

# **CONTRACT PROVISIONS**

## **SNOW LAKES #1 TRAIL BRIDGE PROJECT**

*Revised Project Manual Issued  
with Addendum No. 1*

August 2020



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

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Chelan County Natural Resources Department

# **SNOW LAKES #1 TRAIL BRIDGE**

Bid Opening: Tuesday, September 8, 2020 at 11:00 AM PDT

**Notice to All Plan Holders:**

**Deliver Bid Submission To:**

Board of Chelan County Commissioners Office Chelan County Administration Building,  
400 Douglas Street, Wenatchee Washington

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](mailto:pete.cruickshank@co.chelan.wa.us)

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

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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 Certification of Compliance with Prevailing Wage Training?
- ☐ Have you certified receipt of addenda?

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## BIDDING INSTRUCTIONS

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### A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Tuesday, September 8th, 2020 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 Snow Lakes #1 Trail Bridge Project 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 SNOW LAKES #1 TRAIL BRIDGE 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;

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

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### Snow Lakes #1 Trail Bridge 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 Tuesday, September 8th, 2020 at 11:00 AM PDT for the Chelan County Natural Resources Project, "SNOW LAKES #1 TRAIL BRIDGE PROJECT".

**Chelan County Natural Resources Project:** Snow Lakes #1 Trail Bridge Project, Chelan County. This contract provides for work as identified on the Contract Plans. All work shall be in accordance with the Contract Documents and the 2020 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held virtually via Zoom on Monday, August 17th, 2020 at 11:00 A.M. Please contact Mary Jo Sanborn in advance to provide your contact information if you plan on joining.

**Topic:** Snow Lakes #1 Trail Bridge Project - Pre-Bid Site Walk Through

**Time:** Aug 17, 2020 11:00 AM Pacific Time (US and Canada)

**Join Zoom Meeting here:** <https://us02web.zoom.us/j/84538073253>

**Meeting ID:** 845 3807 3253

Please join the meeting 5 minutes in advance to ensure the connection is functioning. Bidders may choose between computer audio via Zoom or a telephone dial in connection for audio at 253-215-8782 Meeting ID listed above.

If difficulties are encountered: please contact Mary Jo Sanborn for assistance.

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 "SNOW LAKES #1 TRAIL BRIDGE 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 10th day of August, 2020.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

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DOUG ENGLAND, CHAIRMAN

ATTEST:

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KEVIN OVERBAY, COMMISSIONER

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CLERK OF THE BOARD

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BOB BURGART, COMMISSIONER

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

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## BID FORM

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### Snow Lakes #1 Trail Bridge 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:

Item	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization and Demobilization	LS	1		
2	Contractor Construction Survey	LS	1		
3	Remove existing bridge structure; staging and disposal	LS	1		
4	Furnish and placement of new approach support abutments	LS	1		
5	Furnish and Prepare new wide-flange bearing supports	LS	1		
6	Furnish new wide-flange stringers	LS	1		
7	Furnish new deck system	LS	1		
8	Furnish new guardrail system	LS	1		
9	Installation of new bridge superstructure	LS	1		
10	Earthwork and regrading of approach fills	LS	1		
11	Temporary Erosion and Sediment Control and Revegetation	LS	1		
			<b>Total Base Bid Price</b>		

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

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## BID PROPOSAL FORM

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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 Snow Lakes #1 Trail Bridge Project.

The Bidder hereby acknowledges receipt of Addendum No. 1 \_\_\_, No. 2 \_\_\_, No. 3 \_\_\_. No. 4 \_\_\_.

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.

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PRINT BIDDER NAME	SIGNATURE OF PRINCIPAL OR OFFICER
-------------------	-----------------------------------

---

MAILING ADDRESS	CITY	STATE	ZIP
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PRINT NAME OF SIGNATORY	TITLE
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TELEPHONE	FAX
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STATE REGISTRATION NUMBER	STATE UBI NUMBER
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## BID PROPOSAL BOND

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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:

Snow Lakes #1 Trail Bridge Project: This contract provides for the providing all materials, labor and equipment to remove an existing glulam girder bridge and install a 123 ft length timber deck, steel girder bridge, install low chord elevating wide-flange steel beams on top of existing piers and cast in place abutments, and construct cast-in-place or install precast new reinforced concrete abutments, and associated construction of fill, riprap slope protection, and associated approach work. All work shall be in accordance with the attached Contract, the Contract Plans, these Contract Provisions, the 2020 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 (10) 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

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## BIDDER INFORMATION

**PROJECT:** Snow Lakes #1 Trail Bridge Project

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 PROPRIETORSHIP

\_\_\_\_\_  
PARTNERSHIP

\_\_\_\_\_  
CORPORATION

\_\_\_\_\_  
JOINT VENTURE

\_\_\_\_\_  
LLC

\_\_\_\_\_  
PRINCIPALS:

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## **NON-COLLUSION DECLARATION**

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**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 tollfree “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.**

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## 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

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The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date September 14<sup>th</sup>, 2020, 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:

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*\* 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.*

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## CERTIFICATION OF COMPLIANCE WITH WITH PREVAILING WAGE TRAINING

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The bidder hereby certifies that is Responsible within criteria set forth in RCW 39.04.350 and RCW 39.06.020, specifically in regards to ESSHB 1673 which requires all businesses to have prevailing wage training before bidding and/or performing work on public works projects.

Online Contractor training is available at

<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>.

Alternatively, Contractors with an active Unified Business Identifier (UBI) for 3 or more years **AND** have performed on 3 or more public works projects are exempt from this training requirement. Please provide business information below and either completed training date OR 3 completed public works as reference.

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

---

BUSINESS NAME

---

UNIFIED BUSINESS IDENTIFIER (UBI)

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

*\*Check one option below and provide details*

Option A ☐ Labor and Industries Prevailing Wage Training Completion

---

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

---

1. Project Name, Contracting Agency, Completion Date of Public Works Project

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2. Project Name, Contracting Agency, Completion Date of Public Works Project

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3. Project Name, Contracting Agency, Completion Date of Public Works Project

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# 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

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_, 2020, 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 **Snow Lakes #1 Trail Bridge 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 prior to December 11, 2020.
4. 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".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2020 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. 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 \_\_\_\_\_, 2020
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2020
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2020
7. 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 Month, \_\_\_\_\_ Date, 2020.

**CONTRACTING AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
ADDRESS

ATTEST:  
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:

### **Snow Lakes #1 Trail Bridge 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 two (2) 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** Snow Lakes #1 Trail Bridge 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, August 10<sup>th</sup>, 2020, 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 **ten (10)** calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within **ten (10)** 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
CONTRACTING OFFICER\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

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**NOTICE TO PROCEED****DATED** \_\_\_\_\_**TO** \_\_\_\_\_**PROJECT** Snow Lakes #1 Trail Bridge Project

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2020, on or before \_\_\_\_\_, 2020, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before December 11<sup>th</sup>, 2020

\_\_\_\_\_  
CONTRACTING OFFICER\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

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

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## CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

**PROJECT:** Snow Lakes #1 Trail Bridge

**TO** Chelan County

**CONTRACTING** Natural Resources Department

**AGENCY:** 411 Washington Street, Suite 201  
Wenatchee, WA 98801

**STATE OF:** WASHINGTON

**COUNTY OF:** CHELAN

**CONTRACTING AGENCY**

ENGINEER ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

**CONTRACT FOR:** \_\_\_\_\_

**CONTRACT 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

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## CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

---

**PROJECT:** Snow Lakes #1 Trail Bridge Project  
**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

**CONTRACT FOR:** \_\_\_\_\_

**COUNTY OF:** CHELAN

**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

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## CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT:** Snow Lakes #1 Trail Bridge Project

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

CONTRACTING AGENCY

ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

**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)

---

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PRINTED NAME AND TITLE

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## CERTIFICATE OF SUBSTANTIAL COMPLETION

**PROJECT:** Snow Lakes #1 Trail Bride Project

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

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

**COUNTY OF:** CHELAN **CONTRACT DATED:** \_\_\_\_\_

**DATE OF ISSUANCE:** \_\_\_\_\_

**Project or Designated Portion Shall Include:**

----------------------

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 \_\_\_\_\_ 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.

\_\_\_\_\_  
CONTRACTOR BY \_\_\_\_\_ DATE \_\_\_\_\_

The CONTRACTING AGENCY accepts the Work or designated portion thereof a substantially complete and will assume full possession thereof at on \_\_\_\_\_.

\_\_\_\_\_  
CHELAN COUNTY COMMISSIONER BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the CONTRACTING AGENCY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work, and insurance shall be as follows:

--

**NOTE: Contracting Agency's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.**

# CONTRACT PROVISIONS

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## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Chelan County Standard Plans*

**Contractor shall obtain copies of these publications, at Contractor’s own expense.**

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## **DIVISION 1 GENERAL REQUIREMENTS**

### **Description of Work**

(\*\*\*\*\*)

This contract consists of, but not limited to, providing all materials, labor, and equipment to remove an existing bridge with a 7 foot driving surface width x 112 foot long timber deck and glu lam girders and install a 123 foot length timber deck steel girder bridge. Work includes refurbishment of existing concrete approach abutments; Furnishment and installation of steel wide flange girders, bearing supports, and bearings on existing piers, existing abutments and new abutments; Furnishment and installation of glued-laminated deck plank system; Furnishment and installation of rough sawn timber guardrail system; Construct cast-in-place or install new precast reinforced abutments; Stockpiling glulam girders from existing bridge; Disposal of all other existing bridge materials; Regrading and widening of approach access paths, riprap slope protection, and associated approach work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### **1-01 Definitions and Terms**

#### **1-01.3 Definitions**

##### **Dates**

###### ***Bid Opening Date***

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

###### ***Award Date***

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

###### ***Contract Execution Date***

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

###### ***Notice to Proceed Date***

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

###### ***Substantial Completion Date***

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

###### ***Physical Completion Date***

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

***Completion Date***

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

***Final Acceptance Date***

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

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

(\*\*\*\*\*)

All references to Engineer and Contracting Officer are equivalent.

**1-02 Bid Procedures and Conditions****1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it 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")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	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:

(\*\*\*\*\*)

In light of the Governor's 20-25 Stay Home – Stay Healthy Proclamation a mandatory Pre-Bid Zoom meeting with representatives from the CONTRACTING AGENCY will be held in-lieu of a site meeting on Tuesday, August 25<sup>th</sup>, 2020 at 11:00 A.M via Zoom. Attendees shall join the meeting at <https://us02web.zoom.us/j/84538073253> or dial in at 253-215-8782 with meeting ID 845 3807 3253.

held virtually via Zoom on Tuesday, August 25th, 2020 at 11:00 A.M. Please contact Mary Jo Sanborn in advance to provide your contact information if you plan on joining.

The project site is located approximately six miles southwest of Leavenworth, Washington. It occurs along Snow Lakes Trail and spans over Icicle Creek. The project area is open to independent examination by prospective bidders at any time.

#### **1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

#### **1-02.6 Preparation of Proposal**

*(July 11, 2018 APWA GSP)*

Supplement the second paragraph with the following:

4. 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.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

### **1-02.7 Bid Deposit**

Supplement this section 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.

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### **1-02.9 Delivery of Proposal**

*(December 19, 2019 APWA GSP, Option A)*

Delete this section and replace it with the following:

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

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

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

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Board of Chelan County Commissioners  
Chelan County Administration Building 400  
Douglas St  
Wenatchee, WA 98801

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

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12, the

time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.12 Public Opening of Proposals**

Section 1-02.12 is supplemented with the following:

(\*\*\*\*\*)

#### **Date of Opening Bids**

The bid opening date for this project is \*\*\* September 8<sup>th</sup>, 2020\*\*\* Bids received will be publicly opened and read after 11:00 AM Pacific Time on this date.

### **1-02.13 Irregular Proposals**

*(December 19, 2019 APWA GSP)*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;

- e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

### **1-02.14 Disqualification of Bidders**

*(May 17, 2018 APWA GSP, Option A)*

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.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two



(2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

### **1-02.15 Pre-Award Information**

*(August 14, 2013 APWA GSP)*

Revise this section to read:

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

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

## **1-03 Award and Execution of Contract**

### **1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will

control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### **1-03.3 Execution of Contract**

*(October 1, 2005 APWA GSP)*

Revise this section to read:

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

Within \*\*\*10 (ten)\*\*\* calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1- 02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of \*\*\*10 (ten)\*\*\* additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### **1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and

conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

### **1-03.7 Judicial Review**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

## **1-04 Scope of Work**

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

*(\*\*\*\*\*)*

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Technical Specifications
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. Standard Specifications,
8. Contracting Agency's Standard Plans or Details (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction

**1-04.11 Final Cleanup**

Supplement this section with the following:

(\*\*\*\*\*)

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract.

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

**1-05.8 Vacant**

**1-05.8 Required Submittals**

(\*\*\*\*\*)

The following is a list of required submittals to the Contracting Agency as detailed in the respective section of the Standard Plans, Special Provisions, or Technical Specifications.

1-07.1 COVID-19 Health & Safety Plan (CHSP)

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

1-08.3 Project Schedule

1-10.2(2) Traffic Control Plan

6-01.9; VI.6.1.Item 9: Type 2 Working Drawings for Bridge Superstructure & Decking

8-01.3: VI.6.1.Item 11: SWPPP & TESC Plan

8-11.0; VI.6.1.Item 8 Guardrail Material Submittals

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

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

**1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

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

Add the following new section:

**1-05.18 Record Drawings**

(\*\*\*\*\*)

The Contractor shall maintain one set of 11 x 17 plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions- Graphite
- Provide the applicable reference for all entries, such as the change order number, the request

- for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

All Work associated with producing Record Drawings shall be incidental to other bid items included in the Contract.

### **1-06.6 Recycled Materials**

*(January 4, 2016 APWA GSP)*

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

## **1-07 Legal Relations and Responsibilities to the Public**

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

*(April 6, 2020)*

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, **COVID-19 Health and Safety Plan (CHSP)**. A copy of the CHSP developed by the Contractor shall be submitted to the Engineer as a Type 2 Working Drawing.

### **1-07.2 State Taxes**

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

#### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

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

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

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

**(\*\*\*\*\*)**

The Work on this Contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales Tax. The provisions of Section 1-07.2(1) apply.

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

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the



roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

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

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

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

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

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

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

### **1-07.5 Environmental Regulations**

*(September 20, 2010)*

Section 1-07.5 is supplemented with the following:

#### **Environmental Commitments**

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

(April 1, 2019)

Section 1-07.5 is supplemented with the following:

The Contractor shall notify the Engineer a minimum of **\*\*\*5\*\*\*** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers.

Installation of construction fencing is excluded from this notice requirement. (August 3, 2009)

Section 1-07.5 is supplemented with the following:

**Payment**

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

**1-07.6 Permits and Licenses**

*(January 2, 2018)*

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for 12 Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
SEPA Notice Issuance of Determination of Non-Significance	Chelan County Department of Community Development	SDP 18-299
Hydraulic Project Approval	Department of Fish & Wildlife	HPA 2020-2-110+01
ESA Section 7	National Marine Fisheries Service	WCRO-2019-02628

**1-07.9 Wages**

*(January 6, 2020)*

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

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. WA190001.

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

**1-07.13 Contractors' Responsibility for Work**

*(August 6, 2001)*

Section 1-07.13(4) is revised to read

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4.

Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

### **1-07.17 Utilities and Similar Facilities**

Supplement this section with the following:

(\*\*\*\*\*)

Locations and dimensions of utilities shown in the Plans are approximate and are included for reference only. The Contractor shall verify all utility locations prior to beginning construction. Sign installation/relocation and other work that conflicts with existing utilities shall be relocated to a non-conflicting location approved by the Engineer. The Contractor will not be responsible for costs associated with temporary relocation or alternation of overhead utilities within Public Works Right of Way. The Contractor shall coordinate with utility owners regarding temporary protection, removal, and/or temporary relocation during construction. Utility owners have indicated measures that include removing/relocating overhead utilities will require a minimum of six (6) weeks' notice. Determination of the appropriate measures will be made by utility owners and will depend on the Contractor's selected means, methods, and equipment. The Project Schedule submitted by the Contractor will be provided to utility owners to determine mutually acceptable windows for utility related work. This provision does not exempt the Contractor from requirements of protecting utilities. The following are the points of contact of utility owners and supplied for the Contractor's convenience:

Power, Water, & Fiber Optic

Chelan County PUD No. 1 327  
N. Wenatchee Ave.  
Wenatchee, WA 98801  
Attn: Chris Moser Phone:  
509-661-4128

Fiber Optic

Sprint  
2210 S. 35<sup>th</sup> St.  
Tacoma, WA 98409  
Attn: Steve Schauer  
Phone: 253-476-6655

Telephone & Fiber Optic

Frontier Communications  
320 East Penny Road PO  
Box 139  
Wenatchee, WA 98801  
Attn: Steve Johnston  
Phone: 509-662-1142

Cable Television & Fiber Optic

Charter Communications  
145 Easy Street

Wenatchee, WA 98801  
Attn: Justen Harkness  
Phone: 509-667-1142

**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**

*(January 4, 2016 APWA GSP)*

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

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A.M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is

required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

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

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

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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**1-07.18(5)C Workers' Compensation**

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

**1-07.23 Public Convenience and Safety****1-07.23(1). Construction Under Traffic**

*(February 3, 2020)*

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

**Work Zone Clear Zone**

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

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

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

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

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

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

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

**Minimum Work Zone Clear Zone Distance**

*(January 5, 2015)*

Lane closures are subject to the following restrictions:



\*\*\* Lane closures will only be allowed from 6:00 a.m. to 6:00 p.m. Monday through Thursday of any week, subject to the holiday restrictions below. Lane closure duration shall not exceed 15 minutes. Lane closure duration will be measured from the time a flagger at one station stops traffic to the time the same flagger releases traffic. If multiple lane closures are used concurrently on the same road and/or on intersecting roads, the combined lane closure duration of all lane closures shall not exceed 15 minutes for each direction of travel. \*\*\*

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After \*\*\* 12:01 am \*\*\* on the day prior to a holiday or holiday weekend, and
4. Before \*\*\* 12:01 am \*\*\* on the day after the holiday or holiday weekend.

## **1-08 Prosecution and Progress**

### **1-08.0 Preliminary Matters**

*(May 25, 2006 APWA GSP)*

Add the following new section:

#### **1-08.0(1) Preconstruction Conference**

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Contracting Agency, and other required attendees. Additional interested parties of the Contractor's choosing may also be invited. The purpose of the preconstruction conference will be:

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

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

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

Add the following new section:

### **1-08.0(2) Hours of Work**

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be between 7:00 a.m. and 6:30 p.m. Monday through Friday. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

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

### **1-08.1 Subcontracting**

*(May 30, 2019 APWA GSP, Option B)*

Delete the ninth paragraph, beginning with “On all projects, the Contractor shall certify...”.

### **1-08.5 Time for Completion**

Section 1-08.5 is replaced with the following:

(\*\*\*\*\*)

This project shall be physically completed within \*\*\*25\*\*\* working days.

Contract time shall begin on the first working day following the \$\$\$November 1, 2020\$\$\$ calendar day. The Contractor shall complete all physical Contract Work within the number of “working days” stated in the Contract Provisions or as extended by the Engineer in accordance with [Section 1-08.8](#). Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor’s approved progress schedule, or one of these holidays:

January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

An unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with [Section 1-08.8](#).

Contract time shall begin on the first working day following the November 1, 2020. At the Contractor's option, mobilization may begin upon the issuance of the Notice to Proceed from the Contracting Agency to begin work on the access and staging within the Icicle Peshastin Irrigation District parcel 241727311250 prior to November 1, 2020.

If the Contractor elects to start Work on access improvements and grading prior to November 1, 2020, those days will not be counted against the total allotment of Working Days. If the Contractor elects to mobilize and start access improvement work prior to the contract time start date, under no circumstance shall the Contractor impede public access and usage of the Snow Lakes Trail including access to the bridge on US Forest Service Property prior to the November 1, 2020.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If Substantial Completion has been granted and all the authorized working days have been used, charging of working days will cease.

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

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

## **1-09 Measurement and Payment**

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

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

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

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

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

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

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

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

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

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

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed.

The determination of payments under the contract will be final in accordance with Section 1-05.1.

## **1-09.11 Disputes and Claims**

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

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

### **1-09.13 Claims Resolution**

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

*(October 1, 2005 APWA GSP)*

Delete this section and replace it with the following:

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

#### **1-09.13(3)A Administration of Arbitration**

*(November 30, 2018 APWA GSP)*

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

### **1-10 Temporary Traffic Control**

#### **1-10.2 Traffic Control Management**

##### **General**

*(January 3, 2017)*

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

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

The Northwest Laborers-Employers Training Trust 27055

Ohio Ave.

Kingston, WA 98346

(360) 297-3035

Evergreen Safety Council

12545 135<sup>th</sup> Ave. NE

Kirkland, WA 98034-8709

1-800-521-0778

The American Traffic Safety Services Association 15

Riverside Parkway, Suite 100

Fredericksburg, Virginia 22406-1022

Training Dept. Toll Free (877) 642-4637

Phone: (540) 368-1701

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

*(February 3, 2020)*

Section 1-10.2(3) is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition (in accordance with WAC 468-95) of the MUTCD, published by the U.S. Department of Transportation, and the 2005 draft version of the *Public Rights-of-Way Accessibility Guidelines* (PROWAG): <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines>. Judgment of the quality of devices furnished will be based upon *Quality Guidelines for Temporary Traffic Control Devices*, published by the American Traffic Safety Services Association. Copies of the MUTCD and *Quality Guidelines for Temporary Control Devices* may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.

In addition to the standards of the MUTCD described above, the Contracting Agency enforces crashworthiness requirements for most work zone devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has superseded the National Cooperative Highway Research Project (NCHRP) Report

350 as the established requirements for crash testing. Temporary traffic control devices manufactured after December 31, 2019 shall be compliant with the 2016 edition of the Manual for Assessing Safety Hardware (MASH 16) crash test requirements, as determined by the Contracting Agency, except as follows:

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.
3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book *Quality Guidelines for Temporary Traffic Control Devices*, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

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# TECHNICAL SPECIFICATIONS

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## **TECHNICAL SPECIFICATIONS FOR SNOW LAKES TRAIL BRIDGE REPLACEMENT**

### **1.1 PROJECT DESCRIPTION**

This contract consists of, but not limited to, providing all materials, labor, and equipment to remove an existing 7 foot driving surface width x 112 foot long timber deck and glu lam girders and install a 123 foot length timber deck steel girder bridge. Work includes refurbishment of existing concrete approach abutments; Furnishment and installation of steel wide flange girders, bearing supports, and bearings on existing piers, existing abutments and new abutments; Furnishment and installation of glued-laminated deck plank system; Furnishment and installation of rough sawn timber guardrail system; Construct cast-in-place or install new precast reinforced abutments; Stockpiling glulam girders from existing bridge; Disposal of all other existing bridge materials; Regrading and widening of approach access paths, riprap slope protection, and associated approach work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### **1.2 LOCATION**

This project is located on a private roadway near the Snow Lakes Trailhead, approximately 4.2 miles from the intersection of Hwy 2 and Icicle Road, Leavenworth, Washington, in Section 27, Township 24 North, Range 17 East, W.M..

### **1.3 CONTACT PERSON**

If you have any questions, please contact Contract Officer Pete Cruickshank, Chelan County Natural Resource Department at [pete.cruickshank@co.chelan.wa.us](mailto:pete.cruickshank@co.chelan.wa.us)

### **1.4 VISITING THE SITE**

Prospective bidders should visit the site to determine existing conditions that may affect the work. The work site may be accessed by parking at the US Forest Service Snow Lakes Trailhead and descending the trail to the bridge. Prospective bidders may walk the access road back out to the pavement to assess access but should note they are on an easement on private property near the residence and should be considerate of that fact.

An alternate access route may be used for both site examination and construction access through the City of Leavenworth's Water Treatment Facility and their adjacent access road, located at 7201 Icicle Road, Leavenworth, Parcel Number: 241727320050. See sheet 3 of Design Package.

The pre-bid site walk through Zoom meeting is scheduled for August 17<sup>th</sup>, 2020 at 11:00 a.m. Please join through <https://us02web.zoom.us/j/84538073253> or dial in at 253-215-8782 with meeting ID 845 3807 3253.

## **STANDARD SPECIFICATIONS**

### **2.1 APPLICABLE SPECIFICATIONS AND CODES**

These Technical Specifications are to be used in conjunction with the indicated section of the following:

- A. AASHTO – American Association of State Highway and Transportation Officials.
- B. ASTM – American Society of Testing and Materials.
- C. HPA – Hydraulic Project Approval.
- D. WSDOT – Washington State Department of Transportation
  - a. WSDOT specifications referenced herein will be the 2018 version.

## 2.2 PERMITS AND FEES

Owner has acquired an approved HPA, SEPA, and ESA determination for this project. Copies are contained herein, as known applicable at this time. Contractor shall obtain and pay all fees for licenses, permits and inspections required by laws, ordinances and rules governing work specified herein not already addressed and/or procured.

## 2.3 TIMING RESTRICTIONS

Work on the bridge, including prep which may impede pedestrian access across Icicle Creek may not begin prior to November 1, 2020 due to the permit window for accessing the Enchantment Permit Area. Staging and access improvements may begin prior to November 1, 2020 on the Icicle Peshastin Irrigation District Property but pedestrian access through US Forest Service property must remain open to the bridge slated for refurbishment.

## MATERIALS

Contractor, unless otherwise stated in the plans or these Technical Specifications, shall provide all materials required for this project.

### 3.1 RECORDS

Contractor shall keep an account of all materials used on this project and shall make such records available to Owner upon request at the conclusion of the contract.

### 3.2 5/8 INCH MINUS CRUSHED ROCK - Maintenance Rock WSDOT 9-03.9(4)

Base course and shoulder rock for asphalt surfaced roads shall consist of 5/8 inch minus crushed rock and shall meet the following requirements for gradation:

Sieve Size	Percent Passing by Weight
5/8 inch square	100%
1/2 inch square	90% - 100%
No. 4	45% - 66%
No. 40	10% - 25%
No. 200	7% max.

**3.3 1 ¼ INCH MINUS CRUSHED ROCK – Crushed Surfacing WSDOT 9-03.9(3)**

Surfacing for all roads shall consist of 1 ¼ inch minus crushed rock and shall meet the following requirements for gradation:

Sieve Size	Percent Passing by Weight
1 ¼ inch square	100 %
1 inch square	70% - 90%
⅝ inch square	50% - 80%
¼ inch square	30% - 50%
No. 40	3% - 18%
No. 200	7.5% max

**3.4 2 ½ INCH MINUS CRUSHED ROCK – Ballast WSDOT 9-03.9(1)**

Culvert bedding and surfacing for all roads shall consist of 2 ½ inch minus crushed rock and shall meet the following requirements for gradation:

Sieve Size	Percent Passing by Weight
2 ½ inch square	100 %
2 inch square	65% - 100%
1 inch square	50% - 70%
¼ inch square	30% - 50%
No. 40	16% max
No. 200	7.5% max

**3.5 ROADWAY EMBANKMENT FILL**

Roadway embankment fill shall consist of Common Borrow and may be obtained from the site excavation, providing the material meets specification, or other source.

**3.6 COMMON BORROW**

Common borrow shall consist of non-plastic, granular or non-granular soil and/or aggregate which is free of clay, wood, organic waste, coal, charcoal, or any other objectionable material. The material shall be considered non-plastic if the percent by weight passing the No. 200 sieve does not exceed 15%.

**3.7 LIGHT LOOSE RIPRAP**

Riprap shall consist of naturally occurring stone, placed on slopes as indicated on the plans. Light Loose Riprap shall be hard, sound and durable rock. It shall be free from segregation, seams,

cracks, and other defects tending to destroy its resistance to weather. Loose riprap shall be free of rock fines, soil, or other extraneous material. Light Loose Riprap shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Size Range</u>	<u>Maximum Size</u>
20% / 90%	300 lbs. to 1 ton	--
80% / --	50 lbs. to 1 ton	--
10% / 20%	--	50 lbs.

Riprap shall be placed by zero drop height method.

### **3.8 SOURCE OF 5/8 INCH MINUS CRUSHED ROCK**

It shall be the Contractor's responsibility to find commercial sources for 5/8 Inch Minus Crushed Rock.

### **3.9 SOURCE OF 1 1/4 INCH MINUS CRUSHED ROCK**

It shall be the Contractor's responsibility to find commercial sources for 1 1/4 Inch Minus Crushed Rock.

### **3.10 SOURCE OF 2 1/2 INCH MINUS CRUSHED ROCK**

It shall be the Contractor's responsibility to find commercial sources for 2 1/2 Inch Minus Crushed Rock.

### **3.11 SOURCE OF 3 INCH MINUS CRUSHED ROCK**

It shall be the Contractor's responsibility to find commercial sources for 3 Inch Minus Crushed Rock.

### **3.12 SOURCE OF COMMON BORROW**

Common Borrow may be obtained from the excavation work on site. Additional quantities will be the Contractor's responsibility to find commercial sources for Select Borrow.

### **3.13 SOURCE OF RIPRAP**

Existing Riprap that can be reclaimed from the site may be used provided equipment tracks do not leave the roadway. It shall be the Contractor's responsibility to find additional sources for Riprap as needed.

### **3.14 EROSION CONTROL - GRASS SEED**

Contractor shall furnish and evenly spread the seed mixture listed below on all exposed soils at a rate of 50 pounds per acre.

<b>Mixture Percent by Weight</b>	<b>Tolerance (%)</b>
30% Hard Fescue	+/- 10
20% Sheep Fescue	+/- 10

20% Crested Wheatgrass	+/- 10
20% Rush Intermediate Wheatgrass	+/- 10
10% Sherman Big Bluegrass	+/- 10

Weed seed shall not exceed 0.5% by weight. 85% germination is required.

Seed shall be furnished in standard containers on which the following shall be shown:

1. Common name of seed.
2. Net weight.
3. Percent of purity.
4. Percentage of germination.
5. Percentage of weed seed and inert material.

### **3.15 EROSION CONTROL – STRAW**

Contractor shall furnish and evenly spread a 2-inch layer of straw to all exposed soils generated by this project.

## **CONSTRUCTION REQUIREMENTS**

Contractor shall accomplish all work for this project as shown on the attached plans.

### **4.1 PRODUCTION SCHEDULE**

Contractor shall develop a production schedule on or before 10 working days prior to moving in equipment, which shall include completion dates.

### **4.2 CONTRACTOR CONSTRUCTION SURVEY**

Contractor shall establish centerline from the Owner reference points and stakes. Contractor shall use the Owner benchmark elevations. Contractor, if deemed necessary by Owner, shall reset stakes and RPs that are set by Contractor and are disturbed or destroyed during construction.

Survey control data will be provided to the Contractor prior to beginning construction. Survey control data will be made available electronically in AutoCAD and/or ASCII text raw data files. Electronic files of survey control reside with the Contracting Agency and will be provided to the Contractor upon request.

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

The Contractor shall be responsible for establishing and staking alignments, slopes, limits of excavation and key points of structures as shown on the Plans and as necessary for the construction of the project. Except for the survey control data to be furnished by the Contracting Agency, all other survey work required for accurate construction of the project shall be the Contractor's responsibility.

Survey records shall be maintained throughout the duration of construction activities. The records shall be adequate to allow the survey to be reproduced.

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 by the Contractor 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 clearing limits, placing stakes flagging at all angle points and at intermediate points not more than 50 feet apart.
3. Establish access road alignments and limits of excavation.
4. Establish Bridge structure locations as shown on Plans

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer. The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

#### **4.3 STREAM PROTECTION**

Tumbling rock and/or sedimentation from stormwater runoff shall be minimized during construction. Silt fences, sand bags, straw bales, or other suitable sediment control methods may be used.

#### **4.4 TRAFFIC CONTROL**

- A. Contractor shall install two advance notice of closure signs of minimum dimensions 3' X 3', one at each end of the bridge. All other signs and barricades necessary for the protection of pedestrian and vehicle traffic shall be provided by the Contractor and included in the Bid.
- B. Upon entering IPID property either through the private landowner driveway or the City of Leavenworth access, the contractor may close passage through the access road to pedestrian and vehicular traffic prior to November 1, 2020. The period of closure shall be kept to a maximum of 60 consecutive calendar days.

#### **4.5 WEATHER LIMITATION**

When, in the opinion of Engineer or Contracting Agency, the weather is such that satisfactory results cannot be obtained in any place of operation OR continued operations will result in substantial site degradation, Contractor shall suspend operations until the weather is favorable. Before and during any suspension, Contractor shall protect the work from damage or deterioration. Working Days lost to inclement weather conditions shall not count against Working Day Total.

#### **4.6 ROAD MAINTENANCE IN PROJECT AREA**

Contractor shall be responsible for maintaining the road within the project area from the time work starts until Contracting Agency gives final acceptance. The condition of the road upon final



acceptance shall be equal to or improved from its current condition.

#### **4.7 SPOILS WASTE AREA**

Waste from excavation shall be placed in the designated waste areas shown on the vicinity map. Contractor shall clear waste areas of woody material greater in diameter than 6 inches DBH within the area marked with orange flagging before placement of excavated fill material. Stumps over 24 inches may be left in place. Organic waste material shall be scattered, adjacent to the road on the forest side of the crossing. Excavated spoils not reused on site shall be placed in 2-foot lifts and compacted by routing construction equipment over the entire surface of each lift. No slopes shall exceed 1.5H:1V. Waste area shall be seeded with grass seed and covered with a 6-inch deep layer of straw following completion of final grading. Alternatively, the Contractor may dispose of spoils offsite at a location of their choosing.

#### **4.8 REMOVAL OF EXISTING STRUCTURE**

Contractor shall remove the existing bridge railing, deck, and girder structure. Upon removal some disassembly may be required. The glulam girder structures shall be stockpiled nearby on US Forest Service property at the direction of the Contract Officer. All other portions of the existing bridge shall be hauled off and disposed of by the Contractor at a legal disposal site of the Contractor's choosing. See estimated weights associated with existing bridge segments in Technical Specification 7, Estimated Quantities.

#### **4.9 STRUCTURE EXCAVATION**

Excavation shall consist of removal of all materials required to install the structure as shown on the plans and described in these specifications. Contractor is required to remove all brush, culvert structure and objects not part of the natural soils within the limits of the new embankment or as specified on the plans. Material encountered during excavation that meets or exceeds the minimum requirements for Common Borrow may be used for embankment fill. The unusable excavated material shall be removed to the designated waste area.

#### **4.10 CONSTRUCTION TOLERANCE**

Dimensions specified in the plans shall be constructed to the following tolerance:

<b>Dimension</b>	<b>Tolerance</b>
Road Width (feet)	+ 1.5
Road Elevation (feet)	+ 0.5
Centerline Alignment (feet)	± 0.5
Bridge Elevation (feet)	+ 0.25

#### **4.11 5/8 INCH MINUS CRUSHED ROCK BASE COURSE**

Base course shall be placed in accordance with the plans section. Base course rock shall be applied full depth to the road width specified on the plans with a rock slope of 1 ½:1.

#### **4.12 WATER**

Contractor shall add water to achieve optimum moisture conditions during compaction of embankment as needed.

**4.13 SURFACING COMPACTION**

Surfacing shall be compacted in lifts not to exceed 12 inches. Compaction shall be by a smooth-drum vibratory roller weighing at least 10,000 pounds. Four complete passes shall be made at a maximum operating speed of 3 mph. Other means of compaction may be deemed acceptable to achieve intent, dependent upon Contractor request and Engineer approval.

**4.14 BALLAST COMPACTION**

Ballast shall be compacted in lifts not to exceed 12 inches. Compaction shall be by a smooth-drum vibratory roller weighing at least 10,000 pounds. Four complete passes shall be made at a maximum operating speed of 3 mph. Other means of compaction may be deemed acceptable to achieve intent, dependent upon Contractor request and Engineer approval.

**4.15 EMBANKMENT CONSTRUCTION**

Common Borrow shall be placed to grade as shown on the plans, allowing for 6" compacted depth of surfacing and 12" compacted depth of ballast, or as specified/shown. Embankment shall be compacted full width in 12-inch lifts by four coverages with a vibratory drum roller weighing at least 10,000 pounds operating at a maximum speed of 3 mph. For embankment segments too narrow to accommodate a drum roller, a mechanical hand tamper, vibratory plate compactor or walk behind vibratory roller shall be used. With hand operated compaction equipment, three coverages shall be made in 6-inch lifts. Other means of compaction may be deemed acceptable to achieve intent, dependent upon Contractor request and Engineer approval.

**4.16 SUBGRADE**

Finished subgrade shall be crowned, uniform, firm, rut-free and shaped to ensure surface runoff in an even, unconcentrated manner.

**4.17 SURFACING**

Surfacing shall be placed in accordance with the plans section. Care shall be taken during placement and compaction so that no damage occurs to the existing and new improvements. Ballast rock shall be compacted prior to the placement or application of surfacing rock. Surfacing rock shall be applied full depth to the road width specified on the plans with a rock slope of 1 ½:1. A smooth transition shall be created between the existing road height and the post construction road height at a slope of no more than 20H:1V.

**4.18 CLEARING AND GRUBBING**

- A. Clearing and Grubbing: Fell all trees that lie within 2 feet of the cut or fill slopes. Remove all stumps that fall within 2 feet of the cut or fill slopes. Clear trees necessary to improve access on IPID property at the approval of the Contracting Officer or Engineer.
- B. Debris Disposal: Clearing and grubbing debris shall be scattered outside of clearing limits. Debris shall not be placed against standing timber. Logs shall be decked adjacent to the roadway.

**V. STRUCTURE**

The work covered by this section consists of the design, fabrication, delivery and installation of the structures to be constructed under this contract. All materials and procedures for all elements of this section shall conform to the Plans, Technical and Standard Specifications.

## 5.1 BRIDGE PROTECTION

- A. Metal tracked equipment shall not be used directly on the bridge wear surface at any time. If equipment must be run on the wear surface during construction, rubber-tired equipment or methods effective at preventing damage to wood wear surface shall be used.
- B. Dirt, rock, or other material tracked or spilled on the bridge shall be removed prior to final acceptance. Damage to the bridge shall be repaired at the Contractor's expense.

## VI. MEASUREMENT AND PAYMENT

### 6.1 PAYMENT OF LUMP SUM ITEMS

**Item 1** - Lump Sum - Mobilization and Demobilization: shall cover the costs of Plan Submittals required under general conditions including CHSP, SPCC, Project Schedule, and TCP as outlined in Section 1-05.8; moving all equipment to the job site; traffic control; cleaning up and removing any refuse; moving all equipment from the site; inspections and testing; acquisition and payment for permits, fees, bonds and insurance.

**Item 2** – Lump Sum – Survey: Payment will be made for the work done that is described in the previous sections *Contractor Surveying*. Contract price for "Surveying" shall be full pay for 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.

**Item 3** - Lump Sum – Remove, disassemble, stage, and dispose of existing bridge superstructure: shall include the cost of all equipment, labor and materials required to remove and dispose of existing bridge superstructure. Work shall include, but is not limited to the removal of existing superstructures including a timber decked bridge with glulam girders and wood guard rails and curb with scuppers, existing fasteners and mounting hardware; installation of temporary construction walkways, safety railing, debris catching netting and/or tarps, and other safety or permit related equipment. Upon removal the glulam girders will be staged on US Forest Service Property, all other bridge materials will be legally disposed of by means and methods of Contractor's choosing.

**Item 4** - Lump Sum – Furnish & Placement of new approach support abutments (concrete): shall include the cost of all equipment, labor and materials required to furnish and construct the additional abutments as shown on the plans and described in the specifications. Work shall include, but is not limited to removal of new abutment excavation spoils, the purchasing, delivery, placement and compaction of crushed rock for an abutment bearing pad; purchase, delivery, construction, assembly, and installation of a precast or cast in place concrete abutments.

**Item 5** - Lump Sum – Furnish/Prepare of wide-flange bearing supports: shall include the cost of all equipment, labor and materials required to furnish, deliver to the site, and prepare the wide flange bearing supports. Work shall include, but is not limited to the preparation of the existing pier and abutment surfaces and any other work necessary to prepare them to receive the following superstructure installation.

**Item 6** - Lump Sum – Furnish new wide-flange stringers: Work shall include, but is not limited to,

the cost of all equipment, labor and materials required to purchase, fabricate, and deliver to the site the new wide-flange stringers.

**Item 7 - Lump Sum – Furnish new deck system:** Work shall include but is not limited to the cost of all equipment, labor and materials required to purchase, fabricate, and deliver to the site the new deck system including glu-lam deck panels and spiked timber decking.

**Item 8 - Lump Sum – Furnish new guardrail system:** Work shall include, but is not limited to Guardrail Material submittal the cost of all equipment, labor and materials required to purchase, fabricate, and deliver to the site the new guardrail system.

**Item 9 - Lump Sum – Installation of new bridge superstructure:** Work shall include, but is not limited to Submittal of Type 2 Working Drawings for Bridge Superstructure and Decking; installation of Item 5 steel girders including drilling and installation of anchors for the securing of the bearing supports, placement of the bearing supports, Item 6 glu-lam deck panels and spiked timber driving surface installation, Item 7 wood guardrail and curb system installation, along with removal of all temporary debris catching and installation/safety systems required for the bridge work.

**Item 10 - Lump Sum – Earthwork and regrading of approach fills:** Work shall include, but is not limited to acquisition, delivery, and placement of crushed surfacing, ballast, and riprap for the bridge approaches as well as curve widening as shown on plans and/or as needed to allow installation equipment access to the site.

**Item 11 - Lump Sum – Temporary Erosion and Sediment Control and Revegetation:** shall include development and submittal of TESC Plan; the cost of all equipment, labor and materials required to furnish and construct the as shown on the plans and described in the specifications. Work shall include, but is not limited to acquisition, delivery and installation of temporary erosion and sediment control materials and revegetation seed, shrubs, and trees.

## VII. ESTIMATED QUANTITIES

Estimated Quantities shown within the tables below are to be used as reference materials to aid in bid estimating only and do not reflect how bid items will be measured and paid.

**Existing Bridge  
Estimated Weights  
by span (ref. design  
sheet 4 for Span ID)**

Span AB:	~4	Tn
Span BC	~7.5	Tn
Span CD	~5.5	Tn

**New Bridge Steel  
QTO's**

W21x50	108	LF
W21x73	261	LF
W12x72	46	LF
Railing 5/8" dia bolts	256	EA
5/8" dia x 12"	128	EA
5/8" dia x 25"	100	EA
5/8" dia Epoxy Anchors	72	EA
5/8" dia dome head bolts	366	EA
Diaphragm Steel	1800	lb

**New Bridge Timber  
QTO's**

Glulam Deck Panels 6.75"x12'-0"	123	LF
2"x12" Planks	1599	LF
6"x6" Timbers	811	LF
2"x8" Rails	492	LF

**New Concrete  
Abutment QTO's**

4ksi Abutment Concrete	12.5	CY
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## FEDERAL WAGE RATES

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"General Decision Number: WA20200065 07/03/2020

Superseded General Decision Number: WA20190065

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	03/13/2020

3

07/03/2020

CARP0059-011 06/01/2018

	Rates	Fringes
CARPENTER (Including Formwork)		
EAST OF 120TH MERIDIAN.....	\$ 33.40	16.40
MILLWRIGHT		
EAST OF 120TH MERIDIAN.....	\$ 45.42	18.83

(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

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CARP0770-002 06/01/2019



	Rates	Fringes
CARPENTER (Including Formwork)		
WEST OF 120TH MERIDIAN.....	\$ 45.92	16.52
MILLWRIGHT		
WEST OF 120TH MERIDIAN.....	\$ 47.42	16.52

(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
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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

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ELEC0191-013 06/01/2019

	Rates	Fringes
ELECTRICIAN		
DOUGLAS, CHELAN, and		

OKANOGAN Counties.....	\$ 42.45	21.34
ISLAND, SAN JUAN, SKAGIT, SNOHOMISH and WHATCOM Counties.....	\$ 46.45	23.66

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ENGI0302-010 06/01/2019

# WEST OF THE 120TH MERIDIAN

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 46.78	21.22
Group 1AA.....	\$ 47.46	21.22
Group 1AAA.....	\$ 48.14	21.22
Group 1.....	\$ 46.09	21.22
Group 2.....	\$ 45.50	21.22
Group 3.....	\$ 44.98	21.22
Group 4.....	\$ 42.10	21.22

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

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ENGI0370-023 07/01/2019

EAST OF THE 120TH MERIDIAN

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 28.46	17.25
GROUP 2.....	\$ 28.78	17.25
GROUP 3.....	\$ 29.39	17.25
GROUP 4.....	\$ 29.55	17.25
GROUP 5.....	\$ 29.71	17.25
GROUP 6.....	\$ 29.99	17.25
GROUP 7.....	\$ 30.26	17.25
GROUP 8.....	\$ 31.36	17.25

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: 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 inch 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.

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 IRON0086-008 07/01/2019

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 33.59	29.26

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\* LABO0348-008 06/01/2020

## ZONE 1:

	Rates	Fringes
LABORER		
GROUP 2.....	\$ 27.17	12.44
GROUP 3.....	\$ 29.74	12.44
GROUP 4.....	\$ 30.46	12.44
GROUP 5.....	\$ 30.99	12.44

## 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; Form-Stripping

GROUP 4: Pipe Layer; Pipelayer

GROUP 5: Mason Tender-Brick; ; Mason Tender-Cement/Concrete;  
Grade Checker; High Scaler

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PAIN0005-003 07/01/2018

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

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TEAM0690-006 01/01/2019

Rates	Fringes
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Truck drivers: (ANYONE  
WORKING ON HAZMAT JOBS SEE  
FOOTNOTE A BELOW)

ZONE 1:SPOKANE ZONE CENTER

GROUP 5.....\$ 27.12 17.40

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.

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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

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

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

is available at [www.dol.gov/whd/govcontracts](http://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)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

## WASHINGTON STATE PREVAILING WAGE RATES

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Chelan	Carpenters	Acoustical Worker	\$47.37	<u>7E</u>	<u>4X</u>	<u>8N</u>	<a href="#">View</a>
Chelan	Carpenters	Bridge, Dock And Wharf Carpenters	\$62.44	<u>7A</u>	<u>4C</u>		<a href="#">View</a>
Chelan	Carpenters	Floor Layer & Floor Finisher	\$47.37	<u>7E</u>	<u>4X</u>	<u>8N</u>	<a href="#">View</a>
Chelan	Carpenters	Form Builder	\$47.37	<u>7E</u>	<u>4X</u>	<u>8N</u>	<a href="#">View</a>
Chelan	Carpenters	General Carpenter	\$47.37	<u>7E</u>	<u>4X</u>	<u>8N</u>	<a href="#">View</a>
Chelan	Carpenters	Heavy Construction Carpenter	\$52.35	<u>7E</u>	<u>4X</u>	<u>9E</u>	<a href="#">View</a>
Chelan	Carpenters	Scaffold/Shoring Erecting & Dismantling	\$52.35	<u>7E</u>	<u>4X</u>	<u>8N</u>	<a href="#">View</a>
Chelan	Cement Masons	Journey Level	\$45.14	<u>7B</u>	<u>1N</u>		<a href="#">View</a>
Chelan	Fabricated Precast Concrete Products	Journey Level	\$13.50		<u>1</u>		<a href="#">View</a>
Chelan	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>		<a href="#">View</a>
Chelan	Flaggers	Journey Level	\$38.59	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Ironworkers	Journeyman	\$63.06	<u>7N</u>	<u>1O</u>		<a href="#">View</a>
Chelan	Laborers	Erosion Control Worker	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Air, Gas Or Electric Vibrating Screed	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Airtrac Drill Operator	\$42.30	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Ballast Regular Machine	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Batch Weighman	\$38.59	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Brick Pavers	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Brush Cutter	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Brush Hog Feeder	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Burner	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Caisson Worker	\$42.30	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Carpenter Tender	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Cement Dumper-paving	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Cement Finisher Tender	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Change House Or Dry Shack	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Chipping Gun (30 Lbs. And Over)	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Chipping Gun (Under 30 Lbs.)	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Choker Setter	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Chuck Tender	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Clary Power Spreader	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>

Chelan	<a href="#">Laborers</a>	Clean-up Laborer	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Form Stripper	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Placement Crew	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Crusher Feeder	\$38.59	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Curing Laborer	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Ditch Digger	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Diver	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Dry Stack Walls	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Dump Person	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Epoxy Technician	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Fine Graders	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Firewatch	\$38.59	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Form Setter	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Gabian Basket Building	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Gaurdail Erector	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	General Laborer	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Grinders	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Grout Machine Tender	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	High Scaler	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Jackhammer	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Laserbeam Operator	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Maintenance Person	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>

Chelan	<a href="#">Laborers</a>	Material Yard Person	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunit, Shotcrete, Water Blaster, Vacuum Blaster)	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pavement Breaker	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pilot Car	\$38.59	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Later Lead	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Pot Tender	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Reliner	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pipe Wrapper	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Pot Tender	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Powderman	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Powderman's Helper	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Power Jacks	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Raker - Asphalt	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Re-timberman	\$42.30	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Remote Equipment Operator	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rigger/Signal Person	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rip Rap Person	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rivet Buster	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Rodder	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Scaffold Erector	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Scale Person	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Sloper (Over 20")	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Sloper Sprayer	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Spreader (Concrete)	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Stake Hopper	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Stock Piler	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$41.79	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
Chelan	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$41.09	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>

Chelan	Laborers	Topper	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Track Laborer	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Track Liner (Power)	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Traffic Control Laborer	\$40.90	<u>7A</u>	<u>4V</u>	<u>9C</u>	<a href="#">View</a>
Chelan	Laborers	Traffic Control Supervisor	\$43.64	<u>7A</u>	<u>4V</u>	<u>9C</u>	<a href="#">View</a>
Chelan	Laborers	Truck Spotter	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Tugger Operator	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Tunnel Work-Guage and Lock Tender	\$42.40	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Tunnel Work-Guage and Lock Tender	\$42.40	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Vibrator	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Vinyl Seamer	\$41.09	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Watchmen	\$35.20	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Welder	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Well Point Laborer	\$41.79	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Laborers	Window Washer/Cleaner	\$35.20	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Landscape Construction	Landscape Construction/landscaping Or Planting Laborers	\$35.20	<u>7A</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
Chelan	Landscape Construction	Landscape Operator	\$66.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Asphalt Plant Operators	\$67.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Assistant Engineer	\$63.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Barrier Machine (zipper)	\$66.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Batch Plant Operator: concrete	\$66.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Bobcat	\$63.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$63.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Brooms	\$63.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Bump Cutter	\$66.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Cableways	\$67.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Chipper	\$66.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Compressor	\$63.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>
Chelan	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$63.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Conveyors	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes friction: 200 tons and over	\$69.20	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 20 Tons Through 44 Tons With Attachments	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$68.53	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$69.20	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: A-frame - 10 Tons And Under	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$68.53	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Crusher	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Deck Engineer/Deck Winches (power)	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators</a>	Elevator And Man-lift: Permanent And Shaft Type	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Forklift: 3000 Lbs And Over With Attachments	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Forklifts: Under 3000 Lbs. With Attachments	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Gradechecker/Stakeman	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Locator	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Operator	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks, 10 Tons And Under	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Motor Patrol Graders	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>



Chelan	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 100 Tons And Over	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Power Plant	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman (Certified)	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Rollagon	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Service Engineers - Equipment	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shotcrete/Gunite Equipment	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$68.53	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Crane Up To 175' In Height Base To Boom	\$67.84	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$68.53	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom	\$69.20	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/driver - 100 Tons And Over	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

Chelan	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver Under 100 Tons	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Welder	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$66.57	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$66.05	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Chainman	\$63.17	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Surveyors</a>	Construction Site Surveyor	\$67.16	<a href="#">7A</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Asphalt Mix Over 20 Yards	\$46.42	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Asphalt Mix To 20 Yards	\$46.05	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Dump Truck	\$46.05	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$46.42	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers</a>	Other Trucks	\$45.94	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mixers 20 yards and under	\$46.42	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>
Chelan	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mixers over 20 yards	\$46.75	<a href="#">5D</a>	<a href="#">1V</a>	<a href="#">8M</a>	<a href="#">View</a>

## Benefit Code Key for 7/31/2020

Note: Select View under \*Risk Class to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

<https://secure.lni.wa.gov/wagelookup/>

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## **WASHINGTON STATE WAGE BENEFIT KEY CODE**

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Benefit Code Key for 7/31/2020

Note: Select View under \*Risk Class to verify workers compensation insurance on your project. Use this tool to find and understand the insurance risk classifications to pay for the trade and occupations you are utilizing on your project. Workers' compensation risk classifications are determined by the nature of your project, nature of business or phase of construction.

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### Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. 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.
  - B. 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.
  - C. 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.
  - D. 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.
  - E. 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.
  - F. 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.
  - G. 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.
  - H. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - I. 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.
  - J. 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**

- 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.
- T. 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.
- U. 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**

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 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.
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.
  - 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.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- 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 (1 1/2) 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.

**Overtime Codes Continued**

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.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday 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 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. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 1/2) the straight time rate.

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

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

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

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

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

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

**Overtime CodesContinued**

4. Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.

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

**Holiday Codes**

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

**Holiday Codes Continued**

5. 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).
- 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.

**Holiday Codes Continued**

7. D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- 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.

**Holiday Codes Continued**

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

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.

. Holiday:WNew 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.

. HolidaysYNew 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.

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)



**Holiday Codes Continued**

15. 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.

E. Holidays: the day before New Year's Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day. (12)

**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.
- \$0.50. M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- 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.

**Note Codes Continued**

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

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

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

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

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

**Note Codes Continued**

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

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

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

C Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

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

D Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

**Insert as attachments:**

# **APPENDICES: PERMITS**



# HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 11, 2020  
Project End Date: May 09, 2025

Permit Number: 2020-2-110+01  
FPA/Public Notice Number: N/A  
Application ID: 21140

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
WDFW ATTENTION: Jenni Novak 303 S Mission St Wenatchee, WA 98801-6142	

**Project Name:** IPID Fish Screen

**Project Description:** There are four primary components of this project, they include the new IPID fish screen, power to the screen site, new bridge stringers, decking and hand rails, and improvements to the existing headgate. Icicle Creek is the major fish-bearing tributary to the Wenatchee River in Water Resources Inventory Area 45 and is designated as critical habitat for bull trout and steelhead. The fish screens for IPID diversion on Icicle Creek are not in compliance, the screens are undersized, the mesh openings are too big, there is no sweeping flow, and the approach velocity is too high. Fish are believed to be at high risk of impingement if entrained. There is no fish bypass to safely return fish that enter the ditch back to Icicle creek. Currently, the fish are returned to Icicle creek via a 15-foot drop onto a boulder that is not submerged for most of the irrigation season, likely resulting in injury or death (USFWS 2011a). The IPID intake is presently on the right bank at the diversion dam(47.543764, -120.713616) (RM 6.0); water is directed via a canal that runs parallel to Icicle Creek for 800 feet down to the existing fish screens, where the canal turns southeast before crossing Snow Creek.

Washington Department of Fish and Wildlife (WDFW) is proposing to replace and relocate the IPID fish screens downstream to their Snow Creek diversion site near where the Snow Lakes trail crosses IPID's irrigation ditch (47.541895, -120.711406) to bring them into compliance with current state and federal criteria. This location protects the screen from debris and high water during high flow events in the canyon and provides an adequate fish bypass back to Icicle Creek via Snow creek.

The vertical plate screen will be located on IPID property in the canal footprint and there is an existing access road to the site. The access road crosses a 112 foot long x 7 foot wide glu-lam bridge that spans Icicle creek to provide IPID access to their ditch and to their Snow creek diversion, and provides hikers access to the wilderness area beyond the proposed screen site via the Snow Lakes trail (1553). This bridge was originally constructed (prior to 1962) for IPID to access and maintain their infrastructure. The bridge has been rebuilt numerous times due to flood and fire damage. The existing bridge was damaged by debris conveyed in flood flows. A structural consultant (KPFF) has evaluated the existing stringers, piers, and abutments for load capacity. KPFF observed damage to the upstream bases of the existing stringers and evaluated an estimated loss in weight capacity for the bridge. (Report attached). It is necessary to increase the weight capacity and width of the existing bridge to allow trucks and equipment to use the bridge via the existing access road temporarily to construct the new fish screen. Once construction is complete, the bridge will only be used by a boom truck occasionally, as necessary for screen maintenance. Power to operate the cleaning mechanism for the new fish screen will be brought to the site via the existing access road and the Snow lakes trail bridge. Modifications to the existing headgate will also be needed to install a trash rack and a Waterman gate to help control the amount of water being diverted during irrigation season and allow it to be shut off in the off season.



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## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project on May 11, 2020 and you must complete the project by May 9, 2025; provided: all in-water work is completed between July 1-31 of any calendar year.
2. **RE-VEGETATION:** You must complete re-vegetation by no later than the first fall dormant season following construction, and you must monitor the success of the re-vegetation for three years post-planting.
3. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled IPID Screen Design\_Snow Ck Apr 20.pdf, received on April 7, 2020, and BRIDGE Design\_April2020.pd, received on April 20, 2020, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
4. **INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### NOTIFICATION REQUIREMENTS

5. **PRE-CONSTRUCTION CONTRACTOR MEETING:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least fourteen business days before starting work to arrange a pre-construction contractor meeting onsite. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.
6. **PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
7. **PHOTOGRAPHS:** You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.
8. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

### CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

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



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10. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
11. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
12. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
13. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
14. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
15. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
16. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
17. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
18. Do not burn wood treated with preservatives, trash, waste, or other deleterious materials waterward of the ordinary high water line.
19. Deposit all trash from the project at an appropriate upland disposal location.

### CONSTRUCTION MATERIALS

20. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
21. Do not stockpile construction material waterward of the ordinary high water line.
22. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).
23. Angular rock, the rock must be large enough and installed to withstand the 100-year peak flow.
24. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.
25. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at [www.wwpinstitute.org](http://www.wwpinstitute.org).

### IN-WATER WORK AREA ISOLATION USING A COFFERDAM STRUCTURE

26. Use a cofferdam, dike, or similar structure to exclude water from the work area.
27. Maintain water quality when installing and removing the cofferdam, dike or similar structure.
28. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.
29. Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
30. Sequence the work to minimize the duration of dewatering.



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### IN-WATER WORK WITHOUT A BYPASS OR COFFERDAM

31. A temporary bypass is not required when the following circumstances exist, provided you can comply with the Hydraulic Project Approval provisions:

- a) When installing a coffer dam, bypass or similar structure would cause greater impacts to fish life than it would prevent;
- b) When the work area is in deep or swiftly flowing water;
- c) When turbidity is not a concern (i.e. the stream is dry, very slow flow);
- d) When fish can be excluded by nets or screens; or
- e) When fish are not present.

### HEAD GATE INSTALLATION

32. Installation of Waterman gate into the existing headgate slides and installation of a trash rack will be completed utilizing a mini excavator, a backhoe, and hand tools.

33. Concrete use is limited to 1/10th yard and any fresh concrete will be isolated from the stream until cured.

### DIVERSION/INTAKES

34. A diversion structure must not hinder upstream and downstream adult and juvenile fish passage. If passage problems develop, the Washington Department of Fish and Wildlife may require you to modify the check or wing dam.

35. At pump stations, screens, and headgate areas, use excavation equipment or a suction dredge to remove accumulated silts and gravel from within twenty feet of the point of diversion unless otherwise permitted. Place material removed so it will not reenter waters of the state. The water diversion must be open during this work to capture disturbed sediment within the irrigation diversion and to prevent sediment from entering into the stream.

36. Equip and maintain any device used for diverting water from a fish-bearing watercourse with a fish screen approved by the Washington Department of Fish and Wildlife to prevent passage or impingement of fish. Maintain the fish screen and associated structures as necessary to achieve the approach velocity, a functional bypass, and fish protection criteria.

37. Equip diversions with a fish bypass mechanism to provide opportunity for fish entrained within a delivery canal to volitionally return to the stream.

38. Maintain diversion canals to maximize hydraulic gradient in the canal. This will minimize the need for work within the natural watercourse. Maintenance includes removing sediment and debris at the point of diversion.

39. If logs or other large woody material block water flow into a ditch or inhibit construction, relocate them within the ordinary high water line.

40. Clean and maintain the fish bypass mechanism prior to diverting water to ensure it is operational and will prevent injury or stranding of fish life.

41. Ensure that there is sufficient flow within the bypass mechanism to safely return fish life from the fish screen to state waters.

42. If at any point during water diversion there is insufficient instream flow to provide opportunity for fish life to migrate downstream, close the fish bypass until there is sufficient flow.

43. Prevent stranding or predation of fish life within a canal above the fish screens or within the fish bypass mechanism by slowly ramping down flows at the end of the irrigation season. Do not close the head gate completely until fish have either left the canal and bypass or are salvaged and returned to the stream. Head gates located downstream of the fish screen may be closed immediately at the end of the irrigation season.

### BRIDGE

44. Prevent the existing structure and associated construction materials from entering the stream when removing them.

45. Clean the bridge deck of aggregate or earth materials before removing and replacing the bridge deck.





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46. Dismantle and mechanically remove as much of the bridge as possible. Bridge parts that cannot be mechanically removed may be broken into the largest sections that can be safely handled and dropped into the stream. You must remove these sections from the stream immediately.

47. Install and maintain curbs or wheel guards to prevent aggregate or earth-type paving material from entering the stream.

48. Install the new stringers, new beams, new timber decking, and hand-rails as shown in the approved plans.

### DEMOBILIZATION AND CLEANUP

49. Do not relocate removed or replaced structures within waters of the state. Remove and dispose of these structures in an upland area above the limits of anticipated floodwater.

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

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

52. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.

53. Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife.

54. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

55. Install fencing or other structures to prevent livestock, wildlife, or unauthorized persons from accessing the replanted riparian and wetland sites until the plantings are well established.

56. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

57. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

58. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: IPID Fish Screen @ Snow Creek , , WA					
WORK START:	October 1, 2020			WORK END: April 15, 2022		
<u>WRIA</u>		<u>Waterbody:</u>		<u>Tributary to:</u>		
45 - Wenatchee		Icicle Creek (rb)		Wenatchee River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	28	24 N	17 E	47.54227	-120.711786	Chelan
<u>Location #1 Driving Directions</u>						



## HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 11, 2020

Project End Date: May 09, 2025

Permit Number: 2020-2-110+01

FPA/Public Notice Number: N/A

Application ID: 21140

Drive 5.6 miles up Icicle River Road to the Snow Lakes Trailhead parking area.

### APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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

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



## HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 11, 2020  
Project End Date: May 09, 2025

Permit Number: 2020-2-110+01  
FPA/Public Notice Number: N/A  
Application ID: 21140

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

### APPEALS INFORMATION

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

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

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

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



## HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 11, 2020  
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Permit Number: 2020-2-110+01  
FPA/Public Notice Number: N/A  
Application ID: 21140

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

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

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Habitat Biologist	Amanda.Barg@dfw.wa.gov
Amanda Barg	509-429-9285

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*Amanda R Barg* for Director  
WDFW



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL MARINE FISHERIES SERVICE**  
West Coast Region  
304 S. Water Street, Suite 201  
Ellensburg, Washington 98926-3617

Refer to NMFS No.: WCRO-2019-02628

September 23, 2019

Jeff Rivera  
Wenatchee River Ranger District  
Okanogan–Wenatchee National Forest  
600 Sherbourne  
Leavenworth, WA 98826

Re: Endangered Species Act Section 7 Informal Consultation and Magnuson–Stevens Fishery Conservation and Management Act Essential Fish Habitat Consultation for the Snow Lakes Trail Bridge #1 Replacement Project in Chelan County, Washington [Sixth-Field Hydrologic Unit Code (HUC6)]: Lower Icicle Creek, 170200110406.

Dear Mr. Rivera:

On September 17, 2019, the National Marine Fisheries Service (NMFS) received your request for a written concurrence that the Snow Lakes Trail Bridge #1 Replacement Project (Project) is not likely to adversely affect (NLAA) species listed as threatened or endangered or critical habitats designated under the Endangered Species Act (ESA). This response to your request was prepared by NMFS pursuant to section 7(a)(2) of the ESA, implementing regulations at 50 CFR 402, and agency guidance for preparation of letters of concurrence.

NMFS also reviewed the proposed action for potential effects on essential fish habitat (EFH) designated under the Magnuson–Stevens Fishery Conservation and Management Act (MSA), including conservation measures. This review was pursuant to section 305(b) of the MSA, implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation. In this case, NMFS concluded the action would not adversely affect EFH. Thus, consultation under the MSA is not required for this action.

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106–554). A complete record of this consultation is on file at NMFS' Columbia Basin Branch in Ellensburg, Washington.



### **Proposed Action and the Action Area**

The Wenatchee River Ranger District of the Okanogan–Wenatchee National Forest is proposing to issue a special-use permit to the Icicle Peshastin Irrigation District (IPID) for the Snow Lakes Trail Bridge #1 Replacement Project. The proposed action consists of two elements: replacing a bridge over Icicle Creek, and running electrical line to power a new fish screen.

The Snow Lakes trail bridge is a 112-foot long by 7-foot wide glulam bridge that spans Icicle Creek. The bridge provides IPID access to their irrigation ditch and Snow Creek diversion. It also provides hiking access to the Alpine Lakes Wilderness Area. The bridge was originally constructed (prior to 1962) for IPID to access and maintain infrastructure. It has been rebuilt numerous times due to flood and fire damage. It is necessary to increase the weight capacity and width of the existing bridge to allow trucks and equipment to access IPID's fish screen.

The proposed action entails replacing the existing glulam stringers with metal w-beams, new timber decking, and hand rails. The existing stringers will be unbolted from the existing concrete piers, lifted with a crane, and removed off site. New metal w-beam stringers will be set and anchored to the concrete piers. Then the bridge decking and handrails will be installed. Both the decking and handrail materials will be pre-treated using Klear-Guard, a metal free, non-corrosive, waterborne wood preservative that binds with the wood. The existing bridge footings will be used as is and all work will be performed above the ordinary high water mark (OHWM).

Staging for the bridge will occur offsite due to limited open space along the access road. To allow work on the bridge approach, some vegetation will need to be removed from IPID property, including the top of one cedar (less than 12 inches diameter at breast height; stump and roots to remain) and a few alder stems (less than 4 inches diameter at breast height) on the ditch side of the bridge. The alder stems are expected to grow back with a year or two.

The new fish screen will require a power supply for operation, and thus the action includes running electrical conduit to the screen site. Power will come off the elevated lines adjacent to the paved Icicle Road approximately 1,000 feet east of the Snow Lakes Trailhead parking lot entrance. Conduit will be buried within IPID's existing access easement across private property to the bridge. The power crosses 5 feet of U.S. Forest Service (USFS) land onto the bridge and will travel 115 feet in conduit along the bridge stringers. It will then be buried within the 10-foot-wide USFS easement on IPID property to the new screen site. A small excavator, such as a CAT 305, with a hydraulic hammer will be used to dig a trench 3 inches wide and 4 to 6 inches deep. Conduit carrying utility lines will be installed in the trench and covered by a cap of concrete 2 inches deep to meet code.

The work for these two projects is expected to occur over a 2 to 3 week period between March 15 and May 15 of 2020.

### **Action Area**

The ESA Action Area includes Icicle Creek at RM 5.4 and an existing access road from Icicle Road that crosses private property (via IPID easement; see Appendix A) across the Snow Lakes Trail bridge #1 and continues to IPID property.

### Action Agency's Effects Determination

The Forest Service determined the proposed project “may affect, but is not likely to adversely affect” Upper Columbia River (UCR) steelhead (*Oncorhynchus mykiss*), UCR spring-run Chinook salmon (*O. tshawytscha*), or any of their designated critical habitat.

Table 1. Listing status, status of critical habitat designations and protective regulations, and relevant Federal Register (FR) decision notices for ESA-listed species considered in this consultation. Listing status: ‘T’ means listed as threatened; ‘E’ means listed as endangered.

Species	Listing Status	Critical Habitat	Protective Regulations
<b>Chinook salmon (<i>Oncorhynchus tshawytscha</i>)</b>			
Upper Columbia River spring-run	E 6/28/05; 70 FR 37160	9/02/05; 70 FR 52630	ESA section 9 applies
<b>Steelhead (<i>O. mykiss</i>)</b>			
Upper Columbia River	T 1/05/06; 71 FR 834	9/02/05; 70 FR 52630	2/01/06; 71 FR 5178

### Consultation History

NMFS received your request for consultation, including the biological assessment on September 17, 2019, and began consultation on that date.

## ENDANGERED SPECIES ACT

### Effects of the Action

For purposes of the ESA, “effects of the action” means the direct and indirect effects of an action on the listed species or critical habitat, together with the effects of other activities that are interrelated or interdependent with that action (50 CFR 402.02). The applicable standard to find that a proposed action is NLAA-listed species or critical habitat is that all of the effects of the action are expected to be discountable, insignificant, or completely beneficial. Beneficial effects are contemporaneous positive effects without any adverse effects to the species. Insignificant effects relate to the size of the impact and should never reach the scale where take occurs. Discountable effects are those extremely unlikely to occur.

The Forest Service requested ESA-consultation on both UCR spring-run Chinook salmon and UCR steelhead and the designated critical habitat of both species. However, there is no designated habitat for UCR spring-run Chinook salmon in the action area.

The activities that comprise the proposed action will reduce shade, may increase sedimentation, and may alter fish behavior during construction. The effect of shade reduction will be insignificant to either species and to UCR steelhead critical habitat because the action will only remove the top of one cedar tree and a few limbs from a few alder trees at a site where Icicle Creek is well incised into boulder/bedrock valley segment. The effects of sedimentation will also be insignificant as the action in sum will only disturb a few yards of material (conduit trench), well above the OHWM of Icicle Creek, and disturbed material will be compacted so as to render it largely un-erodible. Activities other than the bridge deck work will not be detected by fish in



Icicle Creek and the bridge work itself will last only a few days, the effects to fish behavior and the consequences of those effects will be insignificant. Therefore, NMFS concurs with your determination of “may affect, not likely to adversely affect” for UCR steelhead and UCR spring-run Chinook salmon. Concurrence is based on the information in the biological assessment and is contingent upon full implementation of all the design criteria and minimization measures.

**Conclusion**

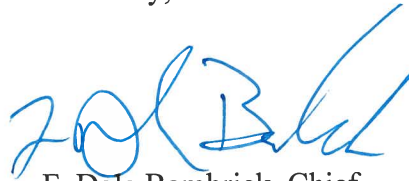
Based on this analysis, NMFS concludes that all effects of the proposed action are NLAA for both subject ESA-listed species and designated critical habitat for UCR steelhead.

**Reinitiation of Consultation**

Reinitiation of consultation is required and shall be requested by the Forest Service or by NMFS, where discretionary federal involvement or control over the action has been retained or is authorized by law and: (1) new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (2) the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in this concurrence letter; or if (3) a new species is listed or critical habitat designated that may be affected by the identified action (50 CFR 402.16). This concludes the ESA portion of this consultation.

Please direct questions regarding this letter to Justin Yeager, Columbia Basin Branch at (509) 962-8911 ext. 805 or [justin.yeager@noaa.gov](mailto:justin.yeager@noaa.gov).

Sincerely,



F. Dale Bambrick, Chief  
Columbia Basin Branch  
Interior Columbia Basin Area Office





## CHELAN COUNTY

### DEPARTMENT OF COMMUNITY DEVELOPMENT

316 WASHINGTON STREET, SUITE 301, WENATCHEE, WA 98801

TELEPHONE: (509) 667-6225 FAX: (509) 667-6475

## SEPA NOTICE ISSUANCE OF DETERMINATION OF NON-SIGNIFICANCE (DNS)

**Project Description:** Icicle Creek Boulder Field Fish Habitat Improvement Project - Step-pool channel construction and City of Leavenworth Water Line and Fish Screen Replacement

**File Number:** SDP 18-299

**Parcel Number:** 241727311250

**Related Parcels:** 241727320050, 241727320100

**Site Address:** 7201 Icicle Road, Leavenworth, WA 98826

**Owners:** Icicle Irrigation District  
PO Box 371, Cashmere, WA 98815  
City of Leavenworth  
PO Box 287, Leavenworth, WA 98826  
United States of America, Dept. of Interior, BLM Spokane Dist Office  
1103 N Fancher Rd., Spokane, WA 99212

**Applicant:** Trout Unlimited  
103 Palouse Street, Suite 103, Wenatchee, WA 98801

**Agent:** ECOLUTION  
1910 East 4TH Avenue, PMB 193, Olympia, WA 98506

**Lead Agency:** Chelan County Department of Community Development

An application for a shoreline substantial development permit to construct a step-pool channel to enhance fish passage to more than 23 miles of habitat in the upper reaches of Icicle Creek. The development includes: construction of 150 lineal feet of step-pools along the left bank of the reach and some of the channel, removal of boulders to improve flow and reduce downstream turbulence, placing of boulders in gaps between existing boulders to raise tailwater in plunge pool below falls, shaping of at least 20-30 boulders greater than 500 cubic feet in volume, excavation of material from left bank for step-pools, partial or full replacement of City of Leavenworth water supply pipeline between screen house and the Water Treatment Plant, and replacement of City of Leavenworth fish screen and fish screen house. The application contains provisions for a temporary erosion and sediment control plan for all construction activities, seeding and mulching for disturbed slopes, and re-stabilization to pre-project conditions.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Non-Significance is issued under WAC 197-11-355, Optional DNS. No additional comment period is required.

**Responsible Official:** Dave Kuhl, Director / SEPA Responsible Official

**Address:** Chelan County Department of Community Development  
316 Washington Street, Suite 301  
Wenatchee, WA 98801

**Phone:** (509) 667-6228

**Signature:**



Dave Kuhl, SEPA Responsible Official

**Date:**

5/3/19

**Date of Issuance:** \_\_\_\_\_

**Date of Publication:** \_\_\_\_\_