Lewis County
Department of Public Works
Engineering Division

CONTRACT
PROVISIONS AND PLANS
FOR THE:

COAL CREEK DRIVE LONG

TERM BANK PROTECTION

COUNTY MAINTENANCE PROJECT NO. SM15F739300030
FEMA PROJECT NO. DR 4253

May 2018

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

BOARD OF COUNTY COMMISSIONERS

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TABLE OF CONTENTS

SPECIAL PROVISIONS ............................................................................................................. 7
1-01, DESCRIPTION OF WORK .............................................................................................. 7
1-02, BID PROCEDURES AND CONDITIONS ...................................................................... 8
  1-02.1 Prequalification of Bidders ...................................................................................... 8
  1-02.1 Qualifications of Bidder ......................................................................................... 8
  1-02.2 Plans and Specifications ......................................................................................... 8
  1-02.6 Preparation Of Proposal ......................................................................................... 8
  1-02.12 Public Opening Of Proposal ................................................................................. 8
  1-02.14 Disqualification of Bidders .................................................................................. 9
  1-02.15 Pre Award Information ......................................................................................... 12
1-03, AWARD AND EXECUTION OF CONTRACT ................................................................ 13
  1-03.3 Execution of Contract ............................................................................................ 13
  1-03.4 Contract Bond ......................................................................................................... 13
1-05, CONTROL OF WORK .................................................................................................. 14
  1-05.7 Removal of Defective and Unauthorized Work ................................................... 14
  1-05.13 Superintendents, Labor and Equipment of Contractor ....................................... 15
  1-05.14 Cooperation With Other Contractors .................................................................. 15
  1-05.15 Method of Serving Notices .................................................................................. 15
1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC .................... 15
  1-07.2 State Taxes ............................................................................................................ 15
  1-07.2(2) State Sales Tax — Rule 170 ............................................................................. 16
  1-07.2(3) Services ............................................................................................................ 17
  1-07.5(2) State Department of Fish and Wildlife ............................................................... 17
  1-07.5(3) State Department of Ecology .......................................................................... 17
  1-07.5(3) U.S. Army Corps of Engineers ....................................................................... 17
  1-07.9 Wages ................................................................................................................... 19
  1-07.15, Temporary Water Pollution/Erosion Control ...................................................... 26
  1-07.15(1) Spill Prevention, Control and Countermeasures Plan ..................................... 26
  1-07.17 Utilities and Similar Facilities .............................................................................. 27
  1-07.18 Public Liability and Property Damage Insurance .............................................. 28
  1-07.18 Insurance ............................................................................................................ 28
  1-07.18(1) General Requirements .................................................................................. 28
  1-07.18(2) Additional Insured ......................................................................................... 29
  1-07.18(3) Subcontractors ............................................................................................... 29
  1-07.18(4) Verification of Coverage ............................................................................... 29
  1-07.18(5) Coverages and Limits ..................................................................................... 30
    1-07.18(5)A Commercial General Liability ................................................................. 30
    1-07.18(5)B Automobile Liability ............................................................................... 30
    1-07.18(5)C Workers’ Compensation ....................................................................... 31
## 1-07.23, PUBLIC CONVENIENCE AND SAFETY

1-07.23(1) Construction Under Traffic

## 1-08, PROSECUTION AND PROGRESS

1-08.0 Preliminary Matters
1-08.0(1) Preconstruction Conference
1-08.1 Subcontracting
1-08.1(1) Subcontract Completion and Return of Retainage Withheld
1-08.3(2)A Type A Progress Schedule
1-08.4 Prosecution Of Work
1-08.4(1) Notice to Proceed and Prosecution of Work
1-08.5 Time For Completion

## 1-09, MEASUREMENT AND PAYMENT

1-09.1 Retainage
1-09.1(1) Subcontract Completion and Return of Retainage Withheld
1-09.3 Claims Resolution
1-09.3(1) Claim
1-09.3(3)A Administration of Arbitration
1-09.11 Disputes and Claims
1-09.11(3) Time Limitation and Jurisdiction
1-09.13 Claims Resolution
1-09.13(3) Claims $250,000 or Less
1-09.9 Payments

## 1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management
1-10.2(1) General
1-10.2(3) Conformance to Established Standards
1-10.3A Construction Signs
1-10.4 Measurement

## 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.2 Disposal of Usable Material and Debris
2-01.2(2) Disposal Method No. 2 - Waste Site
2-01.3(1) Clearing

## 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
2-02.3 Construction Requirements

## 2-03 ROADWAY EXCAVATION AND EMBANKMENT

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

## 3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources
3-01.4(1) Acquisition and Development

## 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description
8-01.2 Materials
8-01.3 Construction Requirements
8-01.3(2) Seeding, Fertilizing, and Mulching
8-01.3(2)B Seeding and Fertilizing
8-01.3(2)D Mulching .......................................................... 43
8-01.3(2)E Tacking Agent and Soil Binders ................................. 44
8-01.3(7) Stabilized Construction Entrance ................................ 44
8-01.4 Measurement .................................................................. 44
8-01.5 Payment ........................................................................ 44

8-02 ROADSIDE RESTORATION .................................................... 44
8-02.1 Description ...................................................................... 45
8-02.3 Construction Requirements .......................................... 45
8-02.3(14) Plant Replacement ...................................................... 46
8-02.4 Measurement .................................................................. 46
8-02.5 Payment ........................................................................ 46

8-15, RIP RAP .................................................................................. 46
8-15.1 Description ...................................................................... 46
8-15.2 Materials .......................................................................... 47
Logs......................................................................................... 47
Connection Hardware ............................................................... 47
Boulder Anchors .................................................................... 47
Rock for Erosion and Scour Protection .................................. 48
Epoxy ..................................................................................... 48
8-15.3 Construction Requirements ............................................. 48
Log and Boulder Anchor Placement .......................................... 48
Log to Log Connections ............................................................ 48
Log to Boulder Connections ..................................................... 49
Placement of Rock for Erosion and Scour Protection ............... 49
Log Jam Completion ............................................................... 49
8-15.4 Measurement .................................................................. 50
8-15.5 Payment ........................................................................ 50

9-13 RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK FOR 
EROSION AND SCOUR PROTECTION AND ROCK WALLS .................. 50
9-13.7 Rock For Rock Wall ......................................................... 50
9-13.7(1) Rock For Rock Walls and Chinking Material ................ 50
LEWIS COUNTY ESTIMATES AND PAYMENT POLICY ................ 52

STANDARD PLANS ....................................................................... 55

APPENDIX A .............................................................................. 65

APPENDIX B .............................................................................. 67

FEDERAL CONTRACT PROVISIONS ................................................. 67

APPENDIX C .................................................................................. 75

BID PROPOSAL DOCUMENTS .......................................................... 75

APPENDIX D .............................................................................. 85

CONTRACT DOCUMENTS .............................................................. 85

POWER EQUIPMENT LIST ............................................................ 91

APPENDIX E .................................................................................. 93
INTRODUCTION

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

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

Section 1-02, Bid Procedures and Conditions

April 2, 2018

1-02.6 Preparation of Proposal

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

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

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

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

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

The following new paragraph is inserted before the last paragraph:

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

1-02.13 Irregular Proposals

Item 1(h) is revised to read:

h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that
is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

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

i. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Trucking Credit Form, if applicable, as required in Section 1-02.6, or if the Form that is submitted fails to meet the requirements of the Special Provisions;

j. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Broker Agreement, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that the fee/commission is reasonable as determined by the Contracting Agency; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

SECTION 1-05, CONTROL OF WORK

April 2, 2018

1-05.9 Equipment

The following new paragraph is inserted before the first paragraph:

Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The Engineer will reject equipment from the site until it returns clean.

This section is supplemented with the following:

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

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

April 2, 2018

1-07.5 Environmental Regulations

This section is supplemented with the following new subsections:

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

When temporary fills are permitted, the Contractor shall remove fills in their entirety and the affected areas returned to pre-construction elevations.

If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the permit or verification letter to all subcontractors involved with the authorized work prior to their commencement of any work in waters of the U.S.
1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service
The Contracting Agency will provide fish exclusion and handling services if the Work dictates. However, if the Contractor discovers any fish stranded by the project and a Contracting Agency biologist is not available, they shall immediately release the fish into a flowing stream or open water.

1-07.5(1) General

The first sentence is deleted and replaced with the following:

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

The third paragraph is deleted.

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

This section is revised to read:

In doing the Work, the Contractor shall:

1. Not degrade water in a way that would harm fish, wildlife, or their habitat.

2. Not place materials below or remove them from the ordinary high water line except as may be specified in the Contract.

3. Not allow equipment to enter waters of the State except as specified in the Contract.

4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise.

5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.


7. Dispose of any project debris by removal, burning, or placement above high-water flows.

8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

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

1-07.7(1) General

The first sentence of the third paragraph is revised to read:
When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).

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

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

1-07.9(2) Posting Notices

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

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

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

1-07.11(2) Contractual Requirements

In this section, “creed” is revised to read “religion”.

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

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

1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include but are not limited to:

   a. Persistent conduct that is offensive and unwelcome.

   b. Conduct that is considered to be hazing.

   c. Jokes about race, gender, or sexuality that are offensive.

   d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person’s ability to perform their job or creates an intimidating, hostile, or offensive work environment.

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

   f. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual’s reputation.

1-07.11(5) Sanctions

This section is supplemented with the following:

Immediately upon the Engineer’s request, the Contractor shall remove from the Work site any employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including but not limited to those described in these specifications.
1-07.11(6) Incorporation of Provisions

The first sentence is revised to read:

The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

1-07.18 Public Liability and Property Damage Insurance

Item number 1 is supplemented with the following new sentence:

This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.
INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

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

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

(date)   General Special Provision
******   Notes a revision to a General Special Provision
(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 *** Coal Creek Drive cul-de-sac by excavating and replacing with crushed surfacing material, constructing 570 feet of bank protection which consist of large woody material inter-connected and ballasted with boulders all connected using all thread rod or coil rod and the installation of willow stakes within the bank protection structure, hydroseeding and planting trees, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.
1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
Delete this Section and replace it with the following:

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

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

1-02.2 Plans and Specifications
(******)
The first paragraph of section 1-02.2 is revised to read:

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

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

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

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

1-02.6 Preparation Of Proposal
(August 2, 2004)
The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.12 Public Opening Of Proposal
(******)
Section 1-02.12 is supplemented with the following:

Date and Time of Bid Opening
The Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on June 12, 2018, at the Lewis County Courthouse, Chehalis, Washington, for Coal Creek Drive Long Term Bank Protection Project – SM15F739300030, FEMA Project No. DR 4253.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, June 12, 2018
(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. Bids submitted after 11:00 AM will not be considered for this project.)
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 11:00 a.m. on the date specified for opening, and in an envelope clearly marked: “SEaled BID FOR COAL CREEK DRIVE LONG TERM BANK PROTECTION PROJECT – SM15F739300030, FEMA PROJECT NO. DR 4253, TO BE OPENED ON OR AFTER 11:00 A.M. ON JUNE 12, 2018.

1-02.13 Irregular Proposals
(June 20, 2017 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, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder’s completed UDBE Utilization Certification that they are in agreement with the bidder’s UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j. The Bidder fails to submit UDBE 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 Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   l. 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
(July 31, 2017 APWA GSP, Option B)

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

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

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

1. **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 shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

   A. **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 Supplemental Criteria 3-7 stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets supplemental criteria 3-7 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-7. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder’s compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Biddiers 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
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

Revise this section to read:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 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

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).

1-05, CONTROL OF WORK

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

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.
Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor’s unauthorized work.

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

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

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

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer’s office. Electronic copies such as e-mails or electronically delivered 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

1-07.2 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:

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:

(April 2, 2018)
The Contractor may begin Work below the Ordinary High Water Line on *** July 15th *** and must complete all the Work by *** September 30th ***.

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

1-07.5(3) State Department of Ecology

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

(August 3, 2009)
The Contractor shall notify the Engineer a minimum of *** 10 *** calendar days prior to commencing any work in environmentally sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement. At the time of notification, the Contractor shall submit a work plan for review and approval detailing how the work will be performed. Plan detail must be sufficient to verify that work is in conformance with all contract provisions.

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

1-07.5(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)
The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide Permit Verification Letter, conditions, and permit drawings on the worksite for the life of the Contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies of the items above listed to all Sub-Contractors involved with the authorized work prior to their commencement of any work.

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

(February 25, 2013)
Any temporary fills placed must be removed in their entirety and the affected areas returned to their pre-construction elevation.

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

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

<table>
<thead>
<tr>
<th>Name of Permit</th>
<th>Permitting Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMA Endangered Species Programmatic (FESP)</td>
<td>NOAA Fisheries</td>
</tr>
<tr>
<td>Nationwide Permit 13</td>
<td>US Army Corps of Engineers</td>
</tr>
<tr>
<td>Section 401 Water Quality Certification</td>
<td>Washington State Department of Ecology</td>
</tr>
<tr>
<td>Hydraulic Permit Approval</td>
<td>Washington State Department of Fish and Wildlife</td>
</tr>
<tr>
<td>SEPA Exemption</td>
<td>Lewis County Community Development (LCCD)</td>
</tr>
<tr>
<td>Shoreline Exemption</td>
<td>LCCD</td>
</tr>
<tr>
<td>Floodplain Permit</td>
<td>LCCD</td>
</tr>
</tbody>
</table>
In accordance with the FESP capture of fish will be supervised by a **qualified fish biologist** with experience in work area isolation and competent to ensure the safe handling of all fish. The **Contractor is to provide the fish biologist.** Additional details are provided in the environmental commitments as well as Section 8.01.3 Water Isolation.

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

**1-07.9 Wages**

**1-07.9(1) General**

(******)

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

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

(April 2, 2007)

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

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

(******)

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(April 2, 2018)
Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)


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

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until further notice</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

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 Aiton; 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

Additional information may be found at the U.S. Department of Labor website: https://www.dol.gov/ofccp/regs/compliance/preaward/cnstnote.htm
4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

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

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

1-07.15, Temporary Water Pollution/Erosion Control

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
Section 1-07.15(1) is supplemented with the following:

(August 3, 2009)
The Contractor shall address the following items in the SPCC Plan in addition to the requirements of Section 1-07.15(1):

Mixing, Transfers, & Storage
1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.

2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.

3. Proper security shall be maintained to prevent vandalism.

4. Drip pans or other protective devices shall be required for all transfer operations.

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

**Maintenance of Equipment**

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

**Disposal**

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

**Reporting and Cleanup**

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

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

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

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

- Ecology Southwest Regional Office (360) 407-6300

Report immediately if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days.

(April 2, 2007)

**1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

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

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

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project may be obtained from the Engineer. If no one-number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of proposed excavation.
The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor’s expense.

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

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

1-07.18 Public Liability and Property Damage Insurance

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

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

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

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

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

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

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

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

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

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

1-07.18(2) Additional Insured
All insurance policies, with the exception of Workers Compensation, and of Professional Liability and
Builder’s Risk (if required by this Contract) shall name the following listed entities as additional
insured(s) using the forms or endorsements required herein:

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

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

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

1-07.18(3) Subcontractors
The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
except the Contractor shall have sole responsibility for determining the limits of coverage required to
be obtained by Subcontractors.

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

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

1-07.18(4) Verification of Coverage
The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
endorsements for each policy of insurance meeting the requirements set forth herein when the
Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such
verification of coverage with these insurance requirements or failure of Contracting Agency to
identify a deficiency from the insurance documentation provided shall not be construed as a waiver
of Contractor’s obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not 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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury each offence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Stop Gap / Employers’ Liability each accident</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined single limit each accident</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
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.

1-07.23, public convenience and safety

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

(January 2, 2012)  
Work Zone Clear Zone  
The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor’s operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Regulatory Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-08, PROSECUTION AND PROGRESS

1-08.0 Preliminary Matters  
(May 25, 2006 APWA GSP)
Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

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

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

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

1-08.1 Subcontracting
(February 16, 2018 APWA GSP)

The eighth and ninth paragraphs are revised to read:

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

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency’s copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

1-08.1 Subcontracting
Section 1-08.1 is supplemented with the following:

(October 12, 1998)
Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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

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

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

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

(June 27, 2011)
The following procedures shall apply to all subcontracts entered into as a part of this Contract:

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

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
   a. Withholding of payments until the Prime Contractor or Subcontractor complies
   b. Failure to comply shall be reflected in the Prime Contractor’s Performance Evaluation
   c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
   d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.
Conditions
This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

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

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

Revise this section to read:

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

1-08.4 Prosecution Of Work
Delete this section and replace it with the following:

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

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

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

1-08.5 Time For Completion
(March 13 1995)
Section 1-08.5 is supplemented with the following:

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

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

Revise the sixth paragraph to read:

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

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

(* *****)
This project shall be physically completed within *** 60 *** working days. See Section 1-07.5(2) for additional information.

1-09, MEASUREMENT AND PAYMENT

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

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

1-09.9 Payments
Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

1-09.11 Disputes and Claims

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

Revise this section to read:

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

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(July 23, 2015 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency’s headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Claims in Excess of $250,000

Section 1-09.13(4) is hereby deleted and replaced by the following:

CLAIMS RESOLUTION

(******)

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

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

1. The name, business address and contact telephone number of each witness who will testify at the hearing.

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

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

1-10, TEMPORARY TRAFFIC CONTROL
1-10.2 Traffic Control Management

1-10.2(1) General
(December 1, 2008)

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

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

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

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

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

1-10.2(3) Conformance to Established Standards
(******)
Section 1-10.2(3) is supplemented with the following:

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

1-10.3(3)A Construction Signs
(******)
Section 1-10.3(3) is supplemented with the following:

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

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

1-10.4 Measurement
Section 1-10.4 is supplemented with the following:

(******)
Traffic Control shall not be measured. The Contractor shall include all costs for Traffic Control in the other items of work.

“Construction Signs Class A” shall be measured per square foot.

DIVISION 2
EARTHWORK

2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

(******)
2-01.2 Disposal of Usable Material and Debris
Section 2-01.2 is supplemented with the following:

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

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

(******)
Distribute Trees and Slash on Site

Felled trees may be trimmed to generate slash for placement within the Log Structures as directed by the Engineer. Stems of felled trees smaller than 18 inches in diameter may be placed throughout the planting zones as directed by the Engineer for habitat enhancement.

The Contractor shall dispose of all debris and stems of felled trees larger than 18 inches in diameter at breast height by the disposal method described below.

(******)
2-01.2(2) Disposal Method No. 2 - Waste Site
Section 2-01.2 is supplemented with the following:

Stems of felled trees larger than 18 inches in diameter and all other debris shall be hauled to a waste site obtained and provided by the Contractor in accordance with Section 2-03.3(7)C.

(******)
2-01.3(1) Clearing
This section is revised to read:

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

2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
Section 2-02.1 is supplemented with the following:
This work shall consist of removing miscellaneous traffic items and fencing.

## 2-02.3 Construction Requirements
Section 2-02.3 is supplemented with the following:

### Removing Miscellaneous Items

(******)

The following miscellaneous items shall be removed and disposed of:

- *** Approximately 70 L.F. of Rock Wall ***
- *** Deck and Deck Supports ***

## 2-03 ROADWAY EXCAVATION AND EMBANKMENT

### 2-03.3(14)M Excavation of Channel and Ditches

(******)

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

The Contractor may elect to construct a temporary road for access to the Temporary Access Route to perform the Channel Excavation, construction of Log Structures, and other work as described in the Contract Plans and Special Provisions. Any rock products used for temporary road shall be placed on geosynthetic fabric. After completion of the Construction, the Contractor shall remove any temporary road elements and return the Temporary Access Route to its original condition and within 0.15 feet of original contours. All costs related to the Temporary Access Route including possible construction and removal of temporary road shall be considered incidental to other items of 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 8

### MISCELLANEOUS CONSTRUCTION

### 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL
8-01.1 Description
Section 8-01.1 is supplemented with the following:

This work consists of the installation of temporary facilities to provide a barrier between the stream flow and the work area during construction of Log Structures in and along the Cowlitz River. The Contractor may propose alternate methods of isolation other than the methods shown on the Drawings and described in these Specifications, or described in the permitting documents, if permit conditions are met and the method is approved by Engineer and Owner.

8-01.2 Materials
Section 8-01.2 is supplemented with the following:

Water isolation shall be Flexible Intermediate Bulk Containers (FIBC) filled with washed sand or washed rock gravel or other materials proposed by the Contractor and approved by Engineer. Water isolation shall be capable of satisfying permitting requirements and withstanding hydrostatic and hydraulic forces to at time of construction and overtopping with minimal damage to work elements.

8-01.3 Construction Requirements
Section 8-01.3 is supplemented with the following:

Water Isolation
Prior to beginning any work riverward and below top of bank, install water isolation to completely seal off the work area from flows in the stream channel and minimize exchange of turbid water from the work area to the active channel. Due to variability in stream bed elevations, water isolation barrier shall be installed to ensure a minimum of 1 foot of freeboard from the flowing water surface to the top of the water isolation barrier. The water isolation barrier may constrict the channel to no less than 1/3 of the active channel width prior to isolation. No excavation in the active channel may occur to install the water isolation barriers. The downstream most 200ft of cofferdam shall be installed prior to August 1st if all environmental permits and authorizations are acquired by July 15th. If permits are not received by July 15th the downstream most portion shall still be installed first and as quickly as is feasible once permits and authorizations are received.

In accordance with the FEMA Endangered Species Programmatic (FWSP) fish capture will be supervised by a qualified fisheries biologist, with experience in work area isolation and competent to ensure the safe handling of fish. It is anticipated fish rescue will occur using a seine net, 5-gallon buckets, and dip nets. If it is determined that seining is not an effective or feasible method for fish removal then electrofishing may occur. If electrofishing is deemed necessary it shall occur during the coolest time of the day. All conditions of electrofishing outlined in Appendix E under Fish Capture and Release must be implemented. The fisheries biologist shall monitoring and record fish presence, handling, and injury during all phases of fish capture and submit a fish salvage report, provided in Appendix E, to Lewis County. The Qualified Fish Biologist shall be certified to perform the electrofishing.

At completion of in-water work and prior to the end of the in-water work window, remove water isolation barriers and all associated materials from the active channel.
Due to site conditions, a crane is anticipated to be necessary to install Flexible Intermediate Bulk Containers. The Contractor shall bid the project to include use of a crane during Flexible Intermediate Bulk Containers installation.

The Contractor shall submit plans prior to Construction for review and approval by the Engineer, for setup area along with crane size, boom and load capacity, and lifting straps and equipment necessary to perform the work outlined for Water Isolation and Log Structure construction.

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

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

(* *****)

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

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

<table>
<thead>
<tr>
<th>Kind and Variety of Seed in Mixture by Common Name and (Botanical name)</th>
<th>Pounds Pure Live Seed (PLS) Per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Festuca subalata</td>
<td>24</td>
</tr>
<tr>
<td><strong>Bearded Fescue</strong></td>
<td></td>
</tr>
<tr>
<td>Agrostis exarata</td>
<td>24</td>
</tr>
<tr>
<td><strong>Spike Bentgrass</strong></td>
<td></td>
</tr>
<tr>
<td>Deschampsia caespitosa</td>
<td>12</td>
</tr>
<tr>
<td><strong>Tufted Hairgrass</strong></td>
<td></td>
</tr>
<tr>
<td>Lolium perenne</td>
<td>36</td>
</tr>
<tr>
<td><strong>Perennial Ryegrass</strong></td>
<td></td>
</tr>
<tr>
<td>Trifolium repens</td>
<td>24</td>
</tr>
<tr>
<td><strong>White Clover</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Pounds PLS Per Acre</strong></td>
<td>120</td>
</tr>
</tbody>
</table>

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

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

### 8-01.3(2)D Mulching

(* *****)

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

Medium-Term Wood Cellulose Fiber mulch shall be applied at a rate of 2,000 pounds per acre
with all permanent seed mixes and shall conform to Section 9-14.4(2)B Medium-Term Mulch of the Standard Specifications.

8-01.3(2)E Tacking Agent and Soil Binders
(******)
Section 8-01.3(2)E is supplemented with the following:

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

8-01.3(7) Stabilized Construction Entrance
(******)
The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the Standard Plan (I-80.10-02), prior to beginning any clearing, grubbing, embankment or excavation. All quarry spall material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.4 Measurement
(******)
Section 8-01.4 is supplemented with the following:

“Stabilized Construction Entrance” will be measured by the square yard for each entrance constructed. The work shall include all costs associated with constructing, material, operating, maintaining, removal of stabilized construction entrance, and return of the area to the condition prior to construction.

“Water Isolation” per Lump Sum will not be measured.

8-01.5 Payment
(******)
Section 8-01.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following Bid items that are included in the Proposal:

“Stabilized Construction Entrance” per square yard.

“Water Isolation”, per lump sum. The unit Contract price for “Water Isolation” shall be full payment for labor, tools, materials and equipment, and all incidentals necessary to install, maintain, and remove the water isolation throughout the duration of the project as described in the Permitting Documentation and as shown in the Plans. The Qualified Fish Biologist shall be considered incidental to this bid item.

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

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, and installing weed barrier mats (at tree locations in Zone 2) 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
Section 8-02.3 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 follows:

<table>
<thead>
<tr>
<th>Planting Zone</th>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Type</th>
<th>Size of Plants (Material)</th>
<th>Planting Density (Spacing)</th>
<th>Proportion of Planting in Strata (%)</th>
<th>Number of Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1: OHWM to Top of Bank</td>
<td>Salix lasiandra</td>
<td>Pacific Willow</td>
<td>3’ Cutting</td>
<td>live stakes</td>
<td>6’ centers</td>
<td>50</td>
<td>180</td>
</tr>
<tr>
<td></td>
<td>Salix sitchensis</td>
<td>Sitka Willow</td>
<td>3’ Cutting</td>
<td>live stakes</td>
<td>6’ centers</td>
<td>50</td>
<td>180</td>
</tr>
<tr>
<td>Zone 2: Riparian Zone Landward of Top of Bank</td>
<td>Pseudosuga menziesii</td>
<td>Douglas fir</td>
<td>T</td>
<td>2 gallon container</td>
<td>12’ centers</td>
<td>87</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Thuja plicata</td>
<td>Western Red Cedar</td>
<td>T</td>
<td>2 gallon container</td>
<td>12’ centers</td>
<td>13</td>
<td>4</td>
</tr>
</tbody>
</table>

Plant Establishment

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 Zone 2 shall be marked with a monitoring stake and include a biodegradable 3-foot square (or diameter) weed control mat. Weed control mats shall be Kraft Paper Square Mulch Mat, Vispore Tree Mat, Tree Square Mat, DeWitt Tree Mat Circle, or an equivalent weed control mat approved by the Engineer. Monitoring stakes shall be installed to a depth of 18 inches. Monitoring stakes shall be three to six feet above grade. The top six 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. 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.

8-02.3(14) Plant Replacement

(******)

8-02.03(14) is supplemented with the following:

Monitoring stakes will be installed to a depth of 18 inches. Monitoring stakes should be three to six feet above grade. The top six inches of the monitoring stakes shall be painted, with permanent paint (anticipated to last a period of 5 years), to aid in identification of dead and/or missing species. The Contractor shall provide the Contracting Agency an information chart showing monitoring stake color associated with the plant species at the end of the project.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(******)

“Streamside Mitigation Planting”, 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:

“Streamside Mitigation Planting”
The unit contract price per Lump Sum for “Streamside Mitigation Planting” shall be full compensation for furnishing and installing all plants, live stakes, monitoring stakes, weed control mats, 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 one-year plant guarantee period) shall be completed by others.

8-15, RIP RAP

8-15.1 Description

(******)

Section 8-15.1 is supplemented with the following:

This work consists of the construction of Log Structures that include furnishing, placing and anchoring Logs using Log to Boulder and Log to Log Connections, as designated in the Plans.
Due to site conditions, a crane is anticipated to be necessary to install portions of Log Structures. The Contractor shall bid the project to include use of a crane during Log Structure installation.

8-15.2 Materials

(******)
Section 8-15.2 is supplemented with the following:

Logs

Logs shall be imported Red Cedar, Douglas Fir, or Sitka Spruce species and be green and not stockpiled. Hemlock, Alder, Cottonwood, other deciduous trees, or dimensional lumber will not be accepted as Logs and shall not be used in the Log Jams. Logs shall have bark intact and undamaged, and have no limbs longer than 12 inches as measured from the stem. Logs shall be sound and free of rot, insect damage, or any preservative such as creosote. Logs and rootwads shall not be encrusted with silt, sands, or any fine material. The log diameter shall be measured at breast height, 4.5 feet from the rootwad, and not include local widening at the rootwad. Logs with rootwad shall consist of rootwad and stem, both intact and in one continuous piece, with a rootwad diameter of 4 to 6 feet. Logs without rootwad shall consist of the stem with two cut ends.

Log Sizing

Type 1 Logs shall be 22 to 26-inch diameter at breast height, with a minimum stem length of 20 feet, with no rootwad.

Type 2 Logs shall be 22 to 26-inch diameter at breast height, with a minimum stem length of 25 feet, and a rootwad.

Type 3 Logs shall be 22 to 26-inch diameter at breast height, with a minimum stem length of 30 feet, and a rootwad.

Connection Hardware

Log to Log connections comprise threaded rod, washers and nuts. Log to Boulder connections comprise threaded rod, eyes, shackle, washers and nuts. Threaded rod shall be ¾-inch diameter and conform to ASTM A193 Grade B7, galvanized or zinc finish. Nuts shall be 3/4” ASTM A194 Grade 2H Heavy Hex, galvanized or zinc finish. Washers shall be 4”-square, minimum 1/4” plate thickness, Grade A36. Eyes shall be drop forged steel, ¾” diameter, 8” long, with shoulder, and of sufficient eye diameter to easily connect the threaded rod and pass the shackle. Eyes and shackles shall have a working load limit equal to or greater than 9,000 pounds. All steel material shall be galvanized or zinc coated.

Alternate Log to Boulder or Log to Log connection methods may be used if the connection can be shown to have a minimum safe working load limit of 9,000 lbs, subject to Engineer review and approval. No chain, cable, or rope may be used in Log to Log or Log to Boulder connections.

Boulder Anchors

Boulders shall be described as Four or Five Man Rock in accordance with Section 9-13.7(1) of these Special Provisions, except that Boulders shall be defined as having a minimum weight of 8,000 pounds and an average dimension no less than 44 inches. The average dimension is the average of the three axes of the rock: Length, Width, and Thickness. Boulders shall have a suitable shape as described in Section 9-13.4(1). Subject to Engineer approval, alternate rock sizes may be used provided that the individual rock weight and other criteria are met. Boulders shall be placed with sub-angular faces exposed.
**Rock for Erosion and Scour Protection**

Rock for erosion and scour protection shall be in accordance with Section 9-13.4(2) Class B.

**Epoxy**

Epoxy adhesive shall be a two-component epoxy resin meeting the requirements of Section 9-26.1 for Epoxy Bonding Agents Type IV. The grade, class, and other properties of the epoxy adhesive shall be as recommended by the epoxy manufacturer and subject to approval by the Engineer. The epoxy adhesive shall be suitable for providing a long-term bond of the Anchor Rod to the Boulder Anchor in submerged (underwater) conditions, dry conditions, and variable submergence conditions. The epoxy adhesive shall bond the threaded rod to the rock for at least a load that corresponds to a 16,000 pound tensile load on the Anchor Rod. The embedment depth shall be determined based on the epoxy adhesive properties and shall be no less than 18 inches. The embedment depth and epoxy adhesive properties shall be submitted to the Engineer for review and approval prior to use.

**8-15.3 Construction Requirements**

Section 8-15.3 is supplemented with the following:

**Log and Boulder Anchor Placement**

The Contractor shall install all Log Structures as shown in the Plans or as directed by the Engineer. The Contractor shall notify the Engineer of the schedule at least 48 hours prior to any Log Structure installation activities. Logs, Boulder Anchors and Connection Hardware material shall be approved by the Engineer prior to installation.

The placement area of the Log Structures will be graded as shown in the Plans or as directed, prior to placement and connection of the individual Logs. No excavation shall be performed below the water surface encountered for the purposes of the Log Structure construction. Local bank excavation for suitable placement of Logs or Boulder Anchors shall be performed as directed by the Engineer. Local bank excavation shall be considered incidental to the unit cost of the Log or Boulder Anchor. See sheet 9 of 12, Detail F for information of use of excavated material, stockpiling for use as described in steps 1 and 2.

Log placements shown on the plans are approximate and the Contractor shall anticipate field direction by the Engineer throughout the installation of Log Structures. Field direction includes but is not limited to: approval of Log or Boulder Anchor locations and orientations; up to three minor adjustments to each Log position; approval of individual Log to Log or Log to Boulder Connections; and approval of backfill areas and compaction within the log structure. Final placements and orientations shall be verified by the Engineer.

Site conditions at the time of construction may require Log to Boulder, or Log to Log connections, be made prior to placing the Logs and Boulder Anchors as shown on plans. Care shall be taken to protect Logs and connections during installation. During installation of Log Structures, the Engineer may require the Contractor to adjust the placement or trim Logs to fit the conditions encountered at the site. If, during placement or position adjustment, a connection is damaged or deformed, the Contractor will repair or replace the connection at no additional cost.

**Log to Log Connections**

Each Log shall be secured tightly to lower Logs, where indicated on the plans, flush, so minimal gaps exist between Log stems. Log to Log connections shall be made by drilling a 7/8-inch diameter hole through adjacent Logs and pinning the two Logs together with threaded rod, washers, and nuts. The threads of the threaded rod shall be peened or the nut spot welded to
prevent loosening. Alternate methods of securing the nut to prevent loosening may be used with Engineer review and approval.

**Log to Boulder Connections**

Threaded rod shall be secured to the Boulder Anchor by drilling a hole into the Boulder Anchor, cleaning the hole, applying epoxy in the hole and inserting the threaded rod to bond to the Boulder Anchor. The hole shall be drilled towards the rock’s center of mass, to the approved depth, and drilled at a diameter recommended by the epoxy manufacturer. The rock shall be void of any cracks, fractures or other inconsistencies within 12 inches of the hole. Holes shall be cleaned per epoxy manufacturer’s recommendations and free of all dust, debris, oil, soap and other foreign substances. The threaded rod shall be cleaned of any oil residue or grease by dipping in a can of acetone or otherwise cleaning. The drill hole shall be filled with epoxy deep enough to ensure complete coverage with epoxy of the threaded rod. Epoxy shall not be applied in a submerged condition. The threaded rod shall be inserted into the drill hole such that the end of the threaded rod hits the bottom of the hole, and excess epoxy comes out of the top of the hole. Attach the eye to the threaded rod. Test the strength of bond after the minimum cure time recommended by the manufacturer by lifting the Boulder Anchor by the attached eye. If the bond fails, and if approved by the Engineer, a new connection may be made in an area away from the original drill hole.

The installation shall be monitored by the Engineer and may be altered by the Engineer to suit the conditions at the site. Boulder Anchors shall be visually inspected for cracks or fractures after drilling and replaced at the Contractor’s expense if defects are found and so ordered by the Engineer.

An eye shall be connected to the Log with a threaded rod. Drill a 7/8-inch diameter hole through the Log and insert a threaded rod. Finish one end of rod with washer and nut. Attach eye to the other end of the threaded rod.

Boulder Anchors shall be placed at the same elevation and immediately upstream of the Log they are to be attached to, at each end of the Log, as shown in the Plans or as directed by the Engineer. The eyes at the Log and Boulder Anchor will be connected with a shackle. After connection of shackle and acceptance by the engineer, foul threads of shackle, peen threaded rod and or spot weld nuts to prevent loosening or theft. Alternate methods of securing the eye or nut to prevent loosening may be used with Engineer review and approval. If the end of the Log is to be placed below the water surface, then the Log to Boulder Connection will be made and inspected by the Engineer prior to placement below the water surface.

**Placement of Rock for Erosion and Scour Protection**

After completion and approval of the Log Structures, the interstices of the Log Structures shall be backfilled as directed by the Engineer with Rock for Erosion and Scour Protection. Rock for Erosion and Scour Protection shall be placed in such a manner to produce a well graded mass with smaller fragments filling the space between the larger ones, to result in the minimum practicable percentage of voids. When placing, care shall be used to avoid disturbing the underlying material or damaging Logs or connections. Rock for Erosion and Scour Protection shall be placed in one-foot lifts, and compacted to the extent practical before placing subsequent lifts, to the total depth shown on the plans or as directed by the Engineer.

**Log Jam Completion**

Logs that extend above the banks or protrude into the air well above the Log Structure mass shall be trimmed in place, as directed in the field by the Engineer, such that each Log is within 12 to 30 inches of the ground or other Logs.
8-15.4 Measurement

Section 8-15.4 is supplemented with the following:

Type ___ Log shall be measured by each Log installed.

Boulder Anchor shall be measured by each stone installed.

Rock for Erosion and Scour Protection shall be measured by the ton.

8-15.5 Payment

Section 8-15.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items that are included in the Proposal:

“Type ___ Log”, per each.
The unit Contract price for “Type ___ Log” shall be full payment for furnishing, delivery, labor, tools, materials and equipment necessary to complete the Log Structures as described and as shown in the Plans, including but not limited to: Logs, threaded rod, connection hardware, anchor attachment material, epoxy adhesive, and local excavation required for placement of the Log Structures, and any final field adjustment of Log Structures as directed by the Engineer; and all incidentals necessary to satisfactorily complete the work.

“Boulder Anchor”, per each, shall be full payment for performing the Work as described, including all costs for materials, furnishing, delivery, labor, tools, drilling, placing, and local excavation.

“Rock for Erosion and Scour Protection”, per ton, shall be full pay for performing the Work as described, including all costs for materials, furnishing, delivery, labor, placement, and compaction.

DIVISION 9
MATERIALS

9-13 RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK FOR EROSION AND SCOUR PROTECTION AND ROCK WALLS

9-13.7 Rock For Rock Wall
Section 9-13.7 is supplemented with the following:

9-13.7(1) Rock For Rock Walls and Chinking Material

Section 9-13.7(1) is supplemented with the following:

The Rock for rock wall sizes Table is deleted and replaced with the following:

Four or Five Man Rock at 8,000 lbs minimum.

EXISTING SIGNS

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

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

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

All costs involved in removing and resetting existing signing as specified shall be considered incidental to the project and included in the various bid items therein. No additional compensation will be allowed.

**POWER EQUIPMENT**

(******)

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

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

**E-VERIFY**

(******)

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

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

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

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

APPENDICES

(July 12, 1999)

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

*****

APPENDIX A:
Washington State Prevailing Wage Rates
Wage Rate Supplements
Wage Rate Benefit Codes

APPENDIX B:

APPENDIX C:
Bid Proposal Documents

APPENDIX D:
Contract Documents

APPENDIX E:
Permitting Documents
Mitigation Planting Plan

APPENDIX F:
Contract Plans
(April 2, 2018)

**Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 7, 2017 is made a part of this contract.

The Standard Plans are revised as follows:

- **A-30.15**
  - DELETED

- **A-40.10**
  - Section View, PCCP to HMA Longitudinal Joint, callout, was – “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. 5-04.3(12)B” is revised to read; “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2”

- **A-50.10**
  - Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

- **A-50.20**
  - Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

- **A-50.30**
  - Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

- **A-60.30**
  - Note 4, was – “If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane.” Is revised to read; “If the ACP and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane.”

- **B-10.20**
  - Substitute “step” in lieu of “handhold” on plan

- **B-25.20**
  - Note 4, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified in the Contract. Provide two holes in the Frame that are vertically aligned with the grate slots. The frame shall accept the 5/8” x 11 NC x 2” allin head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies among manufacturers. See BOLT-DOWN DETAIL, Standard Plan B-30.10. Is revised to read; “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies by manufacturer.” See BOLT-DOWN DETAIL, Standard Plan B-30.10.

- Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements
B-30.70
Note 2, was – “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” -1 NC x 2” Allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer.” Is revised to read; “Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.”

RING PLAN, callout, was – “DRILL AND TAP 5/8” – 11NC HOLE FOR 1 1/2” X 5/8” STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)” is revised to read; “SEE NOTE 2”

B-90.40
Valve Detail - DELETED

B-95.40
Dimension, Section A, dimension between grate and curb, was – 3”, is revised to read: 1”

C-4b
DELETED

C-4e
DELETED

C-16b
DELETED

C-22.14
DELETED

C-22.16
Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 31/12”

C-22.40
Elevation View, MSKT-SP-MGS (TL-3), dimension, MSKT-SP-MGS (TL-3) SYSTEM LENGTH = 50’ – 0” , dimension is revised to read: 46’ – 101/2”

C-22.41
DELETED

C-22.45
Elevation View, MSKT-SP-MGS (TL-2), Dimension, “MSKT-SP-MGS (TL-2) SYSTEM LENGTH = 25’ – 0””; the 25’ - 0” dimension is shown to begin at the centerline of POST 1 and terminate at the Mid-Span Splice located between (unlabeled) POST 6 and (unlabeled) POST 7. The dimension is revised to begin at the centerline of POST 1 and terminate at the centerline of (unlabeled) POST 5.
D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20
Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25
Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

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

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

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

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-10.12
Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40
“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42
DELETE – “Extruded Curb at Cut Slope” View

G-22.10
Sheet 2, Elevation, Three-Post Installation, Dimension, upper right, was – “.035” is revised to read: “0.35X”

G-24.60
Sheet 1, View A, Dimension @ Bottom of sign, is = 3” is revised to read: 6”.

G-60.10
Sheet 3, TYPICAL TRUSS DETAILS, BASE ~ TOP, callout, was – “15/16”(IN) DIAM. HOLES FOR FOUR, 7/8” (IN) DIAM. BOLTS (ASTM A 325)” is revised to read: “15/16”(IN) DIAM. HOLES FOR FOUR, 7/8” (IN) DIAM. BOLTS (ASTM F3125, GRADE A325)”

G-90.10
TOP VIEW, callout, was – “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)” is revised to read: “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)”

G-95.10
Sheet 2, Detail “B”, Plan View, callout, was – “5/8” DIAM. ASTM A 325 H.S. BOLT W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-03.3(33)” is revised to read: “5/8” DIAM. ASTM F 3125, GRADE A325 H.S. BOLT W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-03.3(33)”

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-30.30
8” Diameter Wattle Spacing Table, lower left corner, was – “Slope:1H : 1V, Maximum Spacing:10′ – 0” is revised to read: “Slope:1H : 1V, Maximum Spacing:8’ – 0”.
J-3
DELETED

J-3b
DELETED

J-3C
DELETED

J-10.21
Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22
Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”


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

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

J-20.10
Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11
Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type PS or Type 1 Signal Pole”

Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”

Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

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

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30" (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30" (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 1)”
Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ 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 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

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

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4’- 6” is revised to read; 6’-0” (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-26.20
Sheet 1, NOTES, Note 5, was - “Connecting/clamping bolts AASHTO M 164 (ASTM A325)” is revised to read: “Connecting/clamping bolts ASTM F3125 GRADE A325”
Was - “NUTS AASHTO M 291 (ASTM A263) GRADE DH” is revised to read: “NUTS ASTM A563 GRADE DH”

J-28.43
KEY notes, note 1, was – “CLAMPING BOLTS, 7/8” (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM
A325)” is revised to read: “CLAMPING BOLTS, 7/8” (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM F3125 GRADE A325)”

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

J-60.14
All references to J-16b (6x) are revised to read; J-60.11

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-11.10
Layout, dimension (from stop bar to “X”), was – 23’ is revised to read; 24’

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-40.00-00……..8/11/09  A-50.30-00……..11/17/08
A-10.20-00……10/5/07  A-40.10-03……..12/23/14  A-50.40-00……..11/17/08
A-10.30-00……10/5/07  A-40.15-00……..8/11/09  A-60.10-03……..12/23/14
A-20.10-00…….8/31/07  A-40.20-04……..1/18/17  A-60.20-03……..12/23/14
A-30.10-00…….11/8/07  A-40.50-02……..12/23/14  A-60.30-00……11/8/07
A-30.30-01…..6/16/11  A-50.10-00……11/17/08  A-60.40-00…….8/31/07
A-30.35-00……10/12/07  A-50.20-01…….9/22/09

B-5.20-02……1/26/17  B-30.50-02……1/26/17  B-75.20-01……6/10/08
B-5.40-02……1/26/17  B-30.70-03……4/26/12  B-75.50-01……6/10/08
B-5.60-02……1/26/17  B-30.80-00……6/8/06  B-75.60-00……6/8/06
B-10.20-01……2/7/12  B-30.90-02……1/26/17  B-80.20-00……6/8/06
B-10.40-01……1/26/17  B-35.20-00……6/8/06  B-80.40-00……6/1/06
B-10.60-00……6/8/06  B-35.40-00……6/8/06  B-82.20-00……6/1/06
B-10.70-00……1/26/17  B-40.20-00……6/1/06  B-85.10-01……6/10/08
B-15.20-01……2/7/12  B-40.40-02……1/26/17  B-85.20-00……6/1/06
B-15.40-01……2/7/12  B-45.20-01……7/11/17  B-85.30-00……6/1/06
B-15.60-02……1/26/17  B-45.40-01……7/21/17  B-85.40-00……6/8/06
B-20.20-02……3/16/12  B-50.20-00……6/1/06  B-85.50-01……6/10/08
B-20.40-03……3/16/12  B-55.20-01……1/26/17  B-90.10-00……6/8/06
B-20.60-03……3/15/12  B-60.20-00……6/8/06  B-90.20-00……6/8/06
B-25.20-01……3/15/12  B-60.40-00……6/1/06  B-90.30-00……6/8/06
B-25.60-01……1/26/17  B-65.20-01……4/26/12  B-90.40-01……1/26/17
B-30.10-02……1/26/17  B-65.40-00……6/1/06  B-90.50-00……6/8/06
B-30.20-03……1/26/17  B-70.20-00……6/1/06  B-95.20-01……2/3/09
B-30.30-02……1/26/17  B-70.60-01……1/26/17  B-95.40-00……6/8/06
B-30.40-02........1/26/17

C-1..............7/12/16 C-6..............7/15/16 C-23.60-04......7/21/17
C-1a............7/14/15 C-6a............10/14/09 C-24.10-01......6/11/14
C-1b............7/14/15 C-6c............7/15/16 C-25.20-06......7/14/15
C-1c............7/12/16 C-6d............7/15/16 C-25.22-05......7/14/15
C-1d.........10/31/03 C-6f............7/15/16 C-25.26-03......7/14/15
C-1e............6/00 C-7............6/16/11 C-25.80-04......7/15/16
C-2a...........6/21/06 C-7a............6/16/11 C-40.14-02......7/2/12
C-2b...........6/21/06 C-8............2/10/09 C-40.16-02......7/2/12
C-2c...........6/21/06 C-8a............7/25/97 C-40.18-03......7/21/17
C-2d...........6/21/06 C-8b............2/29/16 C-70.10-01......6/17/14
C-2e...........6/21/06 C-8e............2/21/07 C-75.10-01......6/11/14
C-2f............3/31/97 C-8f............6/30/04 C-75.20-01......6/11/14
C-2g...........7/27/01 C-10............7/15/16 C-75.30-01......6/11/14
C-2h...........3/31/97 C-16a............7/21/17 C-80.10-01......6/11/14
C-2i............3/31/97 C-20.10-04......7/21/17 C-80.20-01......6/11/14
C-2j...........6/12/98 C-20.11-00......7/21/17 C-80.30-01......6/11/14
C-2k...........7/12/16 C-20.14-03......6/11/14 C-80.40-01......6/11/14
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C-2m...........7/12/16 C-20.18-02......6/11/14 C-85.10-00......4/8/12
C-2n...........7/12/16 C-20.19-02......6/11/14 C-85.11-00......4/8/12
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C-2q...........7/2/12 C-20.42-05......7/14/15 C-85.16-01......6/17/14
C-2r...........6/27/11 C-20.45.01.......7/2/12 C-85-18-01.......6/11/14
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C-2t...........6/27/11 C-20.45.01.......7/2/12 C-85.30-01.......6/11/14
C-2u...........3/28/97 C-20.45.01.......7/2/12 C-85.40-01.......6/11/14
C-2v...........3/28/97 C-20.45.01.......7/2/12 C-85.50-00.......4/8/12
C-2w...........3/28/97 C-20.45.01.......7/2/12 C-85.60-00.......4/8/12
C-2x...........3/28/97 C-20.45.01.......7/2/12 C-85.70-00.......4/8/12
C-2y...........3/28/97 C-20.45.01.......7/2/12 C-85.80-00.......4/8/12
C-2z...........3/28/97 C-20.45.01.......7/2/12 C-85.90-00.......4/8/12
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D-2.08-00........11/10/05 D-2.66-00........11/10/05 D-6..............6/19/98
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D-2.22-00........11/10/05 D-2.86-00........11/10/05 D-10.30-00......7/8/08
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2. G-10.10-00, G-10.15-00...
3. I-10.10-01, I-30.10-02...
4. J-10.00-03, J-10.05-00...

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APPENDIX A

Washington State Prevailing Wage Rates

Wage Rate Supplements

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

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

---

**Journey Level Prevailing Wage Rates for the Effective Date: 5/17/2018**

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<td>Lewis</td>
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<td>Fence Laborer</td>
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<td>Lewis</td>
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<td>Journey Level</td>
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<td>Lewis</td>
<td>Heat &amp; Frost Insulators And Asbestos Workers</td>
<td>Journeyman</td>
<td>$67.93</td>
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<td>Lewis</td>
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<td>Hod Carriers &amp; Mason Tenders</td>
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<td>7A</td>
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<td>Inland Boatmen</td>
<td>Boat Operator</td>
<td>$61.41</td>
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<td>Cook</td>
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<td>Deckhand</td>
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<td>Deckhand Engineer</td>
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<td>Cement Dumper-paving</td>
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<td>Laborers</td>
<td>Change House Or Dry Shack</td>
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<td>7A</td>
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<td>Laborers</td>
<td>Chipping Gun (under 30 Lbs.)</td>
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<td>Chipping Gun (30 Lbs. And Over)</td>
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<td>Laborers</td>
<td>Concrete Dumper/chute Operator</td>
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<td>7A</td>
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<td>Concrete Form Stripper</td>
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<td>Concrete Saw Operator/core Driller</td>
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<td>Crusher Feeder</td>
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<td>7A</td>
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<td>Laborers</td>
<td>Demolition: Wrecking &amp; Moving (incl. Charred Material)</td>
<td>$46.57</td>
<td>7A</td>
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<td>Ditch Digger</td>
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<td>7A</td>
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<td>7A</td>
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<td>Faller &amp; Bucker Chain Saw</td>
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<td>7A</td>
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<td>7A</td>
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<td>Grade Checker &amp; Transit Person</td>
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<td>7A</td>
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<td>Grinders</td>
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<td>7A</td>
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<td>7A</td>
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<tr>
<td>Laborers</td>
<td>Groutmen (pressure)including Post Tension Beams</td>
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<td>7A</td>
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<td>7A</td>
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<td>Motorman-dinky Locomotive</td>
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<td>Laborers</td>
<td>Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air &amp; Water On Concrete &amp; Rock, Sandblast, Gunite, Shotcrete, Water Bla</td>
<td>$47.44</td>
<td>7A</td>
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<td>Pavement Breaker</td>
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<td>Pipe Layer Lead</td>
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<td>7A</td>
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<td>Pipe Layer/tailor</td>
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<td>7A</td>
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<td>Pipe Pot Tender</td>
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<td>7A</td>
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<td>Power Jacks</td>
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<td>7A</td>
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<td>7A</td>
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<td>Raker - Asphalt</td>
<td>$48.02</td>
<td>7A</td>
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<td>Ret-timberman</td>
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<td>7A</td>
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<td>7A</td>
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<td>Rigger/signal Person</td>
<td>$47.44</td>
<td>7A</td>
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<td>Rip Rap Person</td>
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<td>7A</td>
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<td>Rivet Buster</td>
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<td>7A</td>
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<td>Rodder</td>
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<td>7A</td>
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<td>Scaffold Erector</td>
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<td>Scale Person</td>
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<td>7A</td>
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<td>Sloper (over 20')</td>
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<td>7A</td>
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<td>Sloper Sprayer</td>
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<td>7A</td>
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<td>Spreader (concrete)</td>
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<td>7A</td>
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<p>| Lewis | Journey Level | $57.43 | 5D | 4C |
| Plasterers | Journey Level | $54.89 | 7Q | 1R |
| Playground &amp; Park Equipment Installers | Journey Level | $11.50 | | 1 |
| Plumbers &amp; Pipefitters | Journey Level | $67.47 | 5A | 1G |
| Power Equipment Operators | Asphalt Plant Operator | $60.49 | 7A | 3C | 8P |
| Power Equipment Operators | Assistant Engineers | $56.90 | 7A | 3C | 8P |
| Power Equipment Operators | Barrier Machine (zipper) | $59.96 | 7A | 3C | 8P |
| Power Equipment Operators | Batch Plant Operator: Concrete | $59.96 | 7A | 3C | 8P |
| Power Equipment Operators | Bobcat | $56.90 | 7A | 3C | 8P |
| Power Equipment Operators | Brokk - Remote Demolition Equipment | $56.90 | 7A | 3C | 8P |
| Power Equipment Operators | Brooms | $56.90 | 7A | 3C | 8P |
| Power Equipment Operators | Bump Cutter | $59.96 | 7A | 3C | 8P |
| Power Equipment Operators | Cableways | $60.49 | 7A | 3C | 8P |
| Power Equipment Operators | Chipper | $59.96 | 7A | 3C | 8P |
| Power Equipment Operators | Compressor | $56.90 | 7A | 3C | 8P |
| Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Over 42m | $60.49 | 7A | 3C | 8P |
| Power Equipment Operators | Concrete Finish Machine - laser Screed | $56.90 | 7A | 3C | 8P |
| Power Equipment Operators | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure | $59.49 | 7A | 3C | 8P |
| Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Up To 42m | $59.96 | 7A | 3C | 8P |</p>
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<th>Description</th>
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<td>Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)</td>
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<td>Cranes: 20 Tons Through 44 Tons With Attachments</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Horizontal/directional Drill Operator</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Hydralifts/Boom Trucks Over 10 Tons</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Loader, Overhead 8 Yards. &amp; Over</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Loaders, Overhead Under 6 Yards</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
<td>Loaders, Plant Feed</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
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<td>Loaders: Elevating Type Belt</td>
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<td>Power Equipment Operators</td>
<td>Locomotives, All</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
<td>Material Transfer Device</td>
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<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Mechanics, All (Leadmen - $0.50 Per Hour Over Mechanic)</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
<td>Motor patrol graders</td>
<td>$60.49</td>
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<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Outside Hoists (elevators And Manlifts), Air Tuggers,strato</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 100 Tons And Over</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
<td>$60.49</td>
<td>7A</td>
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<td>Pavement Breaker</td>
<td>$56.90</td>
<td>7A</td>
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<td>Power Equipment Operators</td>
<td>Pile Driver (other Than Crane Mount)</td>
<td>$59.96</td>
<td>7A</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Plant Oiler - Asphalt, Crusher</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators</td>
<td>Posthole Digger, Mechanical</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Power Plant</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Pumps - Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Quad 9, HD 41, D10 And Over</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Remote Control Operator On Rubber Tired Earth Moving Equipment</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Rigger And Bellman</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Rigger/Signal Person,</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Description</td>
<td>Rate</td>
<td>Area</td>
<td>Hours</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Rollagon</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Roller, Other Than Plant Mix</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Roller, Plant Mix Or Multi-lift Materials</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Roto-mill, Roto-grinder</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Saws - Concrete</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Scrapers - Concrete &amp; Carry All</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Scrapers, Self-propelled: 45 Yards And Over</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Service Engineers - Equipment</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Shotcrete/gynite Equipment</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons.</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
<td>$61.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Slipform Pavers</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Spreader, Topsider &amp; Screedman</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Subgrader Trimmer</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Tower Bucket Elevators</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Tower crane over 175' through 250' in height, base to boom</td>
<td>$61.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Tower Crane Up: To 175' In Height, Base To Boom</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Transporters, All Track Or Truck Type</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Trenching Machines</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Truck Crane Oiler/driver Under 100 Tons</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Truck Mount Portable Conveyor</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Welder</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators</td>
<td>Wheel Tractors, Farmall Type</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Power Equipment Operators</td>
<td>Yo Yo Pay Dozer</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Asphalt Plant Operator</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Assistant Engineers</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Barrier Machine (zipper)</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Batch Plant Operator: Concrete</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Bobcat</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Brokk - Remote Demolition Equipment</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Brooms</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Bump Cutter</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cableways</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Chipper</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Compressor</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Over 42m</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete Finish Machine - laser Screed</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Conveyors</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes, 200 tons to 299 tons, or 250’ of boom (including jib with attachments)</td>
<td>$61.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments</td>
<td>$62.33</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 20 Tons Through 44 Tons With Attachments</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 300 tons and over, or 300' of boom (including jib with attachments)</td>
<td>$62.33</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Cranes: A-frame - 10 Tons</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.</td>
<td>$62.33</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Cranes: Friction cranes through 199 tons</td>
<td>$61.72</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Crusher</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Deck Engineer/deck Winches (power)</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Derricks, On Building Work</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Dozers D-9 &amp; Under</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Drilling Machine</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Elevator And Man-lift: Permanent And Shaft Type</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Forklift: 3000 Lbs And Over With Attachments</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Forklifts: Under 3000 Lbs. With Attachments</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Grade Engineer: Using Blueprints, Cut Sheets,etc.</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Gradechecker/stakeman</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Guardrail punch/Auger</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &amp; Over</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Horizontal/directional Drill Locator</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Horizontal/directional Drill Operator</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Hydralifts/Boo Trucks Over 10 Tons</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Loader, Overhead 8 Yards. &amp; Over</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>And Under</td>
<td>Loader, Overhead, 6 Yards.</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>But Not Including 8 Yards</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Loaders, Overhead Under 6 Yards</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Loaders, Plant Feed</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Loaders: Elevating Type Belt</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
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<td>7A</td>
<td>3C</td>
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<td>Lewis</td>
<td>Locomotives, All</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.96</td>
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<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Material Transfer Device</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Mechanics, All (Leadmen - $0.50 Per Hour Over Mechanic)</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Motor patrol graders</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Outside Hoists (elevators And Manlifts), Air Tuggers, strato</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Overhead, Bridge Type: 100 Tons And Over</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Pavement Breaker</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Lewis</td>
<td>Pile Driver (other Than Crane Mount)</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Plant Oiler - Asphalt, Crusher</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Posthole Digger, Mechanical</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Plant</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Pumps - Water</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Quad 9, HD 41, D10 And Over</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Remote Control Operator On Rubber Tired Earth Moving Equipment</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Rigger And Bellman</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Rigger/Signal Person,</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Description</td>
<td>Price</td>
<td>Class</td>
<td>Hours</td>
<td>Notes</td>
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<tr>
<td><strong>Underground Sewer &amp; Water</strong></td>
<td></td>
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<tr>
<td>Rollagon</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Roller, Other Than Plant Mix</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Roller, Plant Mix Or Multi-lift Materials</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roto-mill, Roto-grinder</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
<td></td>
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</tr>
<tr>
<td>Saws - Concrete</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Scraper, Self Propelled Under 45 Yards</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Scrapers - Concrete &amp; Carry All</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Scrapers, Self-propelled: 45 Yards And Over</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Service Engineers - Equipment</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Shotcrete/gunite Equipment</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
<td></td>
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<tr>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Shovel, Excavator, Backhoes: Over 90 Metric Tons</td>
<td>$61.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Slipform Pavers</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Spreader, Topsider &amp; Screedman</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Subgrader Trimmer</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Tower Bucket Elevators</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Tower crane over 175’ through 250’ in height, base to boom</td>
<td>$61.72</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Tower Crane: Up To 175’ In Height, Base To Boom</td>
<td>$61.10</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Transporters, All Track Or Truck Type</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Trenching Machines</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Truck Crane Oiler/driver Under 100 Tons</td>
<td>$59.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Truck Mount Portable Conveyor</td>
<td>$59.96</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Welder</td>
<td>$60.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Wheel Tractors, Farmall Type</td>
<td>$56.90</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Lewis</td>
<td>Power Equipment Operators - Underground Sewer &amp; Water</td>
<td>Yo Yo Pay Dozer</td>
<td>$59.96</td>
<td>7A</td>
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<td>Lewis</td>
<td>Power Line Clearance Tree Trimmers</td>
<td>Journey Level In Charge</td>
<td>$50.02</td>
<td>5A</td>
<td>4A</td>
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<td>Lewis</td>
<td>Power Line Clearance Tree Trimmers</td>
<td>Spray Person</td>
<td>$47.43</td>
<td>5A</td>
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<td>Lewis</td>
<td>Power Line Clearance Tree Trimmers</td>
<td>Tree Equipment Operator</td>
<td>$50.02</td>
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<td>Lewis</td>
<td>Power Line Clearance Tree Trimmers</td>
<td>Tree Trimmer</td>
<td>$44.64</td>
<td>5A</td>
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<td>Power Line Clearance Tree Trimmers</td>
<td>Tree Trimmer Groundperson</td>
<td>$33.67</td>
<td>5A</td>
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<td>Lewis</td>
<td>Refrigeration &amp; Air Conditioning Mechanics</td>
<td>Journey Level</td>
<td>$23.96</td>
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<td>Lewis</td>
<td>Residential Brick Mason</td>
<td>Journey Level</td>
<td>$17.00</td>
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<td>Lewis</td>
<td>Residential Carpenters</td>
<td>Journey Level</td>
<td>$21.90</td>
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<td>Lewis</td>
<td>Residential Cement Masons</td>
<td>Journey Level</td>
<td>$13.00</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>Lewis</td>
<td>Residential Drywall Applicators</td>
<td>Journey Level</td>
<td>$31.73</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Residential Drywall Tapers</td>
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<td>$18.95</td>
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<tr>
<td>Lewis</td>
<td>Residential Electricians</td>
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<td>5A</td>
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<tr>
<td>Lewis</td>
<td>Residential Glaziers</td>
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<tr>
<td>Lewis</td>
<td>Residential Insulation Applicators</td>
<td>Journey Level</td>
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<tr>
<td>Lewis</td>
<td>Residential Laborers</td>
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<td>$20.32</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Residential Marble Setters</td>
<td>Journey Level</td>
<td>$17.00</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Residential Painters</td>
<td>Journey Level</td>
<td>$16.50</td>
<td>1</td>
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</tr>
<tr>
<td>Lewis</td>
<td>Residential Plumbers &amp; Pipefitters</td>
<td>Journey Level</td>
<td>$20.40</td>
<td>1</td>
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</tr>
<tr>
<td>Lewis</td>
<td>Residential Refrigeration &amp; Air Conditioning Mechanics</td>
<td>Journey Level</td>
<td>$24.88</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Residential Sheet Metal Workers</td>
<td>Journey Level (Field or Shop)</td>
<td>$29.28</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Residential Soft Floor Layers</td>
<td>Journey Level</td>
<td>$11.50</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Residential Sprinkler Fitters (Fire Protection)</td>
<td>Journey Level</td>
<td>$15.70</td>
<td>1</td>
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</tr>
<tr>
<td>Lewis</td>
<td>Residential Stone Masons</td>
<td>Journey Level</td>
<td>$17.00</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Residential Terrazzo Workers</td>
<td>Journey Level</td>
<td>$11.50</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Residential Terrazzo/Tile Finishers</td>
<td>Journey Level</td>
<td>$11.50</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Residential Tile Setters</td>
<td>Journey Level</td>
<td>$11.50</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Roofers</td>
<td>Journey Level</td>
<td>$51.02</td>
<td>5A</td>
<td>3H</td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Roofers</td>
<td>Using Irritable Bituminous Materials</td>
<td>$54.02</td>
<td>5A</td>
<td>3H</td>
<td></td>
</tr>
<tr>
<td>Lewis</td>
<td>Sheet Metal Workers (Journey Level)</td>
<td>$78.17</td>
<td>7F</td>
<td>1E</td>
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</tr>
<tr>
<td>Lewis</td>
<td>Sign Makers &amp; Installers (Electrical) (Journey Level)</td>
<td>$18.04</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Sign Makers &amp; Installers (Non-Electrical) (Journey Level)</td>
<td>$46.57</td>
<td>7A</td>
<td>3I</td>
<td></td>
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<tr>
<td>Lewis</td>
<td>Soft Floor Layers (Journey Level)</td>
<td>$22.87</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Solar Controls For Windows (Journey Level)</td>
<td>$11.50</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Sprinkler Fitters (Fire Protection) (Journey Level)</td>
<td>$56.81</td>
<td>7J</td>
<td>1R</td>
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<tr>
<td>Lewis</td>
<td>Stage Rigging Mechanics (Non Structural) (Journey Level)</td>
<td>$13.23</td>
<td>1</td>
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<td>Lewis</td>
<td>Stone Masons (Journey Level)</td>
<td>$55.82</td>
<td>5A</td>
<td>1M</td>
<td></td>
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<tr>
<td>Lewis</td>
<td>Street And Parking Lot Sweeper Workers (Journey Level)</td>
<td>$16.00</td>
<td>1</td>
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<tr>
<td>Lewis</td>
<td>Surveyors (All Classifications)</td>
<td>$57.18</td>
<td>5D</td>
<td>4C</td>
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<tr>
<td>Lewis</td>
<td>Surveyors (Construction Site Surveyor)</td>
<td>$57.18</td>
<td>5D</td>
<td>4C</td>
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<tr>
<td>Lewis</td>
<td>Telecommunication Technicians (Journey Level)</td>
<td>$31.72</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Cable Splicer)</td>
<td>$40.52</td>
<td>5A</td>
<td>2B</td>
<td></td>
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</tr>
<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Hole Digger/Ground Person)</td>
<td>$22.78</td>
<td>5A</td>
<td>2B</td>
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</tr>
<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Installer (Repairer))</td>
<td>$38.87</td>
<td>5A</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Special Aparatus Installer I)</td>
<td>$40.52</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Special Aparatus Installer II)</td>
<td>$39.73</td>
<td>5A</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Telephone Equipment Operator (Heavy))</td>
<td>$40.52</td>
<td>5A</td>
<td>2B</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Telephone Equipment Operator (Light))</td>
<td>$37.74</td>
<td>5A</td>
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<tr>
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<td>Telephone Line Construction - Outside (Telephone Lineperson)</td>
<td>$37.74</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Television Groundperson)</td>
<td>$21.60</td>
<td>5A</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Television Lineperson/Installer)</td>
<td>$28.68</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Television System Technician)</td>
<td>$34.10</td>
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<tr>
<td>Lewis</td>
<td>Telephone Line Construction - Outside (Television Technician)</td>
<td>$30.69</td>
<td>5A</td>
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<td>Lewis</td>
<td>Telephone Line Construction - Outside (Tree Trimmer)</td>
<td>$37.74</td>
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<tr>
<td>Lewis</td>
<td>Terrazzo Workers (Journey Level)</td>
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<td>Lewis</td>
<td>Tile Setters (Journey Level)</td>
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<tr>
<td>Lewis</td>
<td>Tile, Marble &amp; Terrazzo Finishers (Finisher)</td>
<td>$42.19</td>
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<td>Truck Drivers (Asphalt Mix Over 16 Yards (W. WA-Joint Council 28))</td>
<td>$52.70</td>
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<td>3A</td>
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<td>Lewis</td>
<td>Truck Drivers (Asphalt Mix To 16 Yards (W.))</td>
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<td>Rate</td>
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<td>Lewis</td>
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<td>Dump Truck</td>
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<tr>
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<td>Truck Drivers</td>
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<td>Lewis</td>
<td>Other Trucks</td>
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<td>61</td>
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<td>Transit Mixer</td>
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<td>Lewis</td>
<td>Irrigation Pump Installer</td>
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<tr>
<td>Lewis</td>
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</tr>
<tr>
<td>Lewis</td>
<td>Irrigation Pump Installer</td>
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<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Lewis</td>
<td>Well Driller</td>
<td>$18.00</td>
<td>1</td>
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</tr>
</tbody>
</table>
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.
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.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>8. Anchor Bolts &amp; 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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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).</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>17. Precast Concrete Inlet - with adjustment sections,</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>See Std. Plans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Precast Drop Inlet Type 1 and 2 with metal grate supports.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>See Std. Plans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Precast Grate Inlet Type 2 with extension and top units.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>See Std. Plans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>sizes. Used for in ground storage of utility facilities and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>controls. See Contract Plans for size and construction requirements. Shop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>drawings are to be provided for approval prior to casting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Vault Risers - For use with Valve Vaults and Utilities</td>
<td></td>
<td>X</td>
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<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vaults.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Valve Vault - For use with underground utilities.</td>
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<td>X</td>
</tr>
<tr>
<td>See Contract Plans for details.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>or may also be used as Temporary Concrete Barrier. Only new state approved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>barrier may be used as permanent barrier</td>
<td></td>
<td></td>
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<tr>
<td>25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and</td>
<td></td>
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</tr>
<tr>
<td>shape as shown in the Plans. Fabrication plant has annual approval for methods</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and materials to be used. See Shop Drawing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fabrication at other locations may be approved, after facilities inspection,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>contact HQ. Lab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in</td>
<td></td>
<td>X</td>
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<td>size and shape as shown in Plans. Fabrication plant has annual approval for</td>
<td></td>
<td></td>
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<tr>
<td>methods and materials to be used</td>
<td></td>
<td></td>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>33. Monument Case and Cover</td>
<td></td>
<td>X</td>
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Supplemental to Wage Rates
03/03/2018 Edition, Published February 1st, 2018
<table>
<thead>
<tr>
<th>ITEMDESCRIPTION</th>
<th>YES</th>
<th>NO</th>
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<tr>
<td>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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>X</td>
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<tr>
<td>37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>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</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<td>---------------------------------------------------------------------------------</td>
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<tr>
<td>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. <strong>NOTE:</strong> *<strong>Fabrication inspection required. Only signs tagged &quot;Fabrication Approved&quot; by WSDOT Sign Fabrication Inspector to be installed</strong></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>43. Cutting &amp; bending reinforcing steel</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>44. Guardrail components</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>45. Aggregates/Concrete mixes</td>
<td></td>
<td>Covered by WAC 296-127-018</td>
</tr>
<tr>
<td>46. Asphalt</td>
<td></td>
<td>Covered by WAC 296-127-018</td>
</tr>
<tr>
<td>47. Fiber fabrics</td>
<td></td>
<td>X</td>
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<tr>
<td>48. Electrical wiring/components</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>49. treated or untreated timber pile</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>50. Girder pads (elastomeric bearing)</td>
<td></td>
<td>X</td>
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<tr>
<td>51. Standard Dimension lumber</td>
<td></td>
<td>X</td>
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<tr>
<td>52. Irrigation components</td>
<td></td>
<td>X</td>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<td>-------------------------------------------</td>
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<tr>
<td>53. Fencing materials</td>
<td></td>
<td>X</td>
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<td>54. Guide Posts</td>
<td></td>
<td>X</td>
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<tr>
<td>55. Traffic Buttons</td>
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<td>X</td>
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<tr>
<td>56. Epoxy</td>
<td></td>
<td>X</td>
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<tr>
<td>57. Cribbing</td>
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<td>X</td>
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<tr>
<td>58. Water distribution materials</td>
<td></td>
<td>X</td>
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<tr>
<td>59. Steel &quot;H&quot; piles</td>
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<td>X</td>
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<tr>
<td>60. Steel pipe for concrete pile casings</td>
<td></td>
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<td>61. Steel pile tips, standard</td>
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<td>X</td>
</tr>
<tr>
<td>62. Steel pile tips, custom</td>
<td></td>
<td>X</td>
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</tbody>
</table>

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.
WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

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

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

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

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

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

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
Overtime Codes Continued

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

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

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

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.
Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

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

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
Overtime Codes Continued

3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

I. 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.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
4. **D.** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

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

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

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

5. **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.

6. **F.** All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

7. **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.

8. **H.** The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

**Holiday Codes**


**Holiday Codes Continued**


**Holiday Codes Continued**


   **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.


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

7. **I.** Holidays: New Year's Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

7. **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.

7. **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.

7. **M.** Paid Holidays: New Year's Day, The Day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

7. **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.


7. **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.

7. **R.** Paid Holidays: New Year's Day, the day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

7. **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.
Holiday Codes Continued

T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

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

L. Workers on hazmat projects receive additional hourly premiums as follows - Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows - Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, And Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

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

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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.
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.
APPENDIX B

FEDERAL CONTRACT PROVISIONS
FEDERAL CONTRACT PROVISIONS

STATE AND FEDERAL LAWS TO BE OBSERVED

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


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

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

4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. **CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended** – Contractors and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


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

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

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

10. **AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.)**
The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.
The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

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

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

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

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

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

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

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

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

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

21. THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.) The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.
22. **THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.)** The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

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

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

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

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

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

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

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

30. GOVERNOR’S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR’S EXECUTIVE ORDER 90-04, APRIL 21, 1990: PROTECTION OF WETLANDS. The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures. Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

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

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

BID PROPOSAL DOCUMENTS

INCLUDING:

    Notice to Contractor
    Proposal Form
    Non-Collusion Declaration
    Proposal Signature Page
    Certification of Compliance with Wage Payment Statutes
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or
designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on Tuesday,
June 12, 2018, at the Lewis County Courthouse in Chehalis, Washington for the Coal Creek Drive Long
Term Bank Protection Project – SM15F739300030, FEMA Project No. DR 4253.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE
11:00 A.M. on Tuesday, June 12, 2018

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

Sealed proposals must be delivered to the Clerk of the Board of Lewis County
Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before
11:00 A.M. on the date specified for opening, and in an envelope clearly marked: “SEALED BID FOR
THE COAL CREEK DRIVE LONG TERM BANK PROTECTION PROJECT – SM15F739300030, FEMA
PROJECT NO. DR 4253, TO BE OPENED ON OR AFTER 11:00 A.M. ON TUESDAY, JUNE 12, 2018.”

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier’s check
or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the
successful bidder fail to enter into such contract and furnish satisfactory contract bond within the time
stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works
Department.

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

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

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

This certifies that the undersigned has examined the location of the Coal Creek Drive Long Term Bank Protection Project, SM15F739300030, FEMA Project No. DR 4253, 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.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PLAN QUANTITY</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 L.S.</td>
<td>MOBILIZATION</td>
<td>LUMP SUM $</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1 L.S.</td>
<td>CLEARING AND GRUBBING</td>
<td>LUMP SUM $</td>
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<tr>
<td>3</td>
<td>1 L.S.</td>
<td>REMOVAL OF STRUCTURES AND OBSTRUCTIONS</td>
<td>LUMP SUM $</td>
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<td>4</td>
<td>60 C.Y.</td>
<td>ROADWAY EXCAVATION INCL. HAUL</td>
<td>$</td>
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<td>5</td>
<td>1 L.S.</td>
<td>WATER ISOLATION</td>
<td>LUMP SUM $</td>
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<td>6</td>
<td>190 S.Y.</td>
<td>STABILIZED CONSTRUCTION ENTRANCE</td>
<td>$</td>
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<tr>
<td>7</td>
<td>316 TON</td>
<td>CRUSHED SURFACING BASE COURSE</td>
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<tr>
<td>8</td>
<td>72 TON</td>
<td>CRUSHED SURFACING TOP COURSE</td>
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<td>9</td>
<td>13 EACH</td>
<td>TYPE 1 LOG</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>98 EACH</td>
<td>TYPE 2 LOG</td>
<td>$</td>
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<tr>
<td>11</td>
<td>37 EACH</td>
<td>TYPE 3 LOG</td>
<td>$</td>
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<tr>
<td>12</td>
<td>235 EACH</td>
<td>BOULDER ANCHOR</td>
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<td>13</td>
<td>360 C.Y.</td>
<td>CHANNEL EXCAVATION INCL. HAUL</td>
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<td>14</td>
<td>15 TON</td>
<td>QUARRY SPALLS</td>
<td>$</td>
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<td>15</td>
<td>0.50 ACRE</td>
<td>SEEDING AND MULCHING</td>
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<td>16</td>
<td>84.5 S.F.</td>
<td>CONSTRUCTION SIGNS CLASS A</td>
<td>$</td>
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<td>17</td>
<td>1 L.S.</td>
<td>STREAMSIDE MITIGATION PLANTING</td>
<td>LUMP SUM $</td>
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<tr>
<td>18</td>
<td>895 TON</td>
<td>ROCK FOR EROSION AND SCOUR PROTECTION, CLASS B</td>
<td>$</td>
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<td>19</td>
<td>1 EST.</td>
<td>EROSION/WATER POLLUTION CONTROL</td>
<td>ESTIMATED $8,000.00</td>
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<td>20</td>
<td>1 L.S.</td>
<td>TRIMMING AND CLEANUP</td>
<td>LUMP SUM</td>
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<td>21</td>
<td>1 EST.</td>
<td>REIMBURSEMENT FOR THIRD PARTY DAMAGE</td>
<td>ESTIMATED $0.00</td>
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<tr>
<td>22</td>
<td>1 L.S.</td>
<td>SPCC PLAN</td>
<td>LUMP SUM $</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL $
NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

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

- **CASH**  
  □ IN THE AMOUNT OF ________________________________

- **CASHIER’S CHECK**  
  □ ________________________________ DOLLARS

- **CERTIFIED CHECK**  
  □ ($_________) PAYABLE TO THE LEWIS COUNTY TREASURER

- **PROPOSAL BOND**  
  □ IN THE AMOUNT OF 5% OF THE BID

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

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

**Proposal Must be Signed**

 ----------------------------------
 Firm Name
 ----------------------------------
 Address
 ----------------------------------
 Telephone No.

State of Washington Contractor’s License No.

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

Federal ID No.

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

*Attach Power of Attorney*
Certification of Compliance with Wage Payment Statutes

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

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date                  City                    State

Check One:
Sole Proprietorship ☐  Partnership ☐  Joint Venture ☐  Corporation ☐

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

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

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

CONTRACT DOCUMENTS

INCLUDING:

Contract Form
Contract Bond
Power Equipment List
CONTRACT

THIS AGREEMENT, made and entered into this __ day of ________________, 2018, 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 *** Coal Creek Drive cul-de-sac by excavating and replacing with crushed surfacing material, constructing 570 feet of bank protection which consist of large woody material inter-connected and ballasted with boulders all connected using all thread rod or coil rod and the installation of willow stakes within the bank protection structure, hydroseeding and planting trees, *** and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

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

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

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

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

Contract - 1
5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

By: _________________________________

____________________________________
Contractor

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

Dated: ________________, 2018

JONATHAN L. MEYER, Prosecuting Attorney

By: _________________________________

Surety

By: _________________________________

Civil Deputy

By: _________________________________

Attorney-in-fact

APPROVED AS TO FORM:

___________________________________
County Engineer

Contract – 2
CONTRACT BOND FOR
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. SM15739300030, DR 4253, 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 Coal Creek Drive Long Term Bank Protection 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. SM15739300030, DR 4253 between the below-named
Contractor and County for the Coal Creek Drive Long Term Bank Protection Project, a copy of which Contract, by this reference
is made a part hereof and is hereinafter referred to as “the Contract.” (The Contract as defined herein includes the aforesaid
agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and
additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

FOR THE SURETY:     FOR THE PRINCIPAL:

By: ___________________________ (Signature of Attorney-in-Fact)    By: ___________________________ (Signature of authorized signer for Contractor)

(Type or print name of Attorney-in-Fact)    (Type or print name of signer for Contractor)

(Type or print telephone number for Attorney-in-Fact)    (Type or print title of signer for Contractor)

STATE OF ______________________) ss: ___________________________

COUNTY OF ______________________) 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 ___________.    ___________________________ ___________________________.

STATE OF ______________________) ss: ___________________________

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 ___________.    ___________________________.

Coal Creek Drive Long Term Bank Protection
SM15F739300030
FEMA Project No. DR 4253
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

<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Make</th>
<th>Model Number</th>
<th>Serial Number</th>
<th>* Capacity</th>
<th>Year Built</th>
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APPENDIX E

PERMITTING DOCUMENTS
<table>
<thead>
<tr>
<th>CONDITIONS OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wetlands and Water Quality</strong></td>
</tr>
<tr>
<td>Temporary BMPs shall be used to allow turbid water to settle before discharge to the stream. Settling time shall be sufficient to meet water quality standards. The flow rate of turbid water into the stream shall not exceed one tenth of the stream, the Contractor shall request the Engineer to sample the water to ensure the water is in compliance with water quality standards.</td>
</tr>
<tr>
<td>During any operation involving saw cutting of concrete, all water generated by the cutting operation shall be controlled and contained, to be disposed of on land with no possibility of entry to waters of the State, including wetlands.</td>
</tr>
<tr>
<td>The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide Permit Verification Letter, conditions, and permit drawings on the work site for the life of the Contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies of the items above listed to all Sub-Contractors involved with the authorized work prior to their commencement of any work.</td>
</tr>
<tr>
<td>Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.</td>
</tr>
<tr>
<td>Heavy equipment working in wetlands or mudflats must be placed on mats or other measures taken to minimize soil disturbance as approved by the Engineer.</td>
</tr>
<tr>
<td>Any temporary fills placed must be removed in their entirety and the affected areas returned to their pre-construction elevation.</td>
</tr>
<tr>
<td>Prior to placement of materials for temporary access roads erosion control fabric will be installed and any material removed will be conserved.</td>
</tr>
<tr>
<td>Upon removal of the temporary access roads the areas will be restored to previous elevations and a layer of moderate-term mulch with native hydroseed mix will be applied to disturbed surfaces.</td>
</tr>
<tr>
<td>The Contractor shall notify the Engineer a minimum of *** 15 *** calendar days prior to commencing any work in environmentally sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement. At the time of notification, the Contractor shall submit a work plan for review and approval detailing how the work will be performed. Plan detail must be sufficient to verify that work is in conformance with all contract provisions.</td>
</tr>
<tr>
<td>No Contractor staging areas will be allowed within *** 50 *** feet of any waters of the State including wetlands. Refueling or storage of hazardous substances shall occur at least 200 feet away from any waters of the State including wetlands. All staging, stockpile and refueling areas shall be within the limits of the Area of Potential Effect depicted on Project Plans.</td>
</tr>
<tr>
<td><strong>Stream Diversion</strong></td>
</tr>
<tr>
<td>Protect facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by stream bypass operations.</td>
</tr>
<tr>
<td>Install the cofferdam to ensure minimum interference with the existing streambed, and other facilities surrounding the dewatering site</td>
</tr>
</tbody>
</table>
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).

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.

**Erosion Control and Water Pollution Control**

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.

Moderate-Term Wood Cellulose Fiber mulch shall be applied at a rate of 2,000 pounds per acre with all permanent seed mixes and shall conform to Section 9-14.4(2)B Moderate-Term Mulch of the Standard Specifications.

Grass seed, of the following composition, proportion, and quality shall be applied at the rate of 120 pounds of pure live seed (pls) per acre on all areas requiring permanent roadside seeding within the project limits.

- *Festuca subalata* (Bearded Fescue), 24.00 pls
- *Agrostis exarata* (Spike Bentgrass), 24.00 pls
- *Deschampsia caespitosa* (Tufted Hairgrass), 12.00 pls
- *Lolium perenne* (Perennial Ryegrass), 36.00 pls
- *Trifolium repens* (White Clover), 24.00 pls

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

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

#### Planting Preparation

The Contractor shall grade, rip soils in, and plant trees in disturbed areas as shown in the Contract Plans, staked in the field, and required by the Engineer. The planting 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

Planting shall be as follows:

- Within constructed logjam:
  - *Salix lasiandra* (Pacific Willow) - 180 cuttings, three feet in length, 6 foot on center
  - *Salix sitchensis* (Sitka Willow) - 180 cuttings, three feet in length, 6 foot on center

- In upland area:
  - *Thuja Plicata* (Western Red Cedar) - 4 two gallon containers, 12 foot on center
  - *Pseudotsuga menzeisii* (Douglas Fir) – 26 two gallon containers, 12 foot on center

#### Plant Establishment

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.

#### Large Woody Debris

Large woody debris shall consist of logs with root wads attached and logs without rootwads. Trunk diameter of logs with root wads will range from 22 to 26 inches. Trunk lengths will be typically 20 to 30 feet long. The intact root wad shall consist of stout roots, such that roots of minimum 2-inch diameter shall form a root wad at least 6 ft in diameter. Logs with root wads shall consist of Douglas fir, Sitka spruce, and/or western red cedar species that are free from rot or decay.

### FEMA Endangered Species Programmatic (FESP) WCR-2016-6048

#### Project Design

To the extent feasible, use site design to retain natural vegetation and permeable soils, limit compaction and otherwise minimize the extent and duration of earthwork.

#### In-Water Work Timing

Complete all work within wetted channel during times when spawning or incubating salmonids are least likely to be present in Washington State freshwaters.

#### Site Layout and Flagging

a. Before any significant ground disturbance or entry of mechanized equipment or vehicles into the construction area, clearly mark with flagging or survey marking paint the following areas:

   i. Sensitive areas, e.g., wetlands, water bodies, spawning areas will be flagged and identified by a qualified biologist.
   ii. Equipment entry and exit points.
   iii. Road and stream crossing alignments.
   iv. Staging, storage, and stockpile areas.

   This is to be performed by others.
Fish Capture and Release

a. If practicable, allow fish species to migrate out of the work area or remove fish before dewatering; otherwise remove fish from an exclusion area as it is slowly dewatered with methods such as hand or dip-nets, seining, or trapping with minnow traps (or gee-minnow traps).

b. Fish capture will be supervised by a qualified fisheries biologist, with experience in work area isolation and competent to ensure the safe handling of all fish.

c. Conduct fish capture activities during periods of the day with the coolest air and water temperatures possible, normally early in the morning to minimize stress and injury of species present.

d. Electrofishing will be used during the coolest time of the day, only after other means of fish capture are determined to be not feasible or ineffective.
   i. Do not electrofish when the water appears turbid, e.g., when objects are not visible at a depth of 12 inches.
   ii. Do not intentionally contact fish with the anode.
   iii. Follow NMFS (2000) electrofishing guidelines, including use of only direct current (DC) or pulsed direct current within the following ranges:
      1. If conductivity is less than 100 microseconds (µs), use 900 to 1100 volts.
      2. If conductivity is between 100 and 300 µs, use 500 to 800 volts.
      3. If conductivity is greater than 300 µs, use less than 400 volts.
   iv. Begin electrofishing with a minimum pulse width and recommended voltage, the gradually increase to the point where fish are immobilized.
   v. Immediately discontinue electrofishing if fish are killed or injured, i.e., dark bands are visible on the body, spinal deformations, significant de-scaling, torpid or inability to maintain upright attitude after sufficient recovery time. Recheck machine settings, water temperature, and conductivity, and adjust to postpone procedures as necessary to reduce injuries.

f. Monitor and record fish presence, handling, and injury during all phases of fish capture and submit a fish salvage report (see attached Fish Salvage Report).
**Coal Creek Drive MP 0.30 SM15F739300030 Long Term Bank Stabilization for Contractor**

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>DATE RECEIVED</th>
<th>CONDITIONS OF WORK</th>
<th>YES</th>
<th>NO</th>
<th>Initials of Inspector</th>
<th>Date</th>
<th>Initials of Environmental Planner</th>
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<th>COMMENTS</th>
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<tr>
<td><strong>Work Area Isolation</strong></td>
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<tr>
<td>FESP WCR-2016-6048</td>
<td>1/9/18</td>
<td>a. Isolate any work area within the wetted channel from the active stream whenever ESA-listed fish are reasonably certain to be present, unless NMFS and FEMA agree in writing (email) that the work can be done with less potential risk to listed fish without isolating and dewatering the work area (e.g., placing large woody debris).</td>
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<td>b. Engineering design plans for work area isolation will include all isolation elements and fish release areas. Any temporary bypass channels will be reviewed and verified by a NMFS hydraulic engineer to ensure compliance with fish passage criteria (NMFS 2011a).</td>
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<td>c. Dewater the shortest linear extent of work area practicable, unless wetted in-stream work is deemed to be minimally harmful to fish, and is beneficial to other aquatic species.</td>
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<td>i. Use a cofferdam and a by-pass culvert or pipe, or a lined, non-erodible diversion ditch to divert flow around the dewatered area. Dissipate flow energy to prevent damage to riparian vegetation or stream channel and provide for safe downstream reentry of fish, preferably into pool habitat with cover.</td>
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<td>ii. Pump seepage water to a temporary storage and treatment site, or into upland areas, to allow water to percolate through soil or to filter through vegetation before reentering the stream channel with a treatment system comprised of either a hay bale basin or other sediment control device.</td>
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<td>iii. When construction is complete, re-water the construction site slowly to prevent loss of surface flow downstream, and to prevent a sudden increase in stream turbidity.</td>
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<td>d. Whenever a pump is used to dewater the isolation area and ESA-listed fish may be present, a fish screen will be used that meets the most current version of NMFS’s fish screen criteria (NMFS 2011a). The NMFS verification is required for pumping at a rate that exceeds 3 cfs.</td>
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<td><strong>Staging, Storage, and Stockpile Areas</strong></td>
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<td>a. Designate and use areas to store hazardous materials, or to store, fuel, or service heavy equipment, vehicles, and other power equipment with tanks larger than 5 gallons, that are at least 150 feet from any natural waterbody or wetland, or an established paved area, such that sediment and other contaminants from the staging area cannot be deposited in the floodplain or stream.</td>
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<td>b. Natural materials that are displaced and reserved for restoration, e.g., LW, gravel, and boulders, may be stockpiled within the 100-year floodplain and covered to avoid runoff of sediment and natural materials due to precipitation.</td>
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<td>c. Dispose of any material not used in restoration and not native to the floodplain outside of the functional floodplain.</td>
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<td>d. After construction is complete, obliterate all staging storage, or stockpile areas, stabilize the soil, and revegetate the area. Areas where vegetation has been temporarily removed must be revegetated with trees, brush, and grasses native to the watershed. The long-term goal shall be to mimic the diversity and stocking levels of nearby undisturbed plant communities, while also incorporating those plants needed to minimize erosion in the near- and medium-term future. Revegetation efforts require monitoring that incorporates metrics that may trigger additional planting to achieve the desired future condition that is defined in the revegetation plan.</td>
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### Pollution and Erosion Control

#### a. At a minimum, project designs and best management practices shall abide by those issued by the respective state department of ecology or department of environmental quality. Some (not all) pertinent state standards and guidance are available in the following documents (or any future documents that replace or supplement them):


#### b. Use site planning and site erosion control measures commensurate with the scope of the project to minimize damage to natural vegetation and permeable soils, and prevent erosion and sediment discharge from the project site.

#### c. Before significant earthwork begins, install appropriate, temporary erosion controls downslope to prevent sediment deposition in the riparian area, wetlands, or water body.

#### d. During construction:

1. Complete earthwork in wetlands, riparian areas, and stream channels as quickly as possible.
2. Cease project operations when high flows may inundate the project area, except to avoid or minimize resource damage.
3. If eroded sediment appears likely to be deposited in the stream during construction, install additional sediment barriers as necessary.
4. Temporary erosion control measures may include fiber wattles, silt fences, jute matting, wood fiber mulch and soil binder, or geotextiles and geosynthetic fabric.
5. Soil stabilization using wood fiber mulch and tackifier (hydro-applied) may be used to reduce erosion of bare soil, if the materials are free of noxious weeds and nontoxic to aquatic and terrestrial animals, soil microorganisms, and vegetation.
6. Inspect and monitor pollution and erosion control measures throughout the length of the project.
7. Remove sediment from erosion controls if it reaches on-third of the exposed height of the control.
8. Remove temporary erosion controls after construction is complete and the site is fully stabilized.
## Hazardous Material Safety

- At the project site:
  - i. Post written procedures by the grantee for notifying environmental response agencies, including an inventory and description of all hazardous materials present, and the storage and handling procedures for their use.
  - ii. Maintain a spill containment kit, with supplies and instructions for cleanup and disposal, adequate for the types and quantity of hazardous materials present.
  - iii. Workers are trained in spill containment procedures, including the location and use of the spill containment kits.
  - iv. Temporarily contain and waste liquids generated under an impervious cover, such as tarpaulin, in the staging area until the wastes can be properly transported to, and disposed of, at an appropriate receiving facility.

## Temporary Access Roads and Paths

- Whenever reasonable, use existing access roads and paths preferentially.
- Minimize the number and length of temporary access roads and paths through riparian areas and floodplains.
- Minimize removal of riparian vegetation.
- When it is necessary to remove vegetation, cut at ground level (no grubbing).
- Do not build temporary access roads or paths where grade, soil, or other features suggest slope instability.
- Any road on a slope steeper than 30% will be designed by a civil engineer with experience in steep road design.
- After construction is complete, obliterate all temporary access roads and paths, stabilize the soil, and revegetate the area.
- Temporary access roads and paths in wetlands or areas prone to flooding will be obliterated by the end of construction. Decompact road surfaces and drainage areas, pull fill material onto the running surface, and reshape to match the original contours.

## Invasive and Non-Native Plant Control

**Non-herbicide methods.** Limit vegetation removal and soil disturbance within the riparian zone by limiting the number of workers there to the minimum necessary to complete manual, mechanical, or hydro-mechanical plant control (e.g. hand pulling, bending, clipping, stabbing, digging, brush-cutting, mulching, radiant heat, portable flame burner, super-heated steam, pressurized hot water, or hot foam. Do not allow cut, mowed, or pulled vegetation to enter waterways.

**Power Equipment.** Refuel gas-powered equipment with tanks larger than 5 gallons in a vehicle staging area placed 150 feet or more from any natural water body, or in an isolated hazard zone such as a paved parking lot.
### Equipment, Vehicles, and Power Tools

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<tbody>
<tr>
<td>a.</td>
<td>Select, operate and maintain all heavy equipment, vehicles, and power tools to minimize damage to natural vegetation and permeable soils, e.g., low pressure tires, minimal hard-turn paths for track vehicles, use of temporary mats or plates to protect wet soils.</td>
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<td>b.</td>
<td>Before entering wetlands or working within 150 feet of a water body:</td>
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<td>i.</td>
<td>Power wash all heavy equipment, vehicles and power tools, allow them to fully dry, and inspect them for fluid leaks, and to make certain no plants, soil, or other organic material are adhering to the surface.</td>
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<td>ii.</td>
<td>Ensure all equipment to be operated below ordinary high water is leak free or operating with biodegradable products. This does not apply to vehicles and equipment that are doing road work and/or passing through a project area (e.g. dozers, graders, etc.).</td>
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<td>c.</td>
<td>Repeat cleaning as often as necessary during operation to keep all equipment, vehicles, and power tools free of external fluids and grease, and to prevent a leak or spill from entering the water.</td>
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<td>d.</td>
<td>Avoid use of heavy equipment, vehicles, or power tools below OHW for riverine systems or below the HAT for marine systems unless project specialists determine such work is necessary, or if it is a temporary stream crossing or would result in less risk of sedimentation or other ecological damage than work above that elevation.</td>
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<td>e.</td>
<td>Before entering the water, inspect and watercraft, waders, boots, or other gear/equipment to be used in or near water and remove any plants, soil, or other organic material adhering to the surface.</td>
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<td>f.</td>
<td>Ensure that any generator, crane or other stationary heavy equipment that is operated, maintained, or stored within 150 feet of any water body is also protected as necessary to prevent any leak or spill from entering the water.</td>
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### Site Restoration

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<td>a.</td>
<td>Restore any significant disturbance of riparian vegetation, soils, stream banks or stream channel.</td>
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<td>b.</td>
<td>Remove all project related waste, e.g., pick up trash, sweep roadways in the project area to avoid runoff-containing sediment, etc.</td>
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<td>c.</td>
<td>Obliterate all temporary access roads, crossings, and staging areas.</td>
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<td>d.</td>
<td>Loosen compacted areas of soils when necessary for revegetation or infiltration. In many cases tillage will be necessary to decompact soils and restore infiltration ability and soil productivity.</td>
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### Revegetation

For long-term revegetation use only species native to the project area or region that will achieve shade and erosion control objectives, including forb, grass, shrub, or tree species that are appropriate for the site.

### Corps NWP Authorization

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.
Activities in spawning areas during spawning season must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are no authorized.

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Materials used for construction or discharged must be free from toxic pollutants in toxic amounts.

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.

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

Appropriate soil erosion and sediment controls must be used and maintained in effective operation condition during construction, and all exposed soils and other fills, as well as any work below ordinary high water mark, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no flow.

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of activities to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location to open waters if it benefits the aquatic environments (e.g., stream restoration or relocation activities).

Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitats or such species. No activity is authorized under any NWP which “may effect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

<table>
<thead>
<tr>
<th>CONDITIONS OF WORK</th>
<th>YES</th>
<th>NO</th>
<th>Initials of Inspector</th>
<th>Date</th>
<th>Initials of Environmental Planner</th>
<th>Date</th>
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<tr>
<td>Corps NWP Authorization NWS-2018-0448</td>
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<tr>
<td>Corps NWP Authorization NWS-2018-0448</td>
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<td>The Contractor shall retain a copy of the most recent U.S. Army Corps of Engineers Nationwide Permit Verification Letter, Conditions, and permit drawings on the worksite for the life of the contract (See Special Provision titled Permits and Licenses). The Contractor shall provide copies of the items above listed to all sub-contractors involved with the authorized work prior to their commencement of any work.</td>
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<td>The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.</td>
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<td>Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP and CWA Section 401, individual 401 Water Quality Certification must be obtained or waived. The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does no result in more than minimal degradation of water quality.</td>
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<td>If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.</td>
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<td>No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.</td>
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<td>DAHP Section 106 Concurrence</td>
<td>3/8/18</td>
<td>All work will occur within the designated Area of Potential Effect (APE). See attached map.</td>
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<td>WDFW HPA</td>
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<td>Work below the ordinary high water line (OHWL) must only occur between July 15th and September 15th.</td>
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<td>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 proposal.</td>
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<td>You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at <a href="mailto:HPApplications@dfw.wa.gov">HPApplications@dfw.wa.gov</a>; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee’s name, project location, starting date, and the Hydraulic Project Approval permit number.</td>
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If a fish kill occurs or a fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

Establishing 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 toxic or harmful materials from entering waters of the state.

Use existing roadways and travel paths

Limit the removal of native bankline vegetation to the minimum amount needed to construct the project

Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

Confine the use of equipment to the specific access and work corridor shown in the approved plans

Limit the use of equipment waterward of the ordinary high water line to that necessary to gain position for the work

Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line

If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated near water.

Work in the dry watercourses (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete

All erosion control materials that will remain onsite must be composed of 100% biodegradable materials

Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

Prevent project contaminates, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into the waters of the state.
<table>
<thead>
<tr>
<th>CONDITIONS OF WORK</th>
<th>YES</th>
<th>NO</th>
<th>INITIALS OF INSPECTOR</th>
<th>DATE</th>
<th>INITIALS OF ENVIRONMENTAL PLANNER</th>
<th>DATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 of waters of the state.</td>
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<tr>
<td>Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.</td>
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<tr>
<td>Use a cofferdam, dike, or similar structure to exclude water from the work area.</td>
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<tr>
<td>Maintain water quality when installing and removing the cofferdam, dike or similar structure.</td>
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<td>Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.</td>
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<tr>
<td>Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.</td>
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<tr>
<td>Sequence the work to minimize the duration of dewatering.</td>
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<tr>
<td>Establish the waterward distance of the structure from a permanent benchmark(s) (fixed objects) shown on the approved plans. Locate and mark the benchmark(s) in the field prior to the start of work. Protect the benchmark to serve as a post-project reference for ten years.</td>
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<td>Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.</td>
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<tr>
<td>Install the toe to protect the integrity of bank protection material.</td>
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<td>Bury the base of structure deep enough to prevent undermining</td>
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<tr>
<td>Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).</td>
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<td>Use clean angular rock to construct the bank protection. The rock must be large enough and installed to withstand the 100-year peak flow.</td>
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<td>Do not release overburden material into the waters of the state when resloping the bank.</td>
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<td>Avoid damaging existing vegetation when placing bank protection material.</td>
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<tr>
<td>Complete all bank protection work prior to releasing the water flow to the project area.</td>
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<td>Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent of the project</td>
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<tr>
<td>Restore bed and bank elevations and contours to preproject condition</td>
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<td>To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.</td>
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<tr>
<td>To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.</td>
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<td>Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.</td>
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<td>Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damage or destroyed by construction using a proven methodology.</td>
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<td>Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife.</td>
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<tr>
<td>DOCUMENT</td>
<td>DATE RECEIVED</td>
<td>CONDITIONS OF WORK</td>
<td>YES</td>
<td>NO</td>
<td>Initials of Inspector</td>
<td>Date</td>
<td>Initials of Environmental Planner</td>
</tr>
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<tr>
<td>Floodplain Permit</td>
<td>TBD</td>
<td>All work shall conform to the requirements of the Lewis County Code and any other applicable laws and ordinances.</td>
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<tr>
<td>Fill and Grade Permit</td>
<td>TBD</td>
<td>All work shall conform to the requirements of the Lewis County code and any other applicable laws and ordinances. Fill material is required to be clean earth material (rock, natural soil or a combination of both) Final elevation certificate is required prior to final approval of this project.</td>
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PLAN FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES DURING CONSTRUCTION

Should construction activities cause disturbance to underground cultural/archaeological resources the following section establishes provisions for the professional archaeological treatment of cultural materials discovered during usual construction activities.

1. Recognize Cultural Resources
A cultural resource discovery could be prehistoric or historic and consist of:

- areas of charcoal or charcoal - stained soil with artifacts,
- stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- bones, burned rocks, accumulation of shells or other food related materials in association with stone tools or flakes,
- a cluster of tin cans or bottles, logging or agricultural equipment older than 50 years,
- or buried railroad tracks, decking, or other industrial materials.

If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Do not call 911 or speak with the media. Follow the special procedures for the Unanticipated Discovery of Human Skeletal Material.

2. Protect the Site
If any Lewis County employee, contractor, or subcontractor believes that he or she has uncovered any cultural resource at any point in the project, all work adjacent to the discovery shall cease. In order to protect the integrity of a discovery the Lewis County Project Engineer will take appropriate steps to protect the discovery site by ceasing all work in an area of 30 feet to provide for the protection and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document. All communications between Lewis County and any agency on cultural resource issues will go through the Environmental Planner.

3. Notify Appropriate Parties
Lewis County Project Engineer, or their appointee, will immediately contact the Environmental Planner. The Environmental Planner will determine on site, with the help of WSDOT or an appropriate federal archaeologist, whether actual historic resources or human remains have been encountered. If such a determination is made or if the finding is unclear the Environmental Planner will immediately contact the transportation archaeologist at the Department of Archaeology and Historic Preservation (DAHP) to report any unanticipated discovery of cultural resources and/or coordinate an appropriate response. All material will be treated as potentially eligible for listing in the National Register of Historic Places, until evaluated. Notifications will...
begin with the Lewis County Project Engineer who will contact the Environmental Planner who will contact, WSDOT or any necessary federal archaeologist along with the DAHP and any affected tribal governments, as appropriate. Lewis County will work with DAHP to determine which tribe(s) should be consulted on any find. Construction will be halted within the immediate area of the discovery and the scene will be protected until consultation to determine the appropriate course of action has been conducted.

Where cultural resources are encountered during construction, but additional project effects to the resources are not anticipated, project construction may continue while documentation and assessment of the cultural resources proceed. Continued construction will be conducted to the extent that no additional impacts to resources should take place. The total area of work stoppage will be adequate to provide for the security, protection, and integrity of the discovery in accordance with Washington State Law. Construction may continue at the discovery location only after the process outlined in this plan is followed and DAHP is satisfied that Washington State Law is satisfied.

Contacts:
Lewis County
Malcolm Bowie, Project Engineer..............................................(541) 401-0546
Ann Weckback, Environmental Planner....................................(360) 520-0692

Federal Emergency Management Agency
Jessica Stewart, Environmental/Historic Preservation Specialist........(425) 420-8040
William Kreschke, Environmental Specialist..............................(425) 877-7865

Department of Emergency Management
Gary Urbas, Public Assistance Program Manager............................(253) 512-7402

Department of Archaeology and Historic Preservation
Matthew Sterner, Transportation Archaeologist.............................(360) 280-7563
Dr. Guy Tasa, State Physical Anthropologist.................................(360) 586-3534

Confederated Tribes of the Chehalis Reservation
Richard Bellon, Cultural Resources Director.................................(360) 273-5911..ext 1304

Cowlitz Indian Tribe
Nathan Reynold, Interim Cultural Resources Director.......................(360) 575-6226
James Gordon, Cultural Resources.............................................(360) 577-5680

Nisqually Indian Tribe of the Nisqually Reservation
Annette Bullchild, Tribal Historic Preservation Officer...............(360) 456-5221..ext 1106

Confederated Tribes and Bands of the Yakama Nation
Kate Valdez, Tribal Historic Preservation Officer.......................(509) 865-5121..ext 6230
Johnson Melinick, Cultural Resources........................................(509) 865-5121.. ext 4737
4. Documentation of Discoveries

Routine documentation of newly discovered cultural material should not impact construction schedules. Where complex or extensive cultural remains are encountered, the project manager, Environmental Planner and qualified archaeological personnel will determine the appropriate level of documentation and treatment of the resource after consultation with DAHP and representatives of affected tribal governments.

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on State of Washington cultural resource site or isolate form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for any subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons, and artifacts detected in buried sediments may require further evaluation using hand-dug test units to clarify aspects of integrity, stratigraphic context, or feature function. Units may be dug in controlled fashion to expose features, collect radiocarbon or animal/plant macrofossil samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench might also be used to cross-section a feature to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's potential to address significant research domains. Excavations will be conducted using professionally accepted techniques for controlling provenience of recovered materials.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh. Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded on a standard form. Test excavation units will be recorded on unit level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. Radiocarbon and macrofossil samples will be taken from intact subsurface features exposed by shovel/auger probes or test units. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the DAHP and the affected tribe(s).

Within 90 days of concluding fieldwork, a management summary describing any and all monitoring and resultant archaeological excavations will be prepared by Lewis County or its consultants. Copies will then be submitted for review and delivery to DAHP and the affected tribe(s).
If assessment activity exposes human remains (burials, isolated teeth, or bones) all defined procedures outlined below will be followed.

SPECIAL PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains regardless of ethnic origin, which may be discovered during this project, will at all times be treated with dignity and respect. In the event that any human remains are discovered and they are determined to be of Native American origin, the affected Native American Tribe(s) will be immediately notified by Lewis County.

1. During this construction project, if any Lewis County employee or any of the contractors or subcontractors believes that he or she has made an unanticipated discovery of human skeletal remains, all excavation adjacent to the discovery shall cease. A 100-foot work stoppage area will be maintained around the discovery to provide for the total security, protection, and integrity of the human skeletal remains, in accordance with Washington State Law. No persons other than the proper law enforcement personnel, Environmental Planner, and DAHP staff will be authorized direct access to the discovery location after the area is secured. If the remains are determined to be of Native American ancestry thorough consultation with DAHP, then tribal access will be allowed when the affected tribe(s) representative(s) are designated. Coordination for tribal member access must go through the designated tribal representative. The strict control of a burial location is mandated to insure the safety and integrity of the burial feature and remains.

2. Following the specific guidance set forth here, the Environmental Planner will immediately call the local law enforcement official (county sheriff (360-740-1441); NOT 911) and will insure an individual competent and qualified to identify human skeletal remains is present. The ethnic origin, or ancestry, of the discovered human remains will be determined through consultation with the Environmental Planner, DAHP, and the affected tribe(s). The local law enforcement official may arrange for a representative of the Lewis County Medical Examiner’s office to examine the discovery and determine whether it should be treated as a crime scene, a historic Euro-American burial, or as a burial of Native American ancestry.

C. If the human skeletal remains are determined to be Native American, the participating parties will consult to determine what treatment is appropriate for the human remains. No Native American human remains will be removed from a site without the explicit consent and concurrence of the affected tribe(s) and DAHP.

D. If disinterment of Native American human remains becomes necessary; the consulting parties will jointly determine the final custodian of the human skeletal remains for reinterment.
Inadvertent Discovery Plan
for
Archaeological Resources
and
Human Remains

Gifford Pinchot National Forest

Heritage Program
Gifford Pinchot National Forest

U.S. Forest Service
Pacific Northwest Region

Updated March 2018
Overview- Inadvertent Discoveries During Project Implementation and Operations

It is the policy of the Forest Service to ensure that land use decisions and management practices do not have an inadvertent adverse effect on cultural resources (FSM 2364.03). When agency or agency-authorized undertakings have the potential to affect cultural resources, Section 106 of the National Historic Preservation Act (NHPA) requires the inventory (survey) of the project area to identify and protect significant resources. No matter how thorough the inventory, there is always the possibility that archaeological resources or human remains will be inadvertently discovered during the course of project implementation. Heritage Program planning direction includes development of protocols for responses to the unanticipated discovery of archaeological resources or human remains (FSM 2362.3).

The Gifford Pinchot National Forest’s inadvertent discovery plan includes the following basic and general procedures:

1. Clauses will be included in Forest Service contracts, Agreements, and Special Use Permits specifying that if previously unidentified archaeological materials, sites or human remains are discovered during project implementation, project work in the vicinity of the discovery will be halted and the Heritage Specialist will be notified.

2. Reasonable measures will be implemented to protect the discovery site, including appropriate stabilization, covering, installation of barriers, or designated protective buffers.

3. Confidentiality of the discovery site will be ensured, and access restricted, if necessary.

4. If the inadvertent discovery involves archaeological resources, protocol for the discovery of archaeological resources (see below) will be followed.

5. If human remains or funerary materials are discovered, NAGPRA protocol (see below) will be followed.

6. The Heritage Specialist shall make a preliminary assessment of whether the cultural material or site is potentially significant and recommend additional steps for emergency treatment and stabilization, as needed.

7. Final mitigation procedures will be developed on a case-by-case basis, in consultation with the Washington SHPO and appropriate tribal cultural resources staff.

These procedures apply in the case of all ground-disturbing projects, including contracted or permitted activities, force-account work, and the activities of individual volunteers or volunteer organizations operating under agreements with the agency.
Discovery of Archaeological Resources

In the event of an inadvertent discovery of archaeological resources, the process set forth in 36 CFR 800.11 for recording standards and 800.13 for post-implementation discoveries will be followed (see Appendix A for 36 CFR 800.11 and .13). Specific procedures shall include the following:

A. Initial Discovery

1. Cease project activity and secure the area. The “area” is defined as any ground surrounding the discovery location needed to ensure protection of the site and any exposed and vulnerable archaeological resources. At a minimum, securing of the area will include reasonable measures to protect the discovery location, including stabilization or covering of exposed material, restricting access, and, if the circumstances of the discovery make it reasonable to do so, posting a monitor at the site until the proper authorities are notified.

2. If there is no activity underway, secure the area as stated above.

3. Forest Service personnel receiving the discovery information will promptly contact a Heritage Specialist (Forest, Zone, or District Archaeologist), and take reasonable steps to ensure the confidentiality of the discovery location.

B. Site Inspection and Documentation

1. The Heritage Specialist will make every effort to inspect the site on the same day the discovery is reported, and perform the following:

2. Document the area of the discovery. At a minimum, the documentation will include a map showing the location of the discovery, photographs, or sketches, and an inventory and description of the items observed. Pertinent physical and environmental data regarding characteristics of the discovery location will also be recorded (topography, soils, features). As necessary, surface artifacts at risk of theft or loss may be documented and removed for further analysis and curation.

3. Assess needs for additional field investigation, such as subsurface sampling for boundary determination, or sampling and recovery of displaced sediments.

4. Assess potential for further potential project effects; coordinate with project personnel regarding protection, avoidance, or monitoring requirements.

5. Provide any additional temporary stabilization necessary, and secure the site to ensure no further disturbance.
C. Assessment, Notification, and Further Action

1. Notify SHPO (State Archaeologist) and appropriate Tribes (Cultural Resources Program Managers), and Advisory Council on Historic Places (ACHP) by telephone or email within 48 hours of the discovery (35 CFR 800.13 (b)(3)). Allow 48 hours for response.

2. Based on the information collected during the site/discovery inspection, the Heritage Specialist will assess the significance of the archaeological resources with respect to the eligibility criteria of National Register of Historic Places (NRHP). If further field data are needed to make the Determination of Eligibility, a plan will be developed for additional field investigations.

3. Taking into account the recommendations of SHPO and Tribes, develop a plan of action to resolve adverse effects. If the site is significant (eligible to National Register of Historic Places) the preferred treatment is avoidance and protection in place. Treatment options are dependent upon the nature of the site and the type of disturbance and will be designed to minimize further damage, disturbance, and loss of archaeological values.

4. Archaeological data recovery may be an option if other treatments would not be effective or possible. A data recovery plan would be developed in consultation with appropriate tribes and the Washington SHPO following procedures under 36 CFR 800.6.

5. The nature of the archaeological resources and the extent of disturbance may require a formal damage assessment.

6. Implement treatments, mitigation measures, and appropriate actions.

Backhoe trenching in 1990 resulted in the inadvertent discovery of the Beech Creek archaeological site (45LE415) a pre-contact residential location with occupations dating to more than 9,000 years ago.
NAGPRA Protocol: Discovery of Human Remains

Past human use of the lands now administered as the Gifford Pinchot National Forest included Native American interment of the deceased. Known burial sites are typically associated with the use of cairns and are of historic (19th century) age. Associated funerary objects are generally limited to glass trade beads. Other forms of interment, representing different funerary practices and traditions, may also exist. For all activities undertaken within the Gifford Pinchot National Forest, the general policy has been strict avoidance of potential burial sites and grave locations. In circumstances where possible or confirmed grave sites have been identified, consultation with appropriate tribal authorities has been prompt, and avoidance measures have been effective.

The purpose of this protocol is to establish Forest-wide procedures in the event of the inadvertent discovery of human remains and/or artifacts on public lands administered by the Gifford Pinchot National Forest that could potentially be Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony. These procedures have been developed in consultation with local Tribes to assist in the discovery and identification process, and to afford protection measures in compliance with NAGPRA (Public Law 101-601; U.S.C. 3001-3013; 104 Stat. 3048-3059, Section 3) and implementing regulations (43 CFR Part 10, Section 10.4).

In situations where unanticipated discovery of human remains occurs, procedures that follow will be conducted with dignity, respect, and sensitivity to the traditions and beliefs of descendant groups. The determination of which group(s) to contact will be based on the location of the site, with respect to ceded lands and/or proximity to usual and accustomed (traditional) use areas.

A. Initial Discovery

1. Cease project activity and secure the area. The “area” is defined as any ground surrounding the discovery location needed to ensure protection of the find that may contain additional materials. At a minimum, securing of the area will include reasonable measures to protect the discovery location, including stabilization or covering of exposed material, restricting access, and, if the circumstances of the discovery make it reasonable to do so, posting a monitor at the site until the proper authorities are notified.

2. If there is no activity underway, secure the area as stated above.

3. Forest Service personnel receiving the discovery information will directly contact the Heritage Specialist and local Forest Law Enforcement Officer (LEO). Reasonable steps will be taken to ensure the confidentiality of the discovery location.
B. Site Inspection and Documentation

1. The Heritage Specialist and/or LEO will make every effort to visit the site on the same day as the discovery.

2. The Heritage Specialist will document the area of the discovery. At a minimum, the documentation will include a map showing the location of the discovery, photographs, or sketches, and an inventory and description of the items observed. Pertinent physical and environmental data regarding characteristics of the discovery location will also be recorded (topography, soils, features). Nothing will be removed from the site.

C. Identification and Notification: Cultural Items

1. Upon encountering cultural items, either by receiving them from the public or through inadvertent discovery, Forest Service personnel will promptly contact the Heritage Specialist.

2. Cultural items as defined under NAGPRA are funerary objects, sacred objects, and objects of cultural patrimony. Examples of such items may include, but are not limited to, glass or shell beads, copper ornaments, or carved stone items.

3. The Heritage Specialist will notify the Tribal Historic Preservation Officer and/or Tribal Cultural Resources Protection Specialist by telephone, email, or text message within 24 hours of the potential discovery, and will request a meeting with the Tribe to review recovered material and records, and, if necessary schedule a field inspection of the discovery site.

4. The Heritage Specialist will review site records and related files to determine if the location has been previously documented as an archaeological, historic, or traditional cultural resource.

5. If the Tribe identifies the cultural items as funerary objects, sacred objects, or objects of cultural patrimony, compliance with Section 10.4, Section 3(d) of NAGPRA will be implemented immediately.

D. Identification and Notification: Human Remains

1. If skeletal material is brought to Forest personnel either in the field or in the office, and it seems reasonable that the material is human, the person receiving the material will contact the Heritage Specialist or the LEO on duty. The Heritage Specialist or LEO will arrange a site visit with the Sheriff/Coroner.

2. If the location of skeletal remains is identified to Forest Service personnel, the person receiving the information about the location will contact the LEO on duty. The LEO will visit the site on the same day, and identify the type of remains, if possible. If the LEO reasonably believes the remains are human, he/she will immediately secure the area and contact the Sheriff/Coroner and Heritage
Specialist by phone or radio regarding the potential for Native American human remains.

3. If the skeletal material cannot be reasonably identified as non-human, do not disturb the material, call the Sheriff/Coroner within 24 hours, and secure the area as described above (A)(1).

4. Under no circumstances will any unauthorized Forest Service personnel remove the skeletal material or use potentially destructive means (trowel, shovel, probe) to determine if the remains are human.

5. The Sheriff/Coroner will obtain non-destructive forensic analysis, if necessary, to determine if the remains are human and of Native American origin. The Sheriff/Coroner will report the findings to the Heritage Specialist by phone or email.

6. Heritage Program personnel will report the findings to the Tribal Historic Preservation Officer and/or Tribal Cultural Resources Protection Specialist and appropriate Line and Staff Officers, or actings, by telephone or email within 24 hours of receipt.

7. All health and safety requirements will prevail in situations where contamination from hazardous waste and materials is present on archaeological sites, or where an archaeological deposit is encountered during removal of such materials, and/or in cases where hazardous materials may have contaminated burials and associated items where re-interment is necessary. In these cases the Forest Hazardous Materials coordinator will be contacted.

E. Implementation of 43 CFR Part 10 Regulations

1. Human Remains
   a. If human remains are identified as Native American in origin, the Forest will initiate compliance with NAGPRA, Section 3(d), and implementing regulations 43 CFR Part 10, S10.4 (Appendix A, attached).

2. Cultural Objects
   a. If cultural objects are identified by the Tribe as funerary objects, sacred objects, or objects of cultural patrimony, the Forest will initiate compliance with NAGPRA, Section 3(d), and implementing regulations 43 CFR Part 10, S10.4 (Appendix B, attached).
Contact Information

Gifford Pinchot National Forest: Heritage Specialists

Matthew Mawhirter
Heritage Program Manager & South Zone Archaeologist
Mt. Adams Ranger Station
Office: (360) 891-5214
Cell: (360) 606-6802
Email: mjmawhirter@fs.fed.us

Kevin Flores
District Archaeologist
Cowlitz Valley Ranger Station
Office: (360) 497-1167
Cell: (775) 412-8121
Email: kjflores@fs.fed.us

Gifford Pinchot National Forest: Line Officers

Gar Abbas, District Ranger
Cowlitz Valley Ranger District
Office: (360) 497-1105
Cell: (360) 520-5556
FAX: (360) 487-1102
Email: gabbas@fs.fed.us

Emily Platt, District Ranger
Mt. Adams Ranger District
Office: (509) 395-3401
Cell: (360) 216-5183
FAX: (509) 395-3424
Email: emilykplatt@fs.fed.us

Tedd Huffman, Monument Manager
Mount St. Helens National Volcanic Monument
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Email: elhuffman@fs.fed.us

Gifford Pinchot National Forest: Law Enforcement Officers

Jason Aurit
Mt. Adams Ranger District
Office: (509) 395-3354
Cell: (360) 751-0109
FAX: (509) 395-3424
Email: jaaurit@fs.fed.us

Andrew Larson
Cowlitz Valley Ranger District
Office: (360) 497-1125
Cell: (360) 601-8298
FAX: (360) 497-1102
Email: arlarson@fs.fed.us

Mark Camisa (Patrol Captain) – Gifford Pinchot National Forest (Vancouver Headquarters)
Office (360) 891-5132
Cell: (360) 715-0555
Email: mcamisa@fs.fed.us

Sheriff Departments

Clark County: (360) 397-2366
Lewis County: (360) 577-3098
Skamania County: (509) 472-9490
Klickitat County: (509) 773-4455

Coroners

Lewis County Coroner: (360) 577-3079
Skamania County Coroner: (509) 427-3790
Appendix A

36 CFR 800.11 Documentation standards.

(a) Adequacy of documentation. The agency official shall ensure that a determination, finding, or agreement under the procedures in this subpart is supported by sufficient documentation to enable any reviewing parties to understand its basis. The agency official shall provide such documentation to the extent permitted by law and within available funds. When an agency official is conducting phased identification or evaluation under this subpart, the documentation standards regarding description of historic properties may be applied flexibly. If the Council, or the SHPO/THPO when the Council is not involved, determines the applicable documentation standards are not met, the Council or the SHPO/THPO, as appropriate, shall notify the agency official and specify the information needed to meet the standard. At the request of the agency official or any of the consulting parties, the Council shall review any disputes over whether documentation standards are met and provide its views to the agency official and the consulting parties.

(b) Format. The agency official may use documentation prepared to comply with other laws to fulfill the requirements of the procedures in this subpart, if that documentation meets the standards of this section.

(c) Confidentiality.
(1) Authority to withhold information. Section 304 of the act provides that the head of a Federal agency or other public official receiving grant assistance pursuant to the act, after consultation with the Secretary, shall withhold from public disclosure information about the location, character, or ownership of a historic property when disclosure may cause a significant invasion of privacy; risk harm to the historic property; or impede the use of a traditional religious site by practitioners. When the head of a Federal agency or other public official has determined that information should be withheld from the public pursuant to these criteria, the Secretary, in consultation with such Federal agency head or official, shall determine who may have access to the information for the purposes of carrying out the act.

(2) Consultation with the Council. When the information in question has been developed in the course of an agency's compliance with this part, the Secretary shall consult with the Council in reaching determinations on the withholding and release of information. The Federal agency shall provide the Council with available information, including views of the SHPO/THPO, Indian tribes and Native Hawaiian organizations, related to the confidentiality concern. The Council shall advise the Secretary and the Federal agency within 30 days of receipt of adequate documentation.

(3) Other authorities affecting confidentiality. Other Federal laws and program requirements may limit public access to information concerning an undertaking and its effects on historic properties. Where applicable, those authorities shall govern public access to information developed in the section 106 process and may authorize the agency official to protect the privacy of non-governmental applicants.

(d) Finding of no historic properties affected. Documentation shall include:
(1) A description of the undertaking, specifying the Federal involvement, and its area of potential effects, including photographs, maps, drawings, as necessary;
(2) A description of the steps taken to identify historic properties, including, as appropriate, efforts to seek information pursuant to § 800.4(b); and
(3) The basis for determining that no historic properties are present or affected.

(e) Finding of no adverse effect or adverse effect. Documentation shall include:

(1) A description of the undertaking, specifying the Federal involvement, and its area of potential effects, including photographs, maps, and drawings, as necessary;
(2) A description of the steps taken to identify historic properties;
(3) A description of the affected historic properties, including information on the characteristics that qualify them for the National Register;
(4) A description of the undertaking's effects on historic properties;
(5) An explanation of why the criteria of adverse effect were found applicable or inapplicable, including any conditions or future actions to avoid, minimize or mitigate adverse effects; and
(6) Copies or summaries of any views provided by consulting parties and the public.

(f) Memorandum of Agreement. When a Memorandum of Agreement (MOA) is filed with the Council, the documentation shall include, any substantive revisions or additions to the documentation provided the Council pursuant to § 800.6(a)(1), an evaluation of any measures considered to avoid or minimize the undertaking's adverse effects and a summary of the views of consulting parties and the public.

(g) Requests for comment without a memorandum of agreement. Documentation shall include:

(1) A description and evaluation of any alternatives or mitigation measures that the agency official proposes to resolve the undertaking's adverse effects;
(2) A description of any reasonable alternatives or mitigation measures that were considered but not chosen, and the reasons for their rejection;
(3) Copies or summaries of any views submitted to the agency official concerning the adverse effects of the undertaking on historic properties and alternatives to reduce or avoid those effects; and
(4) Any substantive revisions or additions to the documentation provided the Council pursuant to § 800.6(a)(1).

36 CFR 800.13 Post-review discoveries.

(a) Planning for subsequent discoveries.
(1) Using a programmatic agreement. An agency official may develop a programmatic agreement pursuant to § 800.14(b) to govern the actions to be taken when historic properties are discovered during the implementation of an undertaking.
(2) Using agreement documents. When the agency official's identification efforts in accordance with § 800.4 indicate that historic properties are likely to be discovered during implementation of an undertaking and no programmatic agreement has been developed pursuant to paragraph (a)(1) of this section, the agency official shall include in any finding of no adverse effect or memorandum of agreement a process to resolve any adverse effects upon such properties. Actions in conformance with the process satisfy the agency official's responsibilities under section 106 and this part.

(b) Discoveries without prior planning. If historic properties are discovered or unanticipated effects on historic properties found after the agency official has completed
the section 106 process without establishing a process under paragraph (a) of this section, the agency official shall make reasonable efforts to avoid, minimize or mitigate adverse effects to such properties and:

(1) If the agency official has not approved the undertaking or if construction on an approved undertaking has not commenced, consult to resolve adverse effects pursuant to § 800.6; or

(2) If the agency official, the SHPO/THPO and any Indian tribe or Native Hawaiian organization that might attach religious and cultural significance to the affected property agree that such property is of value solely for its scientific, prehistoric, historic or archeological data, the agency official may comply with the Archeological and Historic Preservation Act instead of the procedures in this part and provide the Council, the SHPO/THPO, and the Indian tribe or Native Hawaiian organization with a report on the actions within a reasonable time after they are completed; or

(3) If the agency official has approved the undertaking and construction has commenced, determine actions that the agency official can take to resolve adverse effects, and notify the SHPO/THPO, any Indian tribe or Native Hawaiian organization that might attach religious and cultural significance to the affected property, and the Council within 48 hours of the discovery. The notification shall describe the agency official's assessment of National Register eligibility of the property and proposed actions to resolve the adverse effects. The SHPO/THPO, the Indian tribe or Native Hawaiian organization and the Council shall respond within 48 hours of the notification. The agency official shall take into account their recommendations regarding National Register eligibility and proposed actions, and then carry out appropriate actions. The agency official shall provide the SHPO/THPO, the Indian tribe or Native Hawaiian organization and the Council a report of the actions when they are completed.

(c) Eligibility of properties. The agency official, in consultation with the SHPO/THPO, may assume a newly discovered property to be eligible for the National Register for purposes of section 106. The agency official shall specify the National Register criteria used to assume the property's eligibility so that information can be used in the resolution of adverse effects.

(d) Discoveries on tribal lands. If historic properties are discovered on tribal lands, or there are unanticipated effects on historic properties found on tribal lands, after the agency official has completed the section 106 process without establishing a process under paragraph (a) of this section and construction has commenced, the agency official shall comply with applicable tribal regulations and procedures and obtain the concurrence of the Indian tribe on the proposed action.

National Historic Preservation Act
http://www.achp.gov/NHPA.pdf
Appendix B

43 CFR 10.4  NAGPRA Inadvertent Discoveries.

(a) General. This section carries out section 3 (d) of the Act regarding the custody of human remains, funerary objects, sacred objects, or objects of cultural patrimony that are discovered inadvertently on Federal or tribal lands after November 16, 1990.

(b) Discovery. Any person who knows or has reason to know that he or she has discovered inadvertently human remains, funerary objects, sacred objects, or objects of cultural patrimony on Federal or tribal lands after November 16, 1990, must provide immediate telephone notification of the inadvertent discovery, with written confirmation, to the responsible Federal agency official with respect to Federal lands, and, with respect to tribal lands, to the responsible Indian tribe official. The requirements of these regulations regarding inadvertent discoveries apply whether or not an inadvertent discovery is duly reported. If written confirmation is provided by certified mail, the return receipt constitutes evidence of the receipt of the written notification by the Federal agency official or Indian tribe official.

(c) Ceasing activity. If the inadvertent discovery occurred in connection with an on-going activity on Federal or tribal lands, the person, in addition to providing the notice described above, must stop the activity in the area of the inadvertent discovery and make a reasonable effort to protect the human remains, funerary objects, sacred objects, or objects of cultural patrimony discovered inadvertently.

(d) Federal lands. (1) As soon as possible, but no later than three (3) working days after receipt of the written confirmation of notification with respect to Federal lands described in §10.4 (b), the responsible Federal agency official must:

(i) Certify receipt of the notification;

(ii) Take immediate steps, if necessary, to further secure and protect inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony, including, as appropriate, stabilization or covering;

(iii) Notify by telephone, with written confirmation, the Indian tribes or Native Hawaiian organizations likely to be culturally affiliated with the inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony, the Indian tribe or Native Hawaiian organization which aboriginally occupied the area, and any other Indian tribe or Native Hawaiian organization that is reasonably known to have a cultural relationship to the human remains, funerary objects, sacred objects, or objects of cultural patrimony. This notification must include pertinent information as to kinds of human remains, funerary objects, sacred objects, or objects of cultural patrimony discovered inadvertently, their condition, and the circumstances of their inadvertent discovery;
(iv) Initiate consultation on the inadvertent discovery pursuant to §10.5;

(v) If the human remains, funerary objects, sacred objects, or objects of cultural patrimony must be excavated or removed, follow the requirements and procedures in §10.3 (b) of these regulations; and

(vi) Ensure that disposition of all inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony is carried out following §10.6.

(2) Resumption of activity. The activity that resulted in the inadvertent discovery may resume thirty (30) days after certification by the notified Federal agency of receipt of the written confirmation of notification of inadvertent discovery if the resumption of the activity is otherwise lawful. The activity may also resume, if otherwise lawful, at any time that a written, binding agreement is executed between the Federal agency and the affiliated Indian tribes or Native Hawaiian organizations that adopt a recovery plan for the excavation or removal of the human remains, funerary objects, sacred objects, or objects of cultural patrimony following §10.3 (b)(1) of these regulations. The disposition of all human remains, funerary objects, sacred objects, or objects of cultural patrimony must be carried out following §10.6.

(e) Tribal lands. (1) As soon as possible, but no later than three (3) working days after receipt of the written confirmation of notification with respect to Tribal lands described in §10.4 (b), the responsible Indian tribe official may:

(i) Certify receipt of the notification;

(ii) Take immediate steps, if necessary, to further secure and protect inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony, including, as appropriate, stabilization or covering;

(iii) If the human remains, funerary objects, sacred objects, or objects of cultural patrimony must be excavated or removed, follow the requirements and procedures in §10.3 (b) of these regulations; and

(iv) Ensure that disposition of all inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony is carried out following §10.6.

(2) Resumption of Activity. The activity that resulted in the inadvertent discovery may resume if otherwise lawful after thirty (30) days of the certification of the receipt of notification by the Indian tribe or Native Hawaiian organization.

(f) Federal agency officials. Federal agency officials should coordinate their responsibilities under this section with their emergency discovery responsibilities under section 106 of the National Historical Preservation Act (16 U.S.C. 470 (f) et seq.), 36 CFR 800.11 or section 3 (a) of the Archeological and Historic Preservation Act (16 U.S.C. 469 (a-c)). Compliance with these regulations does not relieve Federal agency
officials of the requirement to comply with section 106 of the National Historical Preservation Act (16 U.S.C. 470 (f) et seq.), 36 CFR 800.11 or section 3 (a) of the Archeological and Historic Preservation Act (16 U.S.C. 469 (a-c)).

(g) Notification requirement in authorizations. All Federal authorizations to carry out land use activities on Federal lands or tribal lands, including all leases and permits, must include a requirement for the holder of the authorization to notify the appropriate Federal or tribal official immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony pursuant to §10.4 (b) of these regulations.


Native American Graves Protection and Repatriation Act

http://www.nps.gov/nagpra/MANDATES/INDEX.HTM
**FISH SALVAGE REPORT (IF APPLICABLE)**

**If applicable:** The grantee shall submit a completed Fish Salvage Report and Fish Salvage Data Table (see below) to the FEMA within 90 days of completing a capture and release as part of an action completed under this opinion. The FEMA will submit the report to NMFS at femaprogrammatic.wcr@noaa.gov.

**FEMA Action ID #:**

**Date(s) of Fish Salvage Operation(s):**

**Supervisory Fish Biologist:**

**Address:**

**Telephone Number:**

**Fish Salvage Data**

**Water Temperature:**

**Air Temperature:**

**Time of Day:**

<table>
<thead>
<tr>
<th>ESA-Listed Salmonid Species per Recovery Domain</th>
<th>Number Handled</th>
<th>Number Injured</th>
<th>Number Killed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Juvenile</td>
<td>Adult</td>
<td>Juvenile</td>
</tr>
<tr>
<td>Willamette/Lower Columbia River Domain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Columbia River Domain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oregon Coast Domain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southern Oregon/Northern California Coast Domain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Puget Sound Domain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Describe methods that were used to isolate the work area and remove fish:**

---

44 Fish should be identified to the degree possible. When species is in doubt, use best professional judgement when filling out table.
Screen Approach Velocity (How to calculate): The approach velocity must not exceed 0.40 feet per second (ft/s) for active screens, or 0.20 ft/s for passive screens. Using these approach velocities would minimize screen contact and/or impingement of juvenile fish. For pump intake screen designs for water drafting, approach velocity is calculated by dividing the maximum screened flow amount (cubic feet per second (cfs)) by the entire effective screen area. Approach velocity should be measured as close as physically possible to the boundary layer turbulence generated by the screen face.

Effective Screen Area: The minimum effective screen area must be calculated by dividing the maximum screened flow by the allowable approach velocity (0.40 ft/s for active screens, or 0.20 ft/s for passive screens).

Specific Criteria and Guidelines for Pump Intake Screen Mesh Material

Circular Screens: Circular screen face openings must not exceed 3/32 inch in diameter. Perforated plate must be smooth to the touch with openings punched through in the direction of approaching flow.

Slotted Screens: Slotted screen face openings must not exceed 1.75 mm (approximately 1/16 inch) in the narrow direction.

Square Screens: Square screen face openings must not exceed 3/32 inch on a diagonal.

Material: The screen material must be corrosion resistant and sufficiently durable to maintain a smooth uniform surface with long term use.

Other Components: Other components of the screen facility (such as seals) must not include gaps greater than the maximum screen opening defined above.

Open Area: The percent open area for any screen material must be at least 27%.

Information provided by the following documents:


APPENDIX F

CONTRACT PLANS
Coal Creek Drive
Long Term Bank Protection

COUNTY MAINTENANCE PROJECT NO: SM15F739300030

DESIGNED BY: JML
DRAWN BY: MAO
CHECKED BY: ERR
DATE: 21 May 2018

LOG STRUCTURE SEQUENCING

1. Place log #1, log #2, log #3, log #4, log #5, log #6, log #7, log #8, log #9, log #10, log #11, and log #12 along the proposed alignment as shown on the plan. Make sure that the logs are positioned at the correct elevation and slope.

2. Place log #12 at the designated location and make sure it is properly aligned with the other logs.

3. Place log #11 at the designated location and make sure it is properly aligned with the other logs.

4. Place log #10 at the designated location and make sure it is properly aligned with the other logs.

5. Place log #9 at the designated location and make sure it is properly aligned with the other logs.

6. Place log #8 at the designated location and make sure it is properly aligned with the other logs.

7. Place log #7 at the designated location and make sure it is properly aligned with the other logs.

8. Place log #6 at the designated location and make sure it is properly aligned with the other logs.

9. Place log #5 at the designated location and make sure it is properly aligned with the other logs.

10. Place log #4 at the designated location and make sure it is properly aligned with the other logs.

11. Place log #3 at the designated location and make sure it is properly aligned with the other logs.

12. Place log #2 at the designated location and make sure it is properly aligned with the other logs.

13. Place log #1 at the designated location and make sure it is properly aligned with the other logs.

14. Make sure all the logs are properly secured and anchored in place.

15. Make sure all the logs are properly labeled and marked for easy identification.

16. Make sure all the logs are properly stacked and supported to ensure stability.

17. Make sure all the logs are properly cleaned and free of debris.

18. Make sure all the logs are properly spaced and aligned to create a uniform and aesthetically pleasing appearance.

19. Make sure all the logs are properly maintained and kept in good condition.

20. Make sure all the logs are properly documented and stored for future reference.

COUNTY MAINTENANCE PROJECT NO: SM15F739300030

DESIGNED BY: JML
DRAWN BY: MAO
CHECKED BY: ERR
DATE: 21 May 2018

LOG STRUCTURE SEQUENCING

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16. Make sure all the logs are properly stacked and supported to ensure stability.

17. Make sure all the logs are properly cleaned and free of debris.

18. Make sure all the logs are properly spaced and aligned to create a uniform and aesthetically pleasing appearance.

19. Make sure all the logs are properly maintained and kept in good condition.

20. Make sure all the logs are properly documented and stored for future reference.
NOTES

ALL SIGNS ARE TO BE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
SIGN LOCATIONS ARE APPROXIMATE. ACTUAL LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

TEMPORARY TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL 48 HOURS BEFORE IMPLEMENTATION AND SHALL USE THE WSDOT WORK ZONE TRAFFIC CONTROL GUIDELINES FOR MAINTENANCE OPERATIONS FOR GUIDANCE.

LEGEND

CONSTRUCTION SIGN CLASS A

COAL CREEK DRIVE TRAFFIC CONTROL PLAN
NOT TO SCALE

SHOULDER FINISHING (CRUSHED SURFACING TOP COURSE); AN ESTIMATED QUANTITY OF 1.00 TONS ARE TO BE USED FOR BID PURPOSES ONLY

CRUSHED SURFACING TOP COURSE, 0.15' COMPACTED DEPTH
CRUSHED SURFACING BASE COURSE, 0.50' COMPACTED DEPTH
CRUSHED SURFACING BASE COURSE, COMPACTED DEPTH VARIES

COAL CREEK DRIVE ROADWAY & CUL-DE-SAC TYPICAL SECTION
STATION 0+10.00 TO STATION 1+92.00
NOT TO SCALE

RIGHT SHOULDER SECTION
STATION 0+90.00 RT TO STATION 1+92.00 RT
NOT TO SCALE

EXISTING GROUND
BACKFILL DITCH WITH QUARRY SPALLS
EXISTING GROUND

NOTE:
CONSTRUCTION SIGNS CLASS A
FOR TRIALS END ROAD & COAL CREEK DRIVE TOTAL = 84.50 S.F.