	4' o.c.(furthest from creek edge)
LIVE STAKES - LSM						
(Total area - 1,200 SF)	60%	60	*Cornus sericea* Redosier Dogwood	36" Min. Height, 1"-2" Min. Diameter	Live stake	4' o.c. (randomly mixed)
	40%	40	*Salix stichensis* Sitka Willow	36" Min. Height, 1"-2" Min. Diameter	Live Stake	4' o.c. (randomly mixed)

PLANTING AREA & SEEDING LEGEND:

- RESTORATION SEED MIX
- BARK MULCH AREAS (BARK MULCH RINGS NOT SHOWN)

PLANT MIX LEGEND:

- TREE RIPARIAN MIX (TRM)
- SHRUB RIPARIAN MIX (SRM)
- LIVE STAKE MIX (LSM)

100% SUBMITTAL

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Filename: L:\Projects\45000\45013\45013-006\Civil\CAD\Working\Sheets\45013.006_C401.dwg Layout Tab: C-402 PLANTING PLAN 2 User: Doug ENebracht CAD Plot Date/Time: 6/26/2020 3:28:39 PM

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1180 NW Maple St. Ste 160
Issaquah, WA 98027
425.654.8775
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PBS

PLANTING PLAN 2 FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

811 Know what's below. Call before you dig.

DIGITALLY SIGNED
STATE OF WASHINGTON ROBERT W. PHIPPS LANDSCAPE ARCHITECT EXP. 02/07/2021 NO. 161

DESIGNED: RWP
CHECKED: RWP
JUNE 2020
45013.006
SHEET ID
C-402
SHEET 15 OF 16

SEC. 18, T13N, R01E

GENERAL NOTES:

1. REFER TO COUNTY STANDARD SPECIFICATIONS WHERE APPLICABLE.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT OBSTRUCTIONS, AREA DISCREPANCIES AND/OR GRADE DIFFERENCE EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE COUNTY'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATIONS.

PLANTING NOTES:

INSTALLATION:
1. THE CONTRACTOR SHALL INSTALL PLANTINGS ACCORDING TO THESE PLANS, DETAILS, AND THE SPECIFICATIONS.
2. VERIFY LOCATIONS OF ALL PERTINENT SITE IMPROVEMENTS UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT THE COUNTY'S AUTHORIZED REPRESENTATIVE FOR INSTRUCTION PRIOR TO COMMENCING WORK.
3. EXACT LOCATIONS OF PLANT MATERIALS SHALL BE REVIEWED BY THE COUNTY'S AUTHORIZED REPRESENTATIVE IN THE FIELD PRIOR TO INSTALLATION. COUNTY'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN THE FIELD.
4. ALL PLANTS SHALL BE GROWN FOR THIS REGION OR SHALL BE ADEQUATELY CLIMATIZED.
5. DO NOT MAKE SUBSTITUTIONS. IF SPECIFIED PLANTING MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY FROM AT LEAST FIVE (5) SOURCES TO THE COUNTY LANDSCAPE ARCHITECT, TOGETHER WITH THE PROPOSAL FOR USE OF EQUIVALENT MATERIAL FOR FINAL APPROVAL.
6. CONTRACTOR SHALL CONTACT THE COUNTY'S REPRESENTATIVE FOR PLANT MATERIAL INSPECTION PRIOR TO INSTALLATION.
7. CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING LANDSCAPE AFFECTED BY CONSTRUCTION TO IT'S ORIGINAL CONDITION. CONTACT LANDSCAPE ARCHITECT IF ANY AREAS NOT ORIGINALLY LANDSCAPED, BECOME LANDSCAPE.
8. ALL PLANTS SHALL CONFORM PER WSDOT STANDARD PLAN H-10.10-00, CURRENT AMERICAN STANDARD NURSERY STOCK (ASNS) AND THESE PLANS.

TREE PROTECTION STANDARDS:

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

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

ERECT AND MAINTAIN A READILY VISIBLE PROTECTIVE FENCE ALONG THE OUTER EDGE AND COMPLETELY SURROUNDING THE PROTECTED AREA OF ALL PROTECTED TREES OR GROUPS OF TREES. SEE EROSION CONTROL PLANS FOR APPROPRIATE BMPS.

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

MAINTAIN THE PROTECTIVE BARRIERS IN PLACE UNTIL THE ENGINEER AUTHORIZES THEIR REMOVAL.

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

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

COVER WITH MULCH TO A DEPTH OF AT LEAST 12 INCHES OR WITH PLYWOOD OR SIMILAR MATERIAL THE AREAS ADJOINING THE CRITICAL ROOT ZONE OF A TREE IN ORDER TO PROTECT ROOTS FROM DAMAGE CAUSED BY HEAVY EQUIPMENT.

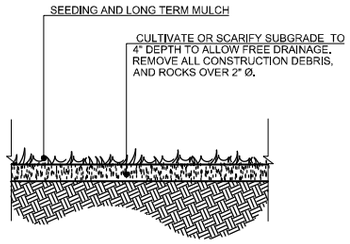
MINIMIZE ROOT DAMAGE BY EXCAVATING A 2 FOOT DEEP TRENCH, AT EDGE OF CRITICAL ROOT ZONE, TO CLEANLY SEVERE THE ROOTS OF TREES TO BE RETAINED.

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

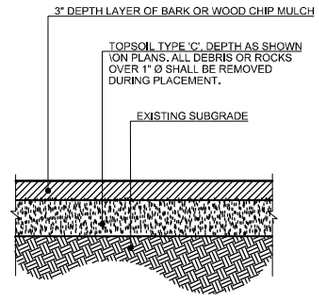
GRADE:
THE GRADE SHALL NOT BE ELEVATED OR REDUCED WITHIN THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED WITHOUT THE ENGINEER'S AUTHORIZATION. THE ENGINEER MAY ALLOW COVERAGE OF UP TO ONE HALF OF THE AREA OF THE TREE'S CRITICAL ROOT ZONE WITH LIGHT SOILS (NO CLAY) TO THE MINIMUM DEPTH NECESSARY TO CARRY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

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

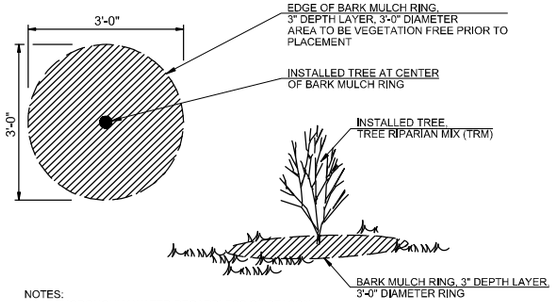
TREES AND OTHER VEGETATION TO BE RETAINED SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. CLEARING OPERATION SHALL BE CONDUCTED SO AS TO EXPOSE THE SMALLEST PRACTICAL AREA OF SOIL TO EROSION FOR THE LEAST POSSIBLE TIME. TO CONTROL EROSION, SHRUBS, GROUNDCOVERS AND STUMPS SHALL BE MAINTAINED ON THE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



Restoration Seed Soil Cross Section
NOT TO SCALE

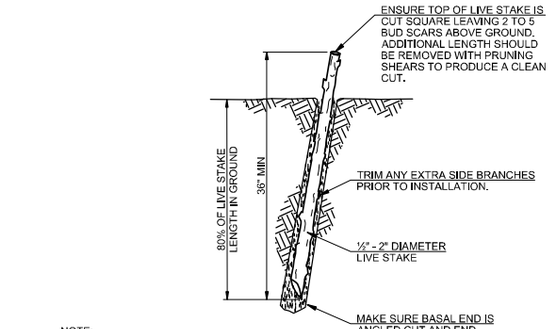


Bark Mulch Soil Cross Section
NOT TO SCALE



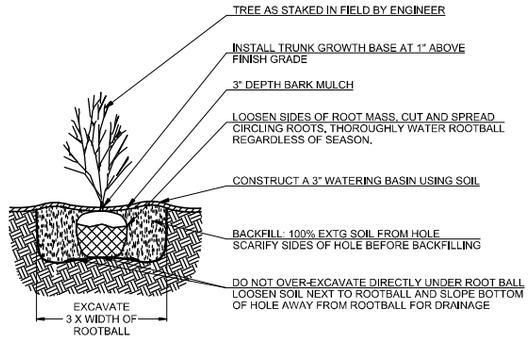
NOTES:
- THOROUGHLY WATER REGARDLESS OF SEASON.
- ALL PLANTINGS SHALL BE INSTALLED WITH PLANT PROTECTORS. SEE SPECIAL PROVISIONS.

Bark Mulch Ring Detail
NOT TO SCALE



NOTE:
INSTALL LIVE STAKES BY HAND ONLY. USE REBAR AND SLEDGE HAMMER TO MAKE HOLES PRIOR TO LIVE STAKE INSTALLATION. DO NOT HAMMER DIRECTLY ON STAKE.

Live Stake Planting Detail
NOT TO SCALE



NOTES:
- THOROUGHLY WATER REGARDLESS OF SEASON.
- ALL PLANTINGS SHALL BE INSTALLED WITH PLANT PROTECTORS. SEE SPECIAL PROVISIONS.

Container Planting Detail
NOT TO SCALE

100% SUBMITTAL

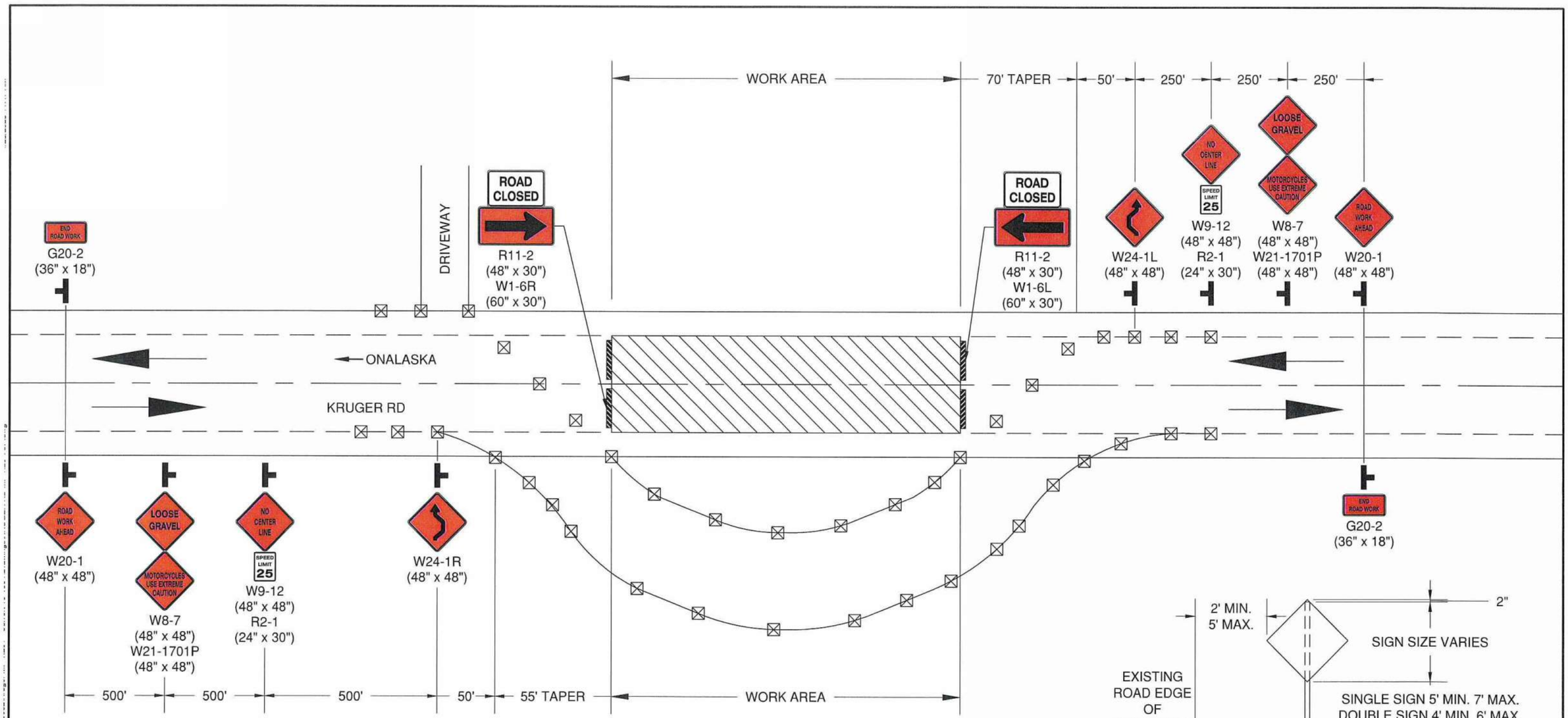
PBS Engineering and Environmental Inc.
1180 NW Maple St. Ste 160
Issaquah, WA 98027
425.654.8775
pbsusa.com

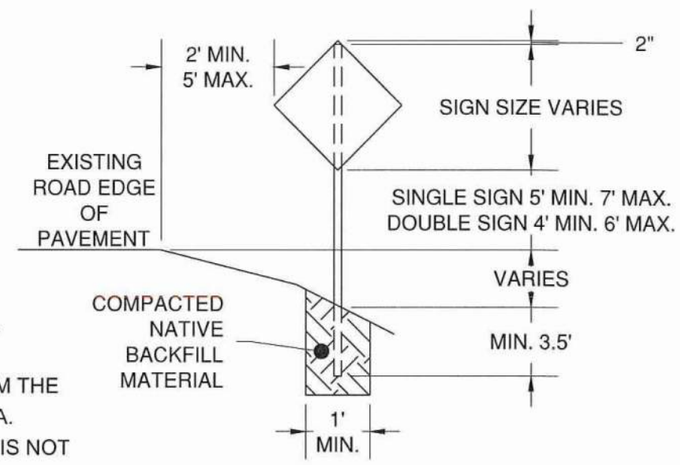
PLANTING NOTES AND DETAILS FOR:
KRUGER RD MP 1.20 (MF NEWAUKUM TRIBUTARY) CULVERT REPLACEMENT
LEWIS COUNTY, WASHINGTON

Know what's below. Call before you dig.

DIGITALLY SIGNED
STATE OF WASHINGTON
ROBERT W. PHIPPS
EXP 02/07/2021 NO. 1831
LANDSCAPE ARCHITECT

DESIGNED: RWP
CHECKED: RWP
JUNE 2020
45013.006
SHEET ID
C-403
SHEET 16 OF 16





LEGEND:

- CONSTRUCTION SIGN CLASS A
- TYPE 3 BARRICADE (RIGHT BARRICADE DEPICTED IN LEGEND)
- 28" TRAFFIC CONE (@ 15' SPACING MAX.)
- WORK AREA

NOTES:

1. DRAWING NOT TO SCALE. DISTANCES BETWEEN SIGNS MAY VARY BY DIRECTION OF THE ENGINEER.
2. ALL WORK SHALL COMPLY WITH THE LATEST VERSION OF THE MUTCD.
3. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SUCH THAT THE SIGN OR DEVICE FARTHEST FROM THE WORK AREA SHALL BE PLACED FIRST AND SHALL BE PLACED PROGRESSIVELY TOWARD WORK AREA.
4. CONSTRUCTION SIGNAGE SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE MESSAGE IS NOT APPLICABLE OR NOT IN USE.
5. DEPICTED SIGNS WITH "W" CLASSIFICATION SHALL BE BLACK LETTERING ON CONSTRUCTION ORANGE BACK.
6. CALL FOR UTILITY LOCATES PRIOR TO SIGN INSTALLATION.

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

DESIGNED BY : RTL
DRAWN BY : WSR
CHECKED BY :
DATE : 04/28/2022

NO.	DATE	REVISION	BY	APP.

KRUGER RD M.P. 1.20
CULVERT REPLACEMENT

COUNTY MAINTENANCE PROJECT NO: 1904

TRAFFIC CONTROL PLAN

SHEET 1 OF 1

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

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

Date: Apr 28, 2023

RODNEY TROY LAKEY STATE OF WASHINGTON #39873 REGISTERED PROFESSIONAL ENGINEER