

CONTRACT PROVISIONS

ENTIAT RIVER RESTORATION AREA B PROJECT

October 2018



Chelan County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801



EXPIRES: 6/18/2019



10-5-18

PAGE LEFT BLANK INTENTIONALLY

Chelan County Natural Resources Department

ENTIAT RIVER RESTORATION AREA B

Bid Opening: Monday, October 29, 2018 at 11:00 AM PDT

Notice to All Plan Holders:

The office responsible for answering all questions regarding these bid documents and to show the project to prospective bidders is:

Contact:

Pete Cruickshank
Chelan County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801

Phone: 509-667-6612

Mobile: 509-699-1754

Email: pete.cruickshank@co.chelan.wa.us

PAGE LEFT BLANK INTENTIONALLY

TABLE OF CONTENTS

| <u>SECTION TITLE</u> | <u>NUMBER OF PAGES</u> |
|---|------------------------|
| BID SUBMITTAL PACKAGE | |
| BIDDING CHECKLIST | 1 |
| BIDDING INSTRUCTIONS | 3 |
| INVITATION TO BID | 2 |
| BID FORM | 4 |
| BID PROPOSAL FORM | 1 |
| BID PROPOSAL BOND | 1 |
| BIDDER INFORMATION SHEET | 1 |
| NON-COLLUSION DECLARATION | 1 |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS | 2 |
| CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES | 1 |
| BONDING AND CLAIMS | 1 |
| PROCUREMENT CONTRACT PACKAGE (to be completed only by successful bidder) | |
| AGREEMENT | 2 |
| PERFORMANCE AND PAYMENT BOND | 2 |
| NOTICE OF AWARD | 1 |
| NOTICE TO PROCEED | 1 |
| CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS | 1 |
| CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS | 1 |
| CONSENT OF SURETY TO FINAL PAYMENT | 1 |
| CERTIFICATE OF SUBSTANTIAL COMPLETION | 2 |
| FINAL CONTRACT VOUCHER CERTIFICATE | 2 |
| SPECIAL PROVISIONS | 51 |
| DIVISION 1 – GENERAL REQUIREMENTS | 30 |
| DIVISION 2 – EARTHWORK | 10 |
| DIVISION 6 – PILING | 3 |
| DIVISION 8 – MISCELLANEOUS CONSTRUCTION | 12 |
| APPENDICES | |
| FEDERAL WAGE RATES | 9 |
| WASHINGTON STATE WAGE RATES | 8 |
| WASHINGTON STATE BENEFIT CODE KEY | 12 |
| CONTRACT DRAWINGS | 48 |

PAGE LEFT BLANK INTENTIONALLY

BID SUBMITTAL PACKAGE

PAGE LEFT BLANK INTENTIONALLY

BIDDING CHECKLIST

Bidders must bid on all bid items contained in the Proposal. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

Please check to make sure you have accomplished the following:

- Has bid bond or certified check been enclosed with your bid?
- Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?
- Has the proposal been properly signed?
- Have you bid on ALL ITEMS and ALL SCHEDULES?
- Have you completed the Bidder's Information Sheet?
- Have you included the Non-Collusion Declaration?
- Have you completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions?
- Have you completed the Certification of Compliance with Wage Payment Statutes?
- Have you completed the form regarding Bonding and Claims?
- Have you certified receipt of addenda?

PAGE LEFT BLANK INTENTIONALLY

BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on **Monday, October 29, 2018 at 11:00 AM PDT** or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the construction of Chelan County Natural Resources Project Entiat River Restoration Area B in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked **“BID ON ENTIAT RIVER RESTORATION AREA B PROJECT”**.

Sealed bids may not be submitted by facsimile or other electronic or data transmission.

B. BID CONTENTS

The sealed bid must contain all bidding documents, fully completed and signed. Bidders not fully meeting specifications must identify and list exceptions. All exceptions are subject to review, inspection, testing and approval by Chelan County.

The sealed bid must also contain the following information and materials, completed and signed:

1. Bid Proposal (Prices must be shown on every unit item and the total. Quantities, where not listed shall be estimated by the bidder and shown);
2. Bid Proposal Form (Executed by Principal or Authorized Officer.);
3. Bid Proposal Bond (in lieu of cashier's check, or certified check, a Bid Proposal bond must be executed by the Bidder and the Bidder's Surety.);
4. Bidder Information Sheet;
5. Non-Collusion Declaration;
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
7. Certification of Compliance with Wage Payment Statutes; and
8. Bonding and Claims Information.

Bid proposal forms are not transferable. Any alteration not initialed by the Bidder will be cause for deeming the bid proposal irregular and rejecting the bid.

In submitting a Bid Proposal, Bidder shall comply with provisions as contained in the Special Provisions, 1-02.6, regarding “Preparation of the Proposal”, unless otherwise required herein.

C. CLARIFICATION OF BID

NO CHANGES ARE ALLOWED EXCEPT BY SUBMITTING AN AMENDED SEALED BID PROPOSAL PRIOR TO THE DATE AND TIME SET FOR BID OPENING. Any unsealed clarification information received by the Clerk which discloses price will not be considered by the Board of County Commissioners and shall result in rejection of the entire bid.

D. BID BOND

In accordance with Section 1-02.7 of the Special Provisions and the WSDOT Standard Specifications, all bid proposals shall be accompanied by a bid bond, certified check, cashier's check, made out to Chelan County, or cash in the amount of five percent (5%) of the total bid, conditioned upon the

Bidder's full and complete performance of the terms and conditions of a bid award. The bid bond or equivalent shall be held by Chelan County until acceptable performance and payment bonds and certificate of insurance are provided to Chelan County, and the contract is subsequently fully executed. If the successful bidder abandons the bid award, fails to provide satisfactory performance bond and a certificate of insurance to Chelan County or fails to fully execute the contract, then the bid bond or equivalent shall, in the sole discretion of Chelan County, be forfeited and retained.

E. BID REVIEW AND EVALUATION

The Board of County Commissioners reserves the right to reject any or all bids, waive informalities, and to contract as the best interests of Chelan County may require. When evaluating bids, the following criteria, in addition to price, will be considered:

1. The bidder's experience, technical qualifications and skill;
2. The guaranteed availability of materials needed for construction;
3. The bidder's ability and capacity to fully perform within the time required, taking into account the bidder's existing performance commitments and past performance;
4. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
5. The bidder's compliance with the terms and conditions of this request for bids;
6. Any additional evaluation criteria contained in the plans, specifications and addenda; and
7. Any other information as may have a bearing on the bid.
8. Not currently be debarred, suspended or under other sanctions pursuant to Executive Order 12549. Disbarment and Suspension 13 CFR Part 145 of the U. S. Small Business Administration. Bidder is required to complete "Certification regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions"

F. CONTRACT DOCUMENTS FOLLOWING AWARD

Each Bidder's attention is especially called to the following documents that must be fully completed, executed and submitted to Chelan County if successful Bidder:

1. Notice of Award - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.
2. Agreement - To be executed by the successful Bidder.
3. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety Company.
4. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
5. Notice to Proceed - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.

G. CANCELLATION BY COUNTY

In its sole discretion, Chelan County may cancel any bid award upon written notification to the successful bidder within 30 (thirty) days after the date of the bid award, without any cost, expense, penalty or damages payable to the successful bidder.

INVITATION TO BID

Entiat River Restoration Area B Project

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until **Monday, October 29, 2018 at 11:00 AM PDT** for the Chelan County Natural Resources Project, “ENTIAT RIVER RESTORATION AREA B”.

Chelan County Natural Resources Project Entiat River Restoration Area B, Chelan County. This contract provides for:

Improvement of the Entiat River, River Miles 19.4 to 20.1 near the Stormy Preserve. This work includes, but is not limited to: Temporary traffic control along Entiat River Road; Temporary recreational boater egress and recreational isolation of the work area; Permanent and temporary improvements of access routes on private property; Clearing and grubbing and salvage of material for use in Habitat Structure construction; material re-use and/or haul and disposal; in water work site isolation; Control of in water turbidity; Wet and temporary bridge stream crossing(s); Construction of Large Woody Material (LWM) habitat structures; Construction of side channels to connect flow paths of the floodplain to the mainstem of the Entiat River other work as identified on the Contract Plans. All work shall be in accordance with the Contract Documents and the 2018 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

A **mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on **Thursday October 18, 2018 at 10:00 A.M.** Attendees shall meet at **Entiat City Park, located on Lakeview Drive in Entiat, Wa 98822.** A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend. The CONTRACTING AGENCY will disregard any bid submitted from a Prime Contractor that did not have a representative attend the Pre-Bid site walk through.

A bid bond, certified check, or cashier’s check in the amount of 5% of the bid shall accompany all bids.

The County of Chelan 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 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 in consideration for an award.

All bids shall be marked “ENTIAT RIVER RESTORATION AREA B PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause. Dated this ____ day of __, 2018.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEITH W. GOEHNER, CHAIRMAN

DOUG ENGLAND, COMMISSIONER

ATTEST: Jacinda Rublaitus

CLERK OF THE BOARD

KEVIN OVERBAY, COMMISSIONER

PAGE LEFT BLANK INTENTIONALLY

NOTE: The following forms are to be submitted with the Bid

PAGE LEFT BLANK INTENTIONALLY

BID FORM

Entiat River Restoration Area B Project

TO: Board of Chelan County Commissioners, Wenatchee, Washington

The Undersigned certify that they have examined the location of the project and read and thoroughly understand the plans, specifications and contract governing 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 schedule of rates and prices:

| # | Spec | Description | Unit | Qty | Unit Price | Bid Price |
|----|-------------|-------------------------------|------|---------|------------|-----------|
| 1 | 1-09.7 | MOBILIZATION | LS | 1.00 | | |
| 2 | 1-05.4 | SURVEYING | LS | 1.00 | | |
| 3 | 8-01.3(9)A1 | HIGH VISIBILITY SAFETY FENCE | LF | 2440.00 | | |
| 4 | 2-01 | CLEARING FOR TEMPORARY ACCESS | AC | 0.11 | | |
| 5 | 2-01 | CLEARING AND GRUBBING | AC | 1.70 | | |
| 6 | 2-10 | IN-WATER WORK AREA ISOLATION | EA | 9.00 | | |
| 7 | 8-27 | TEMPORARY ACCESS ROUTE | LF | 3055.00 | | |
| 8 | 8-26 | STABILIZED ACCESS ROUTE | LF | 1550.00 | | |
| 9 | 8-28 | TEMPORARY WET CROSSING | EA | 1.00 | | |
| 10 | 8-30 | TEMPORARY BRIDGE CROSSING | EA | 1.00 | | |
| 11 | 2-03 | RIP RAP REMOVAL INCL. HAUL | CY | 895.00 | | |
| 12 | 2-03 | ROADWAY EXCAVATION INCL. HAUL | CY | 8635.00 | | |
| 13 | 2-05 | FLOODPLAIN ROUGHNESS | AC | 1.70 | | |
| 14 | 2-03.3(14)M | CHANNEL EXCAVATION INCL. HAUL | CY | 110.00 | | |
| 15 | 8-31 | LWM STRUCTURE APEX 1 | EA | 6.00 | | |
| 16 | 8-31 | LWM STRUCTURE APEX 2 | EA | 1.00 | | |

| | | | | | | |
|------------------|------------|---|--------|------|-------------|----------|
| 17 | 8-31 | LWM STRUCTURE BANK ENHANCEMENT 1 | EA | 4.00 | | |
| 18 | 8-31 | LWM STRUCTURE BANK ENHANCEMENT 2 | EA | 5.00 | | |
| 19 | 8-31 | LWM STRUCTURE DEFLECTOR 2 | EA | 2.00 | | |
| 20 | 8-31 | LWM MEANDER JAM | EA | 1.00 | | |
| 21 | 8-01.3(1)B | EROSION AND SEDIMENT CONTROL LEAD | LS | 1.00 | | |
| 22 | 8-01. | EROSION AND WATER POLLUTION CONTROL | LS | 1.00 | | |
| 23 | 8-01.3(2) | PERMANENT SEEDING – LOW AND HIGH BANK | AC | 2.60 | | |
| 24 | 8-01.3(2) | PERMANENT SEEDING - FLOODPLAIN FIELD AND UPLAND | AC | 0.90 | | |
| 25 | 8-01.2(2)D | STRAW MULCH | TON | 7.00 | | |
| 26 | 1-09.6 | MINOR CHANGE | DOLLAR | 1 | \$15,000.00 | \$15,000 |
| Total Bid | | | | | | |

The aforementioned sum is hereby designated the Total Base Bid. The Total Base Bid shall not include Washington State sales tax. Sales tax will be added to the Total Base Bid prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

PRINT BIDDER NAME

DATE

SIGNATURE OF PRINCIPAL OR OFFICER

BID PROPOSAL FORM

To the Chelan County Board of County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites upon which the Work is to be performed and has read and thoroughly understands the plans, specifications, addenda and contract governing the work, the manner by which payment will be made for such work and time in which to attain Substantial Completion for the ENTIAT RIVER RESTORATION AREA B Project.

The Bidder hereby acknowledges receipt of Addendum No. 1 __, No. 2 __, No. 3 __, No. 4 __, No. 5 __, No. 6 __, No. 7 __, No. 8 __, No. 9 __, and No. 10 __.

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and has agreed to fully and completely perform all work required under the plans, specifications, addenda and Contract within the time period as specified. The Bidder has agreed to pay prevailing wage rates of Federal or State of Washington which are in effect at the time of the execution of the contract and whichever are the higher, in accordance with the requirements of the special provisions.

The undersigned hereby agrees to the indemnification requirements of Section 1-07.28 of the Special Provisions – Division 1. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW.

A bid proposal security of five percent (5%) of the total bid is attached hereto in the following form and in the amount of \$ _____.

Bid Proposal Bond ____ Cashier’s Check ____ Certified Check ____
Checks must be payable to the Treasurer of Chelan County, Washington.

PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

MAILING ADDRESS CITY STATE ZIP

PRINT NAME OF SIGNATORY TITLE

TELEPHONE FAX

STATE REGISTRATION NUMBER STATE UBI NUMBER

PAGE LEFT BLANK INTENTIONALLY

BID PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we of _____ as Principal, and the _____ a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the Chelan County Commissioners in the full and penal sum of five (5) percent of the total amount of the Bid Proposal of said Principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit:

Entiat River Restoration Area B Project: This contract provides for improvement of the Entiat River, River Miles 19.4 to 20.1 near the Stormy Preserve. This work includes, but is not limited to: Temporary traffic control along Entiat River Road; Temporary recreational boater egress and recreational isolation of the work area; Permanent and temporary improvements of access routes on private property; Clearing and grubbing and salvage of material for use in Habitat Structure construction; material re-use and/or haul and disposal; in water work site isolation; Control of in water turbidity; Wet or temporary bridge stream crossing(s); Construction of Large Woody Material (LWM) habitat structures; Construction of side channels to connect flow paths of the floodplain to the mainstem of the Entiat River other work as identified on the Contract Plans. All work shall be in accordance with the attached Contract, the Contract Plans, these Contract Provisions, the 2018 Standard Specifications for Road, Bridge and Municipal Construction issued by the Washington State Department of Transportation, and addenda thereto.

NOW, THEREFORE, if the said Bid Proposal by said Principal be accepted, and the Contract be awarded to said Principal, and if said Principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the Chelan County Commissioners within a period of ten (1) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the Principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20__.

NOTE: Failure to provide a Bid Proposal Bond renders a bid non-responsive. Acceptable Bid Bond language shall comply with Standard Specifications.

WITNESS our hands this _____ day of _____, 20__.

PRINT PRINCIPAL'S NAME

PRINT SURETY'S NAME

SIGNATURE: AUTHORIZED PRINCIPAL/OFFICER

SIGNATURE: SURETY/AUTHORIZED AGENT

ATTORNEY-IN-FACT, SURETY

PAGE LEFT BLANK INTENTIONALLY

BIDDER INFORMATION

PROJECT: Entiat River Restoration Area B

Contractor registration, bonding and insurance information will be confirmed through Department of Labor and Industries at 1.800.647.0982 and 1.360.902.5230.

CONTRACTOR:

NAME (Exactly as Registered) _____
TELEPHONE NO.

ADDRESS

CITY _____
STATE _____
ZIP

REGISTRATION NO. _____
EXPIRATION DATE _____
FEDERAL TAX ID _____
UBI NO.

SOLE PROPIERTORSHIP PARTNERSHIP CORPORATION
JOINT VENTURE LLC

PRINCIPALS:

PAGE LEFT BLANK INTENTIONALLY

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint for free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signed 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 call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above toll0pfree “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

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

FAILURE TO RETURN THIS DECLARATION AS PART OF THE BID SUBMITTAL PACKAGE WILL MAKE THE BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION REGARDING DEBARMENT



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date Monday, April 9, 2018, 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.*

PAGE LEFT BLANK INTENTIONALLY

BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

Are there claims pending against your bond? Yes No

If yes, what are each claimant's name, reasons for the claim, amount claimed, date, and place of filing?

Have there been tax liens or judgments against you filed by the Internal Review Service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three (3) years resulting from non-payment of employee taxes? Yes No

If yes, what date and in which County did each filing occur?

Are there any lawsuits or unsatisfied judgments pending against you? Yes No

If yes, what date and in which County is each lawsuit pending or judgment entered?

PAGE LEFT BLANK INTENTIONALLY

CONSTRUCTION CONTRACT PACKAGE

NOTE: The following forms are to be executed by the successful bidder, after the Contract Award, and are included here for Bidder's information only.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of **Entiat River Restoration Area B Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract in Year 1 on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings for Year 1 prior to December 31, 2018.
4. The CONTRACTOR will resume the remaining work required by this contract in Year 2 as early as allowed by the Project Permits or as otherwise approved by the CONTRACTING AGENCY.
5. The CONTRACTOR shall attain Substantial Completion of all work by October, 31, 2019.
6. Substantial Completion of all work for each consecutive calendar day thereafter.
7. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
8. The CONTRACTOR shall submit applications for payment in accordance with the 2018 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as amended January 2, 2018 (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
9. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BIDDING INSTRUCTIONS
- (B) INVITATION TO BID
- (C) BID FORM
- (D) BID PROPOSAL FORM
- (E) BID PROPOSAL BOND
- (F) BIDDER INFORMATION
- (G) NON-COLLUSION DECLARATION
- (H) CERTIFICATION REGARDING DEBARMENT
- (I) BONDING AND CLAIMS
- (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
- (K) PERFORMANCE AND PAYMENT BOND
- (L) NOTICE OF AWARD
- (M) NOTICE TO PROCEED
- (N) CHANGE ORDER(s)
- (O) ADDENDA:
 - No. ___ Dated _____, 2018
 - No. ___ Dated _____, 2018
 - No. ___ Dated _____, 2018

10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors,

administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on _____, 2018.

CHELAN COUNTY

CONTRACTOR

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE (SEAL)

ADDRESS

ATTEST:
Jacinda Rublaitus, Clerk of the Board

TITLE (SEAL)

SIGNATURE

EMPLOYER ID
NUMBER: _____

PRINT NAME

ATTEST:

TITLE

SIGNATURE

PRINT NAME

TITLE

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that whereas Chelan County, Wenatchee, Washington a municipal corporation has awarded to:

CONTRACTOR NAME

hereinafter designated as the “CONTRACTOR” a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

Entiat River Restoration Area B Project

and whereas said CONTRACTOR is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the CONTRACTOR and

_____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto Chelan County in the sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the CONTRACTING AGENCY, its officers and agents, from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless Chelan County, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications. This Bond is provided pursuant to and shall be construed in accordance with Ch. 39.08 RCW.

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 20__.

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____

BY _____

BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

NOTICE OF AWARD

DATED _____

TO _____

ADDRESS _____

PROJECT Entiat River Restoration Area B Project

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Monday, October 8, 2018, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____ (not including Washington State Sales Tax).

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within **fourteen (14)** calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within **fourteen (14)** calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CONTRACTING AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this _____ day of _____, 2018.

CONTRACTING OFFICER

SIGNATURE

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 2018.

SIGNATURE

TITLE

PAGE LEFT BLANK INTENTIONALLY

NOTICE TO PROCEED

DATED _____

TO _____

PROJECT Entiat River Restoration Area B Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2018, on or before _____, 2018, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October, 31, 2019.

CONTRACTING OFFICER

SIGNATURE

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this _____ day of _____, 2018.

SIGNATURE

TITLE

PAGE LEFT BLANK INTENTIONALLY

NOTE: The following forms are to be submitted by the Contractor upon substantial completion, and are included here for Bidder's Information only

PAGE LEFT BLANK INTENTIONALLY

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

| | | |
|--------------------|--|---|
| PROJECT: | <u>Entiat River Restoration Area B</u> | CONTRACTING AGENCY <input type="checkbox"/> |
| | Chelan County | ENGINEER <input type="checkbox"/> |
| TO | Natural Resources Department | CONTRACTOR <input type="checkbox"/> |
| CONTRACTING | 411 Washington Street, Suite 201 | SURETY <input type="checkbox"/> |
| AGENCY: | <u>Wenatchee, WA 98801</u> | OTHER <input type="checkbox"/> |

| | | |
|-------------------|-------------------|----------------------------|
| STATE OF: | <u>WASHINGTON</u> | CONTRACT FOR: _____ |
| | | CONTRACT |
| COUNTY OF: | <u>CHELAN</u> | DATED: _____ |

The undersigned hereby certifies that, except as listed below, payment has been paid in full and all obligations have otherwise been satisfied for all equipment and materials furnished, for all work, labor and services performed, and for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of the CONTRACT referenced above for which the CONTRACTING AGENCY might in any way be held responsible for encumbered.

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever surety is involved, Consent of Surety is required. Indicate attachment: (YES) (NO)

The following supporting documents should be attached hereto if required by the CONTRACTING AGENCY:

- a. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- b. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.
- c. Contractor's Affidavit of Release of Liens.

CONTRACTOR: _____
ADDRESS: _____

Subscribed and sworn to before me
 this __ day of _____ 20__.

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 SIGNATURE OF NOTARY PUBLIC

 PRINTED NAME

 PRINTED NAME OF NOTARY PUBLIC

 PRINTED TITLE

 COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Entiat River Restoration Area B
TO Chelan County
CONTRACTING Natural Resources Department
AGENCY: 411 Washington Street, Suite 201
Wenatchee, WA 98801

CONTRACTING AGENCY
ENGINEER
CONTRACTOR
SURETY
OTHER

STATE OF: WASHINGTON
COUNTY OF: CHELAN

CONTRACT FOR: _____
CONTRACT
DATED: _____

The undersigned hereby certifies that to the best of their knowledge, information and beliefs, except as listed below, the Releases or Waivers of Lien attached hereto include the CONTRACTOR, all subcontractors, all suppliers of equipment and materials, and all performers of work, labor and/or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the CONTRACTING AGENCY arising in any manner out of the performance of the CONTRACT referenced above.

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waivers of Liens, condition upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and equipment and material suppliers, to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.

CONTRACTOR: _____
ADDRESS: _____

Subscribed and sworn to before me
 this __ day of _____ 20__.

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 SIGNATURE OF NOTARY PUBLIC

 PRINTED NAME

 PRINTED NAME OF NOTARY PUBLIC

 PRINTED TITLE

 COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

CONSENT OF SURETY TO FINAL PAYMENT

PROJECT: Entiat River Restoration Area B **CONTRACTING AGENCY**
TO Chelan County **ENGINEER**
CONTRACTING Natural Resources Department **CONTRACTOR**
AGENCY: 411 Washington Street, Suite 201 **SURETY**
Wenatchee, WA 98801 **OTHER**

STATE OF: WASHINGTON **CONTRACT FOR:** _____
COUNTY OF: CHELAN **CONTRACT** _____
DATED: _____

In accordance with the provisions of the CONTRACT between the CONTRACTING AGENCY and the CONTRACTOR as indicated above, the *(insert name and address of Surety Company)*

_____, SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

_____, CONTRACTOR, _____

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name and address of CONTRACTING AGENCY)*

_____,
CONTRACTING AGENCY, _____

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ____ day of _____, 20____.

SURETY COMPANY NAME

Attest: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL) _____
PRINTED NAME AND TITLE

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Entiat River Restoration Area B

TO Chelan County
CONTRACTING Natural Resources Department
AGENCY: 411 Washington Street, Suite 201
Wenatchee, WA 98801

STATE OF: WASHINGTON **CONTRACT FOR:** General Construction

COUNTY OF: CHELAN **CONTRACT DATED:** _____

DATE OF ISSUANCE: _____

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as _____ (*date*) which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the project administrator when construction is sufficiently complete in accordance with the Contract Documents, so the CONTRACTING AGENCY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the project administrator is attached hereto. The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

 CONTRACTING AGENCY BY DATE
 PROJECT ADMINISTRATOR/ENGINEER

The CONTRACTOR will complete or correct the Work on the list of items attached hereto within 30 calendar days from the above Date of Substantial Completion.

 CONTRACTOR BY DATE

The CONTRACTING AGENCY accepts the Work or designated portion thereof a substantially complete and will assume full possession thereof on _____ *insert date* _____.

 CONTRACTING AGENCY BY DATE

FINAL CONTRACT VOUCHER CERTIFICATE

PROJECT: Entiat River Restoration Area B

DATE: _____

CONTRACTOR: _____

MAILING ADDRESS: _____

STATE OF: WASHINGTON

CONTRACT FOR: GENERAL CONSTRUCTION

COUNTY OF: CHELAN

CONTRACT DATED: _____

I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Contracting Agency nor have I rented or purchased any equipment or materials from any employee of the Contracting Agency; I further certify that *the attached final estimate* is a true and correct statement showing all the monies due me from the Contracting Agency for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and that I hereby release the Contracting Agency from any and all claims of whatsoever nature which I may have, arising out of the performance of said Contract, which are not set forth in said estimate.

SIGNATURE OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE

Subscribed and sworn to before me
this ____ day of _____ 20__.

PRINTED NAME

SIGNATURE OF NOTARY PUBLIC

PRINTED TITLE

PRINTED NAME OF NOTARY PUBLIC

COMMISSION EXPIRATION DATE

The Contracting Agency determined the Project Physically Complete on _____ *(date)* pursuant to Section 1-08.5 of the Contract Provisions.

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

APPROVED DATE

CONTRACTING AGENCY
PROJECT ADMINISTRATOR/ENGINEER SIGNATURE

CONTRACTING AGENCY SIGNATURE

This Final Contract Voucher Certification is to be prepared by the Contracting Agency Project Administrator. Contractor claims, if any, must be included and the Contractor Certification must be labeled indicating a claim attached.

The CONTRACTING AGENCY hereby accepts the completed contract pursuant to Section 1-05.12 of the Contract Provisions.

CONTRACTING AGENCY

SIGNATURE

PRINT NAME

TITLE (SEAL)

ATTEST:
Jacinda Rublaitus, Clerk of the Board

SIGNATURE

PRINT NAME

TITLE

SPECIAL PROVISIONS

PAGE LEFT BLANK INTENTIONALLY

SPECIAL PROVISIONS

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, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”).

DIVISION 1 GENERAL REQUIREMENTS

Description of Work

(June 6th, 2016)

This contract provides for the improvement of the Entiat River, River Miles 19.4 to 20.1 near the Stormy Preserve. This work includes, but is not limited to: Temporary traffic control along Entiat River Road; Temporary recreational boater egress and recreational isolation of the work area; Permanent and temporary improvements of access routes and gates on private property; Clearing and grubbing and salvage of material for use in Habitat Structure construction; material re-use and/or haul and disposal; in-water work area isolation; Control of in water turbidity; Wet or temporary bridge stream crossing(s); Construction of Large Woody Material (LWM) habitat structures; Construction of side channels to connect flow paths of the floodplain to the mainstem of the Entiat River; seeding; and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

(*****)

Logs, slash and racking material in quantities sufficient to construct LWM habitat structures will be provided by others, but must be managed by the Contractor to ensure that designated size class logs and volume of racking material is installed in the designated locations.

1-01 Definitions and Terms

1-01.3 Definitions

This Section is supplemented with the following:

(*****)

All references in the Standard Specifications to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

All references to “Engineer” shall be revised to read “Contracting Officer”.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

Additive

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

Alternate

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

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Dates

- Bid Opening Date - the date on which the Contracting Agency publicly opens and reads the bids.
- Award Date - the date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.
- Contract Execution Date - the date the Contracting Agency officially binds the agency to the contract.
- Notice to Proceed Date - the date stated in the Notice to Proceed on which the contract time begins.
- Substantial Completion Date - the day the Contracting Officer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

- **Physical Completion Date** - the day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.
- **Completion Date** - the day all the work specified in the contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the contract and required by law must be furnished by the Contractor before establishment of this date.
- **Final Acceptance Date** - the date on which the Contracting Agency accepts the work as complete.

Drawings

All references to “Drawings” in the Standard Specifications, Amendments, or these Special Provisions shall be revised to read “Plans”.

Notice of Award

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency’s acceptance of the bid.

Notice to Proceed

The written notice from the Contracting Agency or Contracting Officer to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the contract time begins.

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Pre-qualifications of Bidders

This section is supplemented with the following:

(*****)

Before award of a 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 project.

1-02.2 Plans and Specifications

This section is supplemented with the following:

(*****)

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

| To Prime Contractor | No. of Sets | Basis of Distribution |
|---|-------------|-------------------------------------|
| Reduced plans (11" x 17") and Contract Provisions | 5 | Furnished automatically upon award. |
| Large plans (22" x 34") and Contract Provisions | 2 | Furnished only upon request. |

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.4 Examination of Plans, Specifications, and Site of Work

This section is supplemented with the following:

(*****)

A mandatory Pre-Bid site walk through with representatives from the Contracting Agency will be held on Thursday, October 18, 2018 at 10:00 AM at the Project Site. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend. The Contracting Agency will disregard any bid submitted from a Prime Contractor that did not have a representative attend the Pre-Bid site walk through.

1-02.4(1) General

This section is supplemented with the following:

Prospective Bidders are advised that the Contracting Agency may include a partially completed Washington State Department of Ecology (Ecology) Transfer of Coverage (Ecology Form ECY 020-87a) for the Construction Stormwater General Permit (CSWGP) as part of the Bid Documents. When the Contracting Agency requires the transfer of coverage of the CSWGP to the Contractor, an informational copy of the Transfer of Coverage and the associated CSWGP will be included in the appendices. As a condition of Section 1-03.3, the Contractor is required to complete sections I, III, and VIII of the Transfer of Coverage and return the form to the Contracting Agency.

1-02.7 Bid Deposit

This section is supplemented with the following:

(*****)

A certified check or bid bond made payable to the Chelan County Natural Resources Department (CCNRD), for an amount equal to at least five (5%) percent of the total amount of

the bid, must accompany each bid as evidence of good faith, and as a guarantee that, if awarded the contract, the bidder will execute the contract and give bond, as required. Should the successful bidder fail to enter into such a contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit may be forfeited to CCNRD. A.I.A Architects bid bonds will not be allowed. Such bonds shall make the bid nonresponsive and shall cause the bid to be rejected by the Contracting Agency.

1. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
2. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

(*****)

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

1-02.9 Delivery of Proposal

Delete first two paragraphs of this section and replace with the following:

(*****)

Each proposal or bid shall be completely sealed in a separate package, addressed to:

Board of Chelan County Commissioners
401 Douglas St.
Wenatchee, Washington 98801

Each proposal or bid shall be marked "BID ON ENTIAT RIVER PROJECT AREA B – HABITAT ENHANCEMENT ON ENTIAT RIVER RM 19" on the outside of the bid envelope.

1-02.11 Combination of Multiple Proposals

Delete this section and replace it with the following:

(*****)

Combination of multiple proposals will not be allowed for this contract.

1-02.12 Public Opening of Proposal

This section is supplemented with the following:

(*****)

Date of Opening Bids

Sealed bids are to be received at the following location prior to the time Specified:

Board of Chelan County Commissioners
401 Douglas St.
Wenatchee, Washington 98801

The bid opening date for this project is Thursday, October 25, 2018. The bids received will be publicly opened and read at 11:00 AM, or as soon thereafter as possible, on this date.

1-02.13 Irregular Proposals

(March 13, 2012 APWA GSP)

This section is supplemented with the following:

Revise item 1 to read:

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

1-02.14 Disqualification of Bidders

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.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal

deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

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 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal 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 final.

1-03 Award and Execution of Contract

1-03.3 Execution of Contract

The first paragraph is revised to read:

Within 20 calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided, and shall be registered as a contractor in the state of Washington.

1-03.4 Contract Bond

Revise the first paragraph to read:

(*****)

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
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. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;

4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, 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;
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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

Section 1-03.4 is supplemented with the following:
(August 5, 2013)

(*****)

Release of Contract Bond will be 60 days following the Contract Completion date and Notice of Completion (NOC) being sent to the Washington State Department of Labor and Industries, Washington State Department of Revenue and Washington State Employment Security Department, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

1-03.5 Failure to Execute Contract

The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed Contract as required in Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's Business Enterprise information if required in the Contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington, or failure to return the completed Transfer of Coverage for the Construction Stormwater General Permit to the Contracting Agency when provided shall result in forfeiture of the proposal bond or deposit of this Bidder.

1-04 Scope of Work

1-04.9 Use of Buildings or Structures

Delete this section and replace it with the following:

(*****)

Use of buildings and structures in the right of way is not included in this contract.

1-04.11 Final Cleanup

This section is supplemented with the following:

(*****)

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, structures, and driveways that occurred as a result of activities conducted by the Contractor.

1-05 Control of Work

1-05.4 Conformity with and Deviations from Plans and Stakes

This section is supplemented with the following:

(*****)

Contractor Surveying

Contracting Agency provided primary survey control data are not shown on the Plans, but are available upon request.

Surveying shall include all labor, equipment, materials, and supervision utilized to perform the work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the project. Except for the survey

control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish the locations for each corner of the Habitat Structure construction grids shown in the Plans that are required to construct the Habitat Structures.
3. Establish locations and elevations for all construction staking necessary to complete the Channel Excavation and Roadway Excavation.
4. For all other types of construction included in this provision provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Contracting Officer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two or more primary control points used for the horizontal and vertical control. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

| | Vertical | Horizontal |
|-----------------------------|-----------------|-------------------|
| Finish grade of footer logs | ±0.10 feet | ±0.25 feet |
| Finished grade of channel | ±0.10 feet | ±0.25 feet |

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

Contract work to be performed using Contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Contractor shall notify contracting agency after initial staking has been completed but five working days prior to start of work for contracting agency to verify accuracy of staking. Contracting agency may conduct spot checks throughout construction to ensure continued staking accuracy. Due to nature of project, staking may be adjusted in the field by contracting officer to fit field conditions to achieve the intent of the

project. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

1-05.4(1) Measurement

No unit of measure shall apply to the lump sum item "Surveying".

1-05.4(2) Payment

Payment will be made in accordance with Section 1-04.1. The unit Contract price per lump sum for "Surveying" shall be full pay for all Work described in this Section.

1-05.5 Required Submittals

The following is a list of required submittals to the contracting agency as detailed in the respective section of the standard plans or these special provisions.

1-08.3 Type A Progress Schedule

1-05.4 Survey Staking Plan

1-07.15 SPCCC Plan

2-10.3 In-Water Work Area Isolation Plan

8-01.3 SWPPP & TESC

8-26 Stabilized Access Plan

8-30 Temp Bridge Plan with Bridge Details and Sequence

1-05.12 Final Acceptance

The second paragraph is revised to read:

(*****)

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

1-05.14 Cooperation With Other Contractors

This section is supplemented with the following:

(*****)

The Contracting Agency anticipates contracting for the delivery of LWM Structure Materials by helicopter on the project site between July 1 and July 15. Contractor shall coordinate with Contracting Agency and other Contractors performing work in the project area. Contractor

activities may be limited, up to and including work stoppage, for a 2-day period between July 1 and 15 due to helicopter delivery of LWM Structure Materials. The Contractor may be asked to support preparation of LWM Structure Materials under Minor Change. Contractor will be provided a 5-day notice prior commencement of helicopter activities.

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

The 1st paragraph of Section 1-07.1 is deleted and replaced with the following:

(*****)

The Contractor shall always comply with all Federal, State, tribal and local laws, ordinance, and regulations that affect Work under the Contract. Subject to the following conditions, the Contractor shall defend, indemnify, and hold harmless the Contracting Agency, Contracting Agency's Representative and the Contracting Officer and their agents, employees, and consultants, successors and assigns ('Indemnitee') from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ('Indemnitor').

The Contractor will fully indemnify Indemnitee for the sole negligence of the Indemnitor.

To the extent of the Indemnitor's negligence, the Contractor will indemnify Indemnitee for the concurrent negligence of the Indemnitor. The Contractor agrees to being added by the Contracting Agency or the Contracting Officer as a party to any arbitration or litigation with third parties in which the Contracting Agency or Contracting Officer alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly agree; in the event any does not, the Contractor shall be liable in place of such subcontractor(s). To the extent any portion of this indemnification provision is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their validity and effect.

It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 Taxes

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 1-07.2(3) is 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(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

This section is supplemented with the following:

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Contracting Agency 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.

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

This section is supplemented with the following:

(*****)

The Contracting Agency has secured an Hydraulic Project Approval (HPA) for this project (Permit #2018-2-72+01) from Washington Department of Fish and Wildlife. A copy of the HPA is included in the plans. All contacts with the Department of Fish and Wildlife concerning this

approval shall be through the Contracting Officer. The Contractor shall, at no expense to the Contracting Agency, comply with all provisions included in the HPA for this project.

1-07.5(3) State Department of Ecology

This section is revised to read:

In doing the Work, the Contractor shall:

1. Comply with Washington State Water Quality Standards.
2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.
3. Use equipment that is free of external petroleum-based products.
4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high water line.
5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No materials shall be placed below the ordinary high water line without the Engineer's concurrence.
6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.
7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.
8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not stabilized from erosion.
9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four calendar days.

1-07.6 Permits and Licenses

This section is supplemented with the following:

(*****)

Corps of Engineers Permits For Construction

The Contracting Agency has secured a Nation Wide Permit 27 for Section 404 Clean Water Act from the Corps of Engineers for this project (Permit NWS-2017-0975). The Contractor shall comply with all provisions of the permit at no expense to the Contracting Agency. A copy of this permit are in Appendix E. All contacts with the Corps of Engineers concerning this project shall be through the Contracting Officer.

Washington Department of Ecology

The Contracting Agency has secured a Water Quality Certification permit for Individual Section 401 Clean Water Act permit from Washington State Department of Ecology (Order No. 15777). The Contractor shall comply with all provisions of the order at no expense to the Contracting Agency. A copy the Order is in Appendix E. All contacts with Washington State Department of Ecology concerning this project shall be through the Contracting Officer.

A Construction Stormwater General Permit (CSGP) is also required by the Department of Ecology for this Project. The Contracting Agency will initially apply for the permit and may, upon Contract Execution, transfer the permit o the Contractor.

1-07.9 Wages

1-07.9(1) General

This section is supplemented with the following:

(January 3, 2014)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA140001.

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, federal wage rates that are included in this contract 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>, 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.

1-07.12 Federal Agency Inspection

1-07.12 is supplemented with the following:

(July 30, 2012)

Required Federal Aid Provisions

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

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

1-07.15 Temporary Water Pollution/Erosion Control

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

This section is supplemented with the following:

(*****)

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

Paint 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):

Report immediately, call all of the following:

| | |
|---|----------------|
| National Response Center | (800) 424-8802 |
| WA State Div. of Emergency Management (24 hr) | (800) 258-5990 |
| Ecology, Central Regional Office | (509) 575-2490 |

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

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

| | |
|----------------------------------|----------------|
| Ecology, Central Regional Office | (509) 575-2490 |
|----------------------------------|----------------|

Underground Storage Tank (confirmed release of material)

Report within 24 hours

Ecology, Central Regional Office

(509) 575-2490

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

Locations and dimensions for existing utilities are not shown on the Plans. The Contractor is responsible for locating any utilities in the project site prior to construction and to protect these utilities during construction. The Contractor shall be held financially liable to repair any utilities damaged during construction. The cost of repair shall be paid in full to the owner of the utility in question.

The following addresses and telephone numbers of utility companies and utility related contacts are supplied for the Contractor's use:

Chelan County PUD (Wenatchee Office)

327 N. Wenatchee Ave

Wenatchee, WA 98801

(509) 663-8121

Chelan County PUD (Leavenworth Office)

222 Chumstick Highway

Leavenworth, WA 98826

(509) 548-7761

Call Before You Dig

Utility Notification Center

1-800-424-5555

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**1-07.18(1)**

The Contractor shall purchase from and maintain in a company or companies authorized to do business in the State of Washington and reasonably acceptable to the Contracting Agency, an

occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on Contractor's operations, including by Subcontractors or suppliers of any tier; owned, non-owned and hired vehicles; on work sublet to others; and on the indemnity provisions under 1-07.1. This insurance will name the Contracting Agency, its employees and representatives as additionally insured for Work performed under the Agreement as shall be evidenced by an endorsement to be provided to the Contracting Agency with originals of the insurance certificates as directed under subparagraph 1-07.18(4). Chelan Douglas Land Trust (landowner) shall also be listed as an additionally insured on insurance certificates. The Contractor shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$2,000,000 combined single limit per accident for bodily injury and property damage covering owned and non-owned vehicles; and.
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$3,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU), and employer's liability; and
3. Excess Liability insurance with limits no less than \$3,000,000 limit per occurrence.

1-07.18(2)

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

1-07.18(3)

The Contracting Agency, Contracting Agency's Representative, and the Contracting Officer shall be named as an additional insured on the Commercial General Liability insurance policy, as respects to work performed by or on behalf of the Contractor and copies of the endorsement naming the Contracting Agency as additional insured shall be attached to the Certificate of insurance. The Contracting Agency reserves the right to receive a certified copy of all required insurance policies.

1-07.18(4)

Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

1-07.18(5)

(January 4, 2016 APWA GSP)

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of

pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(1) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000 each loss and annual aggregate

1-07.18(6)

Before commencing Work or exposure to loss can occur, and, in any event, within ten (10) days after the Contracting Agency has issued its "Notice of Intent to Award Contract", the Contractor shall furnish the Contracting Agency with Certificates of Insurance and endorsements, in duplicate, as evidence of all insurance required by the Contract Documents. If the Agreement is executed, the Contract Time shall be reduced by one day for each day after Ten days that all such Certificates are not furnished. All policies and certificates must be signed copies and shall contain a provision that coverage afforded under the policies cannot be materially altered, allowed to expire, or canceled without first giving 30 days prior written notice by certified mail to the Contracting Agency.

1-07.18(7)

The Contracting Agency specification or approval of the insurance in this agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise.

1-07.18(8)

Coverage shall be maintained without interruption from the date of commencement of the Work until the date of final acceptance and termination of any coverage required to be maintained after final payment.

1-07.18(9)

The Contractor shall ensure and require that subcontractors of all tiers have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by subcontractors of all tiers.

1-07.18(10)

If the Contracting Agency are damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the Contracting Agency, then the Contractor shall bear all costs

attributable thereto. The Contracting Agency may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

1-07.18(11)

The Contractor shall ensure and require that subcontractors of all tiers have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by subcontractors of all tiers.

1-08 PROSECUTION AND PROGRESS

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 meeting 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.

1-08.0(2) Vacant

Add the following new section:

1-08.0(2) Hours of Work

(*****)

Except in cases of emergency or unless otherwise approved by the Contracting Officer, the normal straight time working hours for the Contract shall be any consecutive 10-hour period between 7:00 a.m. and 7:00 p.m. on a working day with a maximum 1-hour lunch break. . The normal straight time 10-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Contracting Officer is required, if a Contractor desires to perform work on holidays; before 7:00 a.m. or after 7:00 p.m. on any day; or longer than a 10-hour period on any day. The Contractor shall apply in writing to the Contracting Officer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 7:00 p.m. and 7:00 a.m. during weekdays, on weekends, or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work holidays, or other than the agreed upon normal straight time working hours may be given subject to certain other conditions set forth by the Contracting Officer. These conditions may include but are not limited to:

- The Contracting Officer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Officer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Contracting Officer, such work necessitates their presence.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

1-08.1 Subcontracting

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.

1-08.4 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

This section is supplemented with the following:

(*****)

This project shall be substantially completed by November 1st of 2019.

In addition to the documents listed in the Standard Specifications, the Contractor shall submit to the Contracting Officer: Affidavit of Payment of Debts and Claims, Contractor's Affidavit of Release of Liens, and Consent of Surety to Final Payment prior to establishing a Completion Date.

The project area is located in Fire Shutdown Zone 675. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of USFS Industrial Fire Precaution Levels visit (add website link). No payment shall be made for standby time or delays resulting from natural disasters, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters but In-water work "fish window" will not.

Item number 2 of the sixth paragraph is supplemented with the following:

f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

1-09 Measurement and Payment

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication that the actual amount of work will correspond

with those estimates. Payment will be made on the basis of the amount of work actually authorized by Contracting Officer.

DIVISION 2 EARTHWORK

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1 Description

This section is revised to read:

The Contractor shall clear and grub within the approved Stabilized Access Routes as well as other clearing and grubbing locations such as berms and side channels identified on the Plans. Ground will be cleared but not grubbed for delineation of Temporary Access Routes and staging areas. This Work includes protecting from harm all trees, bushes, shrubs, or other objects selected to remain outside of stabilized and temporary access routes and grading of side channels.

- “Clearing” means removing and disposing of all unwanted material from the surface, such as trees, brush, down timber, or other natural material.
- “Grubbing” means removing and disposing of all unwanted vegetative matter from underground, such as sod, stumps, roots, buried logs, or other debris.
- “Debris” means all unusable natural material produced by clearing and grubbing.

2-01.2 Disposal of Usable Material and Debris

(*****)

This section is revised to read:

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

The Contractor shall stockpile cleared branches, stumps, limbs and other vegetative material cleared during the project on-site for future use as slash or wood chips as described in the plans or disposed of as erosion control BMPs described below. Material equal to or less than 6-inches in diameter shall be stockpiled on-site in an identified staging area or on the excavated floodplain until erosion control measures are implemented.

Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer. Disposal of trees greater than 6-inches in diameter shall be as directed by the Contracting Officer. All material shall remain on-site and largely intact. The Contracting Officer may direct the Contractor to lop and scatter portions of trees larger than 6-inches in diameter but the main portion of the trunk will remain intact and be positioned on-site as directed by the Contracting Officer.

Following completion of all earthwork and LWM Habitat structure construction, stockpiled material shall be disposed of on-site using methods described below and as directed by the Contracting Officer. The cost of transporting material for stockpiling (once or several times if

stockpile needs relocating), transporting stockpiled material to a location for disposal, and disposal using one of the two methods identified below shall be made incidental to the bid item Clearing and Grubbing. All material removed during clearing and grubbing shall be disposed of on-site. Disposal of cleared material as erosion control shall take place following the application of seed and straw mulch.

2-01.2(1) Disposal Method No. 1 – Lop and Scatter

To dispose of cleared material by lopping and scattering, the Contractor shall cut limbs, branches, tree tops, and unwanted boles into lengths suitable for handling by hand. Cuts shall be made with hand tools (loppers, hand saw, etc.) or small equipment (sawzall, small chainsaw, etc.) approved by the Contracting Officer. Once cut to an acceptable length the material shall be spread evenly by hand to a depth no greater than 6-inches.

Areas where lop and scatter is an acceptable form of disposal include floodplain areas, spoils areas, and other areas identified by the Contracting Officer.

2-01.2(2) Disposal Method No. 2 – Track-Walking

Track-walking for disposal of cleared material shall be accomplished by first cutting limbs, branches, tree tops and unwanted boles into lengths no longer than 4-feet using hand tools or small equipment approved by the Contracting Officer. Once cut to an acceptable length, the material shall be placed in an area identified by the Contracting Officer, in a layer no thicker than 6-inches. Following placement the Contractor shall incorporate the placed material into the ground by track-walking it (making several passes with tracked equipment over the placed material) into finished ground.

2-01.2(3) Disposal Method – Chipping

The Contractor may also choose to chip cleared debris. Chipping shall be done by machines that can grind debris into wood chips and chunks of varying sizes. For safety purposes, humans and animals shall be excluded from areas being treated by equipment that throws chips and chunks. If the contractor decides to chip cleared material, wood chips shall be spread evenly to a maximum depth of 2-inches.

2-01.3 Construction Requirements

This section is revised to read:

2-01.3(1) Clearing

The Contractor shall:

1. Fell trees only marked on the Plans for clearing and grubbing.
2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
3. Follow these requirements for all stumps that will be buried deeper than 5 feet from the top, side, or end surface of the embankment or any structure:

- a. Close-cut stumps under 18 inches in diameter.
- b. Trim stumps that exceed 18 inches in diameter to no more than 12 inches above original ground level.
4. Leave standing any trees or native growth indicated by the Contracting Officer,
5. Trim all trees left standing to the height specified by the Contracting Officer, neatly cutting all limbs close to the tree trunk.
6. Thin clumps of native growth as the Contracting Officer may direct.
7. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations.

2-01.3(2) Grubbing

The Contractor shall:

1. Grub deep enough to remove all stumps, large roots, buried logs, and other vegetative material.
2. Grub all areas:
 - a. Indicated by the Contracting Officer or by the Special Provisions.
 - b. To be excavated, including area staked for slope treatment.
 - c. Where subdrainage trenches will be dug, unsuitable material removed, or Structures built.
 - d. In which hillsides or existing embankments will be terraced as described in Section 2-03.3(14)
 - e. Upon which embankments will be placed, except stumps may be close-cut or trimmed as allowed in Section 2-01.3(1) item 3.

A Contract may include grubbing without mentioning clearing. In that case, the Contractor shall remove and dispose of all upturned stumps and roots of windfalls that lie within the cleared area of the project, even though they are outside the area staked from grubbing. Such work shall be considered incidental to other work covered by the Contract.

2-01.4 Measurement

When clearing and grubbing is paid per acre, the following areas will be excluded from measurement:

1. Any area along an existing Highway that requires no Work.
 2. Any gap that requires no Work, provided the gap is at least 50 feet long when measured parallel to the center line and contains at least 2,500 square feet.
- Isolated areas of less than 2,500 square feet that require Work lying between areas excluded from measurement will be counted as having 2,500 square feet. If these isolated areas occur intermittently, the final measurement shall not exceed the total area containing the several isolated areas when measured as continuous.

Clearing and grubbing may be combined in the Proposal. If the Proposal calls for such combined Work to be measured “per acre”, the measurement methods described above will apply. If the Proposal designates such combined Work as “lump sum”, the Contracting Agency will not base payment on any unit of measurement.

2-01.5 Payment

Supplement this section with the following:

(*****)

Payment will be made in accordance with Section 1-04.1 for the following Bid items when they are included in the Proposal.

“Clearing and Grubbing”, per acre

The unit Contract price per acre “Clearing and Grubbing” shall be full pay for all Work described in this Section.

2-03 Roadway Excavation and Embankment

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

Delete this section and replace it with the following:

(*****)

Description

Excavation of Channels and Ditches includes side channel excavation including staking the limits of excavation for the side channel, excavation, rough grading, and final grading of the channel.

Construction Requirements

Prior to performing the work included in this Section, the Contractor shall become thoroughly familiar with the Site, Site Conditions, and all portions of the Work falling in this Section.

The Contractor shall maintain benchmarks, monuments, and other reference points. If disturbed or destroyed, the Contractor shall re-establish the control point at no cost to the Contracting Agency.

Before excavating channels the Contractor shall clear and grub the area in accordance with Section 2-01. The Contractor shall clearly stake out the limits of excavation and flag any trees larger than 6” DBH that require clearing for review by the Contracting Officer. Once the Contracting Officer has examined the excavation limits and approved clearing within the staked area the Contractor may clear within the limits of excavation. Any trees or vegetation identified by the Contracting Officer as to be protected shall not be cleared. Any cleared vegetation shall be stored on-site for placement along side channel. Material deemed unsuitable for use as riparian enhancement material shall be legally disposed of by the Contractor.

All equipment and materials required to isolate the work area and perform the Work shall be transported to the work area by crossing Temporary Wet Crossings then walking tracked equipment or driving wheeled equipment down identified stabilized access routes to the work area. The Contractor will be allowed to move downed trees from the path to the side of the path where they won't impede travel. Upon completion of the Work, any downed trees that were moved shall be placed in their original orientation.

The Contractor shall excavate a channel for the new side channel as shown in the Plans. Channel excavation involves removing all material at an elevation above the break in slope for the new side channel. The limits of excavation and breaklines for floodplain excavation will be staked for the Contractor by the Contracting Officer. Shape and grade the channel to the lines and grades shown on the Plans within acceptable tolerances identified in these Special Provisions.

The Contractor shall remove the entire volume of soil required to construct the floodplain as shown on the Plans prior to channel excavation. While excavating the Contractor shall reset and re-label all stakes removed during channel excavation with information that clearly identifies the new target depth and or elevation for channel excavation. The lines and grades shown on the Plans may be adjusted slightly in the field by the Contracting Officer to avoid damage to existing vegetation.

The Contractor shall excavate material to the lines and grades shown on the Plans. Alignment data is provided in the Plans, in book format, and available in electronic format. Finish grading shall be done so all locations shown on the Plans are within ± 0.25 feet Horizontal and ± 0.10 feet Vertical. The Contracting Officer will review finish grading for approval. The Contractor shall not demobilize equipment used for excavation until given a verbal acceptance of finish grading from the Contracting Officer. Material excavated during channel excavation will be either spoiled onsite or hauled offsite as shown on the Plans.

It will be necessary to utilize low ground pressure equipment to reduce impacts to soils along the temporary access and within the vicinity of Work.

2-03.3(23) Preparation of Finished Ground for Planting by Others

Add the following new section:

(*****)

2-03.3(23) Preparation of Finished Ground for Planting by Others

Following excavation or fill, and final grading, scarify the surface to a depth of 6 inches to increase soil pore space and improve soil structure for site revegetation. Final soil density shall be less than 80% or as approved by the Contracting Officer.

The cost of decompacting finished ground shall be made incidental to the bid item with which it is associated and shall be built in to the unit costs for those items in the bid schedule.

2-03.3 Measurement

Supplement this section with the following:

(*****)

Roadway Excavation including haul and channel excavation including haul will be measured by the cubic yard per design data. Truck counts will not be allowable means to measure excavation. If Contractor feels quantities within design data differ from actual values, Contractor will bear responsibility of providing sufficient evidence through survey data.

2-05 Vacant

Add the following new section:

2-05 Floodplain Roughness

2-05.1 Description

This Work consists of hauling, placing, grading, and compacting soil and slash material to construct microtopography grading as shown on the plans and in accordance with these special provisions.

2-05.2 Materials

The Contractor shall provide all tools and equipment necessary to construct floodplain roughness in accordance with the Plans and applicable permits. Materials shall be from stockpiles of what was removed or excavated under clearing and grubbing, roadway excavation and or excavation of channels.

2-05.3 Construction Requirements

The Contractor shall place previously excavated material to conform to the lines, grades, and cross-sections shown on the Plans. Finish grading shall be done so all locations shown on the Plans are within ± 0.25 feet Horizontal and ± 0.10 feet Vertical. The Contracting Officer will review finish grading for approval. The Contractor shall not demobilize equipment used for grading or compaction until given a verbal acceptance of finish grading from the Contracting Officer.

Material placed for the Work covered in this section shall be placed mechanically. Slash material shall be scattered across floodplain at a rate of 250 cubic yards per acre in irregular patterns and tamped or pressed into the ground. Micrograding shall be done to incorporate slash into ground surface and spoiled material shall be placed in lifts not to exceed 6-inch and track walked into slash material as directed by the Contracting Officer.

2-05.4 Measurement

Unit of measure shall be per acre of design data.

2-05.5 Payment

Payment will be made "Floodplain Roughness", per acre. The unit cost per acre shall be full compensation for all costs associated with hauling, placing, grading, and compacting stockpiled and/or in situ materials to complete the work.

2-10 Vacant

Add the following new section:

(*****)

2-10 In-Water Work Area Isolation

2-10.1 Description

This work consists of isolating construction activities from shallow subsurface and surface waters of Entiat River by installing and maintaining cofferdams and floating silt curtains at or near the locations shown on the Plans, bypassing flow around the work area, pumping water out of the isolated work areas, and other means of dewatering work areas as necessary to allow for completion and inspection of the work while maintaining water quality standards. Note that excavation in the project area extends below the expected groundwater elevation during the time of construction.

Except as authorized by project permits, anytime work occurs within the wetted channel, or soil enters the actively flowing channel of the Entiat River, an isolated in-water work area shall be constructed. Isolated in-water work areas consist of a cofferdam and floating silt curtain, or other acceptable method sufficient to contain sediment and turbid water separate from the actively flowing channel. The method shown in the Plans for in-water work area isolation area through installation of a cofferdam and floating silt curtain is described in this section and is one form of an acceptable method for isolating in-water work. Other methods that provide equal or better isolation will be considered for approval by the Contracting Officer and may be necessary depending on site conditions or construction methods. If an approved alternative method fails to meet the requirements of this section, the Contractor shall remove it and replace it in a manner consistent with those described in this section.

2-10.2 Materials

The Contractor shall provide all materials necessary to construct cofferdams, and control turbid water in accordance with the Plans and applicable permits.

2-10.2(2) Plastic Sheeting

Plastic sheeting shall have a minimum thickness of 10-mil and shall be at least 12 feet wide. Roll length shall cover the entire cofferdam without seams.

2-10.2(3) Bulk Bags and Sand Bags

The cofferdam details shown in the Plans uses “bulk bags”, “sand bags”. Bulk bags shall be cube-shaped polypropylene woven fabrics with fully open top, flat bottom, four loops, minimum 2-ton weight capacity, and 5:1 minimum safety factor. Sand bags shall be made from a woven synthetic material (polypropylene, polyethylene, polyamide, or other approved by the Contracting Officer) that is resistant to tearing.

Bulk bags and sand bags shall be filled with cofferdam gravel. Once filled, sand bags shall be securely tied with a biodegradable rope or string such as twisted or woven jute, or manila rope. Bulk bags do not require secure closure as long as they securely hold the material with which they have been filled.

2-10.2(4) Cofferdam Gravel

Cofferdam Gravel shall be on-site rounded streambed material suitable for use in bulk bags or sand bags or imported streambed sediment per 9-03.11(1). Sources of on-site cofferdam gravel shall be approved by the contracting agency prior to use.

2-10.2(5) Floating Silt Curtain

Floating Silt Curtains shall meet the following minimum requirements and manufacturer recommendations:

| | Type | |
|--|--|--|
| | Still Water | Moving Water |
| Curtain Fabric Material | Impermeable vinyl-nylon laminate | Impermeable vinyl-coated nylon |
| Mass per Square Yard (m ²) | 18 oz. (0.6kg) | 22 oz. (0.75kg) |
| Grab Tensile Strength ASTM D 4632* | 300lbs. (1.3kN) | 500lbs (2.2kN) |
| Flotation | 6 inch (150mm) diameter marine quality expanded | 8 inch (200mm) diameter marine quality expanded polystyrene |
| Net Buoyancy, Per Foot (m) | 13 lbs. (200N) | 20lbs. (300N) |
| Top Load Carrying | Fabric only | Fabric plus 5/16 inch (8mm) galvanized steel cable 9800lbs. (40kN) minimum break strength. |
| Ballast, Lbs. per foot (kg/m), | 0.7lb/foot (1.0kg/m) enclosed 1/4inch (6mm) galvanized | 1.1 lbs/foot (1.6kg/m) enclosed 5/16 inch (8mm) galvanized chain |

| | | |
|--------------------|----------------|----------------------------------|
| Connection between | Laced grommets | Aluminum collar reinforced quick |
|--------------------|----------------|----------------------------------|

* Minimum average roll value

2-10.2(6) 4" Streambed Cobble

4" Streambed Cobble for construction of the gravel pad shall meet the requirements of 4" streambed cobble, as described in Section 9-03.11(2), or as approved by the contracting officer.

2-10.3 Construction Requirements

2-10.3(1) Submittals

The Contractor shall submit an In-Water Work Area Isolation Plan to the Contracting Officer for approval prior to beginning construction or dewatering activities. The plan shall identify the methods and materials used to isolate in-water work area(s). The In-Water Work Area Isolation Plan shall be submitted by the Contractor for approval by the Contracting Agency a minimum of fourteen (14) working days prior to the beginning of any construction. The Contracting Officer will review and notify the Contractor within three (3) working days regarding the approval and/or rejection of submitted In-Water Work Area Isolation Plan. In the event that the Contracting Officer rejects the submitted plan, the Contracting Officer will provide written documentation explaining the cause for the rejection. The Contractor will be allowed three (3) working days to respond to the Contracting Officer, and resubmit the plan. The Contracting Agency reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable In-Water Work Area Isolation Plan.

2-10.3(2) In-Water Work Area Isolation

Work within the wetted channel of the Entiat River shall be performed in an isolated in-water work area, except as authorized by project permits. Work areas shall be isolated by constructing cofferdams and floating silt curtains as described in this section, or using other methods identified in the approved in-water work area Isolation Plan.

The super sack and sand bag cofferdam details in the Plans are an example of an acceptable method of isolation. Other methods of cofferdam construction that provide equal or better isolation may be used if approved by the Contracting Officer.

Prior to beginning work in an actively flowing channel, cofferdams shall be constructed at or near locations shown on the Plans to isolate the work area. After isolating a particular work area and prior to beginning work, fish shall be removed from the isolated area. All work related to removing fish shall be performed by the Contracting Agency at no cost to the Contractor. The Contractor shall notify the Contracting Officer a minimum of five (5) working days prior to needing the fish removal to occur.

Cofferdams shall sit on a level pad of 4" Streambed Cobble or created from sand bags filled approximately half full with Cofferdam Gravel (as specified in section 2-10.2(4) of these Special

Provisions) placed by hand to fill gaps in the streambed. The purpose of the pad is to create a level surface for the cofferdam to sit on which is easier to seal and will limit water seepage through the cofferdam.

Bulk bags and sand bags shall be handled and placed in a manner that minimizes damage and likelihood of tearing. Bags shall be filled prior to placement in the channel. The Contractor shall make every effort possible to minimize the number of bulk bags or sand bags that rip or tear and release sediment into the river.

The elevation of the top of the cofferdams shall be a minimum of 1-foot higher than the water surface in the river outside of the cofferdams. The water surface in the river varies depending on the time of year, and varies from year to year depending on hydrologic conditions of the preceding winter and spring.

Bulk bags or sand bags used to construct cofferdams shall be removed from the Entiat River upon completion of work in the isolated work area. The bulk bags and sand bags shall remain the property of the Contractor.

Floating Silt Curtain shall be installed at locations shown on the plans, unless an approved alternate method of in-water work area isolation is used.

Isolated in-water work areas shall contain turbid water and prevent it from entering Entiat River. During in-water work, turbidity will be monitored in Entiat River in accordance with project permits secured by the Contracting Agency.

Regardless of the method used, if turbidity is escaping the isolated in-water work area and resulting in conditions that violate permit requirements in-water work shall cease until the issue has been corrected. Any extra work required to remove faulty cofferdams or other in-water work area isolation materials and replace them with materials that satisfy permit conditions shall be performed at no extra cost to the Contracting Agency.

2-10.3 Measurement

Unit of measure shall be per each for each individual in-water work area isolation required.

2-10.5 Payment

Payment will be made in accordance with Section 1-04.1. The unit Contract price per EACH for "In-Water Work Area Isolation" shall be full pay for all Work described in this Section.

DIVISION 6 PILING

6-05 Piling

6-05.2 Materials

This section is deleted in its entirety and replaced with the following:

(*****)

Timber piles shall be provided by others. Lengths and sizes will vary based on the material that is provided. Timber piles will be of natural tree stock, generally straight, and free of loose bark. The Contracting Officer will inspect and approve each pile prior to installation by the Contractor.

6-05.3 Construction Requirements

6-05.3(9)B Pile Driving Equipment Minimum Requirements

Replace the 6th paragraph in this section with the following:

Piles shall be driven with an excavator-mounted vibratory hammer, the hammer shall have a minimum centrifugal force of 80 tons. Installation by hammer pile driver, or vibratory plate compactor shall not be allowed.

6-05.3(11)A Tolerances

This section is deleted in its entirety and replaced with the following:

The Contractor is responsible for centralization methods of all piling. The horizontal tolerance for each timber pile after driving through native alluvium shall be within 6 inches of the Plan location. Piles driven outside of 6" of the Plan location shall be marked and the engineer shall be notified immediately to assess function and determined if remaining piles within the structure require adjustment to allow placement of logs. Misaligned piles may be pushed or pulled laterally as directed by the Contracting officer and/or Engineer to achieve the specified alignment. Piles shall be plumb, to within 0.5 percent of the length based on the total length of the pile unless approved by engineer. The vertical tolerance for each timber pile after driving shall be within 6 inches of the minimum tip elevation specified on the Contract Plans.

6-05.3(11)C Preparation for Driving

Delete this Section in its entirety and replace with the following:

Timber piles shall be cut square on the butt ends on-site just before driving. If the head area of the pile is larger than that of the hammer face, the head shall be snipped or chamfered to fit the hammer. Timber piles shall also be fitted with two steel bands fitted around the butt end to

prevent splitting, crushing or brooming while driving as described in Section 9-10.1. Upon completion of pile driving, Contractor shall remove and safely dispose of all steel bands.

6-05.3(11)D Achieving Minimum Tip Elevation and Bearing

This section is deleted in its entirety and replaced with the following:

Each pile shall be driven continuously until the required embedment indicated on the Contract Plans is achieved. Pauses during pile driving, except for splicing, mechanical breakdown, or other unforeseen events, shall not be allowed. An ultimate load-bearing capacity for the timber piles is not required for this work and driving of the timber piles is only complete once the embedment specified on the Contract Plans is achieved. Bearing shall not be criteria for driving.

If necessary to protect the pile from damage during driving, equip the top of the pile with a driving cap of a size and type that serves the purpose, per the pile driving equipment manufacturer recommendations.

If a pile is not driven to the depths and tolerances as specified, the Contractor shall drive a replacement pile in an alternate location as directed by the Contracting officer and/or Engineer.

For pile installation, the contractor shall use all “normal means” as necessary at no cost to the Owner to ensure the specified embedment is achieved so long as the timber pile is not damaged. “Normal means” refer to methods such as, casing, preboring or spudding. Blasting, mudding or jetting are not considered “normal means” and shall not be used. Prebored holes and pile spuds shall have a diameter no larger than the least outside diameter dimension of the timber pile. After the timber pile is driven, the contractor shall fill all open spaces between the pile and the soil caused by the preboring or spudding with native alluvium, as approved by the Engineer.

Augering, wet-rotary drilling, or other methods of preboring with casing to achieve penetration shall be used only when approved by the Engineer. When permitted, such procedures shall be carried out in a manner that will not impair the capacity or alignment of piles already in place. Contractor shall be required to ensure turbid waters from augering or wet-rotary drilling is treated or contained on site or if discharged does not violate water quality standards, and all work related to this water management shall be considered incidental to pile installation.

If the Engineer determines that preboring has disturbed the alignment and stability of previously installed piles, those piles that have been disturbed shall be restored to conditions meeting the requirements of this specification by re-driving or by other methods acceptable to the Engineer. Re-driving or other remedial measures shall be completed after the preboring operations have been completed. The Contractor shall be responsible for the costs of any necessary remedial measures, unless preboring with casing was properly executed by the Contractor.

Piles are anticipated to be installed through saturated granular deposits with gravels, cobbles, and boulders. Contractor shall attain engineer’s approval prior to shifting piles. Pre-drilling of granular soils may result in the development of significant voids in the underlying soils. Therefore, it is necessary to temporarily case or pre-excavate through alluvium.

6-05.3(11)F Pile Damage

The first paragraph is replaced with the following:

The Contractor shall remove and replace any pile which is damaged at no additional cost to the Owner. The method used in installation and driving piles shall not subject the piles to excessive or undue abuse producing brooming, splitting, or splintering of wood. Any pile damaged during installation and driving by reason of internal defects or by improper driving, or driven out of its proper location, or driven below the designated top elevation, shall be corrected by the Contractor, without compensation, by a method approved by the Contracting officer and/or Engineer.

6-05.3(13) Treatment of Timber Pile Heads

This section is deleted in its entirety and replaced with the following:

No preservatives shall be applied to piles heads.

6-05.4 Measurement

This section is deleted in its entirety and replaced with the following:

Measurement for driving timber piles will be per LWM habitat structure, if piles are driven to the embedment depth specified on the Contract Plans.

6-05.5 Payment

This section is deleted in its entirety and replaced with the following:

Payment for pile driving is included with the payment of each LWM habitat structure requiring timber piles (Section 6-20). All costs in connection with trimming and field fitting, preboring, spudding, installing steel tips, bands and shoes, removal of steel bands upon completion of pile driving, furnishing and installing wooden dowels and any water management necessary to install the piles is considered incidental to installation of the LWM habitat structure.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 Erosion Control and Water Pollution Control

8-01.1 Description

This section is revised to read:

This Work consists of furnishing, installing, maintaining, removing and disposing of best management practices (BMPs), as defined in the Washington Administrative Code (WAC) 173-201A, to manage erosion and water quality in accordance with these Specifications and as shown in the Plans or as designated by the Engineer.

The Contracting Agency may have a National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) as identified in the Contract Special Provisions. The Contracting Agency may or may not transfer coverage of the CSWGP to the Contractor when a CSWGP has been obtained. The Contracting Agency may not have a CSWGP for the project but may have another water quality related permit as identified in the Contract Special Provisions or the Contracting Agency may not have water quality related permits but the project is subject to applicable laws for the Work. Section 8-01 covers all of these conditions.

8-01.2 Materials

Materials shall conform to specifications contained the SWPPP and Plans.

8-01.3(1) General

This section is revised to read:

Adaptive management shall be employed throughout the duration of the project for the implementation of erosion and water pollution control permit requirements for the current condition of the project site. The adaptive management includes the selection and utilization of BMPs, scheduling of activities, prohibiting unacceptable practices, implementing maintenance procedures, and other managerial practices that when used singularly or in combination, prevent or reduce the release of pollutants to waters of the State. The adaptive management shall use the means and methods identified in this section and means and methods identified in the Washington State Department of Transportation's Temporary Erosion and Sediment Control Manual or the Washington State Department of Ecology's Stormwater Management Manuals for construction stormwater.

The Contractor shall install a high visibility fence along the site preservation lines shown in the Plans or as instructed by the Engineer.

Throughout the life of the project, the Contractor shall preserve and protect the delineated preservation area, acting immediately to repair or restore any fencing damaged or removed.

All discharges to surface waters shall comply with surface water quality standards as defined in Washington Administrative Code (WAC) Chapter 173-201A. All discharges to the ground shall comply with groundwater quality standards WAC Chapter 173-200.

The Contractor shall comply with the CSWGP when the project is covered by the CSWGP. Temporary Work, at a minimum, shall include the implementation of:

1. Sediment control measures prior to ground disturbing activities to ensure all discharges from construction areas receive treatment prior to discharging from the site.
2. Flow control measures to prevent erosive flows from developing.
3. Water management strategies and pollution prevention measures to prevent contamination of waters that will be discharged to surface waters or the ground.
4. Erosion control measures to stabilize erodible earth not being worked.
5. Maintenance of BMPs to ensure continued compliant performance.
6. Immediate corrective action if evidence suggests construction activity is not in compliance. Evidence includes sampling data, olfactory or visual evidence such as the presence of suspended sediment, turbidity, discoloration, or oil sheen in discharges.

To the degree possible, the Contractor shall coordinate this temporary Work with permanent drainage and erosion control Work the Contract requires.

Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose more erodible earth than as listed below:

| Eastern Washington (East of the Cascade Mountain Crest) | |
|--|----------|
| April 1 through October 31 | 17 Acres |
| November 1 through March 31 | 5 Acres |

The Engineer may increase or decrease the limits based on project conditions.

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff.

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period (see the table below), using BMPs for erosion control.

| Eastern Washington (East of the Cascade Mountain Crest) | |
|--|--------------------|
| October 1 through June 30 | 5 days maximum |
| November 1 through March 31 | 10 days maximum |

When applicable, the Contractor shall be responsible for all Work required for compliance with the CSWGP including annual permit fees.

If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to comply with this division during the suspension.

Nothing in this Section shall relieve the Contractor from complying with other Contract requirements.

8-01.3(1)A Submittals

This section's content is deleted.

This section is supplemented with the following new subsection:

8-01.3(1)A1 Temporary Erosion and Sediment Control

A Temporary Erosion and Sediment Control (TESC) plan consists of a narrative section and plan sheets that meets the Washington State Department of Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. Abbreviated TESC plans are not required to include plan sheets and are used on small projects that disturb soil and have the potential to discharge but are not covered by the CSWGP. The contract uses the term "TESC plan" to describe both TESC plans and abbreviated TESC plans. When the Contracting Agency has developed a TESC plan for a Contract, the narrative is included in the appendix to the Special Provisions and the TESC plan sheets, when required, are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

The Contractor shall either adopt the TESC Plan in the Contract or develop a new TESC Plan. If the Contractor adopts the Contracting Agency TESC Plan, the Contractor shall modify the TESC Plan to meet the Contractor's schedule, method of construction, and to include off-site areas that will be used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas. Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adaptively managed as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology in accordance with the CSWGP.
4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log Book or portion thereof is electronically developed, the electronic documentation must be accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain a tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>, shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(1)C Water Management

This section is supplemented with the following:

(*****)

Site water shall be managed as follows:

1. Ground Water – When ground water is encountered in an excavation, it shall be discharged to an approved upland discharge locations, or discharged to settling basins. All discharge locations are to be included in the submittal for Dewatering to be approved by the Contracting Officer.

8-01.3(2)A1 Seeding

Delete this section and replace it with the following:

(*****)

Areas to be seeded are shown on the Plans. Final seeding shall be done only after finish grading of surfaces have been completed, and ground within areas designated to be seeded is no longer being disturbed. Any seeding areas that have become compacted prior to seeding must be scarified to a depth of (2) inches by acceptable means prior to seeding. Scarification shall take place within two weeks of seeding.

All bags of seed shall be brought to the site in sealed bags and shall have seed labels attached showing the seed meets the species and quantities shown on the Plans. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

8-01.3(2)B Seeding and Fertilizing

Delete this section and replace it with the following:

(*****)

Seed or seed shall be placed at the rate, mix and analysis specified in the Plans. All seed listed in the seed mix on the plans shall have been collected from plants native to and growing in Idaho, Oregon or Washington. Seeds shall not contain weed seeds listed as secondary noxious by Washington State Seed Law single or collective in excess of the labeling tolerance specified by the Washington State Seed Law.

Seeding shall not be done during windy weather or when the ground is froze, excessively wet, or otherwise untillable. Seed may be sown by one of the following methods:

1. A hydro seeder that utilizes water as the carrying agent, and maintains continuous agitation through paddle blades. It shall have an operating capacity sufficient to agitate, suspend, and mix into a homogenous slurry the specified amount of seed and water or other material. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles that will provide a uniform distribution of the slurry.
2. Blower equipment with an adjustable disseminating device capable of maintaining a constant, measured rate of material discharge that will ensure an even distribution of seed at the rates specified.

3. Helicopters properly equipped for aerial seeding.
4. Areas in which the above methods are impractical may be seeded by hand methods.

When seeding by hand, the seed shall be incorporated into the top ¼ of soil by hand raking or other method that is approved by the Contracting Officer.

Seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or animal life. If Short-Term Mulch is used as a tracer, the application rate shall not exceed 250 pounds per acre.

Seed Area Establishment

1. The Contractor shall be responsible for the watering, weeding, reseeding, and other necessary operations of seeding areas until final site stabilization.
2. Seed beds must show vigorous growth with a uniform in appearance, free of weeds and/or other undesirable plant species as accepted by the Contracting Officer.
3. Apply water as required. Control rate of water applications to provide adequate moisture without causing run-off.
4. The seeding surface shall be raked or chained to ensure a friable surface free of soil clumps larger than 2" in diameter. No fertilizer shall be included in the seed mixes or mulch.
5. Composition, proportion, and quantity shown on the Plans shall be applied at all areas above the wetted channel that were disturbed by construction activities.

8-01.3(2)D Mulching

This section is supplemented with the following:

(*****)

After seed is applied and incorporated in the soil, straw mulch shall be applied at a rate of 2,000 pounds per acre, spread evenly through seeding areas at a minimum of 2 inches thick. Straw mulch shall be air-dried, certified weed-free, and free from undesirable coarse material. In windy areas straw must be held in place by using a tackifier or nets.

8-01.3(9)A1 High Visibility Fence

This section is supplemented with the following:

(*****)

The Contractor shall install high visibility fence as shown in the Plans or designated by the Contracting Officer. The areas to be protected include critical environmental areas such as wetlands, buffer zones, and other areas of vegetation to be preserved. The Contractor shall keep areas identified by the clearing limits free of construction equipment, construction materials, debris, and runoff. No access, including, but not limited to, excavation, clearing, staging, or stockpiling, shall be performed outside the clearing limits. The fence shall not be fastened to trees.

8-01.4 Measurement

This section is modified with the following:

(*****)

“Seeding and fertilizing by hand will be measured by the square yard” shall be deleted and replaced with “Seeding by hand will be measured by the Acre”.

8-01.4 Payment

Payment will be made in accordance with Section 1-04.1. The unit Contract price per lump sum for “Erosion and Water Pollution Control” shall be full pay for all Work described in this Section with the exception of Permanent Seeding and Straw Mulch which are separate bid items for Erosion and Water Pollution Control.

8-02 Roadside Restoration**8-26 Vacant**

Add the following new section:

(*****)

8-26 Stabilized Access Routes**8-26.1 Description**

This work consists of furnishing, installing, and maintaining stabilized access roads capable of conveying construction material, excavated material and equipment through the Project Site in areas where material is being hauled to and from construction areas, offsite and through wetlands. Stabilized access routes will be decommissioned at completion of project and native ground within stabilized access routes will be decompacted and restored to pre-project conditions. At completion of project wood chip mulch shall be spread less than 2 inches deep in disturbed areas or areas needing erosion control on site.

8-26.2 Materials

The Contractor is responsible for furnishing all materials, equipment, and labor required to transport, unload, place, and maintain stabilized access routes throughout construction. The Contractor is also responsible for furnishing all materials, equipment, and labor required to restore the stabilized access routes upon completion of the project.

8-26.2(1) Mulch

“Wood Strand Mulch” shall be clean, free of debris and soil, comprised of shredded or chipped woody material. Individual shredded pieces and chips shall be no larger than ½-inch in thickness and 6-inches in width or height.

Stabilized Access Routes will be surfaced by placement of 6 inch deep wood chip mulch placed along a 12-foot wide approved route. Material shall be compacted by two passes of track driven heavy equipment (e.g. bulldozer or hydraulic excavator). If ruts develop, the Contractor shall re-grade, compact, and add material as necessary to maintain a stable un-rutted access path.

At completion of project, wood chip mulch shall be stockpiled on site. Soils along access routes shall be decompacted by ripping at a depth of 18 inches.

8-26.3 Construction Requirements

Stabilized access routes are to be constructed following the Stabilized Access Routes detail in the Plans.

8-26.4 Measurement

“Stabilized Access Routes” will be measured by the lineal foot furnished, placed, compacted, maintained, and decompacted within the Project Site. Payment will be made in accordance with Section 1-04.1. The unit Contract price per cubic yard for “Wood Strand Mulch” shall be full pay for all Work described in this Section.

8-26.5 Payment

Payment will be made in accordance with Section 1-04.1. The unit Contract price per lineal feet for “Stabilized Access Routes” shall be full pay for all Work described in this Section.

8-27 Vacant

Add the following new section:

(*****)

8-27 Temporary Access Routes

8-27.1 Description

This work consists of establishing and maintaining temporary access routes for use of equipment to access work areas through the project site. Temporary access routes will be decommissioned and decompacted at completion of project and native ground within temporary access routes will be restored to pre-project conditions.

8-27.2 Materials

The Contractor is responsible for furnishing equipment, and labor required to establish and maintain temporary access routes throughout construction. The Contractor is also responsible for furnishing all materials, equipment, and labor required to restore the temporary access routes upon completion of the project.

8-27.3 Construction Requirements

Temporary access routes are to be constructed following the Temporary Access Route detail in the Plans. Upon project completion, the soil along temporary access routes shall be decompacted by ripping at a depth of 12 inches.

8-27.4 Measurement

“Temporary Access Routes” will be measured by the lineal foot within the Project Site.

8-27.5 Payment

Payment will be made in accordance with Section 1-04.1. The unit Contract price per linear feet for “Temporary Access Routes” shall be full pay for all Work described in this Section.

8-28 Vacant

Add the following new section:

(*****)

8-28 Temporary Wet Crossing**8-28.1 Description**

This work consists of furnishing, installing, and maintaining temporary wet crossings capable of conveying construction material, excavated material and equipment through the river channel from one side of the Entiat River to the other. Wet crossings will be decommissioned at completion of project and stream banks will be restored to pre-construction contours, lacking any signs of compaction or rutting from equipment travel. Grades shall be smoothed mechanically and then worked with hand tools to eliminate voids and to blend and compact loose soils prior to planting and seeding operations. Temporary wet crossing use is limited to permit conditions. In-water work will be allowed per the provisions of permits from NMFS, USFW, WDOE and WDFW. Locations of temporary wet crossings shall be approved by Contracting Officer prior to use.

8-28.2 Materials

The Contractor is responsible for furnishing all materials, equipment, and labor required to transport, unload, place, and maintain temporary wet crossings throughout construction. The Contractor is also responsible for furnishing all materials, equipment, and labor required to restore the stabilized access routes upon completion of the project.

8-28.3 Construction Requirements

Temporary wet crossings are to be constructed per the Temporary Wet Crossing detail in the Plans.

8-28.4 Measurement

“Temporary Wet Crossing” will be measured per “Temporary Wet Crossing” placed, and maintained within the Project Site.

8-28.5 Payment

Payment will be made in accordance with Section 1-04.1. The unit Contract price per each for “Temporary Wet Crossing” shall be full pay for all Work described in this Section.

8-30 Vacant

Add the following new section:

(*****)

8-30 Temporary Bridge

The contractor shall design, furnish, erect, maintain and remove a temporary structure for conveying materials and equipment from one side of the Entiat River and back, in accordance with this Special Provision and the details shown in the plans unless otherwise accepted by the Contracting Agency.

Submittals

The Contractor shall submit Type 3E Working Drawings of the temporary bridge that include erection and removal steps/notes.

Construction and Removal

The Contractor shall construct the temporary bridge in accordance with the working drawings as accepted by the Engineer, environmental permit conditions specified in Section 1-07.5 as supplemented in these Special Provisions and as shown in the Plans, and in accordance with the details shown in the Plans. The Contractor shall maintain the temporary bridge, including the driving surface, for the life of the temporary bridge in this project.

After the temporary bridge is no longer needed the Contractor shall remove the temporary bridge. The temporary bridge shall be installed and removed within the in-water work window allowed in the project permits.

Payment

Payment will be made in accordance with Section 1-09.3 for the following bid item:

“Temporary Bridge___”, lump sum.

8-31 Vacant

Add the following new section:

(*****)

8-31 LWM Habitat Structures

8-31.1 Description

Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to install LWM habitat structures in accordance with the Project Plans, Standard Specifications, and these Special Provisions, EXCEPT THAT ALL LOGS, RACKING MATERIAL, AND SLASH MATERIAL WILL BE FURNISHED BY THE CONTRACTING AGENCY. LWM habitat structures shall be placed as staked by the Engineer prior to installation; however, final placement shall be verified and may be adjusted by the Engineer. Logs will be arranged, placed, and/or buried as indicated in the plans. THE CONTRACTOR SHOULD ANTICIPATE THAT BECAUSE OF THE IRREGULARITIES OF NATURAL LOGS, ADJUSTMENTS to structure and individual log placements WILL BE NEEDED. These adjustments and modifications are expected and additional payment will not be made. The contractor shall not decommission any temporary access for a particular location until the structure installed has been approved by the Engineer and/or contracting agency. Costs associated with re-commissioning access to a particular structure location determined not to meet design specifications by the Engineer are not covered under this contract and are the sole responsibility of the contractor.

8-31.2 Materials

The Contractor is not responsible for furnishing logs, racking material, or slash material required to construct the LWM structures shown on the plans. The Contractor shall supply any additional materials, labor, and equipment required to construct the Habitat Structures as shown on the Plans including, but not limited to steel bands required for pile driving per Section 6-05.3(11)C, and all materials required for physically connecting logs together as shown on the Plans.

8-31.3 Construction Requirements

The Contractor shall place specified materials in accordance with design specifications for each “LWM Structure ___”. This includes placement driven piles, logs, racking material and slash, and bolt pins.

The area available at each “LWM Structure ___” location for heavy equipment to place LWM habitat structure elements is limited and the Contractor shall consider this when determining the appropriate equipment to perform the work.

To place each “Type ___ LMW habitat structure” the contractor may clear the adjacent of vegetation as needed. The contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of construction process shall be placed in front or within the LWM habitat structure as racking material. If “LWM Structure ___” are within the wetted channel, the work area shall be isolated and sufficiently defished prior to any work within the wetted channel occurring. Any work within the actively flowing channel of the Entiat River shall be completed during the approved in-water work window identified in the project permits.

8-31.4 Measurement

Measurement for LWM structures will be per each structure installed as shown on the Plans.

8-31.5 Payment

The contract price paid for “LWM Structure ___” shall include full compensation for furnishing all labor, necessary materials, tools, equipment and incidentals, and for doing all work required for installation as described in the Plans, the Standard Specifications, and these Special Provisions which may include, but are not limited to the following: hauling previously staged logs, racking, and slash material furnishing, hauling, and placement of any additional necessary materials as shown on the project plans, excavation and backfill, compacting backfill, placement of logs, placement of racking material, final grading for a smooth transition, and other work that may be needed. All logs and racking logs will be furnished by the Contracting Agency. For some structures in difficult to access locations, logs will be pre-staged via helicopter (under a separate contract) in the vicinity of the LWM structure; at one structure location all logs, racking, and slash material will be pre-staged with a helicopter; see Plans for locations where woody material is to be pre-staged via helicopter. For all other structures, the Contractor is responsible for transporting logs, racking, and slash materials from the LWM Staging Area to each structure site.

No payment shall be made until either the Contracting Officer and/or Engineer review and approve a completed “LWM Structure ___”. Any deficiencies noted shall be the responsibility of the contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the either the Contracting Officer and/or Engineer.

FEDERAL WAGE RATES

General Decision Number: WA180090 09/21/2018 WA90

Superseded General Decision Number: WA20170090

State: Washington

Construction Type: Heavy
including water and sewer line construction

County: Chelan County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2018 |
| 1 | 02/23/2018 |
| 2 | 03/30/2018 |
| 3 | 08/10/2018 |
| 4 | 09/14/2018 |
| 5 | 09/21/2018 |

CARP0770-002 06/01/2016

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER (Including Formwork)... | \$ 32.65 | 16.87 |
| MILLWRIGHT..... | \$ 42.42 | 16.87 |

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 ELEC0191-013 06/01/2018

| | Rates | Fringes |
|---|----------|---------|
| ELECTRICIAN | | |
| DOUGLAS, CHELAN, and OKANOGAN Counties..... | \$ 42.45 | 21.34 |
| ISLAND, SAN JUAN, SKAGIT, SNOHOMISH and WHATCOM Counties..... | \$ 44.95 | 21.42 |

 ENGI0302-010 06/01/2017

WEST OF THE 120TH MERIDIAN

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| Group 1A..... | \$ 41.90 | 19.20 |
| Group 1AA..... | \$ 42.52 | 19.20 |
| Group 1AAA..... | \$ 43.13 | 19.20 |
| Group 1..... | \$ 41.29 | 19.20 |
| Group 2..... | \$ 40.76 | 19.20 |
| Group 3..... | \$ 40.29 | 19.20 |
| Group 4..... | \$ 37.70 | 19.20 |

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe, Backhoes: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height

base to boom; Excavator/Trackhoe, backhoes: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work;; Excavator/Trackhoe, backhoes: over 30 metric tons to 50 metric tons; Dozer D-10; Paver; Scraper-self propelled 45 yards and over Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons;; Excavator/Trackhoe, backhoe: 15 to 30 metric tons; Drilling Machine; Screed; Piledriver; Scraper-self propelled under 45 yards; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons;; Dozers-D-9 and under; Excavator/Trackhoe, backhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Oiler; Drill Assistant; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Forklift: under 3000 lbs with attachments; Boom Truck 10 tons and under

ENGI0370-023 06/01/2018

EAST OF THE 120TH MERIDIAN

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 27.51 | 15.95 |
| GROUP 2..... | \$ 27.83 | 15.95 |
| GROUP 3..... | \$ 28.44 | 15.95 |
| GROUP 4..... | \$ 28.60 | 15.95 |
| GROUP 5..... | \$ 28.76 | 15.95 |
| GROUP 6..... | \$ 29.04 | 15.95 |
| GROUP 7..... | \$ 29.31 | 15.95 |
| GROUP 8..... | \$ 30.41 | 15.95 |

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Drill Assistant

GROUP 2: Fork Lift

GROUP 3: Bulldozer (up to D-6 or equivalent); Boring Machine

GROUP 4: Oiler; Drill (churn, core, calyx or diamond)

GROUP 5: Backhoe (Under 45,000 gw); Trackhoe/Excavator (under 3/4 yd.); Drilling equipment (8 unch bit and over) (robbins, reverse circulation and similar); Piledriver; Cranes (25 tons & under); Boom Truck (Under 25 tons)

GROUP 6: Backhoe (45,000 gw and over to 110,000 gw);
Trackhoe/Excavator (3/4 yd. to 3 yd.), Bulldozer, 834 R/T &
similar; Paver; Scraper; Screed; Cranes (over 25 tons, to
and including 45 tons)

GROUP 7: Backhoe (Over 110,000); Trackhoe/Excavator (3 yds &
over); Cranes (over 45 tons to but not including 85 tons)

GROUP 8: Cranes (85 tons and over, and all climbing,
overhead,rail and tower)

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale

Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they
shall be measured from the base of the Tower to the point
of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air
shall receive \$1.00 an hour above classification.

IRON0086-008 07/01/2018

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (Reinforcing, Structural, Ornamental)..... | \$ 33.18 | 27.82 |

* LAB00348-008 06/01/2018

ZONE 1:

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 2..... | \$ 25.48 | 11.49 |
| GROUP 3..... | \$ 27.89 | 11.49 |
| GROUP 4..... | \$ 28.56 | 11.49 |
| GROUP 5..... | \$ 29.04 | 11.49 |

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagger

GROUP 3: General or Common Laborer; Mason

Tender-Cement/Concrete; Form-Stripping

GROUP 4: Grade Checker; Pipe Layer; Pipelayer; high Scaler

GROUP 5: Mason Tender-Brick

PAIN0005-003 07/01/2018

| | Rates | Fringes |
|--|----------|---------|
| PAINTER (Brush, Roller, and Spray.)..... | \$ 22.94 | 11.61 |

TEAM0690-006 06/01/2017

| | Rates | Fringes |
|---|----------|---------|
| Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW) ZONE 1:SPOKANE ZONE CENTER GROUP 5..... | \$ 25.03 | 17.30 |

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office
Zone 2: Outside a 45 mile radius from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 5: Semi-Trailer Truck

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

SUWA2009-056 08/07/2009

| | Rates | Fringes |
|---|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 24.50 | 6.30 |
| LABORER: Common or General (Water and Sewer Lines)..... | \$ 20.79 | 4.63 |
| LABORER: Landscape & Irrigation..... | \$ 12.27 | 2.73 |
| OPERATOR: Asphalt Plant..... | \$ 34.14 | 0.68 |

| | | |
|---|----------|------|
| OPERATOR: Broom/Sweeper..... | \$ 27.03 | 4.67 |
| OPERATOR: Grader/Blade..... | \$ 27.56 | 5.53 |
| OPERATOR: Loader..... | \$ 26.90 | 7.65 |
| OPERATOR: Mechanic..... | \$ 27.09 | 7.30 |
| OPERATOR: Power Shovel..... | \$ 25.12 | 7.83 |
| OPERATOR: Roller..... | \$ 29.18 | 4.14 |
| OPERATOR: Skid Steer..... | \$ 10.63 | 0.00 |
| TRUCK DRIVER, Includes Dump Truck..... | \$ 13.00 | 0.04 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 22.74 | 6.29 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 22.89 | 5.72 |
| TRUCK DRIVER: Water Truck..... | \$ 23.46 | 6.06 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

WASHINGTON STATE WAGE RATES

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 10/4/2018

| <u>County</u> | <u>Trade</u> | <u>Job Classification</u> | <u>Wage</u> | <u>Holiday</u> | <u>Overtime</u> | <u>Note</u> |
|---------------|--------------------------|--|-------------|----------------|-----------------|-------------|
| Chelan | Flaggers | Journey Level | \$37.11 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Air, Gas Or Electric Vibrating Screed | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Airtrac Drill Operator | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Ballast Regular Machine | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Batch Weighman | \$37.11 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Brick Pavers | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Brush Cutter | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Brush Hog Feeder | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Burner | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Caisson Worker | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Carpenter Tender | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Cement Dumper-paving | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Cement Finisher Tender | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Change House Or Dry Shack | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Chipping Gun (under 30 Lbs.) | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Chipping Gun(30 Lbs. And Over) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Choker Setter | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Chuck Tender | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Clary Power Spreader | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Clean-up Laborer | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Concrete Dumper/chute Operator | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Concrete Form Stripper | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Concrete Placement Crew | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Concrete Saw Operator/core Driller | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Crusher Feeder | \$37.11 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Curing Laborer | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Demolition: Wrecking & Moving (incl. Charred Material) | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Ditch Digger | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Diver | \$40.67 | <u>7A</u> | <u>3I</u> | |

| | | | | | | |
|--------|--------------------------|---|---------|-----------|-----------|-----------|
| Chelan | Laborers | Drill Operator (hydraulic,diamond) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Dry Stack Walls | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Dump Person | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Epoxy Technician | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Erosion Control Worker | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Faller & Bucker Chain Saw | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Fine Graders | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Firewatch | \$37.11 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Form Setter | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Gabian Basket Builders | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | General Laborer | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Grade Checker & Transit Person | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Grinders | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Grout Machine Tender | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Groutmen (pressure)including Post Tension Beams | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Guage and Lock Tender | \$40.77 | <u>7A</u> | <u>3I</u> | <u>8Q</u> |
| Chelan | Laborers | Guardrail Erector | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Hazardous Waste Worker (level A) | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Hazardous Waste Worker (level B) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Hazardous Waste Worker (level C) | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | High Scaler | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Jackhammer | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Laserbeam Operator | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Maintenance Person | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Manhole Builder-mudman | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Material Yard Person | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Motorman-dinky Locomotive | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pavement Breaker | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pilot Car | \$37.11 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pipe Layer(lead) | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pipe Layer/tailor | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pipe Pot Tender | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pipe Reliner | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pipe Wrapper | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Pot Tender | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Powderman | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Powderman's Helper | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Power Jacks | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Railroad Spike Puller - Power | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Raker - Asphalt | \$40.67 | <u>7A</u> | <u>3I</u> | |

| | | | | | | |
|--------|---|---|---------|-----------|-----------|-----------|
| Chelan | Laborers | Re-timberman | \$40.67 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Remote Equipment Operator | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Rigger/signal Person | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Rip Rap Person | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Rivet Buster | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Rodder | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Scaffold Erector | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Scale Person | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Sloper (over 20") | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Sloper Sprayer | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Spreader (concrete) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Stake Hopper | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Stock Piler | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Tamper & Similar Electric, Air & Gas Operated Tools | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Tamper (multiple & Self-propelled) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Timber Person - Sewer (lagger, Shorer & Cribber) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Toolroom Person (at Jobsite) | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Topper | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Track Laborer | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Track Liner (power) | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Traffic Control Laborer | \$39.33 | <u>7A</u> | <u>3I</u> | <u>8R</u> |
| Chelan | Laborers | Traffic Control Supervisor | \$39.33 | <u>7A</u> | <u>3I</u> | <u>8R</u> |
| Chelan | Laborers | Truck Spotter | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Tugger Operator | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Tunnel Work-Miner | \$40.77 | <u>7A</u> | <u>3I</u> | <u>8Q</u> |
| Chelan | Laborers | Vibrator | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Vinyl Seamer | \$39.51 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Watchman | \$33.85 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Welder | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Well Point Laborer | \$40.18 | <u>7A</u> | <u>3I</u> | |
| Chelan | Laborers | Window Washer/cleaner | \$33.85 | <u>7A</u> | <u>3I</u> | |
| Chelan | Landscape Construction | Landscape Laborer | \$33.85 | <u>7A</u> | <u>3I</u> | |
| Chelan | Landscape Construction | Landscape Operator | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Pile Driver | Journey Level | \$58.10 | <u>5D</u> | <u>4C</u> | |
| Chelan | Power Equipment Operators | Asphalt Plant Operators | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Assistant Engineer | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Barrier Machine (zipper) | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Batch Plant Operator, Concrete | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Bobcat | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Brokk - Remote Demolition Equipment | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Brooms | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Bump Cutter | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cableways | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |

| | | | | | | |
|--------|---|--|---------|-----------|-----------|-----------|
| Chelan | Power Equipment Operators | Chipper | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Compressor | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Over 42 M | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Concrete Finish Machine -laser Screed | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure. | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Concrete Pump: Truck Mount With Boom Attachment Up To 42m | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Conveyors | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes Friction: 200 tons and over | \$62.33 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: 20 Tons Through 44 Tons With Attachments | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments) | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments | \$61.72 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: 300 tons and over or 300' of boom including jib with attachments | \$62.33 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments) | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: A-frame - 10 Tons And Under | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: Friction cranes through 199 tons | \$61.72 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Crusher | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Deck Engineer/deck Winches (power) | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Derricks, On Building Work | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Dozers D-9 & Under | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Drill Oilers: Auger Type, Truck Or Crane Mount | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Drilling Machine | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Elevator And Man-lift: Permanent And Shaft Type | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Finishing Machine, Bidwell And Gamaco & Similar Equipment | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Forklift: 3000 Lbs And Over With Attachments | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Forklifts: Under 3000 Lbs. With Attachments | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Grade Engineer: Using Blue Prints, Cut Sheets, Etc | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| | | | | | | |

| | | | | | | |
|--------|---|--|---------|-----------|-----------|-----------|
| Chelan | Power Equipment Operators | Gradechecker/stakeman | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Guardrail Punch | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Horizontal/directional Drill Locator | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Horizontal/directional Drill Operator | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Hydralifts/boom Trucks Over 10 Tons | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Hydralifts/boom Trucks, 10 Tons And Under | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Loader, Overhead 8 Yards. & Over | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Loader, Overhead, 6 Yards. But Not Including 8 Yards | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Loaders, Overhead Under 6 Yards | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Loaders, Plant Feed | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Loaders: Elevating Type Belt | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Locomotives, All | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Material Transfer Device | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic) | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Motor Patrol Graders | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Oil Distributors, Blower Distribution & Mulch Seeding Operator | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Outside Hoists (elevators And Manlifts), Air Tuggers, strato | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Overhead, Bridge Type Crane: 20 Tons Through 44 Tons | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Overhead, Bridge Type: 100 Tons And Over | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Overhead, Bridge Type: 45 Tons Through 99 Tons | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Pavement Breaker | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Pile Driver (other Than Crane Mount) | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Plant Oiler - Asphalt, Crusher | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Posthole Digger, Mechanical | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Power Plant | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Pumps - Water | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Quad 9, Hd 41, D10 And Over | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Quick Tower - No Cab, Under 100 Feet In Height Based To Boom | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |

| | | | | | | |
|--------|---|--|---------|-----------|-----------|-----------|
| Chelan | Power Equipment Operators | Remote Control Operator On Rubber Tired Earth Moving Equipment | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Rigger And Bellman | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Rigger/Signal Person, Bellman (Certified) | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Rollagon | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Roller, Other Than Plant Mix | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Roller, Plant Mix Or Multi-lift Materials | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Roto-mill, Roto-grinder | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Saws - Concrete | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Scraper, Self Propelled Under 45 Yards | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Scrapers - Concrete & Carry All | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Scrapers, Self-propelled: 45 Yards And Over | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Service Engineers - Equipment | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Shotcrete/gunite Equipment | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons. | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Shovel, Excavator, Backhoes: Over 90 Metric Tons | \$61.72 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Slipform Pavers | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Spreader, Topsider & Screedman | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Subgrader Trimmer | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Tower Bucket Elevators | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Tower Crane Up To 175' In Height Base To Boom | \$61.10 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Tower Crane: over 175' through 250' in height, base to boom | \$61.72 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Tower Cranes: over 250' in height from base to boom | \$62.33 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Transporters, All Track Or Truck Type | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Trenching Machines | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Truck Crane Oiler/driver - 100 Tons And Over | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Truck Crane Oiler/driver Under 100 Tons | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Truck Mount Portable Conveyor | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Welder | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Wheel Tractors, Farmall Type | \$56.90 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Power Equipment Operators | Yo Yo Pay Dozer | \$59.96 | <u>7A</u> | <u>3C</u> | <u>8P</u> |

| | | | | | | |
|--------|-------------------------------|--------------------------------------|---------|-----------|-----------|-----------|
| Chelan | Surveyors | Assistant Construction Site Surveyor | \$59.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Surveyors | Chainman | \$58.93 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Surveyors | Construction Site Surveyor | \$60.49 | <u>7A</u> | <u>3C</u> | <u>8P</u> |
| Chelan | Truck Drivers | Asphalt Mix Over 20 Yards | \$43.40 | <u>5D</u> | <u>1V</u> | <u>8M</u> |
| Chelan | Truck Drivers | Asphalt Mix To 20 Yards | \$43.23 | <u>5D</u> | <u>1V</u> | <u>8M</u> |
| Chelan | Truck Drivers | Dump Truck | \$43.23 | <u>5D</u> | <u>1V</u> | <u>8M</u> |
| Chelan | Truck Drivers | Dump Truck & Trailer | \$43.40 | <u>5D</u> | <u>1V</u> | <u>8M</u> |
| Chelan | Truck Drivers | Other Trucks | \$43.12 | <u>5D</u> | <u>1V</u> | <u>8M</u> |

WASHINGTON STATE WAGE BENEFIT KEY CODE

Benefit Code Key – Effective 8/31/2018 thru 3/2/2019

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 hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All 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.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

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

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

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

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

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 8/31/2018 thru 3/2/2019

- 4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. Placeholder

Holiday Codes

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

Holiday Codes Continued

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

Benefit Code Key – Effective 8/31/2018 thru 3/2/2019

- 5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

Holiday Codes Continued

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

Holiday Codes Continued

- 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

Benefit Code Key – Effective 8/31/2018 thru 3/2/2019

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.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Benefit Code Key – Effective 8/31/2018 thru 3/2/2019

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)
- D. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and the day after Christmas.

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.

Note Codes Continued

8. 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.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- 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.