

# **CHELAN COUNTY PUBLIC WORKS DEPARTMENT**



## **CRP 730 STEMILT BRIDGE #103 CHANNEL RESTORATION**

**Contract Provisions and Plans**  
August 2025

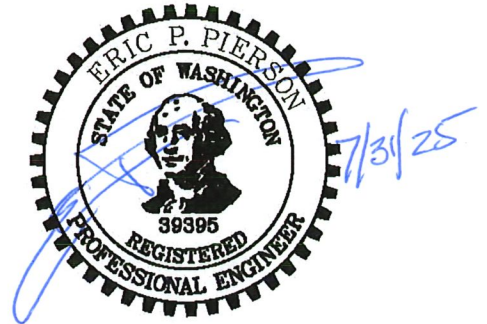


# **STEMILT BRIDGE #103** **CHANNEL RESTORATION**

County Road Project No. 730 (CRP 730)

***Bid Opening: August 26, 2025 @ 9:30:00 A.M. Pacific Time***

PS&E/Design Approved By:  
Eric Pierson, PE  
Chelan County Engineer/Public Works Director



PS&E/Design Designed By:  
Ryan Sheean, PE  
PACE Engineers, Inc./Senior Project Manager



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# ***BID DOCUMENTS***

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## **BIDDING INSTRUCTIONS**

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The Bidder's attention is called to the following forms. In order to be considered for award the sealed bid must contain all forms fully completed, signed and submitted together as the Bid Proposal Package prior to the time of bid opening.

### **A. BIDDING CHECKLIST**

**Please check to make sure you have completed and submitted the following documents:**

1. **\_\_\_\_\_ Bid Proposal** - Bidders must bid on all bid items contained in the Proposal. The omission or deletion of any bid item will be considered irregular and may be cause for rejection of the bid.
2. **\_\_\_\_\_ Proposal Signature Page**
3. **\_\_\_\_\_ Bid Proposal Bond or Bid Deposit** – The amount of the bid bond or bid deposit shall not be less than five percent (5%) of the total amount of the bid.
4. **\_\_\_\_\_ Bidder Information & References Sheet**
5. **\_\_\_\_\_ Bonding and Claims Disclosure**
6. **\_\_\_\_\_ Certification of Compliance with Wage Payment Statutes (DOT Form 272-009)**
7. **\_\_\_\_\_ Non-Collusion Declaration (DOT Form 272-036I)**
8. **\_\_\_\_\_ Bidder Questionnaire (DOT Form 272-022), Required for Federal Aid Contracts**
9. **\_\_\_\_\_ Local Agency Subcontractors List (DOT Form 271-015LP), when applicable**

**Chelan County will accept only those Proposals properly executed on the authorized prepared forms supplied by the County and in compliance with Section 1-02.6 "Preparation of Proposal" of the contract specifications. A Bidder's failure to fully complete, execute, and submit together all of the above documents shall be cause for the County to consider the Proposal irregular and to be rejected.**

**Any alteration not initialed by the Bidder may be cause for deeming the bid proposal irregular and rejecting of the bid.**

**Proposal forms shall be completed by typing or shall be printed in ink by hand.**

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## **BIDDING INSTRUCTIONS**

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### **B. WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL**

Any withdrawing, revising or supplementing of proposal shall follow the requirements of Section 1-02.10 of the contract provisions. Any unsealed clarification information received by the Clerk which discloses price will not be considered by the Board of Chelan County Commissioners and shall result in rejection of the entire bid.

### **C. CONTRACT DOCUMENTS FOLLOWING AWARD**

The successful Bidder shall fully and timely complete, execute and submit the following documents to Chelan County Public Works.

1. Contract – The written contract to be executed by the successful Bidder.
2. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety.
3. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
4. Information for DBE Contractors, when applicable:
  - I. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:
    - Correct business name, federal employee identification number (if available), and mailing address.
    - A list of all bid items assigned to each successful DBE firm, including unit prices and extensions.
    - A description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of work under each item to be performed by the DBE and including the dollar value of the DBE portion.
  - II. A list of all firms who submitted a Bid or Quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.



**CALL FOR BIDS**  
**Stemilt Bridge #103 Channel Restoration**  
**CRP 730**

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30:00 A.M. on August 26, 2025**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of the Stemilt Bridge #103 Channel Restoration, by constructing Clearing and Grubbing, Channel Excavation, Utility Hanger System, Plant Selection, Streambed Sediment/Cobbles/Boulders, Temporary Stream Diversion, Fencing, project temporary traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project plans and specifications may be viewed at [www.co.chelan.wa.us/public-works/pages/bidding-opportunities](http://www.co.chelan.wa.us/public-works/pages/bidding-opportunities). A hard copy of the Project plans and specifications can be obtained from the office of the Chelan County Public Works Department, at 316 Washington Street, Suite 402, Wenatchee, Washington 98801. Public Works' telephone number is **509.667.6415**. A **non-refundable** \$50.00 fee is required in advance for each hard copy of the plans.

A bid deposit in the amount of 5% of the bid shall accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: **"SEALED BID FOR CRP 730, Stemilt Bridge #103 Channel Restoration,"** on the outside of the envelope.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this 5<sup>th</sup> day of August 2025.



ATTEST: ANABEL TORRES

  
Clerk of the Board

BOARD OF COMMISSIONERS FOR  
CHELAN COUNTY

  
SHON SMITH, Chair

  
KEVIN OVERBAY, Commissioner

  
BRAD HAWKINS, Commissioner

## **BID PROPOSAL**

### **Stemilt Bridge #103 Channel Restoration CRP 730**

To: Board of Chelan County Commissioners  
400 Douglas Street, Wenatchee, Washington 98801

The undersigned certify that they have examined the location of the Stemilt Bridge #103 Channel Restoration, County Road Project No. 730 (CRP 730) 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, contract and the following schedule:

***NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.***

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
1	1.00	L.S.	MOBILIZATION		
2	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
3	1.00	L.S.	SPCC PLAN		
4	0.08	ACRE	CLEARING AND GRUBBING		
5	140.00	L.F.	REMOVE WIRE FENCE		
6	313.00	C.Y.	CHANNEL EXCAVATION INCL. HAUL		
7	1.00	L.S.	UTILITY HANGER SYSTEM		
8	5.00	DAY	ESC LEAD		
9	180.00	L.F.	WATTLE		
10	12.00	C.Y.	FILTER BLANKET		
11	152.00	L.F.	LIVE STAKE ROW		
12	60.00	EACH	PLANT SELECTION – PERENNIAL PLUG		
13	700.00	S.Y.	SEEDING AND FERTILIZING		
14	140.00	L.F.	WIRE FENCE		
15	48.00	C.Y.	STREAMBED SEDIMENT		
16	81.00	C.Y.	STREAMBED COBBLES 10-INCH		
17	32.00	C.Y.	STREAMBED BOULDER – TYPE 1		
18	5.00	EACH	STREAMBED BOULDER – TYPE 3		
19	35.00	TON	STREAMBED SAND		
20	82.60	TON	ROCK FOR EROSION AND SCOUR PROTECTION CLASS B		

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	UNIT PRICE Dollars	AMOUNT Dollars
21	1.00	L.S.	TEMPORARY STREAM DIVERSION		
22	1000.00	EST.	FISH EXCLUSION ASSISTANCE	\$1.00	\$1,000.00
23	2000.00	EST.	FISH BLOCK NET MAINTENANCE	\$1.00	\$2,000.00
					<b>TOTAL: \$ _____</b>

## **PROPOSAL SIGNATURE PAGE**

To the Board of Chelan County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the construction site and has read and thoroughly understands the Project plans, specifications, addenda and contract governing the work and the manner by which payment will be made for such work.

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 agrees to fully and completely perform all work required under the plans, specifications, addenda and contract if awarded the contract.

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

- ☐ Cashier's Check \_\_\_\_\_ Dollars
- ☐ Certified Check (\$\_\_\_\_\_) Payable to Treasurer of Chelan County, Washington
- ☐ Proposal Bond In the amount of 5% of the Bid

**Checks must be payable to the Treasurer of Chelan County, Washington and should reference the project number and name.**

Receipt is hereby acknowledged of Addendum(s) No(s). \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Printed Bidder Name		Mailing Address	
Authorized Signature	City	State	Zip Code
Printed Name of Signatory	Title	Telephone	Fax

**Note:**

- (1) This proposal form is not transferable and any alteration of the Bidder's name entered hereon without prior permission from Chelan County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the contract specifications, re: "Preparation of Proposal".

## **BID PROPOSAL BOND**

Bond No. \_\_\_\_\_

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 Chelan County 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 highway construction, to wit:

The Chelan County Road Project No. 730 (CRP 730) provides for the improvement of the Stemilt Bridge #103 Channel Restoration, by constructing Clearing and Grubbing, Channel Excavation, Utility Hanger System, Plant Selection, Streambed Sediment/Cobbles/Boulders, Temporary Stream Diversion, Fencing, project temporary traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, and addenda thereto

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid 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 Chelan County 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 \_\_\_\_\_, \_\_\_\_\_.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Type or Print: Principal's Name

\_\_\_\_\_  
Type or Print: Surety's Name

\_\_\_\_\_  
Signature: Principal or Authorized Officer

\_\_\_\_\_  
Signature: Surety or Authorized Agent

\_\_\_\_\_  
Attorney-in-Fact, Surety

## **BIDDER INFORMATION & REFERENCES SHEET**

### **A. BIDDER:**

\_\_\_\_\_  
Bidder Name (Exactly as Registered in Washington)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
State of Washington Contractor's License Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Federal Tax Number

\_\_\_\_\_  
UBI Number

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation/type \_\_\_\_\_

Joint Venture \_\_\_\_\_ LLC \_\_\_\_\_ Other (specify) \_\_\_\_\_

Names of all principals, officers, partners, joint venturers or members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **B. REFERENCES**

Provide references for three comparable projects constructed by Bidder within previous five years. A separate page maybe attached, provided it contains the information below.

	Project Name	Agency	Contact & Phone Number	Year Completed	Bid Amount
1					
2					
3					



## **BONDING AND CLAIMS DISCLOSURE**

\_\_\_\_\_  
Bonding Company Name (Exactly as Registered) for Bidder's Continuous Contractor's Surety Bond

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Registration Bond No.

\$ \_\_\_\_\_  
Amount

\_\_\_\_\_  
Expiration Date

1. Are there claims pending against the Bidder's Continuous Contractor's Surety Bond? ☐ Yes ☐ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have there been tax liens or judgments against the Bidder filed by the Internal Revenue service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three years resulting from non-payment of employee taxes? ☐ Yes ☐ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Are there any lawsuits or unsatisfied judgments pending against the Bidder? ☐ Yes ☐ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

**Bidder Name:** \_\_\_\_\_  
Name of Contractor/Bidder - Print full legal entity name of firm

**By:** \_\_\_\_\_  
Signature of authorized person                      Print Name of person making certifications for firm

**Title:** \_\_\_\_\_  
Title of person signing certificate

**Place:** \_\_\_\_\_  
Print city and state where signed

**Date:** \_\_\_\_\_

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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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

# ***CONTRACT DOCUMENTS***

## CONTRACT

THIS CONTRACT is entered into between Chelan County, Washington, (the "Contracting Agency"), whose address is 316 Washington Street, Suite 402, Washington, 98801, and (Contractor Name) \_\_\_\_\_, whose address is (Contractor Address) \_\_\_\_\_ hereinafter the "Contractor".

### WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

1. **Description of the Work.** The Contractor shall do all work and furnish all tools, materials, and equipment for the improvement of the Stemilt Bridge #103 Channel Restoration, by constructing Clearing and Grubbing, Channel Excavation, Utility Hanger System, Plant Selection, Streambed Sediment/Cobbles/Boulders, Temporary Stream Diversion, Fencing, project temporary traffic control, and other work, all in accordance with the attached contract plans, these contract provisions, and the standard specifications, and addenda thereto.
2. **Standard specifications.** Except as expressly provided in the project contract provisions and plans incorporated herein, the 2025 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation (the "Standard Specifications"), is adopted and incorporated into this Contract by this reference. All work shall be in accordance with the Standard Specifications and as described in the plans, specifications and addenda hereby incorporated by this reference as though fully set forth.
3. **Scope of the Work.** The County hereby employs the Contractor to provide all labor, materials and equipment to do and complete the above-described work according to the Standard Specifications, attached plans, specifications and addenda and the terms and conditions herein contained. The Contractor shall provide and bear the expense of all work and labor, material and equipment of any kind whatsoever that may be required for constructing and completing the work provided for in this Contract and every part thereof, except such as are expressly furnished by the County according to the plans, specifications and addenda. The Contractor does hereby agree to fully and completely perform all the terms, conditions and promises contained in this Contract, the plans, specifications and addenda and the Standard Specifications, as well as all other requirements of federal and state law and regulations pertaining to the work to be performed.
4. **Payment.** The County agrees to pay for the Work according to the Standard Specifications and at such time, in such manner and upon such conditions as provided for in the Standard Specifications.
5. **Alterations to Work; Additional Work.** The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this Contract that may be ordered in writing and to pay for the same under the terms of this Contract and the Standard Specifications.

6. **Venue.** Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington.

7. **Complete Contract.** This Contract contains all terms and conditions agreed upon by the parties. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this Contract and the Board of County Commissioners has caused this Contract be executed by, and in the name of Chelan County, Washington

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

CONTRACTOR:

(Contractor Name)

By : \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip



Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
SHON SMITH, Chair

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

\_\_\_\_\_  
BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
STEWART R. SMITH  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
ERIC P. PIERSON, P.E.  
Director/County Engineer

Date: \_\_\_\_\_

## PAYMENT AND PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_,

as Principal, and \_\_\_\_\_ as Surety,  
are jointly and severally held and bound unto Chelan County, Washington, in the full penal sum  
of:

(\$\_\_\_\_\_).

We jointly and severally bind ourselves, our heirs, successors and assigns, by these presents.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the Principal executed a certain  
contract with Chelan County, Washington, by the terms, conditions and provisions of which, the  
Principal, agrees to furnish all labor, material, and equipment for certain public work, to wit:

The Principal will undertake and complete the following project:

The Chelan County Road Project No. 730 (CRP 730) provides for the improvement of the  
Stemilt Bridge #103 Channel Restoration, by constructing Clearing and Grubbing, Channel  
Excavation, Utility Hanger System, Plant Selection, Streambed  
Sediment/Cobbles/Boulders, Temporary Stream Diversion, Fencing, project temporary  
traffic control, and other work, all in accordance with the attached Contract Plans, these  
Contract Provisions, and the Standard Specifications, and addenda thereto.

All according to the 2025 Standard Specifications for Road, Bridge and Municipal  
Construction, State of Washington, Department of Transportation, and the plans,  
specifications and addenda thereto

A copy of the executed contract and all specifications plans and addenda are incorporated  
herein by this reference as though fully set forth herein.

NOW, THEREFORE, the conditions of this bond are such that, if the Principal shall fully and  
completely:

- 1) comply with and perform all the terms, conditions, and promises of the contract;
- 2) furnish all labor, materials and equipment necessary to perform all work under the  
contract, and do so within the time required under the contract;
- 3) indemnify, defend and hold Chelan County harmless against any and all direct or  
indirect claims for damages to persons or property caused by or arising from the

acts or omissions of the Contractor or any of the Contractor's employees, agents or subcontractors;

- 4) pay all persons and entities furnishing labor, materials and/or equipment for performance of any work under the contract, whether furnished directly or indirectly to the Contractor;
- 5) perform the contract according to law, and
- 6) continue to diligently and continuously perform all the foregoing conditions until final acceptance of the work by Chelan County;

THEN AND ONLY THEN, this obligation shall be null, void and fully discharged.

WITNESS our hands this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Type or Print: Principal's Name:

\_\_\_\_\_  
Signature: Principal or Authorized Officer

\_\_\_\_\_  
Type or Print: Surety's Name

\_\_\_\_\_  
Signature: Surety or Authorized Officer-Agent

\_\_\_\_\_  
Signature: Attorney in Fact, Surety

\_\_\_\_\_  
Licensed (Resident) Agent or Surety Company

\_\_\_\_\_  
Name and Address, Local Office of Agent

## CERTIFICATE OF INSURANCE

This is to certify that the \_\_\_\_\_  
Insurance Company

of \_\_\_\_\_  
City State Zip

has issued policies of insurance, as described below and identified by policy number, to the insured named below and to certify that such policies are in full force and effect at this time. Chelan County, Washington has been named as an additional named insured on all such policies. It is agreed that none of these policies may be canceled or reduced in coverage without thirty (30) days prior written notice, served by certified mail, return receipt requested, and received by Chelan County, Board of County Commissioners, 400 Douglas Street, Wenatchee, Washington.

1. Insured: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Status of Insured: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_  
Individual \_\_\_\_\_ Joint Venture \_\_\_\_\_
4. Location of Operations Insured: \_\_\_\_\_
5. Description of Operations Insured: \_\_\_\_\_  
\_\_\_\_\_

### INSURANCE POLICIES IN FORCE

**Indicate Form of Coverage, Policy Number and Policy Expiration Date (if applicable)**

Commercial General Liability

\_\_\_\_\_

Automobile Liability

\_\_\_\_\_

Railroad Protective Liability

\_\_\_\_\_

Policies include coverage for:	<u>YES</u>	<u>NO</u>
Damage caused by blasting, collapse or structural injury or damage to underground utilities?	_____	_____
Liability assumed in construction agreements and other types of contracts or the insured operations?	_____	_____
All owned, hired or non-owned automotive equipment used in connection with the insured operations?	_____	_____

## LIMITS OF LIABILITY

### Form of Coverage

Commercial General Liability	Each Occurrence \$ _____	General Aggregate \$ _____
	Products & Completed Operations Aggregate \$ _____	
	Personal & Advertising Injury Each Offence \$ _____	
	Stop/ Gap Employers' Liability Each Accident \$ _____	
Automobile Liability	Combined Single Limit Each Accident \$ _____	
Railroad Protective Liability	Per Occurrence \$ _____	Per Aggregate \$ _____

Date: \_\_\_\_\_

Issued: \_\_\_\_\_

\_\_\_\_\_  
Insurance Company/ Producer

\_\_\_\_\_  
Authorized Representative Signature

***STATE  
PREVAILING WAGE RATES***



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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 08/26/2025

## Chelan County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	\$52.24	<b>5D</b>	<b>1H</b>	
Boilermakers	Journey Level	\$77.39	<b>5N</b>	<b>1C</b>	
Brick Mason	Journey Level	\$59.64	<b>5A</b>	<b>1M</b>	
Building Service Employees	Janitor	\$16.66		<b>1</b>	
Building Service Employees	Shampooer	\$16.66		<b>1</b>	
Building Service Employees	Waxer	\$16.66		<b>1</b>	
Building Service Employees	Window Cleaner	\$16.66		<b>1</b>	

Cabinet Makers (In Shop)	Journey Level	\$22.09		<b>1</b>	
Carpenters	Acoustical Worker	\$78.96	<b>15J</b>	<b>11U</b>	
Carpenters	Bridge Dock and Wharf Carpenter	\$80.50	<b>15J</b>	<b>11U</b>	<b>9L</b>
Carpenters	Bridge, Dock & Wharf Carpenter	\$80.50	<b>15J</b>	<b>4C</b>	
Carpenters	Floor Layer & Floor Finisher	\$78.96	<b>15J</b>	<b>11U</b>	
Carpenters	General Carpenter	\$78.96	<b>15J</b>	<b>11U</b>	
Carpenters	Scaffold Erector	\$78.96	<b>15J</b>	<b>11U</b>	
Cement Masons	Journey Level	\$56.59	<b>7B</b>	<b>1N</b>	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Dive Supervisor	\$157.75	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Diver	\$156.25	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Diver Tender	\$86.86	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	<b>15J</b>	<b>11U</b>	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$118.99	<b>15J</b>	<b>11U</b>	

## 31.01-44.00 PSI

Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$128.22	<b>15J</b>	<b>11U</b>	
	44.01 - 54.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$137.45	<b>15J</b>	<b>11U</b>	
	54.01 - 60.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$146.67	<b>15J</b>	<b>11U</b>	
	60.01 - 64.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$155.90	<b>15J</b>	<b>11U</b>	
	64.01 - 68.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$165.13	<b>15J</b>	<b>11U</b>	
	68.01 - 70.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$174.36	<b>15J</b>	<b>11U</b>	
	70.01 - 72.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	\$183.59	<b>15J</b>	<b>11U</b>	
	72.01 - 74.00 PSI				
Divers & Tenders	Lead Diver (Dive Master)	\$101.32	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Manifold Operator (Life Support Technician)	\$86.86	<b>15J</b>	<b>11T</b>	<b>9I</b>

Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$86.86	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$86.86	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Remote Operated Vehicle Tender	\$80.55	<b>15J</b>	<b>11T</b>	<b>9I</b>
Divers & Tenders	Stand-by Diver	\$96.32	<b>15J</b>	<b>11T</b>	<b>9I</b>
Dredge Workers	Assistant Engineer	\$85.37	<b>5D</b>	<b>3F</b>	
Dredge Workers	Assistant Mate (Deckhand)	\$84.71	<b>5D</b>	<b>3F</b>	
Dredge Workers	Boatmen	\$85.37	<b>5D</b>	<b>3F</b>	
Dredge Workers	Engineer Welder	\$87.02	<b>5D</b>	<b>3F</b>	
Dredge Workers	Leverman, Hydraulic	\$88.77	<b>5D</b>	<b>3F</b>	
Dredge Workers	Mates	\$85.37	<b>5D</b>	<b>3F</b>	
Dredge Workers	Oiler	\$84.71	<b>5D</b>	<b>3F</b>	
Drywall Applicator	Journey Level	\$78.76	<b>150</b>	<b>11S</b>	
Drywall Tapers	Journey Level	\$78.76	<b>150</b>	<b>11S</b>	
Electrical Fixture Maintenance Workers	Journey Level	\$16.66		<b>1</b>	
Electricians - Inside	Cable Splicer	\$95.85	<b>7H</b>	<b>1E</b>	

Electricians - Inside	Construction Stock Person	\$46.03	<b>7H</b>	<b>1D</b>	
Electricians - Inside	Journey Level	\$89.75	<b>7H</b>	<b>1E</b>	
Electricians - Motor Shop	Craftsman	\$16.66		<b>1</b>	
Electricians - Motor Shop	Journey Level	\$16.66		<b>1</b>	
Electricians - Powerline Construction	Cable Splicer	\$102.42	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Certified Line Welder	\$93.99	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Groundperson	\$59.30	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$93.99	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Journey Level Lineperson	\$93.99	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Line Equipment Operator	\$80.96	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Meter Installer	\$59.30	<b>5A</b>	<b>4D</b>	<b>8W</b>
Electricians - Powerline Construction	Pole Sprayer	\$93.99	<b>5A</b>	<b>4D</b>	
Electricians - Powerline Construction	Powderperson	\$69.84	<b>5A</b>	<b>4D</b>	

Electronic Technicians	Electronic Technicians Journey Level	\$58.51	<b>5B</b>	<b>1B</b>	
Elevator Constructors	Mechanic	\$115.14	<b>7D</b>	<b>4A</b>	
Elevator Constructors	Mechanic In Charge	\$124.53	<b>7D</b>	<b>4A</b>	
Fabricated Precast Concrete Products	Journey Level	\$16.66		<b>1</b>	
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.66		<b>1</b>	
Fence Erectors	Fence Erector	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Fence Erectors	Fence Laborer	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Flaggers	Journey Level	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Glaziers	Journey Level	\$46.70	<b>7L</b>	<b>4L</b>	
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$91.81	<b>15H</b>	<b>11C</b>	
Heating Equipment Mechanics	Journey Level	\$74.38	<b>6Z</b>	<b>1B</b>	
Hod Carriers & Mason Tenders	Journey Level	\$55.31	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Industrial Power Vacuum Cleaner	Journey Level	\$16.66		<b>1</b>	
Inland Boatmen	Journey Level	\$16.66		<b>1</b>	

Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Cleaner Operator	\$51.27	<b>15M</b>	<b>110</b>	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Foamer Operator	\$51.27	<b>15M</b>	<b>110</b>	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Grout Truck Operator	\$51.27	<b>15M</b>	<b>110</b>	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Head Operator	\$49.20	<b>15M</b>	<b>110</b>	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	Technician	\$42.99	<b>15M</b>	<b>110</b>	
By Remote Control					
Inspection/Cleaning/Sealing					
Of Sewer & Water Systems	TV Truck Operator	\$46.10	<b>15M</b>	<b>110</b>	
By Remote Control					
Insulation Applicators	Journey Level	\$78.96	<b>15J</b>	<b>11U</b>	
Ironworkers	Journeyman	\$74.44	<b>15K</b>	<b>11N</b>	
Laborers	Erosion Control Worker	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Air, Gas Or Electric Vibrating Screed	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Airtrac Drill Operator	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>

Laborers	Ballast Regular Machine	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Batch Weighman	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Brick Pavers	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Brush Cutter	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Brush Hog Feeder	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Burner	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Caisson Worker	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Carpenter Tender	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Cement Dumper-paving	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Cement Finisher Tender	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Change House Or Dry Shack	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Chipping Gun (30 Lbs. And Over)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Chipping Gun (Under 30 Lbs.)	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Choker Setter	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Chuck Tender	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Clary Power Spreader	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>



Laborers	Clean-up Laborer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Concrete Dumper/Chute Operator	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Concrete Form Stripper	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Concrete Placement Crew	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Concrete Saw Operator/Core Driller	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Crusher Feeder	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Curing Laborer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Ditch Digger	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Diver	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Drill Operator (Hydraulic, Diamond)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Dry Stack Walls	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Dump Person	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Epoxy Technician	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>

Laborers	Faller & Bucker Chain Saw	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Fine Graders	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Firewatch	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Form Setter	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Gabian Basket Building	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Gaurdrail Erector	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	General Laborer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Grade Checker & Transit Person	\$55.31	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Grinders	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Grout Machine Tender	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Hazardous Waste Worker (Level A)	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Hazardous Waste Worker (Level B)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Hazardous Waste Worker (Level C)	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>

Laborers	High Scaler	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Jackhammer	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Laserbeam Operator	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Maintenance Person	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Manhole Builder-Mudman	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Material Yard Person	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Miner	\$55.41	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Mold Abatement Worker	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Motorman-Dinky Locomotive	\$55.41	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$55.31	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pavement Breaker	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pilot Car	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pipe Layer (Lead)	\$55.31	<b>15J</b>	<b>11P</b>	<b>8Y</b>

Laborers	Pipe Layer/Tailor	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pipe Pot Tender	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pipe Reliner	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pipe Wrapper	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Pot Tender	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Powderman	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Powderman's Helper	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Power Jacks	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Power Washer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Railroad Spike Puller - Power	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Raker - Asphalt	\$55.31	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Re-timberman	\$53.68	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Remote Equipment Operator	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Rigger/Signal Person	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Rip Rap Person	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Rivet Buster	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>

Laborers	Rodder	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Scaffold Erector	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Scale Person	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Sloper (Over 20")	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Sloper Sprayer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Spreader (Concrete)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Stake Hopper	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Stock Piler	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Swinging Stage/Boatswain Chair	\$49.27	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Tamper (Multiple & Self- propelled)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Toolroom Person (at Jobsite)	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Topper	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Track Laborer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>

Laborers	Track Liner (Power)	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Traffic Control Laborer	\$52.02	<b>15J</b>	<b>11P</b>	<b>9C</b>
Laborers	Traffic Control Supervisor	\$55.27	<b>15J</b>	<b>11P</b>	<b>9C</b>
Laborers	Truck Spotter	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Tugger Operator	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Tunnel Work-Guage and Lock Tender	\$55.41	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Tunnel Work-Guage and Lock Tender	\$55.41	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Vibrator	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Vinyl Seamer	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Watchmen	\$45.23	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Welder	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Well Point Laborer	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers	Window Washer/Cleaner	\$45.23	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.24	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Laborers - Underground Sewer & Water	Pipe Layer	\$53.07	<b>15J</b>	<b>11P</b>	<b>8Y</b>

	Landscape				
Landscape Construction	Construction/landscaping Or Planting Laborers	\$45.23	<b>15J</b>	<b>11P</b>	<b>8Y</b>
Landscape Construction	Landscape Operator	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Landscape Maintenance	Groundskeeper	\$16.66		<b>1</b>	
Lathers	Journey Level	\$78.76	<b>150</b>	<b>11S</b>	
Marble Setters	Journey Level	\$59.64	<b>5A</b>	<b>1M</b>	
Metal Fabrication (In Shop)	Fitter	\$16.66		<b>1</b>	
Metal Fabrication (In Shop)	Laborer	\$16.66		<b>1</b>	
Metal Fabrication (In Shop)	Machine Operator	\$16.66		<b>1</b>	
Metal Fabrication (In Shop)	Painter	\$16.66		<b>1</b>	
Metal Fabrication (In Shop)	Welder	\$16.66		<b>1</b>	
Millwright	Journey Level	\$80.28	<b>15J</b>	<b>4C</b>	
Modular Buildings	Journey Level	\$16.66		<b>1</b>	
Painters	Commercial Painter	\$47.26	<b>6Z</b>	<b>1W</b>	
Painters	Industrial Painter	\$54.58	<b>6Z</b>	<b>1W</b>	<b>9D</b>
Pile Driver	Crew Tender	\$86.81	<b>15J</b>	<b>11U</b>	<b>9L</b>
Pile Driver	Journey Level	\$80.50	<b>15J</b>	<b>11U</b>	<b>9L</b>

Plasterers	Journey Level	\$56.27	<b>7K</b>	<b>1N</b>	
Playground & Park Equipment Installers	Journey Level	\$16.66		<b>1</b>	
Plumbers & Pipefitters	Journey Level	\$98.61	<b>5A</b>	<b>1G</b>	
Power Equipment Operators	Asphalt Plant Operators	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Assistant Engineer	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Barrier Machine (zipper)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Batch Plant Operator: concrete	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Boat Operator	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Bobcat	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Brooms	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Bump Cutter	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Cableways	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>



Power Equipment Operators	Chipper	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Compressor	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Conveyors	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.68	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.97	<b>7A</b>	<b>11H</b>	<b>8X</b>

Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.38	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.84	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.68	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.84	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Crusher	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Derricks, On Building Work	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Dozers D-9 & Under	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Drilling Machine	\$86.72	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Gradechecker/Stakeman	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Guardrail Punch	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Horizontal/Directional Drill Locator	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Horizontal/Directional Drill Operator	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Leverman	\$87.61	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Loaders, Plant Feed	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Loaders: Elevating Type Belt	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Locomotives, All	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators	Material Transfer Device	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$86.72	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Motor Patrol Graders	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.38	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.97	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Pavement Breaker	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Posthole Digger, Mechanical	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Power Plant	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Pumps - Water	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Rigger and Bellman	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Rollagon	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Roller, Other Than Plant Mix	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Roto-mill, Roto-grinder	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Saws - Concrete	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Scrapers - Concrete & Carry All	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Service Engineers: Equipment	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Shotcrete/Gunite Equipment	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$86.72	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$87.61	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Slipform Pavers	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Spreader, Topsider & Screedman	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Subgrader Trimmer	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Tower Bucket Elevators	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.84	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.97	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.68	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Transporters, All Track Or Truck Type	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>



Power Equipment Operators	Trenching Machines	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.38	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators	Truck Mount Portable Conveyor	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Welder	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Wheel Tractors, Farmall Type	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators	Yo Yo Pay Dozer	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Bobcat	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Brooms	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cableways	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Chipper	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Compressor	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Conveyors	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.68	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.97	<b>7A</b>	<b>11H</b>	<b>8X</b>

Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.38	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.84	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.68	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.84	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a- frame over 10 tons	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Crusher	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$86.72	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment					
Operators- Underground	Gradechecker/Stakeman	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Guardrail Punch	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Hard Tail End Dump				
Operators- Underground	Articulating Off- Road	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Equipment 45 Yards. & Over				
Power Equipment	Hard Tail End Dump				
Operators- Underground	Articulating Off-road	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Equipment Under 45 Yards				
Power Equipment	Horizontal/Directional				
Operators- Underground	Drill Locator	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Horizontal/Directional				
Operators- Underground	Drill Operator	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Hydralifts/boom trucks:				
Operators- Underground	10 tons and under	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Hydralifts/boom trucks:				
Operators- Underground	over 10 tons	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Leverman	\$87.61	<b>15J</b>	<b>11G</b>	<b>8X</b>
Operators- Underground					

## Sewer &amp; Water

Power Equipment	Loader, Overhead, 6				
Operators- Underground	Yards. But Not Including 8	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Yards				
Power Equipment	Loaders, Overhead Under				
Operators- Underground	6 Yards	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Loaders, Plant Feed				
Operators- Underground		\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Loaders: Elevating Type				
Operators- Underground	Belt	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Locomotives, All				
Operators- Underground		\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Material Transfer Device				
Operators- Underground		\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Mechanics: All (Leadmen				
Operators- Underground	- \$0.50 per hour over	\$86.72	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	mechanic)				
Power Equipment	Motor Patrol Graders				
Operators- Underground		\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Mucking Machine, Mole,				
Operators- Underground	Tunnel Drill, Boring, Road	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>

Sewer & Water	Header And/or Shield				
Power Equipment	Oil Distributors, Blower				
Operators- Underground	Distribution & Mulch	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Seeding Operator				
Power Equipment	Outside Hoists (Elevators				
Operators- Underground	and Manlifts), Air	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Tuggers, Strato				
Power Equipment	Overhead, bridge type				
Operators- Underground	Crane: 20 tons through	\$83.38	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water	44 tons				
Power Equipment	Overhead, bridge type:				
Operators- Underground	100 tons and over	\$84.97	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Overhead, bridge type: 45				
Operators- Underground	tons through 99 tons	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Pavement Breaker	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Pile Driver (other Than				
Operators- Underground	Crane Mount)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Plant Oiler - Asphalt,				
Operators- Underground	Crusher	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Posthole Digger,	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Operators- Underground	Mechanical				



## Sewer &amp; Water

Power Equipment					
Operators- Underground	Power Plant	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Pumps - Water	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Quad 9, Hd 41, D10 And Over	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Quick Tower: no cab, under 100 feet in height	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	base to boom				
Power Equipment					
Operators- Underground	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Rigger and Bellman	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Rigger/Signal Person, Bellman(Certified)	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Rollagon	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Roller, Other Than Plant Mix	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>

## Sewer &amp; Water

Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi- lift Materials	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground	Shovel, Excavator, Backhoe: Over 30 Metric	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>

Sewer & Water	Tons To 50 Metric Tons				
Power Equipment	Shovel, Excavator,				
Operators- Underground	Backhoes, Tractors: 15 To	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	30 Metric Tons				
Power Equipment	Shovel, Excavator,				
Operators- Underground	Backhoes: Over 50	\$86.72	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Metric Tons To 90 Metric Tons				
Power Equipment	Shovel, Excavator,				
Operators- Underground	Backhoes: Over 90	\$87.61	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Metric Tons				
Power Equipment					
Operators- Underground	Slipform Pavers	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Spreader, Topsider &	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water	Screedman				
Power Equipment					
Operators- Underground	Subgrader Trimmer	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment					
Operators- Underground	Tower Bucket Elevators	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Sewer & Water					
Power Equipment	Tower Crane: over 175'				
Operators- Underground	through 250' in height,	\$85.84	<b>7A</b>	<b>11H</b>	<b>8X</b>
Sewer & Water	base to boom				

Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.97	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.68	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$84.44	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.38	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Welder	\$85.85	<b>15J</b>	<b>11G</b>	<b>8X</b>

Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$80.71	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$85.08	<b>15J</b>	<b>11G</b>	<b>8X</b>
Power Line Clearance Tree Trimmers	Journey Level In Charge	\$64.20	<b>5A</b>	<b>4A</b>	
Power Line Clearance Tree Trimmers	Spray Person	\$60.74	<b>5A</b>	<b>4A</b>	
Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$64.20	<b>5A</b>	<b>4A</b>	
Power Line Clearance Tree Trimmers	Tree Trimmer	\$57.29	<b>5A</b>	<b>4A</b>	
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$43.05	<b>5A</b>	<b>4A</b>	
Refrigeration & Air Conditioning Mechanics	Journey Level	\$75.67	<b>5A</b>	<b>1G</b>	
Residential Brick Mason	Journey Level	\$19.38		<b>1</b>	
Residential Carpenters	Journey Level	\$21.00		<b>1</b>	
Residential Cement Masons	Journey Level	\$56.59	<b>7B</b>	<b>1N</b>	
Residential Drywall Applicators	Journey Level	\$25.84		<b>1</b>	
Residential Drywall Tapers	Journey Level	\$17.06		<b>1</b>	

Residential Electricians	Journey Level	\$22.02		<b>1</b>
Residential Glaziers	Journey Level	\$16.66		<b>1</b>
Residential Insulation Applicators	Journey Level	\$16.66		<b>1</b>
Residential Laborers	Journey Level	\$19.06		<b>1</b>
Residential Marble Setters	Journey Level	\$16.66		<b>1</b>
Residential Painters	Journey Level	\$25.01		<b>1</b>
Residential Plumbers & Pipefitters	Journey Level	\$43.19		<b>1</b>
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$19.50		<b>1</b>
Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$71.88	<b>5I</b>	<b>1B</b>
Residential Soft Floor Layers	Journey Level	\$16.66		<b>1</b>
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$36.43		<b>1</b>
Residential Stone Masons	Journey Level	\$19.38		<b>1</b>
Residential Terrazzo Workers	Journey Level	\$16.66		<b>1</b>
Residential Terrazzo/Tile Finishers	Journey Level	\$16.66		<b>1</b>

Residential Tile Setters	Journey Level	\$16.66		<b>1</b>	
Roofers	Journey Level	\$48.54	<b>5I</b>	<b>1R</b>	
Roofers	Using Irritable Bituminous Materials	\$50.54	<b>5I</b>	<b>1R</b>	
Sheet Metal Workers	Journey Level (Field or Shop)	\$74.38	<b>6Z</b>	<b>1B</b>	
Sign Makers & Installers (Electrical)	Journey Level	\$99.46	<b>7F</b>	<b>1E</b>	
Sign Makers & Installers (Non-Electrical)	Journey Level	\$17.48		<b>1</b>	
Soft Floor Layers	Journey Level	\$59.52	<b>7C</b>	<b>3J</b>	
Solar Controls For Windows	Journey Level	\$16.66		<b>1</b>	
Sprinkler Fitters (Fire Protection)	Journey Level	\$69.91	<b>7J</b>	<b>1R</b>	
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		<b>1</b>	
Stone Masons	Journey Level	\$59.64	<b>5A</b>	<b>1M</b>	
Street And Parking Lot Sweeper Workers	Journey Level	\$20.00		<b>1</b>	
Surveyors	Assistant Construction Site Surveyor	\$82.74	<b>7A</b>	<b>11H</b>	<b>8X</b>
Surveyors	Chainman	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>

Surveyors	Construction Site Surveyor	\$84.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Surveyors	Drone Operator (when used in conjunction with survey work only)	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Surveyors	Ground Penetrating Radar Operator	\$79.12	<b>7A</b>	<b>11H</b>	<b>8X</b>
Telecommunication Technicians	Telecom Technician Journey Level	\$58.51	<b>5B</b>	<b>1B</b>	
Telephone Line Construction - Outside	Cable Splicer	\$41.35	<b>5A</b>	<b>2B</b>	
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.31	<b>5A</b>	<b>2B</b>	
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.53	<b>5A</b>	<b>2B</b>	
Telephone Line Construction - Outside	Telephone Lineperson	\$39.07	<b>5A</b>	<b>2B</b>	
Terrazzo Workers	Journey Level	\$43.81	<b>5A</b>	<b>1M</b>	
Tile Setters	Journey Level	\$43.81	<b>5A</b>	<b>1M</b>	
Tile, Marble & Terrazzo Finishers	Journey Level	\$35.93	<b>5A</b>	<b>1M</b>	
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	<b>15L</b>	<b>1K</b>	



Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$55.54	<b>15L</b>	<b>1K</b>
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	\$55.54	<b>15L</b>	<b>1K</b>
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$55.54	<b>15L</b>	<b>1K</b>
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	<b>15L</b>	<b>1K</b>
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	<b>15L</b>	<b>1K</b>
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$55.54	<b>15L</b>	<b>1K</b>
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety	\$55.54	<b>15L</b>	<b>1K</b>

and control  
devices/barricades  
(Group 2)

Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	<b>15L</b>	<b>1K</b>	
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$92.44	<b>15L</b>	<b>1K</b>	
Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	\$55.54	<b>15L</b>	<b>1K</b>	
Truck Drivers	Asphalt Mix Over 20 Yards	\$62.45	<b>5D</b>	<b>1V</b>	<b>8M</b>
Truck Drivers	Asphalt Mix To 20 Yards	\$62.25	<b>5D</b>	<b>1V</b>	<b>8M</b>
Truck Drivers	Dump Truck	\$62.25	<b>5D</b>	<b>1V</b>	<b>8M</b>
Truck Drivers	Dump Truck & Trailer	\$62.45	<b>5D</b>	<b>1V</b>	<b>8M</b>
Truck Drivers	Other Trucks	\$62.14	<b>5D</b>	<b>1V</b>	<b>8M</b>
Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	\$62.45	<b>5D</b>	<b>1V</b>	<b>8M</b>
Truck Drivers - Ready Mix	Transit Mixers over 20 yards	\$62.79	<b>5D</b>	<b>1V</b>	<b>8M</b>

Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.66	<b>1</b>
Well Drillers & Irrigation Pump Installers	Oiler	\$16.66	<b>1</b>
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00	<b>1</b>

**Washington State Department of Labor and Industries**  
**Policy Statement**  
**(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		<b>X</b>
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		<b>X</b>
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	<b>X</b>	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		<b>X</b>
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		<b>X</b>
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	<b>X</b>	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	<b>X</b>	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	<b>X</b>	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>



ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## **WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects**

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential \*\*\* ALL ASSOCIATED RATES \*\*\*
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries**  
**Policy Statements**  
**(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

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

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

(f) They assist or participate in the incorporation of any materials into the public works project.

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

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

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

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

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

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

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### Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

1. 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.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.



**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

**Overtime Codes Continued**

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

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

EXCEPTION:

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

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

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

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.  
  
On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- 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. 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 Codes Continued**

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

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

C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

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

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

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

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

**Overtime Codes Continued**

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

**Overtime Codes Continued**

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

**Overtime Codes Continued**

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- 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.
- Q. 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 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- 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.
- 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.

## Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

11. T. 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.
- U. 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.
- If, 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 a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

### **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).



**Holiday Codes Continued**

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

**Holiday Codes Continued**

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- 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.

**Holiday Codes Continued**

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Holiday Codes Continued**

7. 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.

**Holiday Codes Continued**

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

**Holiday Codes Continued**

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). 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.
- 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, Independence Day, Labor Day, Veteran's 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. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). 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.
- N. 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). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- 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.
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.

**Note Codes Continued**

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

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

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

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

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

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

**Note Codes Continued**

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

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

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

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

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

**Note Codes Continued**

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

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

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

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

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

## Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

9. I. 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'.
- Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- 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.



## ***SPECIAL PROVISIONS***

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(July 8, 2024 APWA GSP, Option B)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 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 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 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) for WSDOT GSPs, only use date*

*(May 1, 2013 Chelan County GSP) Agency Special Provision*

*Project specific special provisions are labeled without a date as such:*

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

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 Manual M21-01, current edition

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

**Division 1**  
**General Requirements**

**DESCRIPTION OF WORK**

(March 13, 1995)

This Contract provides for the improvement of \*\*\* Stemilt Bridge #103 Channel Restoration by constructing Clearing and Grubbing, Channel Excavation, Utility Hanger System, Plant Selection, Streambed Sediment/Cobbles/Boulders, Temporary Stream Diversion, Fencing, Project Temporary Traffic Control \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**Definition and Terms**

**1-01.3 Definitions**

*(January 19, 2022 APWA GSP)*

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

**Dates**

***Bid Opening Date***

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

***Award Date***

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

***Contract Execution Date***

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

***Notice to Proceed Date***

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

***Substantial Completion Date***

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

***Physical Completion Date***

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

***Completion Date***

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

***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for "Contract".

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

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**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

**1-02.2 Plans and Specifications**

*(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")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	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.

## **Examination of Plans, Specifications and Site of Work**

### **1-02.4(1) General**

*(December 30, 2022 APWA GSP Option A)*

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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

*(November 25, 2024 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 DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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**

*(April 22, 2025 APWA GSP, Option B)*

The first sentence of the second paragraph is revised to read as follows:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

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.

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

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.

- 1 A bid by a corporation shall be executed in the corporate name, by the president or a  
2 vice president (or other corporate officer accompanied by evidence of authority to sign).  
3 A bid by a partnership shall be executed in the partnership name and signed by a  
4 partner.  
5 A bid by a joint venture shall be executed in the joint venture name and signed by a  
6 member of the joint venture.

7  
8 (November 20, 2023)  
9 The fourth and fifth paragraphs of Section 1-02.6 are deleted.

10  
11 **Bid Deposit**

12  
13 *(May 15, 2025 Chelan County GSP)*  
14 Section 1-02.7 is supplemented with the following:

- 15  
16 Proposal bonds shall contain the following:  
17 1. Contracting Agency-assigned number for the project;  
18 2. Name of the project;  
19 3. The Contracting Agency named as obligee;  
20 4. The amount of the proposal bond stated either as a dollar figure or as a percentage  
21 which represents five percent of the maximum bid amount that could be awarded;  
22 5. Signature of the bidder's officer empowered to sign official statements. The signature  
23 of the person authorized to submit the bid should agree with the signature on the  
24 bond, and the title of the person must accompany the said signature;  
25 6. The signature of the surety's officer empowered to sign the bond and the power of  
26 attorney.

27  
28 Proposal bonds submitted as a form of Bid deposit shall be submitted on the Proposal  
29 Bond form provided by the Contracting Agency included in the Bid Proposal Form.  
30 Proposal bonds not submitted on the Contracting Agency provided form shall make the  
31 Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

32  
33 *(May 15, 2025 Chelan County GSP)*  
34 The second sentence of Section 1-02.7 is deleted and replaced with the following:

35  
36 The Bid deposit may be certified check, cashier's check, or a proposal bond (Surety  
37 Bond). The Contracting Agency will not accept cash as a form of Bid deposit. The use of  
38 cash as a form of Bid deposit shall cause the Bid to be rejected by the Contracting Agency.

39  
40 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
41 *(July 23, 2015 APWA GSP)*

42  
43 Delete this section, and replace it with the following:

- 44  
45 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
46 withdraw, revise, or supplement it if:  
47  
48 1. The Bidder submits a written request signed by an authorized person and  
49 physically delivers it to the place designated for receipt of Bid Proposals, and  
50 2. The Contracting Agency receives the request before the time set for receipt of  
51 Bid Proposals, and

- 1                   3. The revised or supplemented Bid Proposal (if any) is received by the Contracting  
2                   Agency before the time set for receipt of Bid Proposals.  
3

4                   If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received  
5                   before the time set for receipt of Bid Proposals, the Contracting Agency will return the  
6                   unopened Proposal package to the Bidder. The Bidder must then submit the revised or  
7                   supplemented package in its entirety. If the Bidder does not submit a revised or  
8                   supplemented package, then its bid shall be considered withdrawn.  
9

10                  Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
11                  recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed  
12                  requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
13

## 14                  **Public Opening of Proposals**

15  
16                  Section 1-02.12 is supplemented with the following:  
17

18                  *(May 15, 2025 Chelan County GSP)*

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

20                  Sealed bids are to be received at the following location prior to the time Specified:  
21

22                         At the Board of County Commissioners, 400 Douglas Street, Wenatchee,  
23                         Washington until 9:30:00 A.M. of the bid opening date.  
24

25                  The bid opening date for this project is \*\*\* August 26, 2025 \*\*\*. Bids received will be publicly  
26                  opened and read after 9:30:00 A. M. Pacific Time on this date.  
27

### 28                  **1-02.13 Irregular Proposals**

29                  *(September 3, 2024 APWA GSP)*  
30

31                  Delete this section and replace it with the following:  
32

- 33                  1. A Proposal will be considered irregular and will be rejected if:  
34                         a. The Bidder is not prequalified when so required;  
35                         b. The Bidder adds provisions reserving the right to reject or accept the Award,  
36                         or enter into the Contract;  
37                         c. A price per unit cannot be determined from the Bid Proposal;  
38                         d. The Proposal form is not properly executed;  
39                         e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT  
40                         Form 271-015), if applicable, as required in Section 1-02.6;  
41                         f. The Bidder fails to submit or properly complete a Disadvantaged Business  
42                         Enterprise Certification (WSDOT Form 272-056), if applicable, as required in  
43                         Section 1-02.6;  
44                         g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)  
45                         from each DBE firm listed on the Bidder's completed DBE Utilization  
46                         Certification that they are in agreement with the bidder's DBE participation  
47                         commitment, if applicable, as required in Section 1-02.6, or if the written  
48                         confirmation that is submitted fails to meet the requirements of the Special  
49                         Provisions;  
50                         h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
51                         as required in Section 1-02.6, or if the documentation that is submitted fails to



- 1 demonstrate that a Good Faith Effort to meet the Condition of Award in  
2 accordance with Section 1-07.11;
- 3 i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-  
4 054), if applicable, as required in Section 1-02.6, or if the documentation that  
5 is submitted fails to meet the requirements of the Special Provisions;
- 6 j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if  
7 applicable as required by Section 1-02.6, or if the documentation that is  
8 submitted fails to meet the requirements of the Special Provisions; or
- 9 k. The Bid Proposal does not constitute a definite and unqualified offer to meet  
10 the material terms of the Bid invitation.
- 11
- 12
- 13 2. A Proposal may be considered irregular and may be rejected if:
- 14 a. The Proposal does not include a unit price for every Bid item;
- 15 b. Any of the unit prices are excessively unbalanced (either above or below the  
16 amount of a reasonable Bid) to the potential detriment of the Contracting  
17 Agency;
- 18 c. The authorized Proposal Form furnished by the Contracting Agency is not  
19 used or is altered;
- 20 d. The completed Proposal form contains unauthorized additions, deletions,  
21 alternate Bids, or conditions;
- 22 e. Receipt of Addenda is not acknowledged;
- 23 f. A member of a joint venture or partnership and the joint venture or  
24 partnership submit Proposals for the same project (in such an instance, both  
25 Bids may be rejected); or
- 26 g. If Proposal form entries are not made in ink.
- 27

#### 28 **1-02.14 Disqualification of Bidders**

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

30

31 Delete this section and replace it with the following:

32

33 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
34 responsibility criteria in RCW 39.04.350(1), as amended.

35

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

41

42 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
43 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
44 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.  
45 If the Bidder disagrees with this determination, it may appeal the determination within two  
46 (2) business days of the Contracting Agency's determination by presenting its appeal and  
47 any additional information to the Contracting Agency. The Contracting Agency will  
48 consider the appeal and any additional information before issuing its final determination.  
49 If the final determination affirms that the Bidder is not responsible, the Contracting Agency  
50 will not execute a contract with any other Bidder until at least two business days after the  
51 Bidder determined to be not responsible has received the Contracting Agency's final  
52 determination.

## **Award and Execution of Contract**

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

*(July 8, 2024 APWA GSP Option A)*

Revise this section to read:

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

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 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,

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

### 22 23 **1-03.7 Judicial Review**

24 *(December 30, 2022 APWA GSP)*

25  
26 Revise this section to read:

27  
28 All decisions made by the Contracting Agency regarding the Award and execution of the  
29 Contract or Bid rejection shall be conclusive subject to the scope of judicial review  
30 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior  
31 Court of the county where the Contracting Agency headquarters is located, provided that  
32 where an action is asserted against a county, RCW 36.01.050 shall control venue and  
33 jurisdiction.  
34

### 35 **Scope of the Work**

#### 36 37 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 38 Specifications, and Addenda**

39 *(December 30, 2022 APWA GSP)*

40  
41 Revise the second paragraph to read:

42  
43 Any inconsistency in the parts of the contract shall be resolved by following this order of  
44 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 45 1. Addenda,  
46 2. Proposal Form,  
47 3. Special Provisions,  
48 4. Contract Plans,  
49 5. Standard Specifications,  
50 6. Contracting Agency's Standard Plans or Details (if any), and

1 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

2

3 **1-04.4 Changes**

4 *(January 19, 2022 APWA GSP)*

5

6 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

7

8 **Control of Work**

9

10 **Authority of the Engineer**

11

12 ***Requests for Information (RFI)***

13

14 The fourth paragraph of Section 1-05.1(2) is revised to read:

15

16 *(November 4, 2024)*

17 The Contractor may submit a RFI for one of the following reasons:

18

19 1. The Contractor believes there is information missing from the Contract  
20 Documents (Missing Information).

21

22 2. The Contractor believes a clarification of one or more of the Contract  
23 requirements is necessary (Clarification).

24

25 3. The Contractor needs to substitute a material that provides an equal or  
26 better level of performance as the one specified in the Contract (RFC -  
27 Material Substitution). Requests shall indicate the location(s), quantity, and  
28 shall describe how the material provides an equal or better level of  
29 performance as the material originally specified.

30

31 4. The Contractor requests a change to the Contract requirements for a  
32 reason other than one listed in items 1-3 of this Section (RFC - Other). To  
33 be considered, the request must not meet the requirements of a Value  
34 Engineering Change Proposal. To be considered, the request shall qualify  
35 as a Minor Change in accordance with Section 1-04.4(1) and shall describe  
36 how the change is beneficial to the project.

37

38 **Removal of Defective and Unauthorized Work**

39

40 Section 1-05.7, including title and subsections, is deleted and replaced with the following:

41

42 ***(November 4, 2024)***

43 ***Nonconforming Work***

44 The Contracting Agency will not pay for Nonconforming Work.

45

46 Nonconforming Work is Work that in any way fails to meet the requirements of the  
47 Contract. This includes, but is not limited to:

48

49 • Work that does not conform to Contract requirements

50

51 • Work that does not meet Contract requirements

52

- Work done beyond the lines and grades set by the Plans or the Engineer
- Extra Work and materials furnished without the Engineer's written approval
- Defective Work
- Noncompliant Work
- Nonconforming Work
- Out of specification Work
- Rejected Work
- Unacceptable Work
- Unauthorized Work
- Unsuitable Work
- Unsatisfactory Work

### ***Identification of Nonconforming Work***

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work during inspection of Work that has been completed, is at an identified hold point, or has been identified by the Contractor as ready for inspection. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

### ***Reporting of Nonconforming Work***

Unless otherwise specified, the Contractor shall immediately report all Nonconforming Work to the Engineer along with any relevant information about how the Nonconforming Work shall be remediated. The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contract requires the use of the WSDOT Unifier system for Document Control in accordance with Section 1-04.2, reporting and remediation submittals shall follow the "Nonconformance Report" business process in Unifier.

### ***Remediation of Nonconforming Work***

Remediation to correct Nonconforming Work shall be completed as soon as possible. However, unless otherwise specified, the Contractor shall not proceed with implementing the remedy until the Engineer has accepted the Contractor's proposed remedy. Any remedial work done prior to the Engineer's acceptance shall be at the Contractor's sole risk and will be subject to further rejection or remediation. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

Remediation shall be classified in one of the following categories:

1. Rework to Contract requirements
2. Remove and replace
3. Repair to acceptable standards

When disputes occur over which category a remedy belongs, the Engineer's decision will be final and binding.

#### **Rework to Contract Requirements**

To be considered rework, the design and construction standards of the proposed completed Work, in the sole judgment of the Engineer, shall meet the design and construction standards applicable to the project.

Reporting of Nonconforming Work that is reworked is not required if all of the following conditions are met:

1. The remediation shall be completed in the same shift as the Nonconforming Work was identified.
2. It shall be remedied without damaging other Work.
3. It shall be remedied without putting the public at risk.
4. The Contractor's proposed remedy is in accordance with the Contract requirements.
5. The Engineer does not request the Nonconforming Work be reported.

Examples of Nonconforming Work that may not need reported if reworked include:

- Missing dobies prior to concrete pouring
- Rebar spacing and missing rebar
- Out of plumb luminaire or sign pole/post

For all other rework the Contractor shall submit all relevant information to the Engineer. The Contractor shall include Type 2 Working Drawings. The Type 2 Working Drawings shall explain how the nonconforming work will be reworked including repairs that will achieve the Contract requirements. For preapproved repair procedures, Type 1 Working drawings shall be included in lieu of the Type 2 Working Drawings.

#### **Remove and Replace**

To be considered as remove and replace, the Nonconforming Work shall be removed and replaced and the design and construction standards of the proposed completed Work, in the sole judgment of the Engineer, shall meet the design and construction standards applicable to the project.

Reporting of Nonconforming Work that is removed and replaced is not required if all of the following conditions are met:

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1. The remedy shall be completed in the same shift the Nonconforming Work was identified.
2. It shall be removed and replaced without damaging other Work.
3. Both the removal and the replacement meet all Contract requirements.
4. The Engineer does not request the Nonconforming Work be reported.

Examples of Nonconforming Work that may not need reported if removed and replaced include:

- Decompacting and recompacting a lift of embankment to meet compaction requirements
- Removing and replacing an installed and dented luminaire pole with a new one.

For all other remove and replace Work, the Contractor shall submit all relevant information, including Working Drawings of the Type requested by the Engineer.

The Working Drawings shall include how the nonconforming Work will be removed and replaced including protection of other Work if needed. Type 2 Working Drawings shall be required, unless the remediation requires engineering, in which case, Type 2E Working Drawings shall be provided.

**Repair to an Acceptable Standard**

At the Contractor’s written request, the Engineer may approve remediation that includes repairing to an acceptable standard that does not meet the Contract requirements with an appropriate price reduction that may range from no reduction to no payment.

To request to repair Nonconforming work to an acceptable standard, the Contractor shall submit all relevant information. Remedies proposed for this category shall include Type 2E Working Drawings. The Type 2E working drawings shall indicate whether the Work, as repaired, will achieve the same load carrying capacity, and shall assess the effects of the repair on the durability of the Work. Calculations shall be provided to demonstrate that the Work, as repaired, will perform the intended functions for its intended design life.

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

Delete the sixth and seventh paragraphs of this section.

## Cooperation with Other Contractors

Section 1-05.14 is supplemented with the following:

**(March 13, 1995)**

### **Other Contracts Or Other Work**

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

\*\*\*

#### Chelan County Projects

Contact: Shaun Honeycutt, 509-667-6639, [Shaun.Honeycutt@co.chelan.wa.us](mailto:Shaun.Honeycutt@co.chelan.wa.us)

Countywide Barrier Terminals – 2025: Malaga-Alcoa Hwy MP 0.56 to 10.20 and Colockum Rd MP 10.20 to 13.04

Annual Road Maintenance: Various roads throughout the county

\*\*\*

## Control of Material

### Approval of Materials Prior to Use

Section 1-06.1 is supplemented with the following:

(April 3, 2017)

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of \$125.00 per material source or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

### **1-06.2(2)B Financial Incentive**

*(January 4, 2024 AWWA GSP)*

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

### **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.

## **Legal Relations and Responsibilities to the Public**

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

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

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

*(June 27, 2011 APWA GSP)*

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

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
2 contract amounts. In some cases, however, state retail sales tax will not be included.  
3 Section 1-07.2(2) describes this exception.  
4

5 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
6 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
7 Department of Revenue a certificate showing that all contract-related taxes have been  
8 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
9 Contractor any amount the Contractor may owe the Washington State Department of  
10 Revenue, whether the amount owed relates to this contract or not. Any amount so  
11 deducted will be paid into the proper State fund.  
12

#### 13 **1-07.2(1) State Sales Tax — Rule 171**

14

15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
17 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
18 This includes storm or combined sewer systems within and included as a part of the  
19 street or road drainage system and power lines when such are part of the roadway  
20 lighting system. For work performed in such cases, the Contractor shall include  
21 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
22 amounts, including those that the Contractor pays on the purchase of the materials,  
23 equipment, or supplies used or consumed in doing the work.  
24

#### 25 **1-07.2(2) State Sales Tax — Rule 170**

26

27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
28 existing buildings, or other structures, upon real property. This includes, but is not  
29 limited to, the construction of streets, roads, highways, etc., owned by the state of  
30 Washington; water mains and their appurtenances; sanitary sewers and sewage  
31 disposal systems unless such sewers and disposal systems are within, and a part of, a  
32 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
33 or other conduits or lines in or above streets or roads, unless such power lines become a  
34 part of a street or road lighting system; and installing or attaching of any article of  
35 tangible personal property in or to real property, whether or not such personal property  
36 becomes a part of the realty by virtue of installation.  
37

38 For work performed in such cases, the Contractor shall collect from the Contracting  
39 Agency, retail sales tax on the full contract price. The Contracting Agency will  
40 automatically add this sales tax to each payment to the Contractor. For this reason, the  
41 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
42 contract amount subject to Rule 170, with the following exception.  
43

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

*(May 15, 2025 Chelan County GSP)*

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay State Sales tax. The provisions of Section 1-07.2(1) apply.

**Fire Prevention and Merchantable Timber Requirements**

Section 1-07.3 is supplemented with the following:

*(August 2, 2004)*

The Forest Service Provisions, included in the Appendix to these Special Provisions, are made a part of this contract. The Contractor shall comply with the requirements of these Forest Service provisions at no additional cost to the Contracting Agency.

**Environmental Regulations**

Section 1-07.5 is supplemented with the following:

***(September 20, 2010)***

***Environmental Commitments***

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

*(April 1, 2019)*

The Contractor shall notify the Engineer a minimum of \*\*\* 20 \*\*\* 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)***

***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       **State Department of Fish And Wildlife**

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

4  
5           (April 2, 2018)

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

10  
11           (April 2, 2018)

12           The Contractor may begin Work below the Ordinary High Water Line on \*\*\* July  
13           1st \*\*\* and must complete all the Work by \*\*\* February 28<sup>th</sup> of any given year  
14           \*\*\*.

15  
16           (April 2, 2018)

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

20  
21       **U.S. Army Corps of Engineers**

22  
23       Section 1-07.5(5) is supplemented with the following:

24  
25           (April 2, 2018)

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

30  
31           (February 25, 2013)

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

35  
36           (April 2, 2018)

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

40  
41       **Permits and Licenses**

42  
43       Section 1-07.6 is supplemented with the following:

44  
45           (January 2, 2018)

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

50  
51           Contact with the permitting agencies, concerning the below-listed permit(s), shall be  
52           made through the Engineer with the exception of when the Construction Stormwater

General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

\*\*\*

Permit or Approval	Permit #	Issuing Agency	Issued	Expires
Department of the Army Section 404 Nationwide 14	NWS-2024-379	Corps of Engineers Seattle District	1/24/2025	3/14/2026
Hydraulic Project Approval	2024-2-71+01	Department of Fish & Wildlife	6/20/2024	6/18/2029

\*\*\*

## Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

The Contractor shall also comply with the further restrictions imposed by the owner of the roads as follows:

\*\*\*

Bridge No.	Bridge Name	Truck Type	Load Limit (Ton)	Bridge Location
201	Stemilt Creek	SHV (SU5)	30	Malaga-Alcoa Hwy, MP2.70
201	Stemilt Creek	SHV (SU6)	31	Malaga-Alcoa Hwy, MP2.70
201	Stemilt Creek	SHV (SU7)	33	Malaga-Alcoa Hwy, MP2.70

\*\*\*

## High-Visibility Apparel

The third and fourth paragraphs of Section 1-07.8 are revised to read

(November 4, 2024)

High-visibility garments shall always be the outermost garments worn in a manner to ensure 360 degrees of uninterrupted background and retroreflective material encircling the torso.

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107-2015 publication entitled "American National Standard for High-Visibility Safety Apparel and Accessories," or equivalent revisions.

1 **Traffic Control Personnel**

2  
3 Section 1-07.8(1) is revised to read:

4  
5 (November 4, 2024)

6 All personnel performing the Work described in Section 1-10 (including traffic control  
7 supervisors, flaggers, and others performing traffic control labor of any kind) shall  
8 comply with the following:

- 9  
10 1. During daylight hours with clear visibility, workers shall wear a high-visibility  
11 ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that  
12 are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in  
13 color; and a high visibility hardhat that is white, yellow, yellow-green,  
14 orange, or red in color; and  
15  
16 2. During hours of darkness (½ hour before sunset to ½ hour after sunrise) or  
17 other low-visibility conditions (snow, fog, etc.), workers shall wear a high-  
18 visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background  
19 material that are fluorescent yellow-green, fluorescent orange-red, or  
20 fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA  
21 107 Class E, and a high visibility hardhat marked with at least 12 square  
22 inches of retroreflective material applied to provide 360 degrees of visibility.  
23

24 **Requirements for Nondiscrimination**

25  
26 **1-07.11(2) Contractual Requirements**

27 (November 25, 2024 APWA GSP)

28 Delete item 11 of the first paragraph of Section 1-07.11(2).  
29

30 **Utilities and Similar Facilities**

31  
32 Section 1-07.17 is supplemented with the following:

33  
34 (April 2, 2007)

35 Locations and dimensions shown in the Plans for existing facilities are in accordance with  
36 available information obtained without uncovering, measuring, or other verification.  
37

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

40 \*\*\*

41 Spectrum Communications

42 Fiber Optic, Cable TV and Telephone

43 509-387-6022

44  
45 Zipty Fiber

46 Fiber Optic and Telephone

47 509-312-3591

48  
49 Lower Stemilt Irrigation District

50 Irrigation Water

51 509-668-2624  
52

Chelan County PUD  
Power and Water  
Power: 509-661-4160  
Water: 509-661-8239

Malaga Water District  
Water  
509-664-0142  
\*\*\*

(October 3, 2022)

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

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

\*\*\* Once the Contractor has completed the channel reconstruction, the Utility Owner will install a new PVC irrigation line by routing the line through the Utility Hanger System (UHS) installed by the Contractor. The Utility Owner will also make final adjustments to UHS.

Prior to the Utility Owner replacing the existing PVC/Steel irrigation line that lies along and across the creek channel, the Contractor shall perform the following:

1. Remove the existing PVC/Steel irrigation line within the channel excavation limits;
2. Cap the ends of the irrigation line that have been left in place, prior to and after the removed section;
3. Mark the ends of the capped sections with a board or other device that protrudes above the final ground surface; and
4. Install the Utility Hanger System in the approximate location of the new PVC irrigation line. \*\*\*

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

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

\*\*\* Lower Stemilt Irrigation District \*\*\*

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

2  
3 Delete this section in its entirety, and replace it with the following:

4  
5 **1-07.18 Insurance**

6 *(January 4, 2024 APWA GSP)*

7  
8 **1-07.18(1) General Requirements**

- 9 A. The Contractor shall procure and maintain the insurance described in all subsections of  
10 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best  
11 rating of not less than A-: VII and licensed to do business in the State of Washington.  
12 The Contracting Agency reserves the right to approve or reject the insurance provided,  
13 based on the insurer's financial condition.  
14
- 15 B. The Contractor shall keep this insurance in force without interruption from the  
16 commencement of the Contractor's Work through the term of the Contract and for thirty  
17 (30) days after the Physical Completion date, unless otherwise indicated below.  
18
- 19 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of  
20 all subsequent renewals, shall be no later than the effective date of this Contract. The  
21 policy shall state that coverage is claims made and state the retroactive date. Claims-  
22 made form coverage shall be maintained by the Contractor for a minimum of 36 months  
23 following the Completion Date or earlier termination of this Contract, and the Contractor  
24 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
25 claims made form of coverage becomes unavailable, or economically prohibitive, the  
26 Contractor shall purchase an extended reporting period ("tail") or execute another form of  
27 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
28 liability for services performed.  
29
- 30 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
31 Umbrella Liability insurance policies shall be primary and non-contributory insurance as  
32 respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
33 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the  
34 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute  
35 with it.  
36
- 37 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
38 written notice of any policy cancellation, within two business days of their receipt of such  
39 notice.  
40
- 41 F. The Contractor shall not begin work under the Contract until the required insurance has  
42 been obtained and approved by the Contracting Agency  
43
- 44 G. Failure on the part of the Contractor to maintain the insurance as required shall  
45 constitute a material breach of contract, upon which the Contracting Agency may, after  
46 giving five business days' notice to the Contractor to correct the breach, immediately  
47 terminate the Contract or, at its discretion, procure or renew such insurance and pay any  
48 and all premiums in connection therewith, with any sums so expended to be repaid to the  
49 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
50 offset against funds due the Contractor from the Contracting Agency.  
51



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

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

#### **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:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

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

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the

transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

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

#### **1-07.18(5)C Workers' Compensation**

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

### **Public Convenience and Safety**

#### ***Construction Under Traffic***

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

*(May 15, 2025 Chelan County GSP)*

Lane, ramp, shoulder, and roadway closures are only permitted as follows:

\*\*\* Lane closures will only be allowed from 6:00 a.m. to 6:00 p.m. Monday through Friday of any week. \*\*\*

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. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway 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 a.m. on the day prior to a holiday or holiday weekend, and
4. Before 12:01 a.m. on the day after the holiday or holiday weekend.

#### **Traffic Delays**

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 15 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again. If traffic is stopped at multiple locations concurrently on the same road, the combined duration of all traffic stops shall not exceed 15 minutes in each direction of travel.

If the delay becomes greater than 15 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 15 minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet

1 the 15 minute limit. This proposal shall be accepted by the Engineer prior to resuming  
2 any work requiring traffic control.  
3  
4 There shall be no delay to medical, fire, or other emergency vehicles. The Contractor  
5 shall alert all flaggers and personnel of this requirement.  
6  
7 **1-07.24 Rights of Way**  
8 *(April 22, 2025 APWA GSP)*  
9  
10 Delete this section and replace it with the following:  
11 Street Right of Way lines, limits of easements, and limits of construction permits are  
12 indicated in the Plans. The Contractor's construction activities shall be confined within  
13 these limits unless arrangements for use of private property are made as described  
14 below.  
15 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
16 way and easements, both permanent and temporary, necessary for carrying out the  
17 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
18 Contractor's attention by a duly issued Addendum.  
19 Whenever any of the work is accomplished on or through property other than public  
20 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
21 easement agreement obtained by the Contracting Agency from the owner of the private  
22 property. Copies of the easement agreements may be included in the Contract  
23 Provisions or made available to the Contractor as soon as practical after they have been  
24 obtained by the Engineer.  
25 Whenever easements or rights of entry have not been acquired prior to advertising,  
26 these areas are so noted in the Plans. The Contractor shall not proceed with any portion  
27 of the work in areas where right of way, easements or rights of entry have not been  
28 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
29 available or that the right of entry has been received. If the Contractor is delayed due to  
30 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
31 entry or right of way, the Contractor will be entitled to an extension of time. The  
32 Contractor agrees that such delay shall not be a breach of contract.  
33 Each property owner shall be given 48 hours' notice prior to entry by the Contractor.  
34 This includes entry onto easements and private property where private improvements  
35 must be adjusted.  
36 The Contractor shall be responsible for providing, without expense or liability to the  
37 Contracting Agency, any additional land and access thereto that the Contractor may  
38 desire for temporary construction facilities, storage of materials, or other Contractor  
39 needs. However, before using any private property, whether adjoining the work or not,  
40 the Contractor shall file with the Engineer a written permission of the private property  
41 owner, and, upon vacating the premises, a written release from the property owner of  
42 each property disturbed or otherwise interfered with by reasons of construction pursued  
43 under this contract. The statement shall be signed by the private property owner, or  
44 proper authority acting for the owner of the private property affected, stating that  
45 permission has been granted to use the property and all necessary permits have been  
46 obtained or, in the case of a release, that the restoration of the property has been  
47 satisfactorily accomplished. The statement shall include the parcel number, address,  
48 and date of signature. Written releases must be filed with the Engineer before the  
49 Completion Date will be established.

1 **1-08 PROSECUTION AND PROGRESS**

2  
3 Add the following new section:

4  
5 **1-08.0 Preliminary Matters**

6 (May 25, 2006 APWA GSP)

7  
8 Add the following new section:

9  
10 **1-08.0(1) Preconstruction Conference**

11 (July 8, 2024 APWA GSP)

12  
13 Prior to the Contractor beginning the work, a preconstruction conference will be held  
14 between the Contractor, the Engineer and such other interested parties as may be  
15 invited. The purpose of the preconstruction conference will be:

- 16 1. To review the initial progress schedule;  
17 2. To establish a working understanding among the various parties associated or  
18 affected by the work;  
19 3. To establish and review procedures for progress payment, notifications, approvals,  
20 submittals, etc.;  
21 4. To review DBE Requirements, Training Plans, and Apprenticeship Plans, when  
22 applicable.  
23 5. To establish normal working hours for the work;  
24 6. To review safety standards and traffic control; and  
25 7. To discuss such other related items as may be pertinent to the work.

26  
27 The Contractor shall prepare and submit at the preconstruction conference the following:

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

31  
32 **Subcontracting**

33  
34 **1-08.1(7)A Payment Reporting**

35 (November 25, 2024 APWA GSP)

36 Delete this section and replace it with the following:

37  
38 **1-08.1(7)A VACANT**

39  
40 **1-08.1(8)B Clauses Required in Subcontracts of All Tiers**

41 (November 25, 2024 APWA GSP)

42 Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1 **1-08.1(9) Submittal of Executed Subcontracts**

2  
3 *(April 22, 2025 APWA GSP, Option B)*

4  
5 Section 1-08.1(9) content and title are deleted and replaced with the following:

6  
7 **Vacant**

8  
9 **Progress Schedule**

10  
11 ***General Requirements***

12  
13 **1-08.3(2)A Type A Progress Schedule**

14 *(December 30, 2022 APWA GSP)*

15  
16 Revise this section to read:

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

24  
25 **Prosecution of Work**

26  
27 The first sentence of Section 1-08.4 is revised to read:

28  
29 *(\*\*\*\*\*)*

30 The Contractor shall begin Work on October 6, 2025, unless otherwise approved in writing  
31 by the Engineer.

32  
33 **Time for Completion**

34  
35 The third paragraph of Section 1-08.5 is revised to read:

36  
37 *(August 7, 2006)*

38 Contract time shall begin on the first working day. The first working day shall be \*\*\*  
39 October 6, 2025 \*\*\*.

40  
41 Section 1-08.5 is supplemented with the following:

42  
43 *(March 13, 1995)*

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

45  
46 **1-08.9 Liquidated Damages**

47 *(March 3, 2021 APWA GSP, Option A)*

48  
49 Replace Section 1-08.9 with the following:

50  
51 Time is of the essence of the Contract. Delays inconvenience the traveling public,  
52 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.

Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* \$1,250 \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

## **Measurement and Payment**

### **Weighing Equipment**

#### **1-09.2(1) General Requirements for Weighing Equipment** *(November 25, 2024 APWA GSP, Option B)*

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027LP, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

#### **1-09.2(1) General Requirements for Weighing Equipment** *(July 8, 2024. Option C)*

Revise the sixth and seventh paragraph to read:

**Trucks and Tickets** – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials.

- 1 All Tickets shall, regardless of medium, at a minimum, contain the following  
2 information:  
3  
4 1. Date of haul;  
5 2. Contract number;  
6 3. Contract unit Bid item;  
7 4. Unit of measure;  
8 5. Identification number of hauling vehicle; and  
9 6. Weight delivered:  
10 a. Net weight in the case of batch and hopper scales.  
11 b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of  
12 platform scales (tare may be omitted if a tare beam is used).  
13 c. Approximate load out weight in the case of belt conveyor scales.  
14

15 Electronic-tickets shall be uploaded to the designated site so that they can be  
16 accessed by the material receiver at the material delivery point. Physical tickets shall  
17 be handed to the inspector at the delivery point at the time materials are delivered. The  
18 material delivery point is defined as the location where the material is incorporated into  
19 the permanent Work. The Contractor's representative shall make report summaries  
20 available to the Engineer's designated receiver, not later than the end of shift, for  
21 reconciliation. Tickets for loads not verified as delivered will receive no pay.  
22

23 **1-09.2(5) Measurement**  
24 *(December 30, 2022 APWA GSP)*  
25

26 Revise the first paragraph to read:  
27

28 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform  
29 verification checks on the accuracy of each batch, hopper, or platform scale used in  
30 weighing contract items of Work.  
31

32 **1-09.6 Force Account**  
33 *(December 30, 2022 APWA GSP)*  
34

35 Supplement this section with the following:  
36

37 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
38 all items to be paid per force account, only to provide a common proposal for Bidders. All  
39 such dollar amounts are to become a part of Contractor's total bid. However, the  
40 Contracting Agency does not warrant expressly or by implication, that the actual amount  
41 of work will correspond with those estimates. Payment will be made on the basis of the  
42 amount of work actually authorized by the Engineer.  
43

44 **1-09.9 Payments**  
45 *(July 8, 2024, APWA GSP, Option B)*  
46

47 Delete the fourth paragraph and replace it with the following:  
48

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



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

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

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

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

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

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

## **Disputes and Claims**

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

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

1 to have timely access to all records deemed necessary by the Contracting Agency to assist  
2 in evaluating the claims or action.

## 3 4 **Claims Resolution**

### 5 6 **1-09.13(1)A General** 7 *(December 30, 2022 APWA GSP)*

8  
9 Revise this section to read:

10  
11 Prior to seeking claims resolution through arbitration or litigation, the Contractor shall  
12 proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-  
13 04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's  
14 right to seek claim resolution through binding arbitration or litigation.

15  
16 Any claims or causes of action which the Contractor has against the Contracting Agency  
17 arising from the Contract shall be resolved, as prescribed herein, through binding  
18 arbitration or litigation.

19  
20 The Contractor and the Contracting Agency mutually agree that those claims or causes of  
21 action which total \$1,000,000 or less, which are not resolved by mediation, shall be  
22 resolved through litigation unless the parties mutually agree in writing to resolve the claim  
23 through binding arbitration.

24  
25 The Contractor and the Contracting Agency mutually agree that those claims or causes of  
26 action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved  
27 through litigation unless the parties mutually agree in writing to resolve the claim through  
28 binding arbitration.

### 29 30 **1-09.13(3)A Arbitration General** 31 *(January 19, 2022 APWA GSP)*

32  
33 Revise the third paragraph to read:

34  
35 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
36 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
37 the Superior Court of the county in which the Contracting Agency's headquarters is  
38 located, provided that where claims subject to arbitration are asserted against a county,  
39 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of  
40 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall  
41 use the Contract as a basis for decisions.

### 42 43 **1-09.13(4) Venue for Litigation** 44 *(December 30, 2022 APWA GSP)*

45  
46 Revise this section to read:

47  
48 Litigation shall be brought in the Superior Court of the county in which the Contracting  
49 Agency's headquarters is located, provided that where claims are asserted against a  
50 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is  
51 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the

Contracting Agency to have timely access to all records deemed necessary by the  
Contracting Agency to assist in evaluating the claims or action.

## **Temporary Traffic Control**

### **Traffic Control Management**

#### ***General***

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

(October 3, 2022)

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035  
<https://www.nwlett.edu>

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

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

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

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

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

**Measurement**

***Reinstating Unit Items With Lump Sum Traffic Control***

The first sentence of the first paragraph of Section 1-10.4(3) is revised to read:

(March 20, 2025)

The Bid Proposal may establish the project as lump sum, in accordance with Section 1-10.4(1) and also include one or more of the items included above in Section 1-10.4(2).

**Payment**

***Lump Sum Bid for Project (No Unit Items)***

In Section 1-10.5(1), the paragraph following the bid item "Project Temporary Traffic Control", lump sum is revised to read:

(November 4, 2024)

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10 except for costs compensated by Bid Proposal items reinstated as described in Section 1-10.5(3).

**Division 2  
Earthwork**

**2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 2-02 is supplemented with the following:

**2-02.1 Description of Work**

"Remove Wire Fence" is related to a portion of existing wire fence will be in conflict with the work area and will need to be removed prior to clearing, grading and the placement of streambed materials.

**2-02.3 Construction Requirements**

Posts and wire of the existing fence shall be moved to the extents shown in the plans, to the nearest existing post outside of the grading limits shown on the plans. Removed posts, wire, and post anchors (if present) shall become property of the contractor and be removed from the project area.

**2-02.4 Measurement**

Remove Wire Fence	Linear Foot
-------------------	-------------

**2-02.5 Payment**

"Remove Wire Fence," per linear foot.

The unit contract price per linear foot for "Remove Wire Fence" shall be full payment for all costs with the work required to remove the portion of fence shown in the plans. This includes disposal of removed material.

### Division 3 Aggregate Production and Acceptance

#### Acceptance of Aggregate

#### Materials

#### ***Recycled Concrete Aggregate Approval and Acceptance***

Section 9-03.21(1)C1 is supplemented with the following:

(March 20, 2025)

<b>Tier 4: For Recycled Concrete Aggregates from Stockpiles of Unknown Sources for Specific Applications</b>	
Approval Requirements	<p>The Reclamation Facility shall be listed on the WSDOT Qualified Products List. The Reclamation Facility shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 10 "Standard Practice for Approval of Reclamation Facilities of Recycled Concrete Aggregates from Stockpiles of Unknown Sources". The Reclamation Facility's QCP shall be submitted through the QPL Engineer and approved by the WSDOT State Materials Laboratory. Once accepted, changes to the QCP will require a new QCP to be submitted for acceptance.</p> <p>The evaluation shall include all requirements associated with the natural occurring aggregate specifications (i.e. an application for Crushed Surfacing shall meet all requirements of Section 9-03.9(3) Crushed Surfacing) including but not limited to aggregate source properties (LA Wear and Degradation) and deleterious material requirements.</p> <p>The Reclamation Facility shall only supply the material type(s) as listed on the Reclamation Facilities QPL page.</p>
Acceptance Requirements	<p>Certification of toxicity characteristics in accordance with Section 9-03.21(1) is required.</p> <p>Field acceptance testing in accordance with Section 3-04 is required.</p> <p>Provide certification in accordance with WSDOT QC 10 for every lot. A lot shall be no larger than 10,000 tons.</p>
Approved to provide one or more of the following Aggregate Materials as listed on the Reclamation Facilities Tier 4 QPL page:	
Tier 1 aggregate materials 9-03.1 Coarse Aggregate for Commercial Concrete, Concrete class 3000, or Cement Concrete Pavement 9-03.9(1) Ballast 9-03.9(2) Permeable Ballast 9-03.9(3) Crushed Surfacing 9-03.12(1)A Gravel Backfill for Foundations Class A	

## Division 6 Structures

Division 6 is supplemented with the following:

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

### Utility Hanger System

#### Description

The Work described for Utility Hanger System includes furnishing all support brackets, saddles/hangers, rigid galvanized pipe, nuts, bolts, washers and other components as well as fabricating and installing system components as shown in the Plans and specified in the Special Provisions.

#### Materials

All hanger rods, nuts and washers, shall be steel or stainless steel conforming to Section 9-28.11, and shall be galvanized in accordance with ASTM F2329. Bolts and hanger rods shall be Grade A or B. Nuts shall be Grade A.

Steel angles, bars, and plates shall conform to ASTM A 36 and shall be galvanized in accordance with AASHTO M 111.

Steel square tubing, both perforated and solid wall, shall conform to the requirements for steel sign posts as specified in Section 9-28.14(2).

Steel saddles shall be of the type specified in the Plans. Steel saddles shall conform to ASTM A 36 or ASTM A666 Type 201 Stainless Steel and shall be galvanized in accordance with AASHTO M 111. The Engineer may approve alternative saddle material.

Galvanizing repair paint shall conform to Section 9-08.1(2)B.

Rigid galvanized steel pipe shall be of the type specified in the Plans and shall conform to Section 9-15.1(1).

The Contractor shall submit a manufacturer's Certificate of Compliance for all Utility Hanger System materials prior to installation.

#### Construction Requirements

The Contractor shall fabricate, field fit as necessary, and install the Utility Hanger System as shown in the Plans and as specified below.

The Contractor shall construct the Utility Hanger system in the following sequence:

1. Remove the existing PVC/Steel irrigation line within the channel excavation limits;
2. Cap the ends of the irrigation line that have been left in place, prior to and after the removed section;
3. Mark the ends of the capped sections with a board or other device that protrudes above the final ground surface; and

1 4. Install the Utility Hanger System in the approximate location of the new PVC  
2 irrigation line.  
3

4 The Contractor shall coordinate with the Utility Owner prior to and during the installation  
5 of the Utility Hanger System, as specified in Section 1-07.17.  
6

#### 7 **Measurement**

8  
9 No specific unit of measurement shall apply to Utility Hanger System.  
10

#### 11 **Payment**

12  
13 "Utility Hanger System", lump sum. The lump sum Contract payment shall be full  
14 compensation for all costs incurred by the Contractor in performing the Contract Work for  
15 Utility Hanger System as shown in the Plans and specified in the Special Provisions.  
16

### 17 **Division 8** 18 **Miscellaneous Construction** 19

#### 20 **Erosion Control and Water Pollution Control**

#### 21 **Construction Requirements**

##### 22 ***General***

23  
24  
25 The tenth paragraph of Section 8-01.3(1) is revised to read:  
26  
27

28 **(January 25, 2010)**

##### 29 **Erodible Soil Eastern Washington**

30 Erodible soil not being worked whether at final grade or not, shall be covered within  
31 the following time period using an approved soil cover practice:  
32

33 July 1 through September 30	30 days
34 October 1 through June 30	15 days

##### 35 **Erosion and Sediment Control (ESC) Lead**

36  
37  
38 Item number 3 and 4 in the second paragraph of Section 8-01.3(1)B are revised to  
39 read:  
40

41 **(October 3, 2022)**

42 3. Submit to the Engineer no later than the end of the next working day  
43 following the inspection a TESC Inspection Report that includes:  
44

- 45 a. When, where, and how BMPs were installed, maintained, modified, and  
46 removed.
- 47 b. Observations of BMP effectiveness and proper placement.
- 48 c. Recommendations for improving future BMP performance with  
49 upgraded or replacement BMPs when inspections reveal TESC BMP  
50 deficiencies.  
51  
52

- 1  
2 d. Identify for each discharge point location whether there is compliance  
3 with state water quality standards in WAC 173-201A for turbidity and  
4 pH.

5 **8-12 CHAIN LINK FENCE AND WIRE FENCE**

6  
7 Section 8-12.3 is supplemented with the following:

8 **8-12.3 Construction Requirements**

9 Wire Fence shown to be removed on the plans shall be replaced per the detail on sheet  
10 C3. This fence is intended to replace with a product equal to that of the portion removed  
11 to allow for the other work specified for the project.

12 No posts shall be placed within the channel banks. This is defined as ten feet either side  
13 (left or right) of the channel centerline.

14 **8-30 STREAMS, RIVERS, AND WATERBODIES**

15  
16 Section 8-30 is supplemented with the following:

17 **8-30.2 Materials**

18 “Streambed Material”, as noted in the plans and construction requirements below, shall  
19 meet the following requirements for approximate, constituent standard materials:

Standard Item	Std Spec (Material)	Proportion
Streambed Sediment	9-03.11(1)	30%
Streambed Cobbles – 10 Inch	9-03.11(4)	50%
Streambed Boulder – Type 1	9-03.11(5)	20%

20 The “Fine Material or Sand” and “Gravel or Coarse sand” described in the Streambed  
21 Channel Preparation and Riprap Preparation details in the plans and in the construction  
22 requirements below shall meet the material requirements for “Streambed Sand”  
23 (Standard Specification 9-03.11(3)).

24 **8-30.3(4) Stemilt Creek Construction Requirements**

25  
26 Refer to sheet C5 of the plans. The following are guidelines for the preparation of the  
27 Streambed Channel and Riprap near the existing bridge structure:

28  
29 Streambed Channel Preparation

30  
31 Following excavation of the channel to accommodate streambed material:

- 32 1. Place 12” lift of streambed material  
33 2. Place 1” of fine material or sand uniformly over streambed sediment. Apply turbid  
34 water to wash the fine material into the streambed sediment.



- 1 3. Place an additional 12" of streambed sediment uniformly over streambed material
- 2 mixture.
- 3 4. Repeat steps 2 and 3 until minimum streambed material depth and finish grade is
- 4 met.
- 5
- 6 **Riprap Preparation**
- 7
- 8 Following excavation of the channel to accommodate streambed material:
- 9 1. Place 6" lift of granular filter layer.
- 10 2. Place 15" lift of WSDOT Class B riprap (Rock for Erosion and Scour Protection Class
- 11 B)
- 12 3. Place 1" of gravel or coarse sand uniformly over riprap. Apply turbid water to wash
- 13 the material into riprap.
- 14 4. Place additional lift(s) of riprap uniformly over riprap material mixture.
- 15 5. Repeat steps 3 and 4 until minimum depth and finish grade is met. Place streambed
- 16 material over riprap mixture according to streambed channel preparation above.
- 17

#### 18 **8-30.4 Measurement**

19 Section 8-30.4 shall include the following:

20

Streambed Sediment	Cubic Yard
Streambed Cobbles 10-inch	Cubic Yard
Streambed Boulder – Type 1	Cubic Yard

21

#### 22 **8-30.5 Payment**

23

24 "Stream Sediment", "Stream Cobbles 10-inch", and "Streambed Boulder Type 1 will be

25 measured by the cubic yard in place determined by the neat lines required by the plans.

26 The approximate proportions for the mix of these three items is listed in the plans.

27

28

29

30

31

32

#### **Appendices (January 2, 2012)**

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

34

35

36

37

38

39

\*\*\*

APPENDIX A: Pacific Northwest Region Fire Protection and Suppression, Page 1 through Page 9.

APPENDIX B: Hydraulic Project Approval, Page 1 through Page 7.

APPENDIX C: USACE Permit NWS-2024-379, Page 1 through 3; and  
Nationwide Permit 14, Page 1 through Page 28.

APPENDIX D: Inadvertent Discovery Plan, Page 59 through 61.  
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**(May 5, 2025)**  
**Standard Plans**

The Washington State Department of Transportation *Standard Plans* M21-01, published September 2024, is made a part of this Contract with the following revisions:

A-10.30

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

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

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-50.40

Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-90.40

Valve Detail – DELETED

C-20.41

Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not

needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation between the bottom of the guardrail post and top of the culvert"  
BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."  
SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

#### C20-43

Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater separation between the bottom of guardrail post and top of culvert."

BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly length dimension - "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

#### C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

#### C-60.20

Sheet 1, Plan view, callout - "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"

#### C-70.15

BARRIER CONNECTION DETAIL, callout - "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-20.3(20)" is revised to read "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH GROUT TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-02.3(20)"

#### C81.10

Sheet 1, TYPICAL SECTION - TRAFFIC BARRIER the R4 #6 bar on the traffic face may be placed 4" down from the top of the barrier to allow additional room to install BP railing or other attachments. The R4 bar shall be kept tight to the front R2 bar.

Sheet 4, the existing table "IMPACT SHEAR AND IMPACT MOMENT TABLE" is renamed to "IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS" keynote 25 is still applicable.

Sheet 4, NOTES, the following Note is added: "3. Deck overhangs for this use constitute plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs or approach slabs, or plain reinforced and longitudinally prestressed box girders which employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls, and or Structure segments tied together without a topping slab, with the ties in the barrier resistance load path, shall use the impact shear and moments for other supporting structures."

Sheet 4, the following table is added with a keynote 25.

IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES										
	Interior Segment					End Segment				
Roadway and Fill Height at Curb Line (in)	0	6	12	18	24	0	6	12	18	24
End Segment Length (ft)	-	-	-	-	-	10.00	10.50	11.25	11.75	12.50
Impact Moment (kip*ft/ft)	19.86	24.12	28.55	33.16	37.97	20.80	25.17	29.65	34.27	39.04
Impact Shear (kip/ft)	7.89	8.04	8.23	8.44	8.68	8.27	8.39	8.54	8.72	8.92

#### C-81.15

Sheet 1, General Notes, Add Note 7, to read; "7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3."

#### C-85.11

On Section B, the callout "3" EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)" is revised to read "3" EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)"

#### D-3.09

Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – "BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16" is revised to read: "BARRIER ON WALL ~ SEE CONTRACT PLANS"

#### D-3.10

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

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

#### D-3.11

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

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

#### D-10.10

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW".

D-10.15

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW".

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7".

D-10.45

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8".

F-10.18

Note 1; "Construct curb joints at concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing." is revised to read – "See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing."

F-30.10

All five instances of the "2.0% MAX." are replaced with "2.1% MAX."

F-40.12

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.14

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

1 7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted  
2 herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for  
3 details. Use a single constant slope from bottom of ramp to top of ramp to match into the  
4 landing. Do not include the abutting landing in the Curb Ramp length measurement. When  
5 a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius  
6 along the back of the walkway.

7 Section A is amended as follows:

8 Delete: "15' – 0" MAX. (TYP.)"

9 Section C is amended as follows:

10 Delete: "15' – 0" MAX. (TYP.)"

11  
12 F-40.15

13 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

14 Note 7 is replaced with the following:

15 7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted  
16 herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for  
17 details. Use a single constant slope from bottom of ramp to top of ramp to match into the  
18 landing. Do not include the abutting landing in the Curb Ramp length measurement.

19 Section A is amended as follows:

20 Delete: "15' – 0" MAX. (TYP.)"

21  
22 F-40.16

23 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

24 Note 8 is replaced with the following:

25 7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted  
26 herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for  
27 details. Use a single constant slope from bottom of ramp to top of ramp to match into the  
28 landing. Do not include the abutting landing in the Curb Ramp length measurement.

29 Section A is amended as follows:

30 Delete: "15' – 0" MAX. (TYP.)"

31 Section B is amended as follows:

32 Delete: "15' – 0" MAX. (TYP.)"

33  
34 F-80.10

35 The one instance of "2.0% MAX." is replaced with "2.1% MAX."

36 Note 6 is replaced with the following:

37 The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as  
38 noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract  
39 plans for details. Use a single constant slope from bottom of ramp to top of ramp to match  
40 into the sidewalk.

41 Section A is amended as follows:

42 Delete: "15" Max."

43  
44 J-10.10

45 Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' –  
46 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

47 Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-  
48 SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED  
49 TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL  
50 STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

51  
52 J-10.16

1 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
2  
3 J-10.17  
4 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
5  
6 J-10.18  
7 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
8  
9 J-20.01  
10 STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height  
11 column – “15'-0” ”is revised to read; “14'-0” ”  
12  
13 J-20.10  
14 DELETED  
15  
16 J-20.11  
17 DELETED  
18  
19 J-20.26  
20 Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton  
21 post.”  
22 Add General Note 2, to read: “Signs shown are for locations with pedestrian signal  
23 displays (Accessible Pedestrian Signals/APS). Accessible information device (AID)  
24 pushbuttons signs not shown.”  
25 Revise View Titles (Both Sheets) to read: “ACCESSIBLE PEDESTRIAN PUSHBUTTON  
26 ASSEMBLY”  
27  
28 J-20.16  
29 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE  
30  
31 J-21.10  
32 Sheet 1, Anchor Bolt Template, callout; “9” (IN) BOLT CIRCLE” is revised to read: “9” (IN)  
33 DIA.BOLT CIRCLE”  
34 Base Plate Detail, callout; “3/4” (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6”  
35 (IN)” IS REVISED TO READ; “3/4” (IN) STEEL PLATE WITH HOLE = POLE BASE +  
36 1/16” (IN)”  
37 Flat Foundation Detail – Elevation, callout; “ANCHOR BOLTS ~ 3/4” (IN) x 30” (IN) FULL  
38 THREAD ~ THREE REQ'D. PER ASSEMBLY” is revised to read; “ANCHOR BOLTS ~ 3/4”  
39 (IN) x 30” (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY”  
40 Flat Foundation Detail – Elevation, dimension; 4' – 0” is revised to read; “4' – 0” ROUND  
41 OR 3' – 0” SQUARE”  
42  
43 J-21.15  
44 Partial View, callout, was – LOCK NIPPLE ~ 1 1/2” DIAM., is revised to read; CHASE  
45 NIPPLE ~ 1 1/2” (IN) DIAM.  
46  
47 J-21.16  
48 On both elevation views, the overall standard height dimension “15'-0” ” is revised to read;  
49 “14'-0” ”  
50  
51 J-28.30

General Note 13 – “See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier” is revised to read; “See Standard Plan C-85.15 for steel light standards on traffic barrier.”

J-40.10

Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36

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

J-40.37

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

J-50.15

Sheet 1, SECTION A, the call out “LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3 PAIRS” is revised to read “LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS”

J-75.20

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

J-75.55

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

L-5.10

Add new general Note 9 on sheet 1 – “9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure.”

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE NOTE 5)”

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.



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A-10.10-00.....8/7/07	A-30.35-00..... 10/12/07	A-50.10-02..... 7/18/24
A-10.20-00..... 10/5/07	A-40.00-01..... 7/6/22	A-50.40-01..... 8/17/21
A-10.30-00..... 10/5/07	A-40.10-04..... 7/31/19	A-60.10-03..... 12/23/14
A-20.10-00..... 8/31/07	A-40.15-00..... 8/11/09	A-60.20-03..... 12/23/14
A-30.10-00..... 11/8/07	A-40.20-04..... 1/18/17	A-60.30-01..... 6/28/18
A-30.30-01..... 6/16/11	A-40.50-03..... 9/12/23	A-60.40-00..... 8/31/07

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B-5.20-03.....9/9/20	B-30.50-03 ..... 2/27/18	B-75.20-03 ..... 8/17/21
B-5.40-02..... 1/26/17	B-30.60-00 ..... 9/9/20	B-75.50-02 ..... 3/15/22
B-5.60-02..... 1/26/17	B-30.40-03 ..... 2/27/18	B-70.60-01 ..... 1/26/17
B-10.20-03..... 8/23/23	B-30.70-04 ..... 2/27/18	B-75.60-00 ..... 6/8/06
B-10.40-02..... 8/17/21	B-30.80-01 ..... 2/27/18	B-80.20-00 ..... 6/8/06
B-10.70-03..... 8/23/23	B-30.90-02 ..... 1/26/17	B-80.40-00 ..... 6/1/06
B-15.20-01..... 2/7/12	B-35.20-00 ..... 6/8/06	B-85.10-01 ..... 6/10/08
B-15.40-01..... 2/7/12	B-35.40-01 ..... 8/23/23	B-85.20-00 ..... 6/1/06
B-15.60-02..... 1/26/17	B-40.20-00 ..... 6/1/06	B-85.30-00 ..... 6/1/06
B-20.20-02..... 3/16/12	B-40.40-02 ..... 1/26/17	B-85.40-00 ..... 6/8/06
B-20.40-04..... 2/27/18	B-45.20-01 ..... 7/11/17	B-85.50-01 ..... 6/10/08
B-20.60-03..... 3/15/12	B-45.40-01 ..... 7/21/17	B-90.10-00 ..... 6/8/06
B-25.20-02..... 2/27/18	B-50.20-00 ..... 6/1/06	B-90.20-00 ..... 6/8/06
B-25.60-03..... 8/23/23	B-55.20-03 ..... 8/17/21	B-90.30-00 ..... 6/8/06
B-30.05-00..... 9/9/20	B-60.20-02 ..... 9/9/20	B-90.40-01 ..... 1/26/17
B-30.10-03..... 2/27/18	B-60.40-01 ..... 2/27/18	B-90.50-00 ..... 6/8/06
B-30.15-00..... 2/27/18	B-65.20-01 ..... 4/26/12	B-95.20-02 ..... 8/17/21
B-30.20-04..... 2/27/18	B-65.40-00 ..... 6/1/06	B-95.40-01 ..... 6/28/18
B-30.30-03..... 2/27/18	B-70.20-01 ..... 3/15/22	

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C-1.....9/8/22	C-23.70-01 .... 10/16/23	C-70.10-04 .... 10/16/23
C-1b..... 10/12/23	C-24.10-05 ..... 7/21/24	C-70.15-01 ..... 7/21/24
C-1d..... 10/31/03	C-24.15-00 ..... 3/15/22	C-75.10-02 ..... 9/16/20
C-6a.....9/8/22	C-25.20-07 ..... 8/20/21	C-75.20-03 ..... 8/20/21
C-7.....9/8/22	C-25.22-06 ..... 8/20/21	C-75.30-03 ..... 8/20/21
C-7a.....9/8/22	C-25.26-05 ..... 8/20/21	C-80.10-03 .... 10/16/23
C-20.10-09 .... 10/12/23	C-25.30-01 ..... 8/20/21	C-80.20-01 ..... 6/11/14
C-20.14-05 ..... 9/8/22	C-25.32-00 ..... 7/29/24	C-80.30-02 ..... 8/20/21
C-20.15-03 .... 10/12/23	C-25.80-05 ..... 8/12/19	C-80.40-01 ..... 6/11/14
C-20.18-04 ..... 9/8/22	C-60.10-04 ..... 7/21/24	C-85.10-00 ..... 4/8/12
C-20.40-10 .... 10/12/23	C-60.15-01 ..... 7/21/24	C-85.11-01 ..... 9/16/20
C-20.41-05 ..... 7/18/24	C-60.20-01 ..... 9/8/22	C-85.15-03 .... 10/17/23
C-20.43-01 ..... 7/18/24	C-60.30-02 ..... 7/21/24	C-85.18-03 ..... 9/8/22
C-20.44-00 ..... 8/13/24	C-60.40-01 ..... 7/21/24	C-81.10-00 ..... 9/12/23
C-20.45-03 ..... 9/8/22	C-60.45-01 ..... 7/21/24	C-81.15-00 ..... 9/12/23
C-20.55-00 ..... 7/30/24	C-60.50-01 ..... 7/21/24	
C-22.16-08 .... 10/17/23	C-60.60-01 ..... 7/21/24	
C-22.40-11 ..... 7/21/24	C-60.70-01 ..... 9/8/22	
C-22.45-07 ..... 7/21/24	C-60.80-02 ..... 7/21/24	

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D-2.36-03 ..... 6/11/14	D-3.11-03 ..... 6/11/14	D-10.25-01 ..... 8/7/19
D-2.46-02 ..... 8/13/21	D-4 ..... 12/11/98	D-10.30-00 ..... 7/8/08
D-2.84-00 ..... 11/10/05	D-6 ..... 6/19/98	D-10.35-00 ..... 7/8/08
D-2.92-01 ..... 4/26/22	D-10.10-01 ..... 12/2/08	D-10.40-01 ..... 12/2/08

1	D-3.09-00 ..... 5/17/12	D-10.15-01 ..... 12/2/08	D-10.45-01 ..... 12/2/08
	D-3.10-01 ..... 5/29/13	D-10.20-01 ..... 8/7/19	D-20.10-00 ..... 10/9/23
2	E-1 ..... 2/21/07	E-4 ..... 8/27/03	E-20.10-00 ..... 9/12/23
	E-2 ..... 5/29/98	E-4a ..... 8/27/03	E-20.20-00 ..... 10/4/23
3	F-10.12-04 ..... 9/24/20	F-10.62-02 ..... 4/22/14	F-40.15-04 ..... 9/25/20
	F-10.16-00 ..... 12/20/06	F-10.64-03 ..... 4/22/14	F-40.16-03 ..... 6/29/16
	F-10.18-04 ..... 6/28/24	F-30.10-04 ..... 9/25/20	F-45.10-05 ..... 6/4/24
	F-10.40-04 ..... 9/24/20	F-40.12-03 ..... 6/29/16	F-80.10-04 ..... 7/15/16
	F-10.42-00 ..... 1/23/07	F-40.14-03 ..... 6/29/16	
4	G-10.10-00 ..... 9/20/07	G-24.50-05 ..... 8/7/19	G-90.10-03 ..... 7/11/17
	G-20.10-03 ..... 8/20/21	G-24.60-05 ..... 6/28/18	G-90.20-05 ..... 7/11/17
	G-22.10-04 ..... 6/28/18	G-25.10-05 ..... 9/16/20	G-90.30-04 ..... 7/11/17
	G-24.10-00 ..... 11/8/07	G-26.10-00 ..... 7/31/19	G-95.10-02 ..... 6/28/18
	G-24.20-01 ..... 2/7/12	G-30.10-04 ..... 6/23/15	G-95.20-03 ..... 6/28/18
	G-24.30-02 ..... 6/28/18	G-50.10-03 ..... 6/28/18	G-95.30-03 ..... 6/28/18
	G-24.40-07 ..... 6/28/18		
5	H-10.10-01 ..... 6/2/24	H-30.10-00 ..... 10/12/07	H-70.10-02 ..... 8/17/21
	H-10.11-00 ..... 6/2/24	H-32.10-00 ..... 9/20/07	H-70.20-02 ..... 8/17/21
	H-10.15-01 ..... 6/2/24	H-60.10-01 ..... 7/3/08	
	H-10.16-00 ..... 6/2/24	H-60.20-01 ..... 7/3/08	
6	I-10.10-01 ..... 8/11/09	I-30.20-00 ..... 9/20/07	I-40.20-00 ..... 9/20/07
	I-30.10-02 ..... 3/22/13	I-30.30-02 ..... 6/12/19	I-50.20-02 ..... 7/6/22
	I-30.15-02 ..... 3/22/13	I-30.40-02 ..... 6/12/19	I-60.10-01 ..... 6/10/13
	I-30.16-01 ..... 7/11/19	I-30.60-02 ..... 6/12/19	I-60.20-01 ..... 6/10/13
	I-30.17-01 ..... 6/12/19	I-40.10-00 ..... 9/20/07	I-80.10-02 ..... 7/15/16
6	J-05.50-00 ..... 8/30/22	J-26.10-03 ..... 7/21/16	J-50.05-00 ..... 7/21/17
	J-10 ..... 7/18/97	J-26.15-01 ..... 5/17/12	J-50.10-01 ..... 7/31/19
	J-10.10-04 ..... 9/16/20	J-26.20-01 ..... 6/28/18	J-50.11-02 ..... 7/31/19
	J-10.12-00 ..... 9/16/20	J-27.10-01 ..... 7/21/16	J-50.12-02 ..... 8/7/19
	J-10.14-00 ..... 9/16/20	J-27.15-00 ..... 3/15/12	J-50.13-01 ..... 8/30/22
	J-10.15-01 ..... 6/11/14	J-28.01-00 ..... 8/30/22	J-50.15-01 ..... 7/21/17
	J-10.16-02 ..... 8/18/21	J-28.10-02 ..... 8/7/19	J-50.16-01 ..... 3/22/13
	J-10.17-02 ..... 8/18/21	J-28.22-00 ..... 8/07/07	J-50.18-00 ..... 8/7/19
	J-10.18-02 ..... 8/18/21	J-28.24-02 ..... 9/16/20	J-50.19-00 ..... 8/7/19
	J-10.20-04 ..... 8/18/21	J-28.26-01 ..... 12/02/08	J-50.20-00 ..... 6/3/11
	J-10.21-02 ..... 8/18/21	J-28.30-04 ..... 6/18/24	J-50.25-00 ..... 6/3/11
	J-10.22-03 ..... 10/4/23	J-28.40-02 ..... 6/11/14	J-50.30-00 ..... 6/3/11
	J-10.25-01 ..... 6/21/24	J-28.42-01 ..... 6/11/14	J-60.05-01 ..... 7/21/16
	J-10.26-00 ..... 8/30/22	J-28.43-01 ..... 6/28/18	J-60.11-00 ..... 5/20/13
	J-12.15-00 ..... 6/28/18	J-28.45-03 ..... 7/21/16	J-60.12-00 ..... 5/20/13
	J-12.16-00 ..... 6/28/18	J-28.50-03 ..... 7/21/16	J-60.13-00 ..... 6/16/10
	J-15.10-01 ..... 6/11/14	J-28.60-03 ..... 8/27/21	J-60.14-01 ..... 7/31/19
	J-15.15-02 ..... 7/10/15	J-28.70-04 ..... 8/30/22	J-75.10-02 ..... 7/10/15
	J-20.01-01 ..... 6/21/24	J-29.10-02 ..... 8/26/22	J-75.20-01 ..... 7/10/15
	J-20.05-00 ..... 6/21/24	J-29.15-01 ..... 7/21/16	J-75.30-02 ..... 7/10/15
	J-20.10-05 ..... 10/4/23	J-29.16-02 ..... 7/21/16	J-75.50-00 ..... 8/30/22

	J-20.11-03..... 7/31/19	J-30.10-01 ..... 8/26/22	J-75.55-00 ..... 8/30/22
	J-20.15-04 ..... 6/21/24	J-40.01-00 ..... 8/30/22	J-80.05-00 ..... 8/30/22
	J-20.16-02 ..... 6/30/14	J-40.05-00 ..... 7/21/16	J-80.10-01 ..... 8/18/21
	J-20.20-02 ..... 5/20/13	J-40.10-04 ..... 4/28/16	J-80.12-00 ..... 8/18/21
	J-20.26-01 ..... 7/12/12	J-40.20-03 ..... 4/28/16	J-80.15-00 ..... 6/28/18
	J-21.10-05 ..... 6/21/24	J-40.30-04 ..... 4/28/16	J-81.10-02 ..... 8/18/21
	J-21.15-01 ..... 6/10/13	J-40.35-01 ..... 5/29/13	J-81.12-00 ..... 9/3/21
	J-21.16-02 ..... 6/21/24	J-40.36-02 ..... 7/21/17	J-84.05-00 ..... 8/30/22
	J-21.17-01 ..... 6/10/13	J-40.37-02 ..... 7/21/17	J-86.10-00 ..... 6/28/18
	J-21.20-01 ..... 6/10/13	J-40.38-01 ..... 5/20/13	J-90.10-03 ..... 6/28/18
	J-22.15-03 ..... 6/21/24	J-40.39-00 ..... 5/20/13	J-90.20-03 ..... 6/28/18
	J-22.16-03 ..... 7/10/15	J-40.40-02 ..... 7/31/19	J-90.21-02 ..... 6/28/18
	J-22.17-00 ..... 6/21/24	J-45.36-00 ..... 7/21/17	J-90.50-00 ..... 6/28/18
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	K-70.20-01 ..... 6/1/16	K-80.32-00 ..... 8/17/21	K-80.35-01 ..... 9/16/20
	K-80.10-02 ..... 9/25/20	K-80.34-00 ..... 8/17/21	K-80.37-01 ..... 9/16/20
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	L-5.10-02 ..... 6/5/24	L-20.10-03 ..... 7/14/15	L-40.20-02 ..... 6/21/12
	L-5.15-00 ..... 9/19/22	L-30.10-02 ..... 6/11/14	L-70.10-01 ..... 5/21/08
	L-10.10-02 ..... 6/21/12	L-40.15-01 ..... 6/16/11	L-70.20-01 ..... 5/21/08
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	M-1.20-04 ..... 9/25/20	M-9.60-00 ..... 2/10/09	M-24.66-00 ..... 7/11/17
	M-1.40-03 ..... 9/25/20	M-11.10-04 ..... 8/2/22	M-40.10-04 ..... 10/17/23
	M-1.60-03 ..... 9/25/20	M-12.10-04 ..... 6/28/24	M-40.20-00 ..... 10/12/07
	M-1.80-03 ..... 6/3/11	M-15.10-02 ..... 7/17/23	M-40.30-01 ..... 7/11/17
	M-2.20-03 ..... 7/10/15	M-17.10-02 ..... 7/3/08	M-40.40-00 ..... 9/20/07
	M-2.21-00 ..... 7/10/15	M-20.10-04 ..... 8/2/22	M-40.50-00 ..... 9/20/07
	M-3.10-04 ..... 9/25/20	M-20.20-02 ..... 4/20/15	M-40.60-00 ..... 9/20/07
	M-3.20-04 ..... 8/2/22	M-20.30-05 ..... 6/28/24	M-60.10-01 ..... 6/3/11
	M-3.30-04 ..... 9/25/20	M-20.40-03 ..... 6/24/14	M-60.20-03 ..... 8/17/21
	M-3.40-04 ..... 9/25/20	M-20.50-02 ..... 6/3/11	M-65.10-03 ..... 8/17/21
	M-3.50-03 ..... 9/25/20	M-24.20-02 ..... 4/20/15	M-80.10-01 ..... 6/3/11
	M-5.10-03 ..... 9/25/20	M-24.40-02 ..... 4/20/15	M-80.20-00 ..... 6/10/08
	M-7.50-01 ..... 1/30/07	M-24.60-04 ..... 6/24/14	M-80.30-00 ..... 6/10/08
	M-9.50-02 ..... 6/24/14	M-24.65-00 ..... 7/11/17	
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***APPENDIX A***  
***Pacific Northwest Region***  
***Fire Protection and Suppression***

**Pacific Northwest Region  
Fire Protection and Suppression**

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of the said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting officer may by written notice, authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in a project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project, which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area or at prior agreed to rates.

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e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.
- (3) A heavy truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

**Industrial Fire Precautions Schedule**

Level Industrial Fire Precaution (IFPL)

- I. Closed season- Fire Precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.
- II. Partial hoot-owl- The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
  - a. power saws, except at loading sites;
  - b. cable yarding;
  - c. blasting;
  - d. welding or cutting of metal.
- III. Partial shutdown- The following shall be prohibited except as indicated:

Cable Yarding – except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground.

Power Saws – except power saws may be used at loading sites and on the tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown – All operations are prohibited.

The following definitions shall apply to those Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: Include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading, and paving;



- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences, and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting officer shall consider site-specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

**NOTE:** The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

#### 8. Fire Tools

The contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

- a. 2 axes or Pulaski's with a 32-inch handles;
- b. 3 adze eye hoes, one Pulaski may be substituted for one adze eye hoe;
- c. 3 long-handled, round point shovels, size "o" or larger.

#### 9. Fire Security

When the Industrial Fire Precaution Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the

Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all firefighting activities.

Services described shall be for at least one hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal, are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "I" or greater, a fire security person equipped with a long handled, round point, No. "O" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

11. Additional Fire Precautionary Measure 1- Tank Truck

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if power saw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a ¼ inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of ¼ inch diameter and a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

12. Additional Fire Precautionary Measure 2 - Communications

The Contractor shall provide adequate to-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications). Such communications shall be operable during periods of operation of power-driven equipment; including the time fire security is required.

***USDA Forest Service – Region 6***

**Fire Plan**

(For use with forms R6-FS-6300-50,  
R6-FS-6300-51, and R6-FS-6300-52)

Contractor \_\_\_\_\_ Contract Number \_\_\_\_\_

Project Name \_\_\_\_\_ Contract Performance Period \_\_\_\_\_

Contractor's Representative for Fire Matters

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
		<u>Office</u> <u>Residence</u>

_____	_____	_____	_____
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Contracting Officer's Representative

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
		<u>Office</u> <u>Residence</u>

_____	_____	_____	_____
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Forest Service Inspector(s)

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
		<u>Office</u> <u>Residence</u>

_____	_____	_____	_____
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Action by Contractor

The contractor shall take all reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of or becoming aware of such fire.

Action by Forest Service

The forest service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor and will require appreciable reinforcements, the Forest Service

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may take over suppression of the fire and may employ the Contractor's Personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following local sources:

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____
_____	_____	_____	_____

Contractor will [ ], will not [ ], permit employees to smoke while in the project area. Open fires will [ ], will not [ ], be permitted by the contractor. Although these activities may be permitted by the Contractor, it is understood that neither shall be allowed without being authorized in writing by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor's Employees Possessing Special Fires Qualifications

<u>Name</u>	<u>Best Fire Assignment</u>	<u>Other</u>
<u>Qualifications</u>		

Total number of employees who could perform firefighting duties\_\_\_\_\_

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Contractor's Equipment Available for Firefighting

Description, Type Make, Model, Size	Number Units	Location
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Joint Preparation of this fire plan is acknowledged:

_____ Contractor or Designated Representative	_____ Contracting Officer's Representative
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_____ Date:	_____ Date:
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***APPENDIX B***  
***Hydraulic Project Approval***



# HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 20, 2024

Project End Date: June 18, 2029

Permit Number: 2024-2-71+01

FPA/Public Notice Number: N/A

Application ID: 34947

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Public Works Department ATTENTION: Jason Detamore 316 Washington St, Ste 402 Wenatchee, WA 98801-4105	

**Project Name:** Stemilt Creek Bridge #103 Scour Replacement

**Project Description:** A high flow event in 2019 occurred within the Stemilt Creek basin which scoured the channel and undercut both abutments at Stemilt Creek Bridge #103. The stream appears to have degraded several feet since the structure was built and multiple scour countermeasures have been used over the years in an attempt to mitigate scour. The proposed project is an interim solution that will reliably perform until the bridge reaches the end of its service life. This project will bury riprap and place streambed material over the top to protect the bridge abutments and be completed in the fall of 2024 or 2025.

The design approach to address the abutment scour includes a combination of waterway improvements. These include channel realignment, installation of scour countermeasures, grade control, and bank stabilization measures. These design elements are described below.

**Channel realignment:** The channel alignment crosses the bridge at a diagonal angle, bringing the thalweg close to both bridge abutments. Proposed channel realignment will result in greater distance between the thalweg and abutments. Additionally, realignment will allow sufficient space for placing scour countermeasures at the abutments.

**Scour countermeasures:** Scour countermeasures are designed to protect the bridge abutments and their foundations from the scour of underlying soils. Scour countermeasure design includes properly sizing riprap and a riprap filter layer. The filter layer is designed to prevent "winnowing" of fines from the underlying soils.

**Grade control:** Several large boulders are proposed along the project reach. The boulders are sized to be immobile during the 100-year discharge. They will serve as channel roughness elements to reduce the stream power and grade control points to prevent further stream incision. Additionally, large streambed boulders provide fish habitat by introducing streambed complexity and opportunities for small pools to develop.

**Bank Stabilization:** Bank stabilization measures include vegetation treatments to the streambank and disturbed soils. These consist of live stakes, plantings, and seeding designed to establish robust stream vegetation and soil-reinforcing root networks.

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by June 18, 2029;



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provided: in-water work is done from July 1 - February 28 of any calendar year

2. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "90% Project Plans.pdf", dated May 6, 2024, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

3. **INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

## NOTIFICATION REQUIREMENTS

4. **PRE-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.

5. **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.

6. **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.

7. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

9. Clearly mark boundaries to establish the limit of work associated with site access and construction.

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

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

12. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

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





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

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

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

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

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

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

19. Straw, mulch, or any other biodegradable materials used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

20. 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.

21. 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.

22. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

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

### CONSTRUCTION MATERIALS

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

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

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

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

27. Use a cofferdam, dike, or similar structure to exclude water from the work area.

28. Maintain water quality when installing and removing the cofferdam, dike or similar structure.

29. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter. If pumping is required prior to defishing a WDFW approved fish screen is required. Please refer to the attached document "WDFW Fish Screens for Construction Dewatering" dated 9/20/2021.

30. 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.

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

### FISH LIFE REMOVAL

32. The department will require all person(s) removing fish from a job site to follow an approved protocol. An approved protocol is available on the department website.

<https://wdfw.wa.gov/licenses/environmental/hpa/application/assistance>



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

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

35. If personnel are available, the Washington Department of Fish and Wildlife and affected tribes may help capture and move fish life from the job site.

36. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.

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

### BRIDGE SCOUR PROTECTION

38. The length of the streambed work must not exceed 102 feet.

39. Class B Riprap can be applied as scour protection with a topcourse of blended streambed aggregate, as defined in the approved plans.

40. The constructed streambed shall contain sufficient fine material in order to seal sufficiently and prevent subsurface flow.

41. The engineer of record (EOR) or a WDFW representative must inspect and approve the new roughened channel before the stream is rewatered to ensure a proper seal of the bed.

### DEMOBILIZATION AND CLEANUP

42. 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.

43. Before the end of the in-water work period specified in the "timing limitations" provision, abandon temporary roads in wet or flood-prone areas.

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

45. 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.

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

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

48. Replant the job site with the plant species composition and planting densities defined in "90% Project Plans Revegetation.pdf", provided.

49. Remove non-biodegradable temporary erosion and sediment control methods after the job site is stabilized or within three months of project completion, whichever is sooner.

50. Complete replanting of riparian vegetation no later than November 15, after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the shrub and eighty percent of the tree plantings survive. Failure to achieve the eighty percent survival in year three of either the shrub or tree plantings will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

51. An annual report of plant survival must be uploaded to APPS ID: 34947 in the Aquatic Protection Permitting System by December 31st of the first full year following initial planting, and by December 31st for the subsequent 2 years post-planting. A field visit with WDFW staff is required to verify the 3 year, 80 percent survival was achieved for the project. To schedule a field visit, please email [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov).



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Issued Date: June 20, 2024

Project End Date: June 18, 2029

Permit Number: 2024-2-71+01

FPA/Public Notice Number: N/A

Application ID: 34947

LOCATION #1:	Site Name: Stemilt Creek Bridge #103 Scour Replacement 316 Washington St, Ste 402, Wenatchee, WA 98801-4105					
WORK START:	June 20, 2024			WORK END:	June 18, 2029	
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
40 - Alkali - Squilchuck		Stemilt Creek (rb)			Columbia River	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	11	21 N	20 E	47.323683	-120.281673	Chelan
<u>Location #1 Driving Directions</u>						
East of Wenatchee, WA continue on Malaga Alcoa Highway for 2.5 miles. Turn right onto Stemilt Creek Road and head south for 4.4 miles until Stemilt Creek Bridge #103 is located (mile post 1.42). This bridge is immediately south of 5827 Stemilt Creek Road.						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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



## HYDRAULIC PROJECT APPROVAL

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**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.

**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.



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Washington Department of  
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Application ID: 34947

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.

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.

Habitat Biologist ken.muir@dfw.wa.gov

Ken Muir

509-670-3291

for Director

WDFW

***APPENDIX C***  
***USACE Permit NWS-2024-379***



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT  
4735 EAST MARGINAL WAY SOUTH, BLDG 1202  
SEATTLE, WA 98134-2388

Regulatory Branch

January 24, 2025

Mr. Jason Detamore  
Chelan County Public Works Department  
316 Washington Street, Suite 402  
Wenatchee, Washington, 98801

Reference: NWS-2024-379  
Chelan County DPW  
(Channel Realignment)

Dear Mr. Detamore:

We have reviewed your application to excavate up to 250 cubic yards of streambed material and discharge up to 220 cubic yards of fill within 900 square feet of Stemilt Creek, near Malaga, Chelan County, Washington. Temporary impacts proposed include placement of up to 14 cubic yards of sandbags in up to 120 square feet of Stemilt Creek for the purpose of a stream diversion. The purpose of the project is to maintain and protect bridge abutments. Based on the information you provided to us, Nationwide Permit (NWP) 14, *Linear Transportation Projects* (Federal Register December 27, 2021 Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated May 30, 2024.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14, Terms and Conditions* and the following special condition:

- a. You must implement and abide by the Endangered Species Act (ESA) requirements and/or agreements set forth in the Scour Program – Stemilt Creek Bridge #103 Channel Restoration Biological Assessment dated April 2024. The National Marine Fisheries Service (NMFS) provided the enclosed Letter of Concurrence (LOC) with a finding of “may affect, not likely to adversely affect” based on this document on September 16, 2024 (NMFS Reference Number WRCO-2024-02157). The NMFS will be informed of this permit issuance. Failure to comply with the commitments made in this consultation constitutes non-compliance with the ESA and your U.S. Army Corps of Engineers permit. The NMFS is the appropriate authority to determine compliance with ESA.

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

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

Our verification of this NWP authorization is valid until March 14, 2026, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2026, you will have until March 14, 2027, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

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

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at [nws.compliance@usace.army.mil](mailto:nws.compliance@usace.army.mil). Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. Referenced documents and information about our program are available on our website



at [www.nws.usace.army.mil](http://www.nws.usace.army.mil), select "Regulatory Permit Information". If you have any questions, please contact Shannon Flannigan at [Shannon.C.Flannigan@usace.army.mil](mailto:Shannon.C.Flannigan@usace.army.mil) or (509) 559-9932.

Sincerely,

A handwritten signature in black ink, appearing to read "Dail Moore". The signature is fluid and cursive, with the first name "Dail" being more prominent than the last name "Moore".

Project Manager  
Regulatory Branch

Enclosures

cc:  
NMFS ([consultationupdates.wcr@noaa.gov](mailto:consultationupdates.wcr@noaa.gov))  
Ecology ([ecyrefedpermits@ecy.wa.gov](mailto:ecyrefedpermits@ecy.wa.gov))



US Army Corps  
of Engineers ®  
Seattle District

# NATIONWIDE PERMIT 14

## Terms and Conditions

**2021 NWP**s - **Final 41**; Effective Date: February 25, 2022  
amended with RGCs 10-14 June 28, 2024



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- A. Description of Authorized Activities
  - B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWP
  - C. Seattle District Regional General Conditions
  - D. Seattle District Regional Specific Conditions for this Nationwide Permit (NWP)
  - E. 401 Water Quality Certification (401 WQC) for this NWP
  - F. Coastal Zone Management Consistency Response for this NWP
- 

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

### A. DESCRIPTION OF AUTHORIZED ACTIVITIES

**14. Linear Transportation Projects.** Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

**Note 1:** For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

**Note 2:** Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

**Note 3:** For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

## B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

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

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

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

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

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

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

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

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

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

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has

determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the

Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation

Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the

designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.



(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United

States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

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

32. Pre-Construction Notification. (a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30

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

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

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

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

#### **RGC 1, Project Drawings**

Drawings must be submitted with a pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

#### **RGC 2, Aquatic Resources Requiring Special Protection**

A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

#### **RGC 3, New Bank Stabilization in Tidal Waters of Puget Sound**

Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11, and 12 (within the areas identified on Figures 1a through 1e) cannot be authorized by NWP.

#### **RGC 4, Commencement Bay**

No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

#### **RGC 5, Bank Stabilization**

All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).

For new bank stabilization projects only, the following must be submitted to the Corps:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

#### **RGC 6, Crossings of Waters of the United States**

Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the Water Crossing Design Guidelines (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the applicant must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

#### **RGC 7, Stream Loss**

A PCN is required for all activities that result in the loss of any linear feet of streams.

#### **RGC 8, Construction Boundaries**

Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

#### **RGC 9, ESA Reporting to NMFS**

For any nationwide permit that may affect threatened or endangered species:

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

#### **RGC 10, Limitations on New Bank Stabilization Within the Salish Sea**

The length of new bank stabilization within waters of the U.S., including new bank stabilization associated with maintenance activities that would expand previously authorized armoring length, cannot exceed 50 linear feet within the Salish Sea under any NWP.

#### **RGC 11, Effects to Forage Fish Spawning Beaches, Drift Cells, and Feeder Bluffs)**

No NWP activity can:

- a. cause more than minimal adverse effects to forage fish spawning beaches or drift cells; or
- b. prevent the functioning of feeder bluffs, including more than minimal adverse effects to sediment recruitment, transport, or deposition.

This regional general condition applies to all NWP activities within the Salish Sea. Information regarding the location of forage fish spawning beaches is available on the Washington Department of Fish and Wildlife's (WDFW) Forage Fish Spawning Map at <https://wdfw.maps.arcgis.com/home/webmap/viewer.html?webmap=19b8f74e2d41470cbd80b1af8dedd6b3>. Information regarding the location and movement of drift cells, shoreline stability, and coastal landforms, to include feeder bluffs, is available at the Washington State Department of Ecology's Coastal Atlas Map website: <https://apps.ecology.wa.gov/coastalatlasmap>. These maps are resources that can be used to help identify the location of forage fish spawning beaches, drift cells, and feeder bluffs; they are not a substitute for site-specific data. Information about forage fish, their spawning habitats, and spawning behavior are available through the WDFW. Additional information about the importance of these species as prey species for Endangered Species Act listed salmonids can be found on the National Marine Fisheries Service website.

#### **RGC 12, Bank Stabilization Design Considerations**

Bank stabilization activities, including maintenance activities, shall utilize living shorelines, vegetative stabilization, bioengineering, including but not limited to large woody material with intact root wads, and other soft bank stabilization approaches to the maximum practicable extent before considering hard bank stabilization methods such as bulkheads and rock revetments.

#### **RGC 13, PCNs for Activities in Areas Where There May Be Treaty-Reserved Tribal Rights**

To ensure compliance with General Condition 17, Tribal Rights, a pre-construction notification (PCN) is required for all NWPs associated with structures or fills in areas where Tribes have retained via treaty the right to fish in their usual and accustomed grounds and stations.

#### **RGC 14, Maintenance of Existing Bank Stabilization Structures and Fills**

(Applicable to NWP 3, Maintenance Activities) Maintenance of existing bank stabilization structures that expand the existing structure's footprint or dimensions either waterward, vertically, or linearly along the shoreline within the geographic jurisdiction of the U.S. Army Corps of Engineers are not eligible for NWP 3.



D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

NWP 14 Specific Regional Conditions:

1. A pre-construction notification must be submitted to the district engineer (see NWP general condition 32) for linear transportation project crossings in tidal waters.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

**Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions**

**A. State General Conditions for all Nationwide Permits**

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District's regional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost, Ecology may need to review the project if one of the following state general conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities.** Ecology WQC review is required for projects or activities authorized under NWPs where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/or waters.

2. **Projects or Activities Discharging to Impaired Waters.** Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection.** Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

- a. Activities in or affecting the following aquatic resources:

- i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
    - Estuarine wetlands.
    - Wetlands of High Conservation Value.
    - Bogs.
    - Old-growth forested wetlands and mature forested wetlands.
    - Wetlands in coastal lagoons.
    - Wetlands in dunal systems along the Washington coast.
    - Vernal pools.
    - Alkali wetlands.
  - ii. Fens, aspen-dominated wetlands, camas prairie wetlands.
  - iii. Category I wetlands.
  - iv. Category II wetlands with a habitat score  $\geq 8$  points.
- b. Activities in or resulting in a loss of eelgrass (*Zostera marina*) beds.

This state general condition does not apply to the following NWP:

- NWP 20 – Response Operations for Oil and Hazardous Substances
- NWP 32 – Completed Enforcement Actions
- NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the loss of more than 300 linear feet of streambed Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatic resources, a mitigation plan must be provided.
  - a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:
    - i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
    - ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
    - iii. The rationale for the mitigation site that was selected.
    - iv. The goals and objectives of the compensatory mitigation project.

- v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
- vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

- b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

**7. Stormwater Pollution Prevention.** All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters.

- a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.
- b. Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

**8. Application.** For projects or activities that will require Ecology WQC review, or an individual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

- a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).
- b. List of all federal, state or local agency authorizations required to be used for any part of the proposed project or any related activity.
- c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of

the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

Guidance for determining the OHWM is available on Ecology's website.

- d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See state general condition 5.
- e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification (WQC)** for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

- 1. Ecology WQC review is required if the project or activity is in a known contaminated or cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.
- 2. Ecology individual WQC is required for projects or activities authorized under this NWP if:
  - a. The project or activity impacts more than 1/3 acre of waters; or
  - b. This NWP is authorized in conjunction with any other NWP.

**Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):**

On behalf of the 28 tribes that do not have treatment in a similar manner as a state and for exclusive federal jurisdiction lands located within the state of Washington, EPA Region 10 has determined that CWA Section 401 WQC for the following proposed NWPs is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWPs will comply with water quality requirements, as defined at 40 C.F.R. § 121.1(n), subject to the following conditions pursuant to CWA Section 401(d).

General Conditions:

**EPA General Condition 1 – Aquatic Resources of Special Concern**

Activities resulting in a point source discharge in the following types of aquatic resources of special concern shall request an individual project-specific CWA Section 401 WQC: mature forested wetlands; bogs, fens and other peatlands; vernal pools; aspen-dominated wetlands; alkali wetlands; camas prairie wetlands; wetlands in dunal systems along the Oregon or Washington Coast; riffle-pool complexes of streams; marine or estuarine mud-flats; salt marshes; marine waters with native eelgrass or kelp beds; or marine nearshore forage fish habitat. To identify whether a project would occur in any of these aquatic resources of special concern, project proponents shall use existing and available information to identify the location and type of resources, including using the U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps, identifying project location on topographical maps, and/or providing on-site determinations as required by the Corps. When a project requires a Pre-Construction Notification (PCN) to the Corps, project proponents shall work with the Corps to identify whether the project is in any of these specific aquatic resources of special concern.

## EPA General Condition 2 – Soil Erosion and Sediment Controls

Turbidity shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units (NTU) above background instantaneously or more than 25 NTU above background for more than ten consecutive days.<sup>8</sup> Projects or activities that are expected to exceed these levels require an individual project-specific CWA Section 401 WQC.

The turbidity standard shall be met at the following distances from the discharge:

<b>Wetted Stream Width at Discharge Point</b>	<b>Approximate Downstream Point to Sample to Determine Compliance</b>
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
Lake, Pond, Reservoir	Lesser of 100 feet or maximum surface distance

<b>For Marine Water</b>	<b>Point of Compliance for Temporary Area of Mixing</b>
Estuaries or Marine Waters	Radius of 150 feet from the activity causing the turbidity exceedance

Measures to prevent and/or reduce turbidity shall be implemented and monitored prior to, during, and after construction. Turbidity monitoring shall be done at the point of compliance within 24 hours of a precipitation event of 0.25 inches or greater. During monitoring and maintenance, if turbidity limits are exceeded or if measures are identified as ineffective, then additional measures shall be taken to come into compliance and EPA shall be notified within 48 hours of the exceedance or measure failure.

## EPA General Condition 3 - Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions

For land disturbances during construction that 1) disturb one or more acres of land, or 2) will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land, the permittee shall obtain and implement Construction Stormwater General Permit requirements,<sup>9</sup> including:

1. The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP)<sup>10</sup> and submit it to EPA Region 10 and appropriate Corps District; and
2. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration shall be implemented.

## EPA General Condition 4 – Projects or Activities Discharging to Impaired Waters

Projects or activities are not authorized under the NWP's if the project will involve point source discharges into an active channel (e.g., flowing or open waters) of a water of the U.S. listed as impaired under CWA Section 303(d) and/or if the waterbody has an approved Total Maximum Daily Load (TMDL) and the discharge may result in further exceedance of a specific parameter (e.g., total suspended solids, dissolved oxygen, temperature) for which the waterbody is listed or has an approved TMDL. The current lists of impaired waters of the U.S. under CWA Section 303(d) and waters of the U.S. for which a TMDL has been approved are available on EPA Region 10's web site at: <https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10>.

#### EPA General Condition 5 – Notice to EPA

All project proponents shall provide notice to EPA Region 10 prior to commencing construction activities authorized by a NWP. This will provide EPA Region 10 with the opportunity to inspect the activity for the purposes of determining whether any discharge from the proposed project will violate this CWA Section 401 WQC. Where the Corps requires a PCN for an applicable NWP, the project proponent shall also provide the PCN to EPA Region 10. EPA Region 10 will provide written notification to the project proponent if the proposed project will violate the water quality certification of the NWP.

#### EPA General Condition 6 – Unsuitable Materials

The project proponent shall not use wood products treated with leachable chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol), which result in a discharge to waters of the U.S., unless the wood products meet the following criteria:

1. Wood preservatives and their application shall be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
2. Use of chemically treated wood products shall follow the Western Wood Preservatives Institute (WWPI) guidelines and BMPs to minimize the preservative migrating from treated wood into the aquatic environment;
3. For new or replacement wood structures, the wood shall be sealed with non-toxic products such as water-based silica or soy-based water repellants or sealers to prevent or limit leaching. Acceptable alternatives to chemically treated wood include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and
4. All removal of chemically treated wood products (including pilings) shall follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

#### EPA NWP Specific Conditions:

NWP 14 is conditionally certified, subject to the general conditions listed above, except that an individual project-specific WQC is required for projects authorized under one or more NWP by the Corps that result(s) in:

1. Greater than 1/10 acre of impacts to waters of the U.S.; or
2. Greater than 300 linear feet of impacts to waters of the U.S.

#### **Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):**

WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

#### F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

#### **CZM Federal Consistency Response – Concur with Conditions.**

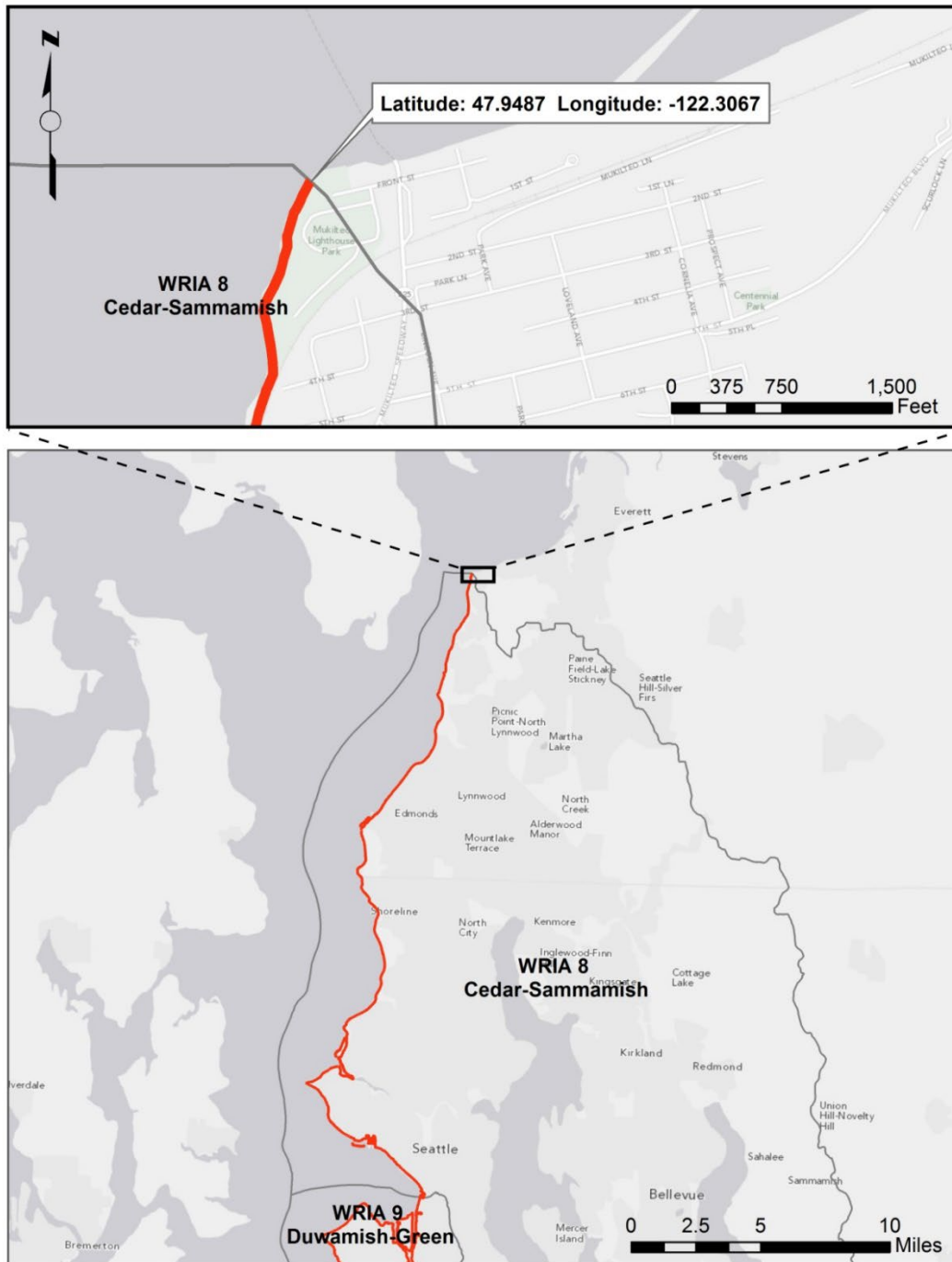
1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.
2. A CZM Federal Consistency Decision is required for projects or activities under this NWP if they are pre-empting local or state permit requirements necessary to demonstrate compliance with

the CZMP's enforceable policies.

Seattle District Regional General Conditions - Figures

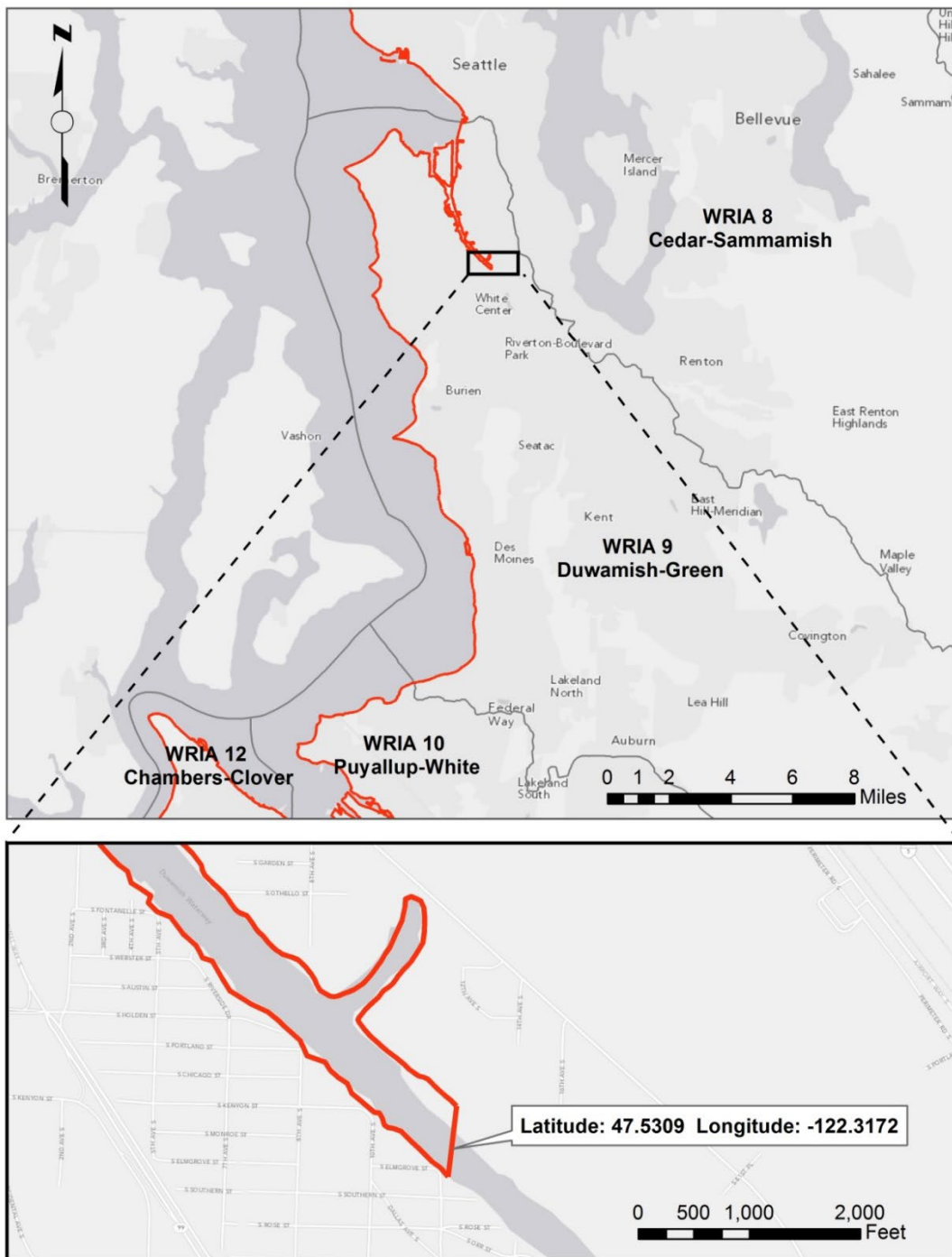
Figure 1: RGC 3 - WRIAs 8, 9, 10, 11, and 12

a. WRIA 8

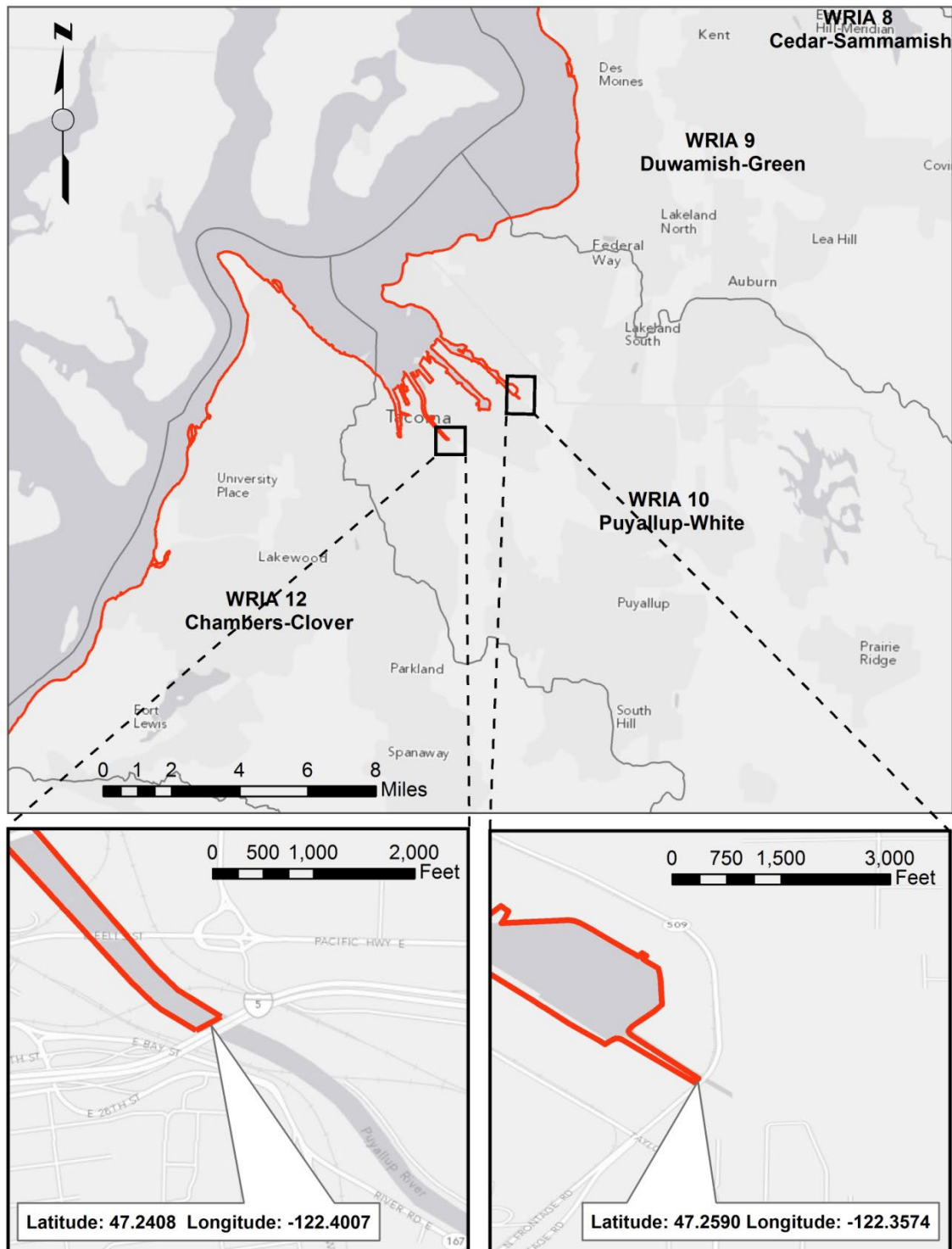




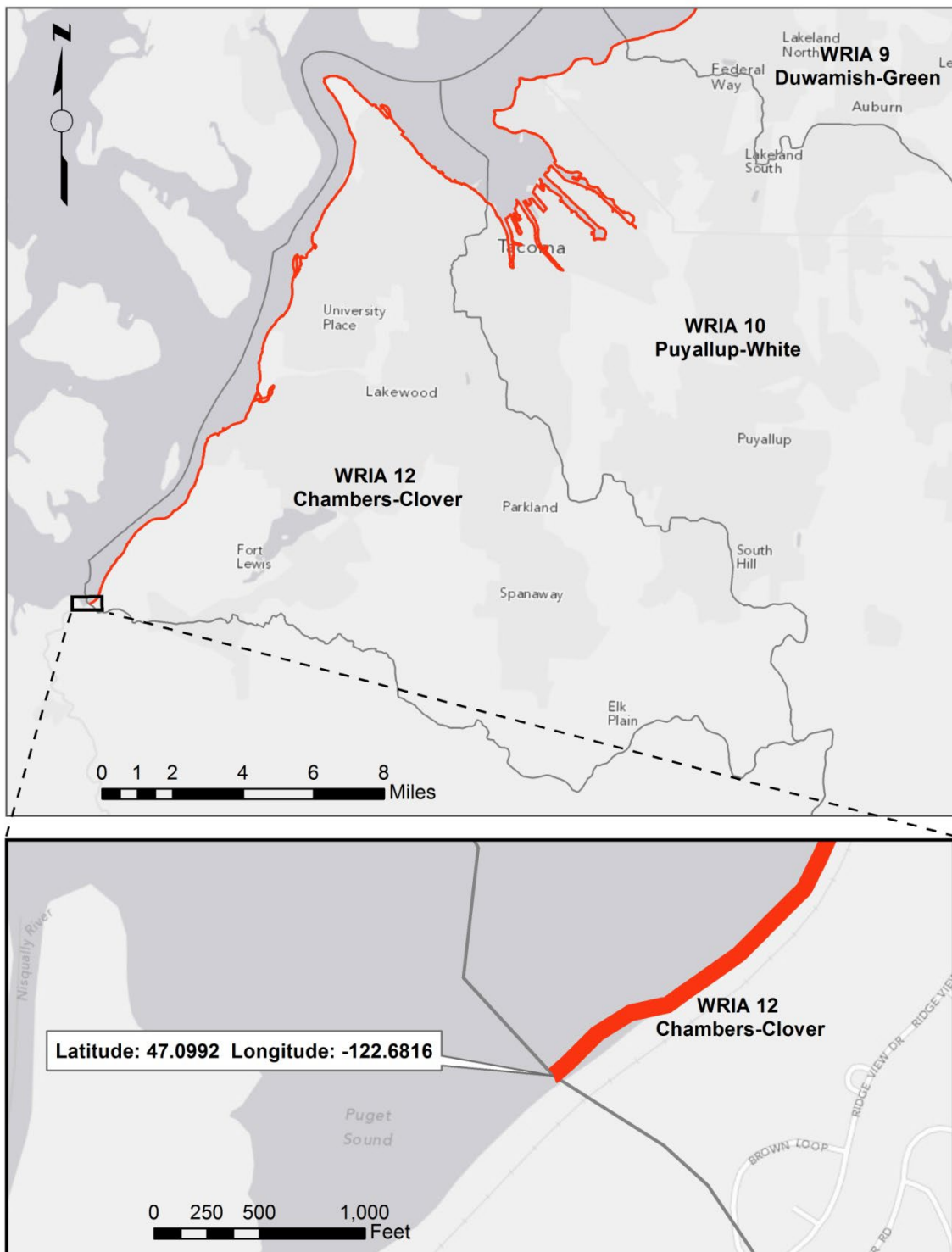
b. WRIA 9



c. WRIA 10



d. WRIA 12



e. WRIA 11

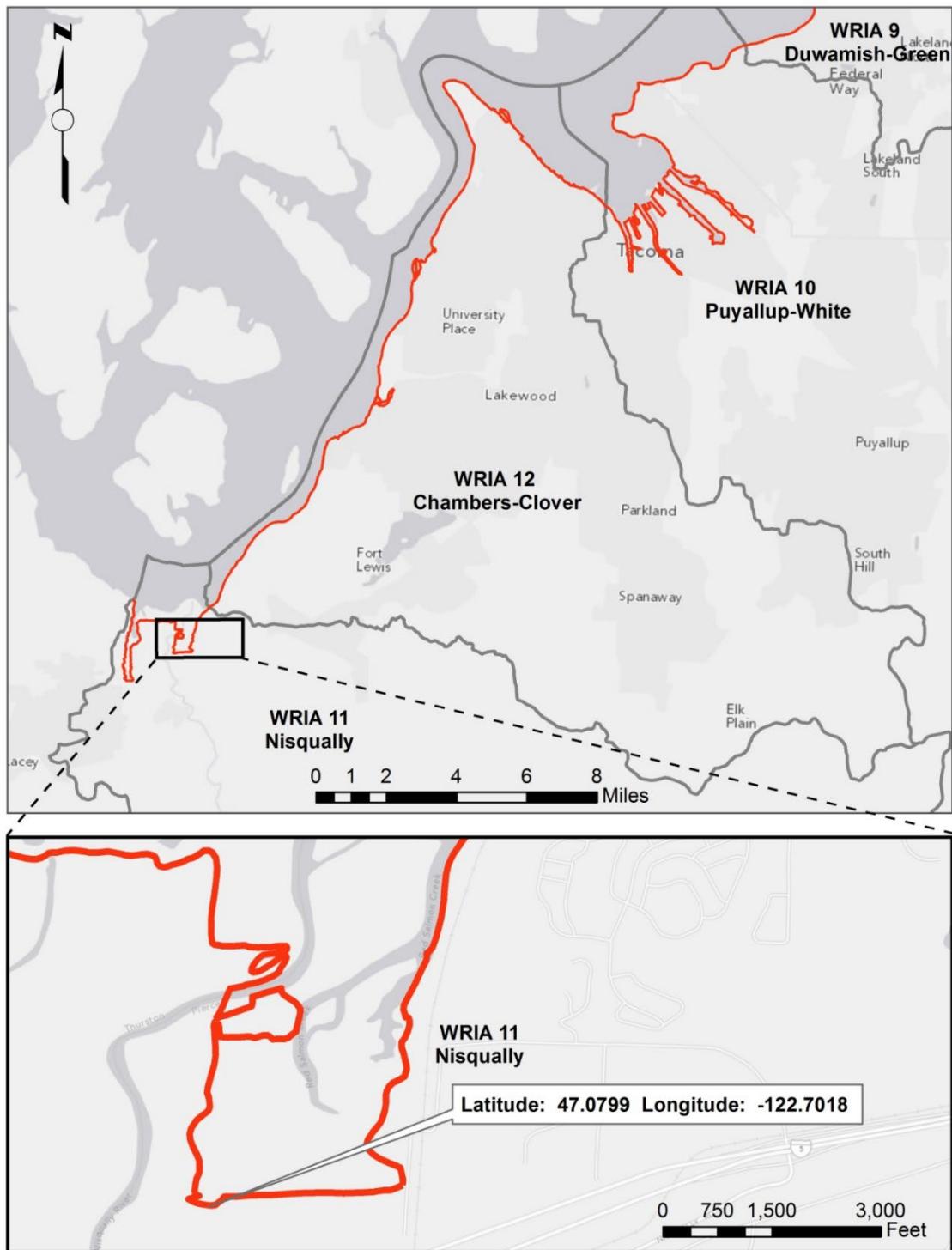
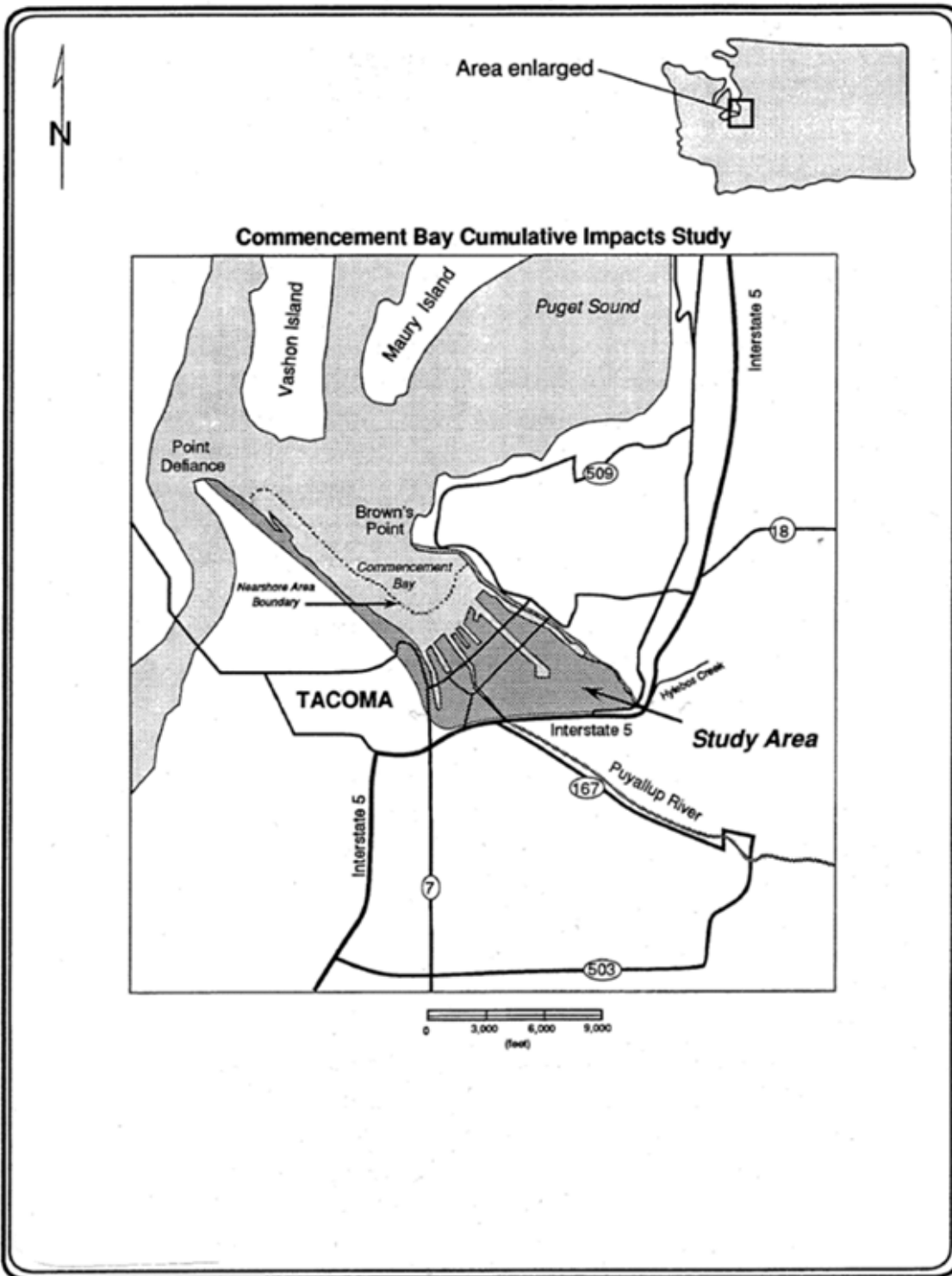


Figure 2. RGC 4 - Commencement Bay Study Area



***APPENDIX D***  
***Inadvertent Discovery Plan***

## **Appendix C. Inadvertent Discovery Plan (IDP)**

In accordance with RCW 27.44 Indian Graves and Records Act, RCW 27.53 Archaeological Sites and Resources, RCW 68.50 Human Remains, and RCW 68.60, Abandoned and Historic Cemeteries and Historic Graves, the following steps will be taken in the event that archaeological materials and/or human remains are discovered:

### **F.1 Procedures for Discovery of Potential or Actual Cultural Resources**

Upon discovery of a potential or actual archaeological site or cultural resources as defined by RCW 27.44 Indian Graves and Records Act and RCW 27.53 Archaeological Sites and Resources, Chelan County Department of Public Works, its employees, contractors, and sub-contractors shall:

- (a) Immediately cease or halt ground disturbing, construction, or other activities around the area of the discovery and secure the area with a perimeter of not less than 30 feet until all procedures are completed and the parties agree that activities can resume. If such a perimeter would materially impact agency functions mandated by law, related to health, safety, or environmental concerns, then the secured area shall be of a size and extent practicable to provide maximum protection to the resource under the circumstances. Project activities may continue outside the secured perimeter. No one shall excavate the discovery, which will be left in place, undisturbed and without analysis, until consultation with USACE, DAHP, and affected Tribes regarding a final disposition of the discovery has been completed.
- (b) Notify the USACE, State Archaeologist at DAHP, and affected Tribes of the discovery as soon as possible and no later than 24 hours of the discovery. If human remains are found, the project proponent shall follow the notification procedures specified below.
- (c) Arrange for the parties to conduct a joint viewing of the discovery within 48 hours of the notification or at the earliest possible time thereafter. After the joint viewing, USACE, DAHP, Tribes, and the project proponent shall discuss the significance, if any, of the discovery. If the discovery is deemed eligible or potentially eligible for listing on historic registers, additional investigation or mitigation may be necessary before ground disturbing activities may resume.
- (d) Consult with USACE, Tribes, and DAHP on the transfer and final disposition of artifacts.



## **F.2 Procedures for Discovery of Human Skeletal Remains**

Upon discovery of human skeletal remains on non-federal and non-Tribal land and in accordance with RCWs 68.50.645, 27.44.055, and 68.60.055, Panattoni Development Company, its employees, contractors, and sub-contractors shall take the following steps:

- (a) If ground-disturbing activities encounter human skeletal remains during the course of construction, then all activity must cease that may cause further disturbance to those remains and the area of the find must be secured and protected from further disturbance. In addition, the finding of human skeletal remains must be reported to the Chelan County Coroner's Office and Chelan County Sheriff's Office in the most expeditious manner possible. The remains should not be touched, moved, or further disturbed.
- (b) The Chelan County Coroner's Office will assume jurisdiction over the human skeletal remains and make a determination as to whether the remains are forensic or non-forensic. If the county medical examiner determines the remains are non-forensic, they will report that finding to DAHP who will then take jurisdiction over the remains and report them to the appropriate cemeteries and affected Tribes. The State Physical Anthropologist will make a determination as to whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes.
- (c) DAHP will handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains, and will keep USACE informed.

## **Confidentiality of Information**

The project proponent and their authorized representative recognizes that archaeological sites are sensitive cultural resources that can become targets of vandalism and illegal removal activities. The project proponent or their authorized representative shall keep and maintain as confidential all information regarding any discovered cultural resources, particularly the location of known or suspected archaeological property, and exempt all such information from public disclosure consistent with RCW 42.17.300.

## **Contact Information**

The lead representatives and primary contacts of each party under this plan are as identified below. The parties may identify other specific personnel before the commencement of any particular project element as the contacts.

## **Confederated Tribes of the Colville Reservation**

PO Box 150



Nespelem, WA 99155

Primary Contact: Guy Moura, THPO, 509-634-2695, [guy.moura@colvilletribes.com](mailto:guy.moura@colvilletribes.com)

**Confederated Tribes and Bands of the Yakama Nation**

PO Box 151

Toppenish, WA 98948

Primary Contact: Kate Valdez, THPO, 509-502-0807, [Kate\\_Valdez@yakama.com](mailto:Kate_Valdez@yakama.com)

Secondary Contact: Casey Barney, Program Manager Cultural Resources, 509-865-5121 ext. 4737, [Casey\\_Barney@yakama.com](mailto:Casey_Barney@yakama.com)

Secondary Contact: Jerry Meninick, Deputy Director of Cultural Resources, 509-865-5121, [jerry\\_meninick@yakama.com](mailto:jerry_meninick@yakama.com)

**Sauk-Suiattle Tribe**

5318 Chief Brown Lane

Darrington, WA 98241

Primary Contact: Kevin Joseph, THPO, [kJoseph@sauk-suiattle.com](mailto:kJoseph@sauk-suiattle.com)

**U.S. Army Corps of Engineers (Lead Agency)**

P.O. Box 3755, Seattle, WA 98124-3755

Primary Contact: Lance Lundquist, Archaeologist, 206-764-6909,

[lance.a.lundquist@usace.army.mil](mailto:lance.a.lundquist@usace.army.mil) or Stephanie Neil, Archaeologist, 206-764-6941, [Stephanie.L.Neil@usace.army.mil](mailto:Stephanie.L.Neil@usace.army.mil)

**Washington Department of Archaeology and Historic Preservation (DAHP)**

PO Box 48343, Olympia, WA 98504-8343

Primary Contact: Rob Whitlam, State Archaeologist, 360-890-2615,

[Rob.Whitlam@dahp.wa.gov](mailto:Rob.Whitlam@dahp.wa.gov)

Primary Contact for Human Remains: Guy Tasa, State Physical Anthropologist, 360-790-1633, [Guy.Tasa@dahp.wa.gov](mailto:Guy.Tasa@dahp.wa.gov)

**Chelan County Coroner's Office**

415 Washington Street, Suite 205

Wenatchee, WA 98801

Primary Contact: 509-667-6431

**Chelan County Sheriff's Office**

401 Washington Street

Wenatchee, WA 98801

Primary Contact: Non-Emergency/Main Office Line, 509-667-6851