

# Contract Provisions and Plans

For Construction of:

## **NASON CREEK RM 4.7 – RM 3.3 RESTORATION PROJECT**

**Project No. CCNRD 2014-02**

April 2014

Chelan County  
Natural Resource Department



EXPIRES: 6/18/2015





Chelan County  
Natural Resource Department

**NASON CREEK  
RM 4.7 – RM 3.3 RESTORATION PROJECT**

Project Number CCNRD 2014-02

**Bid Opening: Monday, June 2, 2014 @ 11:00 A.M.**

**Notice to All Planholders**

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

Chelan County  
Natural Resource Department  
316 Washington Street, Suite 401  
Wenatchee, WA 98801



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### ***BIDDING CHECKLIST***

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

**Please check to make sure you have accomplished the following:**

**Has bid bond or certified check been enclosed with your bid?**

**Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?**

**Has the proposal been properly signed?**

**Have you bid on ALL ITEMS and ALL SCHEDULES?**

**Have you completed the Bidder's information sheet?**

**Have you certified receipt of addenda?**





## **BIDDING INSTRUCTIONS**

### **A. BID OPENING**

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, June 2, 2014, at 11:00 AM, or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington, for the construction of Chelan County Natural Resource Project No. CCNRD 2014-02, Nason Creek RM 4.7 – RM 3.3 Restoration Project. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked **BID ON NASON CREEK RM 4.7 – RM 3.3 RESTORATION PROJECT**.

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

### **B. BID CONTENTS**

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

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

1. Bid Proposal (Prices must be shown on every unit item and the total. Prices bid must be shown in all spaces provided, using both words and numbers. If there is a discrepancy between word and numbers, words shall take precedence.);
2. Bid Proposal Bond (in lieu of cash, cashier's check, or certified check, a Bid Proposal bond must be executed by the Bidder and the Bidder's Surety.);
3. Bid Proposal Signature Page (Executed by Owner, Principal or Authorized Officer.);
4. Bidder Information Sheet;
5. Non-Collusion Declaration; and
6. Disclosure of Lobbying Activities

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

See Standard Specifications, 1-02.6, regarding "Preparation of the Proposal."

**C. CLARIFICATION OF BID**

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

**D. BID BOND**

All bid proposals shall be accompanied by a bid bond, certified check, cashier's check or cash in the amount of five percent (5%) of the total bid, conditioned upon the Bidder's full and complete performance of the terms and conditions of a bid award. The bid bond or equivalent shall be held by Chelan County until the contract is fully executed and a performance bond and certificate of insurance is provided to Chelan County. If the successful bidder abandons the bid award, or fails to fully execute the contract, or fails to provide a performance bond and a certificate of insurance to Chelan County, then the bid bond or equivalent shall, in the sole discretion of Chelan County, be forfeited and retained.

**E. BID REVIEW AND EVALUATION**

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

1. The bidder's experience, technical qualifications and skill;
2. The guaranteed availability of materials needed for construction;
3. The bidder's ability and capacity to fully perform within the time required, taking into account the bidder's existing performance commitments and past performance;
4. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
5. The bidder's compliance with the terms and conditions of this request for bids;
6. Any additional evaluation criteria contained in the plans, specifications and addenda; and
7. Any other information as may have a bearing on the bid.

**F. CONTRACT DOCUMENTS FOLLOWING AWARD**

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

1. Agreement - To be executed by the successful Bidder.
2. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety Company.
3. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.

**G. CANCELLATION BY COUNTY**

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



## **INVITATION TO BID**

### **Nason Creek RM 4.7 – RM 3.3 Restoration Project**

Sealed bids will be received by Chelan County at the Board of County Commissioners Office, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, June 2, 2014 at 11:00 A.M., and then and there publicly opened and read for:

Chelan County Natural Resource Project Number CCNRD 2014-XX, Nason Creek RM 4.7 – RM 3.3 Restoration Project. This contract provides for the improvement of Nason Creek near river mile 3.5 through removal of an existing parking lot and remnants of a bridge abutment, rerouting of an existing drainage channel, and placement of several large woody debris habitat structures in an side channel and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Plans and specifications may be obtained from the office of the Chelan County Natural Resource Department, 316 Washington St. Suite 401, Wenatchee Washington 98801, telephone **509.667.6567** or from the Wenatchee Plan and Copy Center 34 North Chelan Ave., Wenatchee, WA 98801, telephone **509.662.6858**. A \$75.00 fee, **WHICH WILL NOT BE REFUNDED**, is required for the plans.

A mandatory Pre-Bid site walk through with representatives from the Contracting Agency will be held on Friday, May 16, 2014 at 1:00 PM. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend. The Contracting Agency will disregard any bid submitted from a Prime Contractor that did not have a representative attend the Pre-Bid site walk through.

A bid bond in the amount of 5% of the bid shall accompany all bids.

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

All bids shall be marked **“BID ON NASON CREEK RM 4.7 – RM 3.3 RESTORATION PROJECT”** on the outside of the envelope.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
KEITH W. GOEHNER, CHAIRMAN

ATTEST: CARLYE DUNNING

\_\_\_\_\_  
DOUG ENGLAND, COMMISSIONER

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

\_\_\_\_\_  
RON WALTER, COMMISSIONER

NOTE:

The following forms  
are to be submitted with Bid





## BID PROPOSAL –NASON CREEK RM 4.7 – RM 3.3 RESTORATION PROJECT

To:	Board of Chelan County Commissioners				
	Wenatchee, Washington				

The Undersigned certify that they have examined the location of the Nason Creek RM 4.7 – RM 3.3 Restoration Project and read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

Item No.	Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	Lump Sum	L.S.		
2	CLEARING AND GRUBBING	1.32	ACRE		
3	HIGH VISIBILITY FENCE	1,220	L.F.		
4	STABILIZED CONSTRUCTION ENTRANCE	40	S.Y.		
5	WORK ZONE ISOLATION AND DEWATERING	Lump Sum	L.S.		
6	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.		
7	DITCH EXCAVATION INCL. HAUL	200	C.Y.		
8	FLOODPLAIN EXCAVATION INCL. HAUL	2,090	C.Y.		
9	BARRIER BERM	46	C.Y.		
10	CHANNEL PLUG	Lump Sum	L.S.		
11	ABUTMENT EXCAVATION	1,220	C.Y.		
12	PLACEMENT OF EXCAVATED ABUTMENT MATERIAL	1,220	C.Y.		
13	LOG TYPE A - DELIVERY ONLY	1	EACH		
14	LOG TYPE B - DELIVERY ONLY	8	EACH		
15	LOG TYPE C - DELIVERY ONLY	2	EACH		
16	LOG TYPE D - DELIVERY ONLY	11	EACH		
17	LOG TYPE E - DELIVERY ONLY	8	EACH		
18	HELICOPTER PLACEMENT OF LOGS	Lump Sum	L.S.		
19	HABITAT STRUCTURE #1	Lump Sum	L.S.		
20	HABITAT STRUCTURE #2	Lump Sum	L.S.		
21	HABITAT STRUCTURE #3	Lump Sum	L.S.		
22	HABITAT STRUCTURE #4	Lump Sum	L.S.		
23	SEEDING - WETLAND MIX	0.46	ACRE		
24	SEEDING - UPLAND MIX	0.91	ACRE		
25	STRAW MULCH	2.74	TON		
26	WATTLE	400	L.F.		
27	EROSION/WATER POLLUTION CONTROL	1,000	DOLLAR	\$1,000	
28	SPCC PLAN	Lump Sum	L.S.		
29	MINOR CHANGE	2,000	DOLLAR	\$2,000	

**Prices DO NOT INCLUDE Washington State Sales Tax.**

**Total** \$

Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Receipt of Addendum \_\_\_\_\_



## BID PROPOSAL FORM

To the Board of County Commissioners:

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

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

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

The undersigned hereby agrees to the indemnification requirements of Sections 1-07.1 and 1-07.18 of the 2014 Standard Specifications for Road, Bridge, and Municipal Construction of the State of Washington, Department of Transportation, and the Special Provisions. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW.

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

Cash \_\_\_\_\_ Bid Proposal Bond \_\_\_\_\_ Cashier's Check \_\_\_\_\_ Certified Check \_\_\_\_\_  
Checks must be payable to the Treasurer of Chelan County, Washington.

_____ Print Bidder Name		_____ Mailing Address	
_____ Signature of Principal or Officer		_____ City	_____ State
_____ Print Name of Signatory		_____ Title	_____ Telephone
			_____ Fax



## BID PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we of \_\_\_\_\_ as principal, and the \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto 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:

Chelan County Natural Resource Project Number CCNRD 2014-02, Nason Creek RM 4.7 – RM 3.3 Restoration Project. This contract provides for the improvement of Nason Creek near river mile 3.5 through removal of an existing parking lot and remnants of a bridge abutment, rerouting of an existing drainage channel, and placement of several large woody debris habitat structures in an side channel and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

All according to the 2014 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and the plans, special provisions, and addenda thereto.

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 \_\_\_\_\_, 2014.

NOTE: Failure to provide a Bid Proposal Bond renders a bid non-responsive. Acceptable bid bond language shall comply with Standard Specifications, 1-02.7.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
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



## **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 have agreed to the provisions of this declaration.

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above 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.





**BIDDER INFORMATION SHEET**

Project: \_\_\_\_\_

Contractor registration, bonding and insurance information will be confirmed through Department of Labor and Industries at 1-800-647-0982 and 1-360-902-5230.

**CONTRACTOR:**

\_\_\_\_\_  
Name (Exactly as Registered) Telephone Number

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Registration Number Expiration Date Federal Tax No UBI#

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

Joint Venture \_\_\_\_\_ LLC \_\_\_\_\_

Names of All Principals:  
\_\_\_\_\_  
\_\_\_\_\_



**BONDING AND CLAIMS:**

\_\_\_\_\_  
Bonding Company Name (Exactly as Registered)

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

\_\_\_\_\_  
Registration Bond No. \$ Amount Expiration Date

Are there claims pending against your bond? \_\_\_\_\_

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

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

Have there been tax liens or judgments against you 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? \_\_\_\_\_

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

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

Are there any lawsuits or unsatisfied judgments pending against you? \_\_\_\_\_

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

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



**INSURANCE:** per 1-07.18

	Company Name	Brokers Name	Broker Address	Policy Number	Coverage	Expiration Date
CGL						
Automobile						

#### REFERENCES

Provide references three comparable projects constructed by Bidder within previous five years.

Project Name	Agency	Contact & Phone Number	Year Completed	Bid Amount

The Bidder hereby certifies that it has adequate equipment to properly and timely complete the work contemplated for Chelan County, Washington.

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

\_\_\_\_\_  
Signature of Authorized Principal/Officer

\_\_\_\_\_  
Print Name and Title



NOTE:

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





## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: Nason Creek RM 4.7 – RM 3.3 Restoration Project**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2014, and Information for Bidders.

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

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this the \_\_\_\_ day of \_\_\_\_\_, 2014.

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



## NOTICE TO PROCEED

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Project: **Nason Creek RM 4.7 – RM 3.3 Restoration Project**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2014, on or before \_\_\_\_\_, 2014, and you are to attain Substantial Completion, including landscaping and planting work, as determined by the Owner within 180 calendar days of date of NOTICE TO PROCEED.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_,

this the \_\_\_\_ day \_\_\_\_\_, 2014.

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification

Number \_\_\_\_\_



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Chelan County hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of Nason Creek RM 4.7 – RM 3.3 Restoration Project in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED and to attain Substantial Completion of all work by October 30, 2014. The CONTRACTOR further agrees to Liquidated Damages in the sum of \$500.00 per day for failure to attain Substantial Completion of all work for each consecutive calendar day thereafter.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_ or as shown in the BID schedule (Not including Washington State Sales Tax). Washington State Sales Tax will be paid by the Owner on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
4. The CONTRACTOR shall submit applications for payment in accordance with the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the Owner.
5. The term "CONTRACT DOCUMENTS" MEANS and includes the following:
  - (A) BIDDING INSTRUCTIONS
  - (B) INVITATION TO BID
  - (C) BID PROPOSAL
  - (D) BID FORM
  - (F) PERFORMANCE BOND
  - (G) PAYMENT BOND
  - (H) NOTICE OF AWARD
  - (I) NOTICE TO PROCEED



(J) CHANGE ORDER(s)

(K) DRAWINGS prepared by: ICF numbered 1 through 18 and dated April 29, 2014.

(L) CONTRACT PROVISIONS prepared by: ICF dated April 29, 2014.

(M) ADDENDA:

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on \_\_\_\_\_, 2014.

OWNER

\_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

NAME \_\_\_\_\_

(Please Type)

TITLE \_\_\_\_\_





CONTRACTOR

\_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Title \_\_\_\_\_  
(SEAL)

ATTEST:  
\_\_\_\_\_

NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_



## **INTRODUCTION**

The following Amendments and Special Provisions shall be used in conjunction with the 2014 Standard Specifications for Road, Bridge, and Municipal Construction.

### **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

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

#### **Section 1-02, Bid Procedures and Conditions April 7, 2014**

##### **1-02.8(1) Noncollusion Declaration**

The third paragraph is revised to read:

Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the Bidder is deemed to have certified and agreed to the requirements of the Declaration.

#### **Section 1-04, Scope of the Work April 7, 2014**

##### **1-04.4 Changes**

In the third paragraph, item number 1 and 2 are revised to read:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

#### **Section 1-10, Temporary Traffic Control April 7, 2014**

##### **1-10.1(1) Materials**

The following material reference is deleted from this section:

Barrier Drums    9-35.8

##### **1-10.1(2) Description**

The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

### **1-10.2(1) General**

In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.

### **1-10.2(1)B Traffic Control Supervisor**

The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

### **1-10.2(2) Traffic Control Plans**

The first paragraph is revised to read:

The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

In the second paragraph, the second sentence is revised to read:

Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

### **1-10.3(1) Traffic Control Labor**

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for 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.

### **1-10.3(1)A Flaggers and Spotters**

This section's title is revised to read:

#### **Flaggers**

The first paragraph is revised to read:

Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

#### **1-10.3(1)B Other Traffic Control Labor**

This section is revised to read:

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

#### **1-10.3(3)B Sequential Arrow Signs**

This section is supplemented with the following sentence:

When used in the caution mode, the four corner mode shall be used.

#### **1-10.3(3)F Barrier Drums**

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

#### **1-10.3(3)F Vacant**

#### **1-10.3(3)K Portable Temporary Traffic Control Signs**

The fifth paragraph is revised to read:

The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the results of the operational inspection.

#### **1-10.4(2) Item Bids With Lump Sum for Incidentals**

In the second paragraph, the first and second sentences are revised to read:

“Flaggers” will be measured by the hour. Hours will be measured for each flagging station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A.

The first sentence of the last bulleted item in this section is revised to read:

Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s).

#### **1-10.5(2) Item Bids With Lump Sum for Incidentals**

This section is deleted and replaced with the following:

“Traffic Control Supervisor”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.2(1)B.

“Pedestrian Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work for pedestrian traffic control defined in Section 1-10.

“Flaggers”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A.

“Other Traffic Control Labor”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

“Construction Signs Class A”, per square foot.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that “Do Not Pass” and “Pass With Care” signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item “Sign Covering”, then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

“Sequential Arrow Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

“Portable Changeable Message Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

“Transportable Attenuator”, per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)J except for costs compensated separately under the items “Operation of Transportable Attenuator” and “Repair Transportable Attenuator”.

“Operation of Transportable Attenuator”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

“Repair Transportable Attenuator”, by force account.

All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for "Repair Transportable Attenuator" and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor's operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.

"Other Temporary Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the above-listed items.

"Portable Temporary Traffic Control Signal", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work as described in Section 1-10.3(3)K, including all costs for traffic control during manual control, adjustment, malfunction, or failure of the portable traffic control signals and during replacement of failed or malfunctioning signals.

## **Section 8-01, Erosion Control and Water Pollution Control**

### **April 7, 2014**

#### **8-01.3(1)A Submittals**

The first sentence in the second paragraph is revised to read:

Modified TESC Plans shall meet all requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

## **Section 8-09, Raised Pavement Markers**

### **April 7, 2014**

#### **8-09.3(6) Recessed Pavement Marker**

The following sentence is inserted after the first sentence of the first paragraph:

The Contractor shall ensure that grinding of the pavement does not result in any damage, (e.g. chipping, spalling or raveling) to the pavement to remain.

## **Section 8-11, Guardrail**

### **April 7, 2014**

#### **8-11.3(1) Beam Guardrail**

After the below Amendments to 8-11.3(1)F and 8-11.3(1)G are applied, this section is supplemented with the following new sub-section:

##### **8-11.3(1)F Removing and Resetting Beam Guardrail**

The Contractor shall remove and reset existing guardrail posts, rail element, hardware and blocks to the location shown in the Plans. The mounting height of reset rail element shall be at the height

shown in the Plans. The void caused by the removal of the post shall be backfilled and compacted.

The Contractor shall remove and replace any existing guardrail posts and blocks that are not suited for re-use, as staked by the Engineer. The void caused by the removal of the post shall be backfilled and compacted. The Contractor shall then furnish and install a new guardrail post to provide the necessary mounting height.

#### **8-11.3(1)A Erection of Posts**

The second paragraph in this section is deleted.

#### **8-11.3(1)C Terminal and Anchor Installation**

The last sentence in the last paragraph is deleted.

#### **8-11.3(1)F Plans**

This section number is revised to:

#### **8-11.3(1)G**

#### **8-11.3(1)G Guardrail Construction Exposed to Traffic**

This section number is revised to:

#### **8-11.3(1)H**

### **Section 9-14, Erosion Control and Roadside Planting April 7, 2014**

#### **9-14.4(6) Gypsum**

The first sentence is revised to read:

Gypsum shall consist of Calcium Sulfate ( $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$ ) in a pelletized or granular form.

#### **9-14.4(7) Tackifier**

This section is revised to read:

Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifiers shall contain no growth or germination-inhibiting materials and shall not reduce infiltration rates. Tackifiers shall hydrate in water and readily blend with other slurry materials.

The Contractor shall provide test results documenting the tackifier meets the requirements for Acute Toxicity, Solvents, and Heavy Metals as required in Table 1 in Section 9-14.4(2). The tests shall be performed at the manufacturer's recommended application rate.

#### **9-14.4(8) Compost**

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350.

#### **9-14.4(8)A Compost Submittal Requirements**

Item 2 is revised to read:



4. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

#### **9-14.6(2) Quality**

The second and third paragraphs in this section are revised to read:

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. Plants must meet Washington State Department of Agriculture plant quarantines and have a certificate of inspection. Plants originating in Canada must be accompanied by a phytosanitary certificate stating the plants meet USDA health requirements.

All plant material shall be purchased from a nursery licensed to sell plants in their state or province.

### **9-35, Temporary Traffic Control Materials**

#### **April 7, 2014**

#### **9-35.0 General Requirements**

The following item is deleted from the list of temporary traffic control materials:

Barrier Drums

#### **9-35.8 Barrier Drums**

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

#### **9-35.8 Vacant**

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2014 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

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

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 \*\*\* Nason Creek near river mile 3.5 through removal of an existing parking lot and remnants of a bridge abutment, rerouting of an existing drainage channel, and placement of several large woody debris habitat structures in a side channel \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### 1-01 Definitions and Terms

#### 1-01.3 Definitions

This Section is supplemented with the following:

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

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

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

All references to "Engineer" shall be revised to read "Contracting Officer".

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

#### **Additive**

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

#### **Alternate**

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

#### **Contract Documents**

See definition for "Contract".

#### **Contract Time**

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

#### **Dates**

**Bid Opening Date** - the date on which the Contracting Agency publicly opens and reads the bids.

**Award Date** - the date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

**Contract Execution Date** - the date the Contracting Agency officially binds the agency to the contract.

**Notice to Proceed Date** - the date stated in the Notice to Proceed on which the contract time begins.

**Substantial Completion Date** - the day the Contracting Officer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

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

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

**Final Acceptance Date** - the date on which the Contracting Agency accepts the work as complete.

### **Drawings**

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

### **Notice of Award**

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

### **Notice to Proceed**

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

### **Traffic**

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

## **1-02 Bid Procedures and Conditions**

### **1-02.1 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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

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

This section is supplemented with the following:

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

A mandatory Pre-Bid site walk through with representatives from the Contracting Agency will be held on Friday, May 16, 2014 at 1:00 PM at the Project Site. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend. The Contracting Agency will disregard any bid submitted from a Prime Contractor that did not have a representative attend the Pre-Bid site walk through.

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

*(June 27, 2011 APWA GSP)*

Supplement the second paragraph with the following:

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

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

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

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

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

Supplement this section with the following:

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

A certified check or bid bond made payable to the Treasurer of Chelan County, for an amount equal to at least five (5%) percent of the total amount of the bid, must accompany each bid as evidence of good faith, and as a guarantee that, if awarded the contract, the bidder will execute the contract and give bond, as required. Should the successful bidder fail to enter into such a contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit may be forfeited to Chelan County. A.I.A Architects bid bonds will not be allowed. Such bonds shall make the bid nonresponsive and shall cause the bid to be rejected by the Contracting Agency.

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

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

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

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

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

Each proposal or bid shall be marked "BID ON NASON CREEK RM 4.7 – RM 3.3 RESTORATION PROJECT" on the outside of the bid envelope.

#### **1-02.11 Combination of Multiple Proposals**

Delete this section and replace it with the following:

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

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

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

Delete this section and replace it with the following:

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

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

Office of Chelan County Commissioners  
Chelan County Administration Building  
400 Douglas Street  
Wenatchee, Washington 98801

The bid opening date for this project is Monday June 2, 2014. The bids received will be publicly opened and read at 11:00 AM, or as soon thereafter as possible, on this date.

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

*(March 8, 2013 APWA GSP, Option A)*

Delete this Section and replace it with the following:

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

As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

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

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

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

*(October 1, 2005 APWA GSP)*

Revise the first paragraph to read:

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

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:

- a. Is registered with the Washington State Insurance Commissioner, and
- b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
- 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

## 1-05 Control of Work

### 1-05.4 Conformity With and Deviations From Plans and Stakes

Supplement this section with the following:

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

Construction staking will be provided by the Contracting Agency prior to construction of individual design elements. Initial construction staking will be provided at no cost to the Contractor. The Contractor shall take care not to disturb or damage construction stakes. Any construction stakes that are disturbed or damaged by the Contractor and require resetting will be reset by the Contracting Officer at the Contractor's expense for time and materials required by the Contracting Officer to reset stakes.

Electronic versions of the topographic survey information, in AutoCAD format, is available to the Contractor upon request. The Plans reflect the survey data collected but do not include all utilities, surface features, structures, and other items that may be encountered at the Project Site.

The Contractor shall be responsible for grade-checks and ensuring that design elevations are met within acceptable tolerances. Reference points for grade checks will be made available to the Contractor. The Contractor shall maintain all reference points throughout construction and report any damaged or destroyed control points. The Contractor shall discontinue use of reference points alleged to be in error until the accuracy of such points can be verified.

The Contractor shall ensure a surveying accuracy within  $\pm 0.25$  feet horizontal and  $\pm 0.10$  feet vertical for all earthwork components. The Contracting Officer may check the Contractor's surveying. These checks do no change the requirements for normal checking by the contractor.



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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

## **1-05.12 Final Acceptance**

The second paragraph is revised to read:

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

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

Add the following new section:

**1-05.16 Water and Power**  
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Add the following new section:

**1-05.17 Oral Agreements**  
(October 1, 2005 APWA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

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

**1-07.1 Laws to be Observed**

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

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

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

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

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

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

## **1-07.2 State Taxes**

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

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

*(June 27, 2011 APWA GSP)*

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

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

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

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

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

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

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

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

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

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

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

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

This section is supplemented with the following:

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

The Contracting Agency has applied for a Hydraulic Project Approval (HPA) for this project and the application is currently under review. A summary of provisions anticipated to be included with the HPA when it is issued are in Appendix E. All contacts with the Department of Fish and Wildlife concerning this approval shall be through the Contracting Officer. The Contractor shall, at no expense to the Contracting Agency, comply with all provisions included in the HPA for this project. When work described in the Contract is to be performed within the actively flowing channel of Nason Creek or any ponded areas directly connected by surface water to Nason Creek, that work shall be performed during the dates identified in the HPA; these dates are anticipated to be August 1 – August 10.

### **1-07.6 Permits and Licenses**

This section is supplemented with the following:

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

#### **Conservation Measures from U.S. Forest Service ARBO II Programmatic Consultation**

The Contracting Agency is utilizing the ARBO II programmatic consultation process for endangered species act (ESA) consultation on this project. Several conservation measures apply to this project through this programmatic consultation. A summary of these conservation measures is provided in Appendix E. The Contractor shall comply with all applicable conservation measures prescribed by this consultation process at no expense to the Contracting Agency. All contacts with the U.S. Forest Service concerning these conservation measures shall be through the Contracting Officer.

#### **Corps of Engineers Permits For Construction**

The Contracting Agency has applied for a Corps of Engineers Permit for this project and the application is currently under review. The Contractor shall comply with all provisions of the permit at no expense to the Contracting Agency. All contacts with the Corps of Engineers concerning this permit shall be through the Contracting Officer.

## **Washington State Department of Transportation General Permit**

The Contracting Agency has applied for and will obtain a general permit for utilizing the WSDOT right-of-way. The Contractor shall comply with all provisions of the permit at no expense to the Contracting Agency. All contacts with WSDOT concerning this permit shall be through the Contracting Officer.

### **1-07.9 Wages**

#### **1-07.9(1) General**

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

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

The Federal wage rates for Heavy Construction incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA140090. These rates are applicable to heavy construction.

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

**(April 2, 2007)**

#### **Application of Wage Rates for the Occupation of Landscape Construction**

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

## 1-07.11 Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(August 5, 2013)

### Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

#### Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA	
Pend Oreille; WA Stevens; WA Whitman.	
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2  
WA King; WA Snohomish.

Tacoma, WA 6.2  
WA Pierce.

Non-SMSA Counties 6.1

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis;  
WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:

SMSA Counties:

Portland, OR-WA 4.5  
WA Clark.

Non-SMSA Counties 3.8

WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

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

Additional information may be found at the U.S. Department of Labor website:  
<http://www.dol.gov/ofccp/TAguides/ctaguide.htm>

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

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

1. As used in these specifications:
  - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
  - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - d. Minority includes:
    - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
    - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
    - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
    - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by



other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if

referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

**(May 7, 2012)**

***Disadvantaged Business Enterprise Participation***

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation quarterly as described elsewhere in these Contract Provisions. No preference will be included in the

evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

#### **DBE Goals**

No DBE goals have been assigned as part of this Contract.

#### **Affirmative Efforts to Solicit DBE Participation**

DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

Note: A Directory of Certified DBE Firms denoting the Description of Work the DBE Contractors are certified to perform is available at:

[www.omwbe.wa.gov/certification/index.shtml](http://www.omwbe.wa.gov/certification/index.shtml).

The directory provides a plain language on the Description of Work that the listed DBE's have been certified by the Office of Minority and Women's Business Enterprises (OMWBE) to perform.

2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
3. Participate with a DBE as a joint venture.

#### **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

Contractors may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed.

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and shall be reported as such.

#### **Crediting DBE Participation for Reporting Purposes**

##### **Joint Venture**

When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

##### **DBE Prime Contractor**

A DBE Prime Contractor may only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces.

**DBE Subcontractor**

When a DBE firm participates as a Subcontractor, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE. However, you may not take credit supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates shall not be credited.
- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Office of Equal Opportunity (OEO). The arrangement must not impact a DBE firm's ability to perform a Commercially Useful Function (CUF).
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE's lower tier Subcontractor is also a DBE.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, so long as it is a distinct clearly defined portion of the Work that the DBE is performing with its own forces.
- If a firm is not certified as a DBE at the time of the execution of the contract, their participation cannot be counted toward any DBE goals.

**Trucking**

Use the following factors in determining DBE credit and whether a DBE trucking company is performing a Commercially Useful Function (CUF):

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the

leased truck. Leased trucks must display the name and identification number of the DBE.

4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. The DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company. The DBE must control the work of the non-DBE trucks. If the non-DBE is performing the Work without supervision of that Work by the DBE, the DBE is not performing a Commercially Useful Function (CUF).
6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:
  - a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)
  - b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements.)
7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

#### **Expenditures paid to other DBEs**

Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

##### **Manufacturer**

You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

In order to receive credit as a DBE Manufacturer, the firm must be certified by OMWBE as a manufacturer in a NAICS code that falls within the 31XXXX to 33XXXX classification.

### **Regular Dealer**

You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

1. WSDOT considers and recognizes a regular dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract and described by the specifications of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
2. Sixty percent (60%) of the cost of materials or supplies purchased from an approved regular dealer may be credited as DBE participation.

Regular dealer status is granted on a contract-by-contract basis. A firm wishing to be approved as a regular dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit a request in writing to the OEO no later than seven days prior to bid opening.

Once the OEO has received the request, an onsite review will be set up with the firm and a review conducted to determine the firm's qualifications. If it is determined that the firm qualifies as a regular dealer the OEO will list the firm on an approved regular dealers List. The list may be accessed through the OEO Home website is at:

[www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity)

**Note:** Requests to be listed as a regular dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

### **Materials or Supplies Purchased from a DBE**

With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies.
2. Fees or transportation charges for the delivery of materials or supplies.

In either case, you may not take credit for any part of the cost of the materials and supplies.

### **Joint Checking Allowance**

Prime Contractors and DBEs must receive pre-approval by the OEO before using a joint check. Joint check requests shall be submitted, by the Prime Contractor to the Contracting Agency for approval.



When requesting approval for use of a joint checking allowance, the Contractor must distribute a written joint check agreement among the parties (including the suppliers involved) providing full and prompt disclosure of the expected use of the joint checks. The agreement shall contain all the information concerning the parties' obligations and consequences or remedies if the agreement is not fulfilled or a breach occurs. The joint check request shall be submitted to the Contracting Agency for approval prior to signing the Contract agreement.

The following are some general conditions that must be met by all parties regarding joint check use:

- a. It is understood the Prime Contractor acts as the guarantor of a joint check.
- b. The DBE's own funds are used to pay supplier of materials. The Prime Contractor does not make direct payment to supplier. In order to be performing a Commercially Useful Function (CUF), the DBE must release the check to the supplier (paying for the materials it-self and not be an extra participant in a transaction).
- c. If the Prime Contractor makes joint checks available to one DBE Subcontractor, the service must be made available to all Subcontractors (DBE and non-DBE).
- d. The relationship between the DBE and its suppliers should be established independently of and without interference by the Prime Contractor. The DBE has final decision-making responsibility concerning the procurement of materials and supplies, including which supplier to use.
- e. The Prime Contractor and DBE shall be able to provide receipts, invoices, cancelled checks and/or certification statements of payment if requested by the Contracting Agency.
- f. The DBE remains responsible for all other elements of 49 CFR 26.55(c) (1).

Failure by the Prime Contractor to request and to receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor's DBE goal.

### **Commercially Useful Function (CUF)**

In any case, you may only take credit when the associated DBE that is determined to be performing a Commercially Useful Function (CUF).

- A DBE performs a CUF when it is responsible for execution of a distinct element of Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract. For example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material itself.
- A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

### **Procedures Between Award and Execution**

After award and prior to Execution of the Contract, the successful Bidder shall provide additional information as described below. Failure to comply may result in the forfeiture of the Bidder's Proposal bond or deposit.

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 correct business name, federal employer identification number (optional) and a mailing address.

The firms identified by the Prime Contractor may be contacted by Contracting Agency to solicit general information as follows:

1. Age of the firm.
2. Average of its gross annual receipts over the past three years.

### **Procedures after Execution**

#### **Reporting**

##### **Quarterly Report of Amounts Credited as DBE Participation Form #422-102**

The Prime Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE Work is accomplished or upon completion of the project, as appropriate. This is a record of payments to the DBE that the Prime Contractor is taking credit for as DBE participation. The dollars reported as specified in Crediting DBE Participation for Reporting Purposes section of this contract provision.

In the event that the payments to a DBE have been made by an entity other than the Prime Contractor (as in the case of a lower-tier Subcontractor or supplier), then the Prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

#### **Payment**

Compensation for all costs associated with complying with the conditions of this specification shall be included in payment for the associated Contract items of Work.

##### **Prompt Payment**

Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of the Contract Provisions.

#### **Damages for Noncompliance**

The Prime Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Prime Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from the United States Department of Transportation. Failure by the Prime Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

## **1-07.12 Federal Agency Inspection**

Section 1-07.12 is supplemented with the following:

***(July 30, 2012)***

### ***Required Federal Aid Provisions***

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

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

## **1-07.15 Temporary Water Pollution/Erosion Control**

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

This section is supplemented with the following:

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

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

#### **Mixing, Transfers, & Storage**

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
3. Proper security shall be maintained to prevent vandalism.
4. Drip pans or other protective devices shall be required for all transfer operations.

#### **Spills**

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

#### **Maintenance of Equipment**

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

#### **Disposal**

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

### **Reporting and Cleanup**

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

#### **Spills into State Water** (including ponds, ditches, seasonally dry streams, and wetlands):

Report immediately, call all of the following:

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

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

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

Ecology, Central Regional Office	(509) 575-2490
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#### **Underground Storage Tank** (confirmed release of material)

Report within 24 hours

Ecology, Central Regional Office	(509) 575-2490
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## **1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

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

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

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

Chelan County PUD (Wenatchee Office)  
327 N. Wenatchee Ave  
Wenatchee, WA 98801  
(509) 663-8121

Chelan County PUD (Leavenworth Office)  
222 Chumstick Highway  
Leavenworth, WA 98826  
(509) 548-7761

Call Before You Dig  
Utility Notification Center  
1-800-424-5555

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

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

### **1-07.18 Insurance**

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

- A. The Contractor shall purchase from and maintain in a company or companies authorized to do business in the State of Washington and reasonably acceptable to the Contracting Agency, an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on Contractor's operations, including by Subcontractors or suppliers of any tier; owned, non-owned and hired vehicles; on work sublet to others; and on the indemnity provisions under 1-07.1. This insurance will name the Contracting Agency, its employees and representatives as additionally insured for Work performed under the Agreement as shall be evidenced by an endorsement to be provided to the Contracting Agency with originals of the insurance certificates as directed under subparagraph 1-07.18(4). The Contractor shall provide a Certificate of Insurance evidencing:
5. Automobile Liability insurance with limits no less than \$2,000,000 combined single limit per accident for bodily injury and property damage covering owned and non-owned vehicles; and.
  6. Commercial General Liability insurance written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$3,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU), and employer's liability; and
  7. Excess Liability insurance with limits no less than \$3,000,000 limit per occurrence.
- B. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.
- C. The Contracting Agency, Contracting Agency's Representative, and the Contracting Officer shall be named as an additional insured on the Commercial General Liability insurance policy, as respects to work performed by or on behalf of the Contractor and copies of the endorsement naming the Contracting Agency as additional insured shall be attached to the Certificate of insurance. The Contracting Agency reserves the right to receive a certified copy of all required insurance policies.
- D. Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- E. The Contractor's insurance shall be primary insurance as respect the Contracting Agency and the Contracting Agency shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.
- F. Before commencing Work or exposure to loss can occur, and, in any event, within ten (10) days after the Contracting Agency has issued its "Notice of Intent to Award Contract", the Contractor shall furnish the Contracting Agency with Certificates of Insurance and endorsements, in duplicate, as evidence of all insurance required by the Contract Documents. If the Agreement is executed, the Contract Time shall be reduced by one day for each day after Ten days that all such Certificates are not furnished. All policies and certificates must be signed copies and shall contain

a provision that coverage afforded under the policies cannot be materially altered, allowed to expire, or canceled without first giving 30 days prior written notice by certified mail to the Contracting Agency.

- G. The Contracting Agency specification or approval of the insurance in this agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise.
- H. Coverage shall be maintained without interruption from the date of commencement of the Work until the date of final acceptance and termination of any coverage required to be maintained after final payment.
- I. The Contractor shall ensure and require that subcontractors of all tiers have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by subcontractors of all tiers.
- J. If the Contracting Agency are damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the Contracting Agency, then the Contractor shall bear all costs attributable thereto. The Contracting Agency may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.
- K. The Contractor shall ensure and require that subcontractors of all tiers have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by subcontractors of all tiers.

## **1-07.23 Public Convenience and Safety**

### ***1-07.23(1) Construction Under Traffic***

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

**(January 2, 2012)**

#### **Work Zone Clear Zone**

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

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

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

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

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

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

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

\* or 2-feet beyond the outside edge of sidewalk

### **Minimum Work Zone Clear Zone Distance**

(August 7, 2006)

Lane closures are subject to the following restrictions:

\*\*\* Both lanes of traffic on SR207 shall be closed while the helicopter is traveling over traffic or is transporting logs from one side of the highway to the other. No traffic shall pass directly underneath the helicopter while it is operating overhead. The Contractor shall make every effort to minimize the amount of time that traffic in both lanes is closed while the helicopter is operating. It is acceptable for the Contractor to direct the helicopter to hover a minimum distance of 100 feet away from SR207 while traffic is allowed to pass. Lane closures shall be limited to a 20-minute maximum for any one traffic stoppage. \*\*\*

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.

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

Add the following new section:

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

#### **1-07.28 Required Notifications**

The Contractor shall notify WSDOT and the USFS of certain activities associated with the Work for this project. The notifications shall be made in accordance with the requirements of this section.

- (1) Notify WSDOT of intermittent road closure (during helicopter delivery of logs) at least one week in advance of closure.
  - (a) Contact Bill Gould at WSDOT in writing, email, or via phone to notify WSDOT of the date, time, and duration of the anticipated intermittent road closure using the contact information below:

Bill Gould, Assistant Regional Planning Engineer  
Washington State Department of Transportation  
Email: [gouldw@wsdot.wa.gov](mailto:gouldw@wsdot.wa.gov)  
Office Phone: (509) 667-2909

The Contractor shall confirm via phone or email that Bill Gould has received written notification.

- (2) Notify USFS of helicopter delivery of logs. At least three business days prior to placing logs via helicopter, the Contractor shall notify Dave Nalle and Patti Jones via email of the following information:
- (a) The anticipated date, time, and duration of the anticipated helicopter activity.
  - (b) The Contractor shall also communicate the radio frequencies that will be used to relay communications between the helicopter crew and crew members on the ground and anticipated flight routes.

Contact information for Dave Nalle and Patti Jones is included below:

Dave Nalle, Battalion 71, Assistant Fire Management Officer  
Okanogan Wenatchee National Forest  
Email: [dnalle@fs.fed.us](mailto:dnalle@fs.fed.us)  
Office Phone: (509) 548-2582  
Mobile Phone: (509) 881-0471

Patti Jones, Unit Aviation Officer  
Okanogan Wenatchee National Forest  
Email: [pjjones@fs.fed.us](mailto:pjjones@fs.fed.us)  
Office Phone: (509) 664-9335  
Mobile Phone: (509) 668-2801

The Contractor shall confirm via phone or email that both Dave Nalle and Patti Jones have received written notification prior to commencing helicopter operations.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters** (May 25, 2006 APWA GSP)

Add the following new section:

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

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

1. To review the initial progress schedule;



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

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

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

### **1-08.1 Subcontracting**

Section 1-08.1 is supplemented with the following:

(October 12, 1998)

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

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

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

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

### **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

Section 1-08.1(1) is revised to read:

(June 27, 2011)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

#### **Requirements**

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

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
  - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

#### **Conditions**

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

#### **Payment**

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

Add the following new section:

#### **1-08.0(2) Hours of Work** (March 8, 2013 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise

control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

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

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

This section is supplemented with the following:

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

This project shall be substantially completed within 90 calendar days of the Notice to Proceed Date.

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

In addition to the documents listed in the Standard Specifications, the Contractor shall submit to the Contracting Officer: Document G706, Document G706A, and Document G707 prior to establishing a Completion Date.

## **1-08.9 Liquidated Damages**

This section is supplemented with the following:

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

The Liquidated Damages Formula shall not be used. The Contractor agrees to pay \$500.00 per day liquidated damages for each calendar day beyond the number of calendar days established for Substantial Completion of work. The Contractor agrees to authorize the Contracting Agency to deduct these liquidated damages from any money due or money coming due to the Contractor.

## **1-09.9 Payments**

### **1-09.9(1) Retainage**

Section 1-09.9(1) content and title is deleted and replaced with the following:

**(June 27, 2011)**

**Vacant**

### **1-09.6 Force Account**

*(October 10, 2008 APWA GSP)*

Supplement this section with the following:

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

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

### **1-10.1 General**

Supplement this section with the following:

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

The Contractor shall submit a Traffic Control Plan to the Contracting Officer for review and approval prior to mobilizing to the Project Site. The Traffic Control Plan shall document all materials, signs, and methods for controlling traffic throughout the project and complying with the general requirements identified below:

1. For work beyond the shoulder, the Work Beyond the Shoulder Traffic Control Plan shown in the Plans may be used provided no equipment is staged or working within the Design Clear Zone (defined as 23-feet from the edge of traveled way).
  - a. In general, anytime work vehicles are frequently entering or exiting the Project Site via SR207, but no work is occurring within 23-feet of the edge of traveled way, the Work Beyond the Shoulder Traffic Control Plan shall be implemented.
  - b. Delivery of logs will require implementation of the Work Beyond the Shoulder Traffic Control Plan.
    - i. Staging of logs at the habitat structure staging area shall not exceed two continuous weeks.
    - ii. Logs, fences, or other devices and material used to stage logs shall not sit within the Design Clear Zone.
  - c. Haul of material excavated during ditch excavation and floodplain excavation will require implementation of the Work Beyond the Shoulder Traffic Control Plan.
    - i. Equipment and vehicles used to complete the ditch excavation, floodplain excavation, construction of the barrier berm and establishment of the stabilized construction entrance shall all comply with the Work Beyond the Shoulder Traffic Control Plan.
2. Helicopter delivery of logs will require implementation of the Road Closure Traffic Control Plan shown in the Plans, or an approved alternative.
  - a. No traffic shall pass directly underneath the helicopter or while it is flying within 100-feet of SR207.
  - b. No traffic shall pass during transport or placement of logs for habitat structures.
  - c. Traffic may pass while the helicopter is hovering a minimum distance of 100-feet away from SR207.
  - d. The Contractor shall make every effort to minimize the time traffic is stopped in both directions during helicopter placement of logs.

- e. Traffic in any direction shall not be stopped for more than 20-minutes at any one time.
  - f. If traffic in the northbound lane of SR207 backs up to the junction with US2 the Contractor shall immediately direct the helicopter to hover at an acceptable location and allow traffic to pass to prevent the further traffic interruption on US2.
3. All traffic control measures implemented by the Contractor shall allow for 12-foot wide vehicle travel lanes during all work. If 12-foot wide lanes cannot be accommodated at all times, the Contractor is responsible for providing acceptable traffic control for a lane or road closure during those times.

## **Division 2 Earthwork**

### **2-01 Clearing, Grubbing, and Roadside Cleanup**

#### **2-01.2 Disposal of Usable Material and Debris**

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

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

#### **2-01.2 Disposal of Usable Material and Debris**

The Contractor shall stockpile cleared branches, stumps, limbs and other vegetative material cleared during the project on-site for future use as erosion control. Material equal to or less than 6-inches in diameter cleared from the existing parking lot shall be stockpiled on-site in an identified staging area or on the excavated floodplain until erosion control measures are implemented. Material equal to or less than 6-inches in diameter cleared from the abutment removal site shall be stockpiled upslope of the abutment removal area (in the fill placement area prior to placing fill) or on finished ground until erosion control measures are implemented.

Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer. It is anticipated that at least one tree within the abutment removal area will require removal. Disposal of trees greater than 6-inches in diameter shall be as directed by the Contracting Officer. All material shall remain on-site and largely intact. The Contracting Officer may direct the Contractor to lop and scatter portions of trees larger than 6-inches in diameter but the main portion of the trunk will remain intact and be positioned on-site as directed by the Contracting Officer.

Following completion of all earthwork, stockpiled material shall be disposed of on-site using one of the two methods described below and as directed by the Contracting Officer. Stockpiled material less than 6-inches in diameter that is not track-walked into the ground shall be disposed of using one of the disposal methods described below. The cost of transporting material for stockpiling (once or several times if stockpile needs relocating), transporting stockpiled material to a location for disposal, and disposal using one of the two methods identified below shall be made incidental to the bid item Clearing and Grubbing. All material removed during clearing and grubbing shall be disposed of on-site. Disposal of cleared material shall take place following the application of seed and straw mulch.

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

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

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

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

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

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

## **2-03 Roadway Excavation and Embankment**

### **2-03.2 Vacant**

Delete this section and replace it with the following:

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

#### **2-03.2 Notification and Approval of Disposal Site**

The disposal site(s) used for disposing all material excavated as part of the Work for this project shall be approved by the Contracting Agency as well as the USFS. The Contractor shall obtain written approval (email is acceptable) from the Contracting Agency and the USFS per the requirements below:

1. USFS

- a. Notify Mick Mueller in writing of the proposed off-site disposal location and provide a map showing the location using the contact information below:

Mick Mueller, Environmental Coordinator  
Okanogan Wenatchee National Forest  
Email: [mmueller@fs.fed.us](mailto:mmueller@fs.fed.us)  
Office Phone: (509) 548-2583

- b. The Contractor shall allow one-week for review and approval of the disposal site by the USFS.

2. Contracting Agency

- a. The Contractor shall notify the Contracting Officer of the proposed disposal location and provide a map showing the location using the contact information below:

Alan Schmidt, Chelan County Natural Resources Department  
Contracting Officer  
Email: [Alan.Schmidt@CO.CHELAN.WA.US](mailto:Alan.Schmidt@CO.CHELAN.WA.US)  
Office Phone: (509) 667-6567  
Mobile Phone: (509) 679-9345

- b. The Contractor shall allow one-week for review and approval of the disposal site by the Contracting Agency.

The Contractor shall not use the proposed disposal site without written permission from all entities identified in this section. It is the Contractor's responsibility to obtain written permission in a timely fashion, any delay in construction or extra cost associated with not obtaining written permission on time will be the fault of the Contractor and shall have no financial bearing on the Contracting Agency.

Add the following new section:

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

#### **2-03.3(19) Floodplain Excavation**

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



Floodplain excavation shall occur prior to ditch or channel excavation; the Contractor shall remove the entire volume of soil required to construct the floodplain as shown on the Plans prior to ditch or channel excavation. While excavating the Contractor shall reset and re-label all stakes removed during floodplain excavation with information that clearly identifies the new target depth and or elevation for floodplain, ditch, or channel excavation.

The lines and grades shown on the Plans may be adjusted slightly in the field by the Contracting Officer to avoid damage to existing vegetation. There is at least one existing large tree that sits within the limits of earthwork for floodplain excavation that will require a slight adjustment to the lines and grades shown on the Plans.

Material excavated during floodplain excavation becomes property of the Contractor for safe, legal disposal off-site at the approved disposal site.

Add the following new section:

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

**2-03.3(20) Abutment Excavation**

The Contractor shall excavate material from the site of a previous bridge abutment as shown in the Plans. This work involves excavating, rough grading and final grading of the abutment removal area. The limits of excavation and breaklines for abutment excavation will be staked for the Contractor by the Contracting Officer. Shape and grade the area of excavation to the lines and grades shown on the Plans within acceptable tolerances identified in these Special Provisions. The limits of excavation shall be flush with existing ground.

Depending on hydrologic conditions, it is likely that a portion of this Work (excavating the lowest elevations) will require work below the ordinary high water mark (in-water work). If in-water work is required, or if soil from the excavation is making its way downslope and into Nason Creek, the Contractor shall isolate the work zone as described in Section 2-10 of these Special Provisions.

While excavating, the Contractor shall reset and re-label all stakes removed during abutment excavation with information that clearly identifies the new target depth and or elevation for abutment excavation.

The lines and grades shown on the Plans may be adjusted slightly in the field by the Contracting Officer to avoid damage to existing vegetation. There is at least one existing large tree that sits within the limits of earthwork for abutment excavation that will require a slight adjustment to the lines and grades shown on the Plans.

There are several large, angular boulders and logs that sit at the toe of the old abutment; these shall be removed and incorporated into the fill upslope of the abutment removal area. Fill shall be placed over these items so they do not protrude above the finished ground surface. Any unnatural materials (cable, rebar, pipe, etc.) encountered while excavating shall become property of the Contractor for safe and legal disposal off-site at the approved disposal site.

Add the following new section:

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

**2-03.3(21) Barrier Berm**

The Contractor shall create a barrier berm near the entrance to the existing parking lot to prevent vehicular access to the site. The berm shall have a top width of at least 2-feet and shall have side-slopes of 1.5:1 from the top of the berm to existing ground. The berm shall be constructed at the location shown on the Plans with a top elevation of equal to that shown on the Plans.

Fill material for the barrier berm shall be free of organic debris and rocks larger than 10-inches in diameter. The Contractor may use material from floodplain, ditch, or channel excavation for barrier berm construction; importing acceptable material is also acceptable. Fill material for the barrier berm shall be placed in 12-inch maximum lifts and compacted to approximately 85% maximum density by making several passes with tracked equipment over the placed fill. There will be no measurement of the density of compacted fill; rather, the Contracting Officer's observation of the compaction effort will serve as measurement.

Add the following new section:

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

**2-03.3(22) *Placement of Excavated Abutment Material***

Material removed during abutment excavation shall be transported upslope of the abutment excavation area to the area shown on the Plans. Use of tracked or wheeled equipment to transport excavated material to be placed as fill is allowed although the Contractor shall not improve a path or construct a road for wheeled equipment outside the footprint of fill for transporting fill. Any improved path or constructed road inside the footprint of fill shall be completely covered with fill.

Transport, place, compact and shape fill to the lines and grades shown on the Plans or as directed by the Contracting Officer. Initial construction staking for placing excavated abutment material will be provided at no cost to the Contractor. As fill is placed and compacted, the Contractor shall reset and re-label all stakes removed during fill placement with information that clearly identifies the new target elevation.

Material shall be placed in 12-inch maximum lifts and compacted to approximately 85% maximum density by making several passes with tracked equipment over the placed fill. There will be no measurement of the density of compacted fill; rather, the Contracting Officer's observation of the compaction effort will serve as measurement.

Add the following new section:

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

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

Following excavation or fill, and final grading of the floodplain, abutment removal, and fill placement areas deeply scarify the surface to increase soil pore space and improve soil structure for site revegetation. Final soil density shall be less than 80% or as approved by the Contracting Officer. Decompact areas prior to application of seed, straw mulch, or wattles. Decompact to a depth of 6-inches using tines attached to the bucket of an excavator or similar method approved by the Contracting Officer.

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

**2-03.4 Measurement**

Supplement this section with the following:

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

Floodplain excavation including haul, abutment excavation, construction of barrier berm, and placement of excavated abutment material will be measured by the cubic yard per design data.

## **2-03.5 Payment**

Supplement this section with the following:

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

"Floodplain Excavation Incl. Haul", per cubic yard.

"Abutment Excavation", per cubic yard.

"Construction of Barrier Berm", per cubic yard.

"Placement of Excavated Abutment Material", per cubic yard.

## **2-10 Vacant**

Delete this section and replace it with the following:

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

## **2-10 Work-Zone Isolation and Dewatering**

### **2-10.1 Description**

This work consists of installing and maintaining cofferdam(s), or using another acceptable method to isolate the work zone(s), at or near the location(s) shown on the Plans to isolate construction activities from shallow subsurface and surface waters of Nason Creek, preventing turbid waters within the isolated area(s) from entering Nason Creek, and dewatering work area(s) as necessary to allow for completion and inspection of the Work. Dewatering of the work zone is required only to the extent necessary for the Contractor to be able to excavate and grade to the lines and grades shown on the Plans.

Any time work below the ordinary high water mark occurs, or anytime soil is entering the actively flowing channel of Nason Creek, an isolated work zone shall be created by constructing a cofferdam, or using another acceptable method to contain sediment and turbid water within the isolated work zone. The method shown in the Plans for isolating a work zone through constructing a cofferdam is described in this section and is one form of an acceptable method for isolating a work zone. Other methods that provide equal or better isolation will be considered for approval by the Contracting Officer; however, if an approved alternative method fails to provide the requirements of this section the Contractor shall remove it and replace it with a cofferdam as described in this section.

### **2-10.2 Materials**

The Contractor shall provide all materials necessary to construct cofferdams, sufficiently dewater, and discharge turbid water in accordance with the Plans and applicable permits. If another method of work zone isolation is used, the Contractor shall supply all materials required to implement that method of work zone isolation. Additionally, the Contractor shall provide a pump, or pumps, capable of maintaining a dewatered working area at the time of construction.

#### **2-10.2(1) Pumps**

Streamflow varies from year to year and the Contractor is responsible to be prepared for normal variations. In addition, it is not anticipated that the Contractor will be required to handle the entire

flow within the creek. However, permeable streambed material typically allows flow to pass underneath cofferdams. The Contractor's pumps shall have adequate capacity to maintain isolated work zones in a dewatered state during the hours of construction activities and inspection.

The contractor shall be responsible for determining pump capacity requirements to dewater the work area to the level necessary for proper construction and inspection. Pumping within an isolated work zone shall lower water levels within the impounded area such that a low-pressure condition within the impoundment is created; this will ensure that any leaks in the cofferdam bring clean water into the impounded area as opposed to turbid water flowing out of the impounded area.

Pumping and discharge of turbid water shall be in accordance with all applicable permits as well as the Work Zone Isolation Plan developed by the Contractor and approved by the Contracting Officer. Turbid water shall not be discharged directly to a wetland, within the actively flowing channel, or other surface water body. Turbid water shall be discharged to a tank, settling pond(s), or upland areas for treatment to remove silt, fine sediments and other materials harmful to fish and aquatic life. The Contractor shall be responsible for determining an appropriate discharge location to meet these requirements. The Contracting Officer reserves the right to require the Contractor to adjust the chosen pump layout and/or discharge location if turbid water is flowing to wetland, surface water body, or the actively flowing channel of Nason Creek. Any delay in work or extra cost associated with a required change shall come at no extra cost to the Contracting Agency.

#### **2-10.2(2) Plastic Sheeting**

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

#### **2-10.2(3) Bulk Bags and Sand Bags**

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

Bulk bags shall be filled with Large Diameter Cofferdam Gravel. Sand bags shall be filled with small Diameter Cofferdam Gravel. Once filled, sand bags shall be securely tied with a biodegradable rope or string such as twisted or woven jute, or manila rope. Bulk bags do not require secure closure as long as they securely hold the material they have been filled with.

#### **2-10.2(4) Small Diameter Cofferdam Gravel**

Small Cofferdam Gravel shall be clean, sub-rounded gravel with a maximum diameter of 1 ½ inches; the mix shall contain a maximum of 10% of material by weight that passes a No. 40 sieve and 0% passing a No. 200 sieve.

#### **2-10.2(5) Large Diameter Cofferdam Gravel**

Large Cofferdam Gravel shall be clean, sub-rounded gravel with a maximum diameter of 4 inches; the mix shall contain a maximum of 10% of material by weight that passes a No. 40 sieve and 0% passing a No. 200 sieve.

## **2-10.3 Construction Requirements**

### **2-10.3(1) Submittals**

The Contractor shall submit a Work Zone Isolation Plan to the Contracting Officer for approval prior to beginning construction or dewatering activities. The plan shall identify the methods of work, materials, equipment (including the manufacturer, type, capacity, and specifications for the pumps to be used), and discharge point of the pump(s); it shall also identify the methods and materials used to isolate work zone(s). The Work Zone Isolation Plan shall be submitted by the Contractor for approval by the Contracting Agency a minimum of ten (10) working days prior to the beginning of any construction or dewatering activities. The Contracting Officer will review and notify the Contractor within three (3) working days regarding the approval and/or rejection of submitted Work Zone Isolation Plan. In the event that the Contracting Officer rejects the submitted plan, the Contracting Officer will provide written documentation explaining the cause for the rejection. The Contractor will be allowed three (3) working days to respond to the Contracting Officer, and resubmit the plan. The Contracting Agency reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable Work Zone Isolation Plan.

### **2-10.3(2) Work Zone Isolation**

Work within the wetted channel of Nason Creek (excluding placing and manipulation of logs for assembly of habitat structures) shall be performed in an isolated work zone. Work areas shall be isolated by constructing cofferdams as described in this section, or using other methods identified in the approved Work Zone Isolation Plan.

The cofferdam detail in the Plans is an example of an acceptable method of isolation. Other methods of cofferdam construction that provide equal or better isolation may be used if approved by the Contracting Officer.

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

Cofferdams shall sit on a level pad created from sand bags filled approximately half full with Small Cofferdam Gravel (as specified in section 2-10.2(4) of these Special Provisions) placed by hand to fill gaps in the streambed. The purpose of the pad is to create a level surface for the cofferdam to sit on which is easier to seal and will limit water seepage through the cofferdam. The main portion of the cofferdam shall be constructed from sand bags or bulk bags; if bulk bags are used they shall be filled with large diameter cofferdam gravel and if sand bags are used they shall be filled with small diameter cofferdam gravel.

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

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

Bulk bags or sand bags used to construct cofferdams shall be removed from Nason Creek upon completion of work in the isolated work area. The bulk bags and sand bags shall be transported upslope of the abutment excavation area where the material in the bags can be spoiled. Spoiled material from sand bags and bulk bags shall be spread to a maximum thickness of 3-inches in the fill placement area.

Isolated work zones shall contain turbid water and prevent it from entering Nason Creek. During in-water work, turbidity will be monitored in Nason Creek in accordance with project permits secured by the Contracting Agency, namely:

1. Turbidity will be monitored with a turbidimeter in accordance with Washington Department of Ecology Water Quality Standards.
  - a. Samples will be collected at least twice a day 100-feet upstream of in-water work to represent background turbidity levels.
  - b. Samples will also be collected at least twice a day 300-feet downstream of in-water work. Turbidity levels downstream of the in-water work (isolated work zone) shall not exceed:
    - i. 5 nephelometric turbidity units (NTUs) over background when the background is 50 NTU or less; or
    - ii. A 10-percent increase in turbidity when the background turbidity is more than 50 NTU.

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

#### **2-10.4 Measurement**

No unit of measure shall apply to the lump sum bid items.

#### **2-10.5 Payment**

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

**Division 8  
Miscellaneous Construction**

**8-01 Erosion Control and Water Pollution Control**

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

Supplement this section with the following:

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

Seed of the composition, proportion, and quantity shown on the Plans shall be applied at all areas above the ordinary high water level that were disturbed by construction activities. Seed mixes shall be free of noxious or invasive species and shall be applied according to the rates shown in the Plans.

**8-01.3(2)D Mulching**

Supplement this section with the following:

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

Following the application of wetland or upland seed mixes, straw mulch shall be applied at a rate of 2,000 pounds per acre to all seeded areas.

**8-01.5 Payment**

Supplement this section with the following:

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

“Seeding – Wetland Mix”, per acre.

“Seeding – Upland Mix”, per acre.

“Straw Mulch”, per ton.

**8-31 Vacant**

Add the following new section:

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

**8-31 Channel Plug**

**8-31.1 Description**

This work consists of installing two logs as shown on the Plans and directed by the Contracting Officer. This includes excavation for placement of logs, backfill around placed logs, and incorporating stockpiled slash material from clearing and grubbing into the channel plug.

**8-31.2 Materials**

The Contractor shall supply all materials, labor, and equipment required to construct the Channel Plug as shown on the Plans.

### **8-31.2(1) Slash**

Slash shall be composed of tree tops, branches, brush, and other woody material. Slash shall come from cleared vegetation and/or trees within the project site.

### **8-31.3 Construction Requirements**

Logs for the channel plug shall be placed at the location and in the orientation shown on the Plans unless otherwise directed by the Contracting Officer. Logs shall be placed in a manner that directs flow from the existing drainage channel into the newly excavated drainage channel. Logs shall be placed on an angle, approximate 30° - 60° away from parallel with the bank of the existing drainage channel. Placing logs perpendicular to the direction of flow in the existing drainage channel is not acceptable. The Contracting Officer will help identify a suitable location and orientation to place the logs in.

Two logs shall be used to construct the channel plug. A small ditch shall be excavated for any portion of the logs that will sit below existing ground. The logs shall be placed in the ditch, stacked on top of one another and then backfilled. The logs shall be placed such that the top log sits flush with the top of bank for the existing drainage channel where it enters the bank. Backfill shall be placed around the logs and compacted with the bucket of an excavator to the maximum extent practicable.

Incorporate slash into the channel plug as directed by the contracting officer. This may include pinning of slash material below or between logs, placing and compressing slash upstream or downstream of the channel plug, and pushing slash into the ground with the bucket of an excavator.

### **8-31.4 Measurement**

There is no unit of measure for the lump sum bid item Channel Plug.

### **8-31.5 Payment**

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

"Channel Plug", lump sum.

Payment includes all materials, labor and equipment to furnish and install logs in the Channel Plug including excavation for placement of logs and backfill around logs.

## **8-32 Vacant**

Add the following new section:

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

### **8-32 Furnish and Stage Logs**

#### **8-32.1 Description**

This work consists of furnishing and transporting all required logs to identified staging area(s), protection of staged logs up to the time of installation and replacement of any damaged or stolen logs.

#### **8-32.2 Materials**

The Contractor shall supply all materials, labor, and equipment required to furnish and stage all logs required to construct the Channel Plug and all Habitat Structures.



### 8-32.2(1) Logs

All logs shall come from Douglas Fir, Ponderosa Pine, Grand Fir, or Western Larch trees and shall come from trees harvested within the previous six months unless otherwise approved by the Contracting Officer. The diameter of logs with rootwads shall be measured at diameter-at-breast-height (DBH), defined as 4.5-feet above ground when the tree was standing. The diameter of logs without rootwads shall be measured 4.5-feet from the diameter of the largest cut end. Logs with branches shall have a minimum of 10 branches each above DBH that extend a minimum of 1 foot from the log.

Logs shall meet the diameter and length requirements shown in the table below:

<i>Log Type</i>	<i>Description in Plans</i>	<i>Min. Length (ft)</i>	<i>Min. Diameter (inches)</i>	<i>Rootwad Present</i>	<i>Branches Present</i>
A	15' long x 12" dia. log	15	12	No	No
B	20' long x 12" dia. log with rootwad	20	12	Yes	No
C	25' long x 14" dia. log	25	14	No	No
D	30' long x 16" dia. log with rootwad	30	16	Yes	No
E	30' long x 16" dia. log with rootwad & branches	30	16	Yes	Yes

### 8-32.3 Construction Requirements

Delivery of the logs to the project site shall be done in a manner that minimizes impacts to traffic on Highway 207 and complies with all WSDOT safety requirements. The Contractor shall be responsible for developing a traffic safety plan and implementing all traffic control measures necessary to meet traffic safety and control requirements of the Chelan County Public Works Office, including obtaining any related permits, at no additional cost to the Contracting Agency.

All logs for habitat structures (types A, B, D, and E) shall be staged at the habitat structure staging area shown on the Plans, outside of the Design Clear Zone (defined as 23-feet from the edge of traveled way). The logs required for the channel plug shall be staged at the parking lot staging area. All traffic control measures identified in the traffic safety plan shall be in place prior to delivery of logs to the project site at either staging area.

The area available at the habitat structure staging area for heavy equipment to offload and place logs is limited and the Contractor shall consider this when determining the manner in which logs will be offloaded and staged.

Handle, offload, and stage logs in a manner that minimizes damage to rootwads or branches. Logs shall be handled a minimum number of times. Logs that are damaged during delivery or offloading may be rejected by the Contracting Officer. Rejected logs shall be replaced with acceptable logs by the Contractor at no cost to the Contracting Agency.

The Contractor is responsible for securing the staging area and preventing loss or theft of staged logs. The Contractor may erect a chain-link fence or other approved device to protect staged logs, provided all materials are outside the Design Clear Zone. Theft or damage to staged logs that results in the loss or damage of acceptable logs shall be corrected by replacing lost or damaged logs with acceptable logs by the Contractor at no cost to the Contracting Agency. The cost of installing and removing any theft or damage prevention devices is made incidental to the cost for each log delivered and stored on-site.

#### **8-32.4 Measurement**

Logs delivered and stored on site will be measured per each log delivered, staged, and protected up until the time of installation.

#### **8-32.5 Payment**

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

"Log Type A – Delivery Only", per each.

"Log Type B – Delivery Only", per each.

"Log Type C – Delivery Only", per each.

"Log Type D – Delivery Only", per each.

"Log Type E – Delivery Only", per each.

Payment includes all materials, labor and equipment required to furnish and stage logs in staging areas, and protection of staged logs up to the time of installation.

### **8-33 Vacant**

Add the following new section:

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

#### **8-33 Helicopter Placement of Logs**

##### **8-33.1 Description**

This work consists of arranging for and overseeing helicopter transportation of logs staged in the habitat structure staging area from the staging area to the locations of the habitat structures and directing placement of the logs in the general configuration shown on the Plans.

##### **8-33.2 Materials**

The Contractor shall arrange for and execute a subcontract for a helicopter to transport logs from the staging area to the locations of habitat structures. The helicopter secured by the Contractor shall be capable of lifting a minimum of 2,000 pounds via cargo hook and shall be piloted by a reputable commercial pilot with past experience transporting and placing loads via cargo hook.

##### **8-33.3 Construction Requirements**

Placing logs for habitat structures is considered in-water work, as such it shall be completed within the allotted in-water work window (August 1 – August 10). Additionally, logs shall be transported via helicopter within two weeks of staging the first log at the habitat structure staging area.

The Contractor shall be solely responsible for all coordination, implementation of safety measures, and work related to transporting the logs from the stockpile location to the construction site using a helicopter. The helicopter shall place logs one at a time and as close to the orientation shown on the Plans as possible. Locations of log ends will be staked by the Contracting officer prior to helicopter placement. No excavation of logs is required; all logs will sit on top of existing ground or resting on one another. The logs shall be placed in a manner that minimizes damage to branches and/or rootwads, every effort shall be made to minimize the possibility of damaging logs as a whole while placing them; if possible the helicopter shall place one end of the log at the

location indicated and slowly lower the other end into position so the log is resting on the ground at the time it is released from the helicopter.

Logs placed for Habitat Structure #4 will be difficult to place with a helicopter. Logs for Habitat Structure #4 shall be placed as close to the bank of the oxbow as possible. Preferably with the rootwad of each log on top of the bank; the Contracting Officer will direct the Contractor on placement of logs for Habitat Structure #4 if placement in the orientation shown on the Plans proves difficult.

During helicopter placement of logs, the Contractor shall provide traffic control per the approved Traffic Control Plan. The helicopter shall only fly over SR207 by flying over the highway directly above the area controlled via the Traffic Control Plan; flying over stopped or backed up traffic is not allowed. No traffic shall pass under the helicopter. Traffic may pass between helicopter trips but shall be stopped prior to the helicopter resuming transportation and placement of logs. The Contractor is allowed to stop traffic in both directions for a maximum of 20 minutes at a time during helicopter placement of logs.

#### **8-33.4 Measurement**

There will be no measurement for the lump sum bid item Helicopter Placement of Logs.

#### **8-33.5 Payment**

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

"Helicopter Placement of Logs", lump sum.

Payment includes all materials, labor and equipment to transport logs from the habitat structure staging area to the locations of habitat structures via helicopter and placement of logs as directed by the contracting officer.

### **8-34 Vacant**

Add the following new section:

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

#### **8-34 Habitat Structures**

##### **8-34.1 Description**

This work involves using manual equipment (jacks, come-alongs, prybars, chainsaw winch, etc.) to manipulate logs placed by helicopter into the arrangement shown on the Plans to the extent practicable.

##### **8-34.2 Materials**

All materials and equipment used to manipulate logs into final position shall be in good working condition, free of leaks and lacking harmful, toxic, and other deleterious substances (grease, oil, gasoline, etc.) that would cause harm to aquatic or terrestrial plants or animals.

##### **8-34.3 Construction Requirements**

Following placement of all logs, the Contractor shall use manual equipment (no heavy equipment allowed) to manipulate logs to get them as close to the orientation shown on the Drawings as possible or as directed by the Contracting Officer. This may involve manipulation of logs using multiple prybars, pulleys, chainsaw winches, jacks, or other approved equipment.

While manipulating logs into final placement, the Contractor may use cable or chains to gain a mechanical advantage provided the use of these does not damage existing vegetation; any cable or chain wrapped around existing trees shall be done in a manner that ensures the cable or chain will not cut into the tree or break branches. The Contracting Officer will direct the Contractor regarding manipulation of logs into final position and will determine which logs can feasibly be manipulated and which logs cannot. The Contracting Officer will not require impracticable manipulation of placed logs.

Logs for Habitat Structure #4 shall be manipulated to the extent practicable to position logs securely, placing their rootwads on top of the bank and wedging them between existing trees when possible. Construction of Habitat Structure #4 will likely require the most manual manipulation of logs due to the difficulty of placing them correctly via helicopter. The Contractor shall be prepared to position logs for all structures as directed by the Contracting Officer following placement via helicopter.

#### **8-34.4 Measurement**

No unit of measure will apply to lump sum bid items.

#### **8-34.5 Payment**

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

"Habitat Structure #1", lump sum.

"Habitat Structure #2", lump sum.

"Habitat Structure #3", lump sum.

"Habitat Structure #4", lump sum.

Payment includes all materials, labor and equipment to manually manipulate logs that can practicably be manipulated into a position more representative of the orientation shown on the Plans.

## **APPENDIX A - FEDERAL AID PROVISIONS**



## **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.



c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or

subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.



b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **APPENDIX B - FEDERAL WAGE RATES**

General Decision Number: WA140090 02/21/2014 WA90

Superseded General Decision Number: WA20130090

State: Washington

Construction Type: Heavy  
including water and sewer line construction

County: Chelan County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water  
construction).

Modification Number	Publication Date
0	01/03/2014
1	02/21/2014

CARP0770-002 07/01/2013

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 26.43	12.85
MILLWRIGHT.....	\$ 38.30	12.60

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

Nason Creek RM 4.7 - RM 3.3 Restoration Project

Appendix B  
Federal Wage Rates

Over 45 radius miles      \$1.50/hour

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ELEC0191-013 06/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 39.01	17.39

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ENGI0302-010 06/01/2013

WEST OF THE 120TH MERIDIAN

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 37.39	16.65
Group 1AA.....	\$ 37.96	16.65
Group 1AAA.....	\$ 38.52	16.65
Group 1.....	\$ 36.84	16.65
Group 2.....	\$ 36.35	16.65
Group 3.....	\$ 35.93	16.65
Group 4.....	\$ 33.57	16.65

Zone Differential (Add to Zone 1 rates):

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Excavator/Trackhoe, backhoes: over 50 metric  
tons to 90 metric tons

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

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;  
Crane-overhead, bridge type-20 tons through 44 tons;;

Nason Creek RM 4.7 - RM 3.3 Restoration Project

Appendix B  
Federal Wage Rates

Excavator/Trackhoe, backhoe: 15 to 30 metric tons; Drilling Machine; Screed; Piledriver; Scraper-self propelled under 45 yards; Boring Machine

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

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

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ENGI0370-023 06/01/2013

EAST OF THE 120TH MERIDIAN

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 25.56	12.85
GROUP 2.....	\$ 25.88	12.85
GROUP 3.....	\$ 26.49	12.85
GROUP 4.....	\$ 26.65	12.85
GROUP 5.....	\$ 26.81	12.85
GROUP 6.....	\$ 27.09	12.85
GROUP 7.....	\$ 27.36	12.85
GROUP 8.....	\$ 28.46	12.85

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Drill Assistant

GROUP 2: Fork Lift

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

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

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

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

Nason Creek RM 4.7 - RM 3.3 Restoration Project

Appendix B  
Federal Wage Rates



and including 45 tons)

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

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

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$ .50 over scale

Over 250 ft \$ .80 over scale

NOTE:

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

HAZMAT:

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

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IRON0086-008 07/01/2013

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 31.60	21.35

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LABO0001-023 06/01/2013

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 21.47	9.85
GROUP 3.....	\$ 23.51	9.85
GROUP 4.....	\$ 24.08	9.85
GROUP 5.....	\$ 24.49	9.85

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

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

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

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

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

LABORERS CLASSIFICATIONS

Nason Creek RM 4.7 - RM 3.3 Restoration Project

Appendix B  
Federal Wage Rates

GROUP 2: Flagger

GROUP 3: General or Common Laborer; Mason  
Tender-Cement/Concrete; Form-Stripping

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

GROUP 5: Mason Tender-Brick

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PAIN0005-003 07/01/2013

	Rates	Fringes
PAINTER (Brush, Roller, and Spray.).....	\$ 21.69	10.41

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\* TEAM0690-006 01/01/2014

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW) ZONE 1:SPOKANE ZONE CENTER GROUP 5.....	\$ 23.38	15.19

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

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: Outside a 45 mile radius from the main post office

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 5: Semi-Trailer Truck

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

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

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

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

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SUWA2009-056 08/07/2009

Nason Creek RM 4.7 – RM 3.3 Restoration Project

Appendix B  
Federal Wage Rates

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	24.50	6.30
LABORER: Common or General (Water and Sewer Lines).....\$	20.79	4.63
LABORER: Landscape & Irrigation.....\$	12.27	2.73
OPERATOR: Asphalt Plant.....\$	34.14	0.68
OPERATOR: Broom/Sweeper.....\$	27.03	4.67
OPERATOR: Grader/Blade.....\$	27.56	5.53
OPERATOR: Loader.....\$	26.90	7.65
OPERATOR: Mechanic.....\$	27.09	7.30
OPERATOR: Power Shovel.....\$	25.12	7.83
OPERATOR: Roller.....\$	29.18	4.14
OPERATOR: Skid Steer.....\$	10.63	0.00
TRUCK DRIVER, Includes Dump Truck.....\$	13.00	0.04
TRUCK DRIVER: Flatbed Truck.....\$	22.74	6.29
TRUCK DRIVER: Lowboy Truck.....\$	22.89	5.72
TRUCK DRIVER: Water Truck.....\$	23.46	6.06

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

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

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
Nason Creek RM 4.7 – RM 3.3 Restoration Project

rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



## **APPENDIX C – STATE WAGE RATES**

**State of Washington**  
**Department of Labor and 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 rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014						
County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Asbestos Abatement Workers	Journey Level	\$21.25		1	
Chelan	Boilermakers	Journey Level	\$64.44	5N	1C	
Chelan	Brick Mason	Journey Level	\$42.38	5A	1M	
Chelan	Building Service Employees	Janitor	\$9.32		1	
Chelan	Building Service Employees	Shampooer	\$11.14		1	
Chelan	Building Service Employees	Waxer	\$9.32		1	
Chelan	Building Service Employees	Window Cleaner	\$9.32		1	
Chelan	Cabinet Makers (In Shop)	Journey Level	\$22.09		1	
Chelan	Carpenters	Acoustical Worker	\$39.28	5D	1M	
Chelan	Carpenters	Bridge, Dock And Wharf Carpenters	\$50.05	5D	1M	
Chelan	Carpenters	Carpenter	\$39.28	5D	1M	
Chelan	Carpenters	Carpenters on Stationary Tools	\$39.41	5D	1M	
Chelan	Carpenters	Creosoted Material	\$39.38	5D	1M	
Chelan	Carpenters	Floor Finisher	\$39.28	5D	1M	
Chelan	Carpenters	Floor Layer	\$39.28	5D	1M	
Chelan	Carpenters	Scaffold Erector	\$39.28	5D	1M	
Chelan	Cement Masons	Journey Level	\$38.15	7B	1N	
Chelan	Divers & Tenders	Diver	\$105.37	5D	1M	8A
Chelan	Divers & Tenders	Diver On Standby	\$59.50	5D	1M	
Chelan	Divers & Tenders	Diver Tender	\$54.82	5D	1M	
Chelan	Divers & Tenders	Surface Rcv & Rov Operator	\$54.82	5D	1M	
Chelan	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$51.07	5A	1B	
Chelan	Dredge Workers	Assistant Engineer	\$53.00	5D	3F	
Chelan	Dredge Workers	Assistant Mate (Deckhand)	\$52.58	5D	3F	
Chelan	Dredge Workers	Boatmen	\$52.30	5D	3F	
Chelan	Dredge Workers	Engineer Welder	\$54.04	5D	3F	
Chelan	Dredge Workers	Leverman, Hydraulic	\$55.17	5D	3F	
Chelan	Dredge Workers	Mates	\$52.30	5D	3F	
Chelan	Dredge Workers	Oiler	\$52.58	5D	3F	
Chelan	Drywall Applicator	Journey Level	\$39.28	5D	1M	
Chelan	Drywall Tapers	Journey Level	\$50.87	5P	1E	
Chelan	Electrical Fixture Maintenance Workers	Journey Level	\$9.32		1	
Chelan	Electricians - Inside	Cable Splicer	\$57.20	7H	1E	
Chelan	Electricians - Inside	Construction Stock Person	\$29.41	7H	1D	
Chelan	Electricians - Inside	Journey Level	\$53.50	7H	1E	
Chelan	Electricians - Motor Shop	Craftsman	\$15.37		1	
Chelan	Electricians - Motor Shop	Journey Level	\$14.69		1	
Chelan	Electricians - Powerline Construction	Cable Splicer	\$68.33	5A	4A	
Chelan	Electricians - Powerline Construction	Certified Line Welder	\$62.50	5A	4A	
Chelan	Electricians - Powerline Construction	Groundperson	\$42.56	5A	4A	
Chelan	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$62.50	5A	4A	
Chelan	Electricians - Powerline Construction	Journey Level Lineperson	\$62.50	5A	4A	
Chelan	Electricians - Powerline Construction	Line Equipment Operator	\$52.47	5A	4A	
Chelan	Electricians - Powerline Construction	Pole Sprayer	\$62.50	5A	4A	
Chelan	Electricians - Powerline Construction	Powderperson	\$46.55	5A	4A	
Chelan	Electronic Technicians	Journey Level	\$16.50		1	
Chelan	Elevator Constructors	Mechanic	\$80.14	7D	4A	
Chelan	Elevator Constructors	Mechanic In Charge	\$86.77	7D	4A	
Chelan	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$9.32		1	
Chelan	Fence Erectors	Fence Erector	\$13.80		1	



# Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Fence Erectors	Fence Laborer	\$11.60		1	
Chelan	Flaggers	Journey Level	\$31.40	7A	3I	
Chelan	Glaziers	Journey Level	\$24.39	7E	1K	
Chelan	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$58.93	5J	1S	
Chelan	Heating Equipment Mechanics	Journey Level	\$18.45		1	
Chelan	Hod Carriers & Mason Tenders	Journey Level	\$34.42	7A	3I	
Chelan	Industrial Power Vacuum Cleaner	Journey Level	\$9.32		1	
Chelan	Inland Boatmen	Journey Level	\$9.32		1	
Chelan	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		1	
Chelan	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		1	
Chelan	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1	
Chelan	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.32		1	
Chelan	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		1	
Chelan	Insulation Applicators	Journey Level	\$39.28	5D	1M	
Chelan	Ironworkers	Journeyman	\$59.77	7N	1O	
Chelan	Laborers	Air, Gas Or Electric Vibrating Screed	\$33.44	7A	3I	
Chelan	Laborers	Airtrac Drill Operator	\$34.42	7A	3I	
Chelan	Laborers	Ballast Regular Machine	\$33.44	7A	3I	
Chelan	Laborers	Batch Weighman	\$31.40	7A	3I	
Chelan	Laborers	Brick Pavers	\$33.44	7A	3I	
Chelan	Laborers	Brush Cutter	\$33.44	7A	3I	
Chelan	Laborers	Brush Hog Feeder	\$33.44	7A	3I	
Chelan	Laborers	Burner	\$33.44	7A	3I	
Chelan	Laborers	Caisson Worker	\$34.42	7A	3I	
Chelan	Laborers	Carpenter Tender	\$33.44	7A	3I	
Chelan	Laborers	Cement Dumper-paving	\$34.01	7A	3I	
Chelan	Laborers	Cement Finisher Tender	\$33.44	7A	3I	
Chelan	Laborers	Change House Or Dry Shack	\$33.44	7A	3I	
Chelan	Laborers	Chipping Gun (under 30 Lbs.)	\$33.44	7A	3I	
Chelan	Laborers	Chipping Gun(30 Lbs. And Over)	\$34.01	7A	3I	
Chelan	Laborers	Choker Setter	\$33.44	7A	3I	
Chelan	Laborers	Chuck Tender	\$33.44	7A	3I	
Chelan	Laborers	Clary Power Spreader	\$34.01	7A	3I	
Chelan	Laborers	Clean-up Laborer	\$33.44	7A	3I	
Chelan	Laborers	Concrete Dumper/chute Operator	\$34.01	7A	3I	
Chelan	Laborers	Concrete Form Stripper	\$33.44	7A	3I	
Chelan	Laborers	Concrete Placement Crew	\$34.01	7A	3I	
Chelan	Laborers	Concrete Saw Operator/core Driller	\$34.01	7A	3I	
Chelan	Laborers	Crusher Feeder	\$31.40	7A	3I	
Chelan	Laborers	Curing Laborer	\$33.44	7A	3I	
Chelan	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$33.44	7A	3I	
Chelan	Laborers	Ditch Digger	\$33.44	7A	3I	
Chelan	Laborers	Diver	\$34.42	7A	3I	
Chelan	Laborers	Drill Operator (hydraulic,diamond)	\$34.01	7A	3I	
Chelan	Laborers	Dry Stack Walls	\$33.44	7A	3I	
Chelan	Laborers	Dump Person	\$33.44	7A	3I	
Chelan	Laborers	Epoxy Technician	\$33.44	7A	3I	
Chelan	Laborers	Erosion Control Worker	\$33.44	7A	3I	
Chelan	Laborers	Faller & Bucker Chain Saw	\$34.01	7A	3I	
Chelan	Laborers	Fine Graders	\$33.44	7A	3I	
Chelan	Laborers	Firewatch	\$31.40	7A	3I	
Chelan	Laborers	Form Setter	\$33.44	7A	3I	
Chelan	Laborers	Gabian Basket Builders	\$33.44	7A	3I	
Chelan	Laborers	General Laborer	\$33.44	7A	3I	
Chelan	Laborers	Grade Checker & Transit Person	\$34.42	7A	3I	
Chelan	Laborers	Grinders	\$33.44	7A	3I	
Chelan	Laborers	Grout Machine Tender	\$33.44	7A	3I	

# Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Laborers	Groutmen (pressure)including Post Tension Beams	\$34.01	7A	3I	
Chelan	Laborers	Guage and Lock Tender	\$34.52	7A	3I	8Q
Chelan	Laborers	Guardrail Erector	\$33.44	7A	3I	
Chelan	Laborers	Hazardous Waste Worker (level A)	\$34.42	7A	3I	
Chelan	Laborers	Hazardous Waste Worker (level B)	\$34.01	7A	3I	
Chelan	Laborers	Hazardous Waste Worker (level C)	\$33.44	7A	3I	
Chelan	Laborers	High Scaler	\$34.42	7A	3I	
Chelan	Laborers	Jackhammer	\$34.01	7A	3I	
Chelan	Laborers	Laserbeam Operator	\$34.01	7A	3I	
Chelan	Laborers	Maintenance Person	\$33.44	7A	3I	
Chelan	Laborers	Manhole Builder-mudman	\$34.01	7A	3I	
Chelan	Laborers	Material Yard Person	\$33.44	7A	3I	
Chelan	Laborers	Motorman-dinky Locomotive	\$34.01	7A	3I	
Chelan	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunit, Shotcrete, Water Bla	\$34.01	7A	3I	
Chelan	Laborers	Pavement Breaker	\$34.01	7A	3I	
Chelan	Laborers	Pilot Car	\$31.40	7A	3I	
Chelan	Laborers	Pipe Layer(lead)	\$34.42	7A	3I	
Chelan	Laborers	Pipe Layer/tailor	\$34.01	7A	3I	
Chelan	Laborers	Pipe Pot Tender	\$34.01	7A	3I	
Chelan	Laborers	Pipe Reliner	\$34.01	7A	3I	
Chelan	Laborers	Pipe Wrapper	\$34.01	7A	3I	
Chelan	Laborers	Pot Tender	\$33.44	7A	3I	
Chelan	Laborers	Powderman	\$34.42	7A	3I	
Chelan	Laborers	Powderman's Helper	\$33.44	7A	3I	
Chelan	Laborers	Power Jacks	\$34.01	7A	3I	
Chelan	Laborers	Railroad Spike Puller - Power	\$34.01	7A	3I	
Chelan	Laborers	Raker - Asphalt	\$34.42	7A	3I	
Chelan	Laborers	Re-timberman	\$34.42	7A	3I	
Chelan	Laborers	Remote Equipment Operator	\$34.01	7A	3I	
Chelan	Laborers	Rigger/signal Person	\$34.01	7A	3I	
Chelan	Laborers	Rip Rap Person	\$33.44	7A	3I	
Chelan	Laborers	Rivet Buster	\$34.01	7A	3I	
Chelan	Laborers	Rodder	\$34.01	7A	3I	
Chelan	Laborers	Scaffold Erector	\$33.44	7A	3I	
Chelan	Laborers	Scale Person	\$33.44	7A	3I	
Chelan	Laborers	Sloper (over 20)"	\$34.01	7A	3I	
Chelan	Laborers	Sloper Sprayer	\$33.44	7A	3I	
Chelan	Laborers	Spreader (concrete)	\$34.01	7A	3I	
Chelan	Laborers	Stake Hopper	\$33.44	7A	3I	
Chelan	Laborers	Stock Piler	\$33.44	7A	3I	
Chelan	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$34.01	7A	3I	
Chelan	Laborers	Tamper (multiple & Self-propelled)	\$34.01	7A	3I	
Chelan	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$34.01	7A	3I	
Chelan	Laborers	Toolroom Person (at Jobsite)	\$33.44	7A	3I	
Chelan	Laborers	Topper	\$33.44	7A	3I	
Chelan	Laborers	Track Laborer	\$33.44	7A	3I	
Chelan	Laborers	Track Liner (power)	\$34.01	7A	3I	
Chelan	Laborers	Traffic Control Laborer	\$33.29	7A	3I	8R
Chelan	Laborers	Traffic Control Supervisor	\$33.29	7A	3I	8R
Chelan	Laborers	Truck Spotter	\$33.44	7A	3I	
Chelan	Laborers	Tugger Operator	\$34.01	7A	3I	
Chelan	Laborers	Tunnel Work-Miner	\$34.52	7A	3I	8Q
Chelan	Laborers	Vibrator	\$34.01	7A	3I	
Chelan	Laborers	Vinyl Seamer	\$33.44	7A	3I	
Chelan	Laborers	Watchman	\$28.66	7A	3I	
Chelan	Laborers	Welder	\$34.01	7A	3I	
Chelan	Laborers	Well Point Laborer	\$34.01	7A	3I	

# Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Laborers	Window Washer/cleaner	\$28.66	7A	3I	
Chelan	Laborers - Underground Sewer & Water	General Laborer & Topman	\$33.44	7A	3I	
Chelan	Laborers - Underground Sewer & Water	Pipe Layer	\$34.01	7A	3I	
Chelan	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$12.00		1	
Chelan	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$14.00		1	
Chelan	Landscape Construction	Landscaping Or Planting Laborers	\$11.39		1	
Chelan	Lathers	Journey Level	\$38.68	5D	1M	
Chelan	Marble Setters	Journey Level	\$42.38	5A	1M	
Chelan	Metal Fabrication (In Shop)	Fitter	\$15.04		1	
Chelan	Metal Fabrication (In Shop)	Laborer	\$9.54		1	
Chelan	Metal Fabrication (In Shop)	Machine Operator	\$9.71		1	
Chelan	Metal Fabrication (In Shop)	Painter	\$9.93		1	
Chelan	Metal Fabrication (In Shop)	Welder	\$12.24		1	
Chelan	Millwright	Journey Level	\$51.92	5D	1M	
Chelan	Modular Buildings	Journey Level	\$14.11		1	
Chelan	Painters	Journey Level	\$12.00		1	
Chelan	Pile Driver	Journey Level	\$50.30	5D	1M	
Chelan	Plasterers	Journey Level	\$10.00		1	
Chelan	Playground & Park Equipment Installers	Journey Level	\$9.32		1	
Chelan	Plumbers & Pipefitters	Journey Level	\$73.69	6Z	1G	
Chelan	Power Equipment Operators	Asphalt Plant Operators	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Assistant Engineer	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Barrier Machine (zipper)	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Batch Plant Operator, Concrete	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Bobcat	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Brooms	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Bump Cutter	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Cableways	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Chipper	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Compressor	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Conveyors	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: Friction Over 200 Tons	\$55.17	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	7A	3C	8P
Chelan	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Crusher	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Derricks, On Building Work	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Dozers D-9 & Under	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	7A	3C	8P

# Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Power Equipment Operators	Drilling Machine	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Gradechecker/stakeman	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Guardrail Punch	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Horizontal/directional Drill Locator	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Horizontal/directional Drill Operator	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Loaders, Plant Feed	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Loaders: Elevating Type Belt	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Locomotives, All	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Material Transfer Device	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators	Motor Patrol Grader - Non-finishing	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Motor Patrol Graders, Finishing	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Pavement Breaker	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Posthole Digger, Mechanical	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Power Plant	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Pumps - Water	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Rigger And Bellman	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Rollagon	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Roller, Other Than Plant Mix	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Roto-mill, Roto-grinder	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Saws - Concrete	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$53.00	7A	3C	8P

# **Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014**

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Power Equipment Operators	Scrapers - Concrete & Carry All	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Service Engineers - Equipment	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Shotcrete/gunite Equipment	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators	Slipform Pavers	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Spreader, Topsider & Screedman	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Subgrader Trimmer	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Tower Bucket Elevators	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators	Transporters, All Track Or Truck Type	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Trenching Machines	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators	Truck Mount Portable Conveyor	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators	Welder	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators	Wheel Tractors, Farmall Type	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators	Yo Yo Pay Dozer	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Brooms	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cableways	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Chipper	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Compressor	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$52.58	7A	3C	8P

Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014						
County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction Over 200 Tons	\$55.17	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Crusher	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Gradechecker/stakeman	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-Road Equipment 45 Yards. & Over	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Locator	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Horizontal/directional Drill Operator	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-	Loaders, Plant Feed	\$53.00	7A	3C	8P

# Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
	Underground Sewer & Water					
Chelan	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-finishing	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$50.22	7A	3C	8P

Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014						
County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	\$54.61	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$54.04	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$52.58	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$53.00	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Welder	\$53.49	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$50.22	7A	3C	8P
Chelan	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$53.00	7A	3C	8P
Chelan	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$44.86	5A	4A	
Chelan	Power Line Clearance Tree Trimmers	Spray Person	\$42.58	5A	4A	
Chelan	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$44.86	5A	4A	
Chelan	Power Line Clearance Tree Trimmers	Tree Trimmer	\$40.08	5A	4A	
Chelan	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$30.20	5A	4A	
Chelan	Refrigeration & Air Conditioning Mechanics	Journey Level	\$31.18		1	
Chelan	Residential Brick Mason	Journey Level	\$15.00		1	
Chelan	Residential Carpenters	Journey Level	\$14.42		1	
Chelan	Residential Cement Masons	Journey Level	\$12.00		1	
Chelan	Residential Drywall Applicators	Journey Level	\$20.00		1	
Chelan	Residential Drywall Tapers	Journey Level	\$15.01		1	
Chelan	Residential Electricians	Journey Level	\$19.37		1	
Chelan	Residential Glaziers	Journey Level	\$12.77		1	
Chelan	Residential Insulation Applicators	Journey Level	\$10.00		1	
Chelan	Residential Laborers	Journey Level	\$16.77		1	
Chelan	Residential Marble Setters	Journey Level	\$14.00		1	
Chelan	Residential Painters	Journey Level	\$22.00		1	
Chelan	Residential Plumbers & Pipefitters	Journey Level	\$16.00		1	
Chelan	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$13.35		1	
Chelan	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$36.74	5I	1B	
Chelan	Residential Soft Floor Layers	Journey Level	\$12.00		1	
Chelan	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.58		1	
Chelan	Residential Stone Masons	Journey Level	\$15.00		1	



# **Journey Level Prevailing Wage Rates for the Effective Date: 4/10/2014**

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Chelan	Residential Terrazzo Workers	Journey Level	\$9.32		1	
Chelan	Residential Terrazzo/Tile Finishers	Journey Level	\$11.00		1	
Chelan	Residential Tile Setters	Journey Level	\$9.32		1	
Chelan	Roofers	Journey Level	\$22.20		1	
Chelan	Sheet Metal Workers	Journey Level (Field or Shop)	\$69.37	7F	1E	
Chelan	Sign Makers & Installers (Electrical)	Journey Level	\$56.69	7F	1E	
Chelan	Sign Makers & Installers (Non-Electrical)	Journey Level	\$17.48		1	
Chelan	Soft Floor Layers	Journey Level	\$15.79		1	
Chelan	Solar Controls For Windows	Journey Level	\$9.32		1	
Chelan	Sprinkler Fitters (Fire Protection)	Journey Level	\$36.16		1	
Chelan	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Chelan	Stone Masons	Journey Level	\$42.38	5A	1M	
Chelan	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		1	
Chelan	Surveyors	Assistant Construction Site Surveyor	\$52.58	7A	3C	8P
Chelan	Surveyors	Chainman	\$52.06	7A	3C	8P
Chelan	Surveyors	Construction Site Surveyor	\$53.49	7A	3C	8P
Chelan	Telecommunication Technicians	Journey Level	\$12.07		1	
Chelan	Telephone Line Construction - Outside	Cable Splicer	\$36.01	5A	2B	
Chelan	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$20.05	5A	2B	
Chelan	Telephone Line Construction - Outside	Installer (Repairer)	\$34.50	5A	2B	
Chelan	Telephone Line Construction - Outside	Special Aparatus Installer I	\$36.01	5A	2B	
Chelan	Telephone Line Construction - Outside	Special Apparatus Installer II	\$35.27	5A	2B	
Chelan	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$36.01	5A	2B	
Chelan	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.47	5A	2B	
Chelan	Telephone Line Construction - Outside	Telephone Lineperson	\$33.47	5A	2B	
Chelan	Telephone Line Construction - Outside	Television Groundperson	\$19.04	5A	2B	
Chelan	Telephone Line Construction - Outside	Television Lineperson/Installer	\$25.27	5A	2B	
Chelan	Telephone Line Construction - Outside	Television System Technician	\$30.20	5A	2B	
Chelan	Telephone Line Construction - Outside	Television Technician	\$27.09	5A	2B	
Chelan	Telephone Line Construction - Outside	Tree Trimmer	\$33.47	5A	2B	
Chelan	Terrazzo Workers	Journey Level	\$33.05	5A	1M	
Chelan	Tile Setters	Journey Level	\$33.05	5A	1M	
Chelan	Tile, Marble & Terrazzo Finishers	Journey Level	\$28.97	5A	1M	
Chelan	Traffic Control Stripers	Journey Level	\$42.33	7A	1K	
Chelan	Truck Drivers	Asphalt Mix	\$15.02		1	
Chelan	Truck Drivers	Dump Truck	\$19.45		1	
Chelan	Truck Drivers	Dump Truck And Trailer	\$19.45		1	
Chelan	Truck Drivers	Other Trucks	\$11.00		1	
Chelan	Truck Drivers	Transit Mixer	\$31.73	Null	1	
Chelan	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$11.15		1	
Chelan	Well Drillers & Irrigation Pump Installers	Oiler	\$9.32		1	
Chelan	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1	



## **APPENDIX D – BENEFIT CODE KEY**

## Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

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### Overtime Codes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. 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, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

D. 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 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.

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

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

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

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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.

### **Holiday Codes**

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

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

H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

### **Holiday Codes Continued**

6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).

E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).

G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

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

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

## **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.

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

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

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

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

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

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

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

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



holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

O. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, The Day After Or Before Christmas Day, And The Employees Birthday. 11). 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.

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

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

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

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

### Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following 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 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet  
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet  
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet  
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet  
Over 200' -Divers May Name Their Own Price

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

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

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

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

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

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

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters

shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

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.

## **Appendix E**

Provisions Anticipated to be Included in  
Washington Department of Fish and Wildlife HPA  
&  
U.S. Forest Service ARBO II Programmatic Consultation

## **Nason Creek RM 4.7 – RM 3.3 Restoration Project**

### **Hydraulic Project Approval**

The following provisions are anticipated to be associated with the WDFW HPA:

- Grading limits and work areas will be staked or flagged in the field so that earthwork and clearing does not occur outside of the designated footprint. Excavator access into the work areas will be from existing access roads. Trees over 6" DBH will not be removed for construction access, staging, or fill removal. There will be some shrubs at that are cut to facilitate equipment access to the edge of the fill removal areas. Cut plant material will remain on site and be used as groundcover during re-vegetation. Any vegetation removed in access areas will be restored following temporary disturbance.
- Temporary erosion and sediment control consists of implementing standard erosion control best management practices (BMPs) and minimizing the input of sediment into Nason Creek. Standard BMPs for the site include the installation of silt fencing at the edge of the clearing limits for the project, vehicle fueling and maintenance performed at approved locations a distance away from the creek, covering of excavated material with straw mulch, and hydroseeding with native grass seed mix. Below is a list of typical conservation measures that follow BMPs:
  - Construction impacts will be confined to the minimum area necessary to complete the project and boundaries of clearing limits associated with site access and construction will be marked to avoid or minimize disturbance of riparian vegetation, wetlands, and other sensitive sites.
  - Complete the following before significant alteration of the project area:
    - flag the boundaries of clearing limits associated with site access and construction to prevent ground disturbance of critical riparian vegetation, wetlands, and other sensitive sites beyond the flagged boundary; and
    - ensure that a supply of sediment control materials are on site (e.g., silt fence, straw bales) and an oil-absorbing floating boom is available whenever surface water is present.
  - Project operations will cease under high-flow conditions that may inundate the project area, except for efforts to avoid or minimize resource damage.
  - Work below the ordinary high water mark (OHWM) of the Nason Creek will be completed during an approved extension to the in-water work window (August 1 through August 10).
  - Spill prevention and cleanup kits will be on site when heavy equipment is operating within 25 feet of the water.
  - All pumps used for dewatering will have screened intakes according to WDFW specifications and juvenile fish screening criteria. All sediment-laden water will be contained within a WDFW-approved or required gravel cofferdam or berm system. Floodplain areas will be isolated from Nason Creek, or will be routed or pumped to other floodplain areas, to a small settling basin, bioswale, non-stream connecting ditch or channel, uplands area, or other WDFW-approved detention or filtering system, and temporarily detained or filtered so as to allow the removal of fine sediments or other contaminants prior to being allowed to reenter Nason Creek.
  - Near the bridge abutment fill removal, temporary impoundment structures, commonly referred to as cofferdams or other suitable means of isolated the work

area, will be placed between the extents of grading and the river to keep water and fish from entering the active construction area if necessary. If cofferdams are used, the cofferdams will consist of woven polyethylene gravel bags with a polyfilm sheet wrapped around them to minimize conveyance of water between the work site and the active flow in the river.

- No mechanized equipment will enter or operate within the wetted perimeter of Nason Creek.
- All of the trees placed in the oxbow will be clean of mud, dirt, and other material that could temporarily degrade water quality in the project area. If materials are required to be cleaned on site, it will be done in such a manner that run-off does not enter wetlands or waterways.
- Clearing limits for the fill removal areas will be marked with flagging to limit disturbance to adjacent vegetated areas.
- Native vegetation disturbed during site preparation will be saved on site for site restoration.
- Earthwork (including excavation, filling, and compacting of the bridge abutment area) will be completed as quickly as possible.
- Construction equipment will be limited to the practical minimum access and construction footprint required.
- A Pollution and Erosion Control Plan will be prepared and implemented to prevent pollution caused by survey, construction, operation, and maintenance activities. The plan will be available for inspection upon request by the National Marine Fisheries Service (NMFS) and contain the following elements:
  - the name and address of the party or parties responsible for accomplishment of the Pollution and Erosion Control Plan;
  - practices to prevent erosion and sedimentation associated with access roads, construction sites, haul roads, equipment and material storage sites, fueling operations and staging areas;
  - practices to confine, remove, and dispose of excess materials, including measures for washout facilities;
  - a description of any regulated or hazardous products or materials that will be used for the project, including procedures for inventory, storage, handling, and monitoring;
  - a spill containment and control plan with notification procedures, specific cleanup and disposal instructions for different products, quick response containment and cleanup measures that will be available on the site, proposed methods for disposal of spilled materials, and employee training for spill containment; and
  - practices to prevent construction debris from dropping into any stream or water body, and to remove any material that does drop with a minimum disturbance to the streambed and water quality.
- All temporary erosion controls will be in place and appropriately installed downslope of project activity within the riparian buffer area until site rehabilitation is complete.
- A hazardous material spill kit will be located on site.
- The contractor will designate at least one employee as the Erosion and Spill Control Lead (ESCL). The ESCL will be responsible for installing and monitoring erosion control measures and maintaining spill containment and control equipment. The ESCL will also be responsible for ensuring compliance with all local, state, and federal erosion and sediment control requirements.

Moreover, the ESCL will be responsible for inspecting all temporary erosion and sediment control measures on a regular basis, as well as maintaining and repairing such measures and ensuring their continued performance.

- Dewatering may be performed to maintain drier conditions in the areas of excavation. Dewatering is not a required part of the project but will be an allowable item performed if determined necessary by the contractor. Water pumped from excavations as part of dewatering will be discharged in upland areas, a minimum of 100 feet away from wetlands or the main Nason Creek channel. Discharge areas for dewatering will be selected to encourage infiltration of the discharge into the ground and/or to sheet flow through upland vegetation which will filter sediments out of the flow.
- Turbidity (water clarity) will be measured and recorded (in NTU's) using a turbidimeter during in-water work. The turbidimeter will be calibrated once a week and samples will be taken at least twice a day. Samples will be collected 100' upstream and 300' downstream of each work area to document that any sediment released from the site does not increase stream turbidity levels.

Readings will be consistent with the following DOE water quality standards:

- During salmon rearing and migration (July 15 – July 31) turbidity shall not exceed:
  - 10 NTU over background when the background is 50 NTU or less; or
  - A 20 percent increase in turbidity when the background turbidity is more than 50 NTU.
- During salmon spawning, rearing and migration (August 1 – August 10) turbidity shall not exceed:
  - 5 NTU over background when the background is 50 NTU or less; or
  - A 10 percent increase in turbidity when the background turbidity is more than 50 NTU.

## **Nason Creek RM 4.7 – RM 3.3 Restoration Project**

### **General Conservation Measures under ARBO II Programmatic Consultation**

The following conservation measures are associated with the ARBO II Consultation process:

- **Pollution and Erosion Control Measures** – Implement the following pollution and erosion control measures:
  - Project Contact: Identify a project contact (name, phone number, an address) that will be responsible for implementing pollution and erosion control measures.
  - List and describe any hazardous material that would be used at the project site, including procedures for inventory, storage, handling, and monitoring; notification procedures; specific clean-up and disposal instructions for different products available on the site; proposed methods for disposal of spilled material; and employee training for spill containment.
  - Temporarily store any waste liquids generated at the staging areas under cover on an impervious surface, such as tarpaulins, until such time they can be properly transported to and treated at an approved facility for treatment of hazardous materials.
  - Use best management practices to confine, remove, and dispose of construction waste, including every type of debris, discharge water, concrete, cement, grout, washout facility, welding slag, petroleum product, or other hazardous materials generated, used, or stored on-site.
  - Contain and control a spill of any hazardous material generated, used or stored on-site, including notification of proper authorities. Ensure that materials for emergency erosion and hazardous materials control are onsite (*e.g.*, silt fence, straw bales, oil-absorbing floating boom whenever surface water is present).
  - Use best management practices to confine vegetation and soil disturbance to the minimum area, and minimum length of time, as necessary to complete the action, and otherwise prevent or minimize erosion associated with the action area.
  - Prevent uncured concrete or form materials from entering the active stream channel.
  - Implement steps to cease work under high flows, except for efforts to avoid or minimize resource damage.
- **Site Preparation**
  - Flag sensitive areas – Prior to construction, clearly mark critical riparian vegetation areas, wetlands, and other sensitive sites to minimize ground disturbance.
  - Staging areas – Establish staging areas for storage of vehicles, equipment, and fuels to minimize erosion into or contamination of streams and floodplains.
    - In Areas With No Topographical Restrictions – place staging area 150 feet or more from any natural water body or wetland in areas where topography does not restrict such a distance.

- In Areas With Topographical Restrictions –place staging area away from any natural water body or wetland to the greatest extent possible in areas with high topographical restriction, such as constricted valley types.
  - Temporary erosion controls – Place sediment barriers prior to construction around sites where significant levels of erosion may enter the stream directly or through road ditches. Temporary erosion controls will be in place before any significant alteration of the action site and will be removed once the site has been stabilized following construction activities.
  - Stockpile materials – Minimize clearing and grubbing activities when preparing staging, project, and or stockpile areas. Any large wood, topsoil, and native channel material displaced by construction will be stockpiled for use during site restoration. Materials used for implementation of aquatic restoration categories (*e.g.*, large wood, boulders, fencing material) may be staged within the 100-year floodplain.
  - Hazard trees – Where appropriate, include hazard tree removal (amount and type) in project design. Fell hazard trees when they pose a safety risk. If possible, fell hazard trees within riparian areas towards a stream. Keep felled trees on site when needed to meet coarse large wood objectives.
- **Heavy Equipment Use**
  - Choice of equipment – Heavy equipment will be commensurate with the project and operated in a manner that minimizes adverse effects to the environment (*e.g.*, minimally-sized, low pressure tires, minimal hard turn paths for tracked vehicles, temporary mats or plates within wet areas or sensitive soils).
  - Fueling and cleaning and inspection for petroleum products and invasive weeds:
    - All equipment used for instream work will be cleaned for petroleum accumulations, dirt, plant material (to prevent the spread of noxious weeds), and leaks repaired prior to entering the project area. Such equipment includes large machinery, stationary power equipment (*e.g.*, generators, canes), and gas-powered equipment with tanks larger than five gallons.
    - Store and fuel equipment in staging areas after daily use.
    - Inspect daily for fluid leaks before leaving the vehicle staging area for operation.
    - Thoroughly clean equipment before operation below ordinary high water or within 50 feet of any natural water body or areas that drain directly to streams or wetlands and as often as necessary during operation to remain grease free.
  - Temporary access roads – Existing roadways will be used whenever possible. Minimize the number of temporary access roads and travel paths to lessen soil disturbance and compaction and impacts to vegetation. Temporary access roads will not be built on slopes where grade, soil, or other features suggest a likelihood of excessive erosion or failure. When necessary, temporary access roads will be obliterated or revegetated. Temporary roads in wet or flooded



areas will be restored by the end of the applicable in-water work period.  
Construction of new permanent roads is not permitted.

- Work from top of bank – To the extent feasible, heavy equipment will work from the top of the bank, unless work instream would result in less damage to the aquatic ecosystem.
- Timely completion –minimize time in which heavy equipment is in stream channels, riparian areas, and wetlands. Complete earthwork (including drilling, excavation, dredging, filling and compacting) as quickly as possible. During excavation, stockpile native streambed materials above the bankfull elevation, where it cannot reenter the stream, for later use.

- **Site Restoration**

- Initiate rehabilitation – Upon project completion, rehabilitate all disturbed areas in a manner that results in similar or better than pre-work conditions through removal of project related waste, spreading of stockpiled materials (soil, large wood, trees, *etc.*) seeding, or planting with local native seed mixes or plants.
- Short-term stabilization – Measures may include the use of non-native sterile seed mix (when native seeds are not available), weed-free certified straw, jute matting, and other similar techniques. Short-term stabilization measures will be maintained until permanent erosion control measures are effective. Stabilization measures will be instigated within three days of construction completion.
- Decompact soils – Decompact soil by scarifying the soil surface of roads and paths, stream crossings, staging, and stockpile areas so that seeds and plantings can root.

- **Work Area Isolation, Surface Water Withdrawals, and Fish Capture and Release** – Isolate the construction area and remove fish from a project site for projects that include concentrated and major excavation at a single location within the stream channel. This condition will typically apply to the following aquatic restoration categories: Fish Passage Restoration; Dam, Tidegate, and Legacy Structure Removal; Channel Reconstruction/Relocation.

- Isolate capture area – Install block nets at up and downstream locations outside of the construction zone to exclude fish from entering the project area. Leave nets secured to the stream channel bed and banks until construction activities within the stream channel are complete. If block nets or traps remain in place more than one day, monitor the nets and or traps at least on a daily basis to ensure they are secured to the banks and free of organic accumulation and to minimize fish predation in the trap.
- Capture and release – Work with the Contracting Agency to ensure timely and safe removal of fish from within isolated work areas. Schedule fish removal with Contracting Agency at least five-days prior to isolation of work area(s).
- Dewater construction site –When dewatering is necessary to protect species or critical habitat, divert flow around the construction site with a coffer dam (built with non-erosive materials), taking care to not dewater downstream channels during dewatering. Pass flow and fish downstream with a by-pass culvert or a

water-proof lined diversion ditch. Diversion sandbags can be filled with material mined from the floodplain as long as such material is replaced at end of project. Small amounts of instream material can be moved to help seal and secure diversion structures. If ESA listed-fish may be present and pumps are required to dewater, the intake must have a fish screen(s) and be operated in accordance with NMFS fish screen criteria described below (in part e.iv) of this section. Dissipate flow energy at the bypass outflow to prevent damage to riparian vegetation or stream channel. If diversion allows for downstream fish passage, place diversion outlet in a location to promote safe reentry of fish into the stream channel, preferably into pool habitat with cover. Pump seepage water from the de-watered work area to a temporary storage and treatment site or into upland areas and allow water to filter through vegetation prior to reentering the stream channel.

- Surface water withdrawals
  - For the dewatering of a work site to remove or install culverts, bridge abutments *etc.*, if ESA-listed fish may be present, a fish screen that meets criteria specified by NMFS (2011e) must be used on the intake to avoid juvenile fish entrainment. If ESA-listed salmon, steelhead, eulachon, or green sturgeon may be present, the Action Agencies will ensure that the fish screen design is reviewed and approved by NMFS for consistency with NMFS (2011e) criteria if the diversion (gravity or pump) is at a rate greater than 3 cfs. NMFS approved fish screens have the following specifications: a) An automated cleaning device with a minimum effective surface area of 2.5 square feet per cfs, and a nominal maximum approach velocity of 0.4 feet per second (fps), or no automated cleaning device, a minimum effective surface area of 1 square foot per cfs, and a nominal maximum approach rate of 0.2 fps; and b) a round or square screen mesh that is no larger than 2.38 mm (0.094 inches) in the narrow dimension, or any other shape that is no larger than 1.75 mm (0.069 inches) in the narrow dimension.