PROJECT MANUAL

Town of Winthrop
SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS

Federal Aid Project No. STPR-1465(002)
WSDOT Contract No. TA5544

March 2026

SCJ ALLIANCE
ENGINEERING AND PLANNING SERVICES
25 N. Wenatchee Ave, Ste. 238
Wenatchee, Washington 98801

SCJ ALLIANCE PROJECT NO. 716.05

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March 2026

The technical material and data contained in these Project Drawings and Specifications were prepared under the supervision and direction of the undersigned whose seal as a professional engineer licensed to practice as such in the State of Washington is affixed below.

PREPARED BY:

SCJ ALLIANCE
ENGINEERING AND PLANNING SERVICES
25 N. Wenatchee Ave, Ste. 238
Wenatchee, Washington 98801

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INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town of Winthrop, Washington, up to the hour of **10:00:59 A.M.** Pacific Time on **May 13, 2026** for furnishing the necessary labor,

materials, equipment, tools, and guarantees thereof to construct the below listed project. Bids received after the time and date listed above will not be considered.

SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS

Sealed Proposals should be addressed to the following:
Town of Winthrop
206 Riverside Ave
PO Box 459
Winthrop, WA 98862

This Contract provides for the improvement of a pedestrian underpass of the Highway 20 Bridge along the Chewuch River including excavation, soil nail walls, asphalt and concrete path, fencing, riprap installation for scour protection, temporary stream diversion, segmental block wall, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Proposals are to be submitted only on the form provided with the Contract Provisions. All Proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "Town of Winthrop" and in an amount of not less than five percent (5%) of the total amount bid.

The Town of Winthrop expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder per the process outlined in the Contract Special Provisions and as it best serves the interests of the City.

This project is federally funded. All work performed on the project will be subject to state and/or federal prevailing wage rates, whichever is greater.

Plans, specifications, addenda, bidders list, questions/responses, notifications, and plan holders list for this Project are available at www.questcdn.com. Bidders may download the digital plan set for $22.00 by entering **Quest project 10154992** on the website's Project Search page. Please contact QuestCDN.com at (952)233-1632 or Info@QuestCDN.com for assistance in free membership registration. A review set will be at Town of Winthrop City Hall, 206 Riverside Ave, Winthrop, WA 98862.

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

Published Methow Valley New April 22 and April 29, 2026.

BIDDING CHECKLIST

Bidders must bid on all 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 guarantee at least five (5) percent of the total amount of the bid?
- ☐ Has the proposal been properly signed?
- ☐ Have you bid on ALL ITEMS?
- ☐ Have you certified receipt of addenda?
- ☐ Have you signed and included the Non-Collusion Declaration?
- ☐ Have you provided the Bidder Questionnaire?
- ☐ Have you completed and included the Certification of Compliance with Wage Payment Statutes?
- ☐ Have you clearly provided the project name on the outside of your sealed envelope?

INFORMATION TO BIDDERS

RECEIPT AND OPENING OF BIDS

Town of Winthrop (herein after called the Owner) invites bids on the forms attached hereto. Bids will be received by the Owner at the location and until the time indicated in the advertisement for bids. The envelopes containing the bids must be sealed and shall be clearly marked as follows:

ATTENTION: Jacob Gates
SEALED BID – DO NOT OPEN
SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS

PREPARATION OF THE PROPOSAL

Refer to Section 1-02.6 of the Standard Specifications and Special Provisions for requirements in completing the proposal. **Make sure your bid proposal is complete.**

ADDENDA AND INTERPRETATIONS

Address questions to:

Dave Allen, SCJ Alliance
Phone: (509) 886-3265
Email: dave.allen@scjalliance.com
25 N Wenatchee Avenue, Suite 238
Wenatchee, WA 98801

Provide requests for interpretations by email or hard copy. Such requests received by SCJ Alliance later than 3 working days prior to the bid opening date may not receive a response. For email inquiries, follow-up by the bidder is recommended. SCJ Alliance takes no responsibility for emails that are not received for any reason. Interpretations and supplemental instructions will be in the form of written addenda which, if issued, will be posted only on QuestCDN.com. Failure of any bidder to receive any addendum will not relieve the bidder from any obligation of the contract. All addenda issued shall become part of the contract documents. No oral statements by Owner, SCJ Alliance, or other representative of Owner shall, in any way, modify the contract documents or be binding on the Owner.

PERMITS AND LICENSES

The Contractor will be required to obtain any permits and licenses required by laws of the state and federal government necessary to perform the work under this contract, unless specifically identified otherwise in the contract documents. All costs related to the acquisition of permits and licenses shall be paid by the Contractor and shall be incidental to the bid items of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

Owner is an Equal Opportunity and Affirmative Action Employer. Owner will comply with all federal and state Equal Employment Opportunity regulations where relevant or applicable, to the end that no person shall on the grounds of race, color, creed, age, sex, or marital status, sensory, mental or physical handicap or national origin, be excluded from participation in; be deprived of the benefits of; or be otherwise subjected to discrimination.

AWARD OF CONTRACT

Award of the contract is contingent on the qualifications and experience of the bidder. The right is reserved by Owner to waive any informalities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work.

All information required of the bidder in this contract and included in the Bid Forms section must be provided with the submitted bid at the time of bid opening, with the exception of the items listed below:

1. The *Certification of Compliance with Wage Payment Statutes* form is required prior to award of the contract.

Failure to provide the information requested in the item above may be cause for rejection of the entire bid. Should the Owner notify the bidder that they are considered non-responsive due to this requirement, the bidder will have 3 working days after such notification to provide supplemental information for review showing compliance. Any such supplemental information will not be cause for modifying any portion of the contract, the price, or schedule. If the Owner's subsequent determination is non-compliance, the bidder will have 2 working days to appeal, after which the Owner may award to the next responsive bidder regardless of the content of the appeal.

The City anticipates awarding and executing the contract resulting from this Invitation to Bid on or about **May 20, 2026**, subject to confirmation of all required approvals and the determination of the lowest responsive and responsible bidder. **It is the City's intent to issue a Notice to Proceed on or about June 18, 2026** , and bidders are advised to plan their schedules and resources accordingly to facilitate prompt execution and mobilization upon award. Nothing in this provision shall be construed as a guarantee of award or commencement on the dates stated, as the City reserves the right to modify the schedule, reject any or all bids, and waive any informalities or irregularities in the bidding process.

BID PROPOSAL

Contractor Name: _____

Address: _____

for the construction of SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS and related work hereinafter referred to as the "Project".

Town of Winthrop
206 Riverside Ave
PO Box 459
Winthrop, WA 98862

We, the undersigned, having investigated the site of the Project and having examined the Invitation and Instruction to Bidders, and the Contract Documents for the construction of the Project, offer to construct, complete, and maintain the Project in conformity with said documents, and to enter into an agreement according to the form hereto attached, in consideration of the sum arrived at by the proper extension of units of work shown in the following Schedule of Prices, or such sum as may be ascertained in accordance with said documents.

We acknowledge receipt, understanding, and full consideration of the following Addenda Number(s) issued prior to the date for receipt of bids.

_____	_____	_____
(No.)	(Date)	(Initials)
_____	_____	_____
(No.)	(Date)	(Initials)
_____	_____	_____
(No.)	(Date)	(Initials)
_____	_____	_____
(No.)	(Date)	(Initials)
_____	_____	_____
(No.)	(Date)	(Initials)
_____	_____	_____
(No.)	(Date)	(Initials)

Should this be accepted, we agree to appear at the Town of Winthrop, within twenty (20), Calendar Days from the date of the Notice of Acceptance and return the signed contracts (3) and to provide the Performance Bond and Certificate of Insurance.

We agree to begin work within ONE (1) Calendar Day from the date of the Notice to Proceed, and to proceed so as to complete the project within the number of Working Days specified. Charged working days will begin when the contractor commences work but no later than ONE (1) Calendar Day after the date of the Notice to Proceed.

Unless and until the formal contract is prepared and executed, we understand that this bid, together with your Notice to Acceptance, shall constitute a binding contract between us.

Attached hereto is certified check, cashier's check, or bid bond in the amount of

_____ Dollars ($_____)

payable to the order of the City Treasure of the Town of Winthrop, this amount being five (5) percent of the total bid, based upon the approximate quantities at the above prices.

DATED this _____day of _____, 202_____,

at _____, Washington.

ADDRESS OF BIDDER
(Principal Place of Business)

_____ _____
Firm Name

_____

TELEPHONE _____
_____ Signature

FAX NO. _____
_____ Printed Name/Title

(If the bidder is a corporation, this proposal much be executed by its duly authorized officials.)

Business License No. _____

BID PROPOSAL

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	L.S.	MOBILIZATION		
2	0.50	ACRE	CLEARING AND GRUBBING		
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		
4	4	EACH	TREE REMOVAL		
5	50	C.Y.	ROADWAY EXCAVATION INCL. HAUL		
6	40	C.Y.	EMBANKMENT COMPACTION		
7	40	TON	CRUSHED SURFACING TOP COURSE		
8	120	TON	CRUSHED SURFACING BASE COURSE		
9	30	TON	COMMERCIAL HMA		
10	5	TON	HMA CL 1/2 IN PG 64H-28		
11	35	L.F.	DRAIN PIPE 8 IN. DIAM.		
12	12	L.F.	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.		
13	1	EACH	CONCRETE INLET		
14	1	EACH	CATCH BASIN TYPE 1		
15	20	LF	INFILTRATION TRENCH		
16	1	EACH	CONNECTION TO DRAINAGE STRUCTURE		
17	350	C.Y.	REUSE HEAVY LOOSE RIPRAP		
18	150	C.Y.	ROCK FOR EROSION AND SCOUR PROTECTION CLASS CHEWUCH		
19	150	C.Y.	QUARRY SPALLS		
20	780	S.F.	CONCRETE FASCIA PANEL		
21	44	EACH	SOIL NAIL - ENCAPSULATED		
22	4	EACH	SOIL NAIL VERIFICATION TEST AND SOIL NAIL PROOF TEST		
23	30	S.Y.	PREFABRICATED DRAINAGE MAT		
24	110	EACH	GROUTED VERTICAL ELEMENT		
25	1	L.S.	EROSION /WATER POLLUTION PREVENTION		
26	10	DAY	ECS LEAD		
27	180	L.F.	HIGH VISIBILITY SILT FENCE		
28	3	EACH	PSIPE PINUS PONDEROSA		
29	14	EACH	PSIPE CORNUS SERICEA		
30	12	EACH	PSIPE RIBES AUREUM		

BID PROPOSAL

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
31	14	EACH	PSIPE ROSA NUTKANA		
32	6	EACH	PSIPE SYMPHORICARPOS ALBUS		
33	16	EACH	PSIPE SALIX LASIANDRA/SALIX EXIGUA		
34	1	L.S.	TEMPORARY STREAM DIVERSION CHEWUCH RIVER		
35	0.40	ACRE	SEEDING, FERTIILIZING & MULCHING		
36	170.00	L.F.	COMPOST SOCK		
37	6.0	EACH	FLEXIBLE DELINEATORS		
38	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL		
39	1	L.S.	PEDESTRIAN TRAFFIC CONTROL		
40	1	L.S.	ROADWAY SURVEYING		
41	1	DOL.	POTHOLING AND UTILITY REPAIR		
42	1	L.S.	TRIMMING AND CLEANUP		
43	1	L.S.	SPCC PLAN		
44	15	EACH	STAIR STEPS		
45	70	S.Y.	CEMENT CONC. SIDEWALK		
46	35	S.Y.	CEMENT CONC. SIDEWALK - 6 IN. DEPTH		
47	176	L.F.	STEEL PIPE HANDRAIL		
48	74	L.F.	FALL PROTECTION METAL HANDRAIL		
49	68	L.F.	FALL PROTECTION FENCE		
50	42	L.F.	STAIR HANDRAIL		
51	60	L.F.	SPLIT RAIL FENCE		
52	860	S.F.	SHOTCRETE FACING		
53	755	S.F.	STRUCTURAL EARTH WALL		
54	210	C.Y.	GRAVEL BACKFILL FOR STRUCTURAL EARTH WALLS INCL. HAUL		
55	1	CALC.	MINOR CHANGES		
56	1	L.S.	WORK ACCESS-CHEWUCH RIVER		
57	1	L.S.	RECORD DRAWINGS		

BID TOTAL _____

Washington State
Department of Transportation

Bidder Questionnaire

Agency Name	Federal Aid Number
Prime Contractor Name	Contract Number
Contract Name	

Firm/Subcontractor Name	Address (incl. Zipcode)	DBE Status	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative _____ Title _____ Date _____

Form Instructions

The following information on each firm that submitted a bid is required as part of part of 49 CFR 26.11(c)(2):

Firm/Subcontractor Name: Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

Address: Enter the date the main address of the firm/subcontractor. Include the zip code.

DBE Status: Enter the DBE status. *Options are DBE and Non-DBE.*

NAICS Codes: Enter the appropriate NAICS Codes for the work the bid was submitted.

Scope of Work: Enter the scope of the work the bid was submitted for.

Firm Age: Enter the age of the Firm.

Firm Gross Receipts: Enter the annual gross receipts. *Options are "Less than $1 million", "$1-$3 million", "$3-$6 million", "$6-$10 million", "$10-$20 million ", "$20-$30.72 million ", "Greater than $30.72 million ".*

Washington State
Department of Transportation

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

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

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

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____ _____
Signature of authorized person | Print Name of person making certifications for firm

Title: _____ **Place:** _____
Title of person signing certificate | Print city and state where signed

Date: _____

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

SR

DOT Form 272-036I EF
07/2011

BID BOND

Know all men by these presents, that we _____ as Principal and _____ as Surety, are held and firmly bound unto the Town of Winthrop, Washington, as obligee in the penal sum of _____ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for _____, according to the terms of the proposal or bid made by the principal therefore, and the principal shall duly make and enter into a contract with the obligee in accordance with the terms of said proposal or bid award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this _____ day of _____, 20_____.

Principal _____

Surety _____

Return of deposit in the amount of $_____

Date: _____

By: _____

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 202__, between the Town of Winthrop, a municipal Corporation of the State of Washington, and _____

_____

Hereinafter called the Contractor; WITNESSESTH:

That in consideration of the payments, covenants, and agreements hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. The contractor shall do all work and furnish all tools, materials, and equipment for the SR 20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS PROJECT, for the unit prices and lump sums set forth in the attached bid proposal, in accordance with and as described in the attached plans and specifications and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

   The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences, and things of every description that may be requisite for the transfer of materials and for construction and completing the work provided for in this contract and every part thereof, except such as mentioned in the specifications to be furnished by the Town of Winthrop.

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

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

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

5. In the event dispute between the parties regarding the interpretation or enforcement of this contract, the prevailing party shall be entitled to their reasonable attorney fees and costs

incurred in any legal proceedings, including arbitration and appeal. Venue for any action shall be Okanogan County, Washington.

IN WITNESS WHEREOF the said parties and each of them have caused these presents to be duly executed by its proper officers an in the proper person or persons, the day and year first above written.

ATTEST:

TOWN OF WINTHROP
A Municipal Corporation

_____
Town Clerk

_____
Mayor

_____
Contractor

By_____

_____
Printed Name / Title

Bond Number_____

PERFORMANCE AND PAYMENT BOND

Know all men by these presents: That whereas the Town of Winthrop, Washington 98850 has awarded to

_____

(Contractor)

hereinafter designated as the "Principal" a contract for the construction of the project designated SR 20 Chewuch Bridge Pedestrian Underpass, Winthrop, Washington, all as hereto attached and made a part hereof and whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal and _____

_____

(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authored to do business in the State of Washington, as surety, are held and firmly bound unto the Town of Winthrop, Washington, in the sum of:

_____Dollars ($_____)

Total Amount of Contract Sum

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal , his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or part and shall indemnify and save harmless the Town of Winthrop, Washington, their officers, agents, and duly authorized representatives from any claim for such payment, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and four (4) counterparts thereof to be signed and sealed by their duly authorized officers this _____day of _____, 202__.

_____
Principal

TWO WITNESSES:

_____ By _____

_____Title _____

ATTEST: (if Corporation)

Corporate Seal

By _____
Title

_____
Surety

By _____

Its _____

Address of local office and agent of Surety Company is:

_____

_____ APPROVED AS TO FORM:

_____ _____
TOWN ATTORNEY

CERTIFICATE OF INSURANCE

PROTECTIVE, COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTOMOTIVE LIABILITY

Provide Acord Form 25 (sample below) indicating coverages as required in *1-07.18 of the Standard Specifications and Special Provisions* are met as a minimum:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TAX IDENTIFICATION NUMBER

You may also use the online form available at the IRS website. Print and submit to the Owner.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

FINAL CONTRACT VOUCHER

Town of Winthrop (Owner)
Department of Public Works

Final Contract
Voucher Certificate

Contractor			
Street Address			
City	State	Zip	Date
Project Number	Federal-Aid Project Number		Highway Number
Job Description (Title)			
Date Work Physically Completed	Final Amount **$**		

Contractor's Certification

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

_____
Contractor Authorized Signature Required

_____
Type Signature Name

Subscribed and sworn to before me this_____day of_____20

X_____

Notary Public in and for the State of Washington, residing at

Town of Winthrop

The Owner hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X_____ _____
Mayor/or Designee Date of Acceptance

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 8, 2024 APWA GSP, Option B)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013) for WSDOT GSPs, only use date

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

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- City of Entiat Standard Plan Guidebook, Rev. 10-16-08
- City of Entiat Municipal Code

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 *** pedestrian underpass of the Highway 20 Bridge over the Chewuch Creek including a excavation, soil nail walls, asphalt and concrete path, fencing, riprap installation for scour protection, temporary stream diversion, segmental block wall*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Bid Procedures and Conditions

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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
(February 17, 2026 APWA GSP Option B)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

Examination of Plans, Specifications and Site of Work

Section 1-02.4, is supplemented with the following:

(*****)

Pre-Bid Meeting

The Contracting Agency will hold one (1) pre-bid meeting open to all plan holders.

The Town of Winthrop will conduct a pre-bid meeting on Wednesday April 29 at 10:00am at Town Hall, 206 Riverside Ave. The meeting is expected to last approximately two (2) hours and include a visit to the project site. Plan holders shall give notice of the intent to attend the pre-bid meeting to Dave Allen by email at dave.allen@scjalliance.com.

Attendance is not mandatory but strongly encouraged to review technical elements of the project and see constraints of the project site.

1-02.4(1) General
(December 30, 2022 APWA GSP Option B)

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

> Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms
(February 17, 2026 APWA GSP)

Delete this section and replace it with the following:

> The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.
>
> The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

Preparation of Proposal

Section 1-02.6 is supplemented with the following:

> ***(November 4, 2025)***
> ***Bidder Questionnaire***
> The Bidder shall submit with their Bid a Bidder Questionnaire form (WSDOT Form #272-022). This shall be filled out for each firm who submitted a bid or quote in attempt to participate in the project whether they were successful or not and include the following information:
>
> 1. Firm name;
> 2. Firm address including ZIP code;
> 3. Firm's status as a DBE or non-DBE;
> 4. NAICS code applicable to each scope of work the firm sought to perform in its bid;

5. Age of the firm; and

6. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than $1 million; $1-3 million; $3-6 million; $6-10 million; $10-20 million; $20-30.72 million; or greater than $30.72 million) rather than requesting an exact figure from the firm.

This form shall be received at the same location and no later than the time required for the delivery of the Proposal. Failure to comply with this requirement will cause this Bid to be considered irregular in accordance with Section 1-02.13.

The Contractor may correct errors to items 2 through 6 above on the Bidder Questionnaire form for a period up to 48 hours after bid opening. Bidder Questionnaire forms that are still incorrect after the correction period will be determined irregular. New Firm/Subcontractors may not be added to the form during the correction period. A Bidder Questionnaire form that fails to list a Firm/Subcontractor that appears on a different form will be considered irregular in accordance with Section 1-02.13.

Item number 3 in the second paragraph of Section 1-02.6 is supplemented with the following:

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

1-02.7 Bid Deposit
(February 17, 2026 APWA GSP)

Revise the third sentence of the first paragraph to read:

For projects that are selected by the Contracting Agency to be Bid electronically, the proposal bond may be in either a physical format, or an electronic format via ***not allowed***.

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder’s officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety’s officer empowered to sign the bond and the power of attorney.

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

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

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

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

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(February 17, 2026 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical or an electronic bid, if allowed under 1-02.9, Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Requests to withdraw, revise, or supplement a Bid Proposal may be submitted by the following methods:

1. In person

1-02.13 Irregular Proposals

(November 21, 2025 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
   c. A price per unit cannot be determined from the Bid Proposal;
   d. The Proposal form is not properly executed;
   e. The Bidder fails to submit or properly complete a subcontractor list as required in Section 1-02.6;
   f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
   g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
   d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
   e. Receipt of Addenda is not acknowledged;
   f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   g. If Proposal form entries are not made in ink.

Item 1 of Section 1-02.13 is supplemented with the following:

(January 13, 2025)

n. The Bidder fails to submit the Bidder Questionnaire (WSDOT Form 272-022), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

Award and Execution of Contract

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

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

Within *** 20 *** calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within the calendar days after the Award date stated above, the Contracting Agency may grant up to a maximum of *** 20 *** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or

b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

Scope of the Work

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

(January 19, 2022 APWA GSP)

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

Control of Work

Authority of the Engineer

Requests for Information (RFI)

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

(November 4, 2024)
The Contractor may submit a RFI for one of the following reasons:

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

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

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

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

Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(January 13, 2021)
Contractor Surveying - Roadway
The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans “DO NOT DISTURB” shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record

shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals,

guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

	Vertical	Horizontal
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.4 Conformity With and Deviations from Plans and Stakes

(April 22, 2025 APWA GSP, Option D)

Supplement this section with the following:

Contractor Surveying – ADA Features

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

ADA Feature Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature Measurements

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224-020LP).

The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

Payment

Payment will be made for the following bid item that is included in the Proposal:

"ADA Feature Surveying", lump sum.

The lump sum Contract price for "ADA Feature Surveying" shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

Removal of Defective and Unauthorized Work

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

(*****)

Nonconforming Work

The Contracting Agency will not pay for Nonconforming Work.

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

- Work that does not conform to Contract requirements
- Work that does not meet Contract requirements
- Work done beyond the lines and grades set by the Plans or the Engineer
- Extra Work and materials furnished without the Engineer's written approval
- Defective Work
- Noncompliant Work
- Nonconforming Work
- Out of specification Work
- Rejected Work
- Unacceptable Work
- Unauthorized Work
- Unsuitable Work
- Unsatisfactory Work

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. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

Identification of Nonconforming Work

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work

Reporting of Nonconforming Work

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming 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.

Remediation of Nonconforming Work

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

Remediation shall be classified in one of the following categories:

1. Rework to Contract requirements

2. Remove and replace

3. Repair to acceptable standards

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

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

Rework to Contract Requirements

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

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

1. The remediation shall be completed in the same shift as the Nonconforming Work was identified.

2. It shall be remedied without damaging other Work.

3. It shall be remedied without putting the public at risk.

4. The Contractor's proposed remedy is in accordance with the Contract requirements.

5. The Engineer does not request the Nonconforming Work be reported.

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

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

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

Remove and Replace

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

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

1. The remedy shall be completed in the same shift the Nonconforming Work was identified.

2. It shall be removed and replaced without damaging other Work.

3. Both the removal and the replacement meet all Contract requirements.

4. The Engineer does not request the Nonconforming Work be reported.

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

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

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

Delete the sixth and seventh paragraphs of this section.

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:

1-05.18 Record Drawings
(March 8, 2013 APWA GSP)

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

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

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

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

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

markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

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

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

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

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

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

Payment will be made for the following bid item:

Record Drawings (Minimum Bid ***$1,000***)	Lump Sum

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump

sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

Control of Material

Section 1-06 is supplemented with the following:

Buy America Requirements

(October 1, 2025)

General Requirements

In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR 184, the following materials must be produced in the United States:

1. All Iron or Steel Products used in the project. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All Manufactured Products used in the project. This means the manufactured product was manufactured (final assembly) in the United States.

3. All Construction Materials used in the project. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of four categories: 1) Iron or Steel Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only a single category will apply to an item except as follows:

1. With respect to precast concrete products that are classified as Manufactured Products, the components of precast concrete products that consist wholly or predominantly of iron, steel, or combination of both shall meet the requirements for and be tracked as an Iron or Steel Product. The item shall also meet the requirements for and be tracked as a Manufactured Product.

2. With respect to intelligent transportation systems and other electronic hardware systems that are classified as Manufactured Products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron, steel, or a combination of both, shall meet the requirements for and be tracked as an Iron or Steel Products. The item shall also meet the requirements for and be tracked as a Manufactured Product.

Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a Construction Material, a Manufactured Product, an Iron or Steel Product, or an excluded material based on their composition when they arrive at the staging area or work site.

Definitions

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:

    a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;

    b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);

    c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);

    d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);

    e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw;

    f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;

    g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or

    h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

    If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:

    a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.

    b. Temporary materials that are not being permanently incorporated into the project.

c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, and are not an Iron or Steel Product or a Construction Material, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.

4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

   If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

   If a Manufactured Material is not manufactured in the United States, it shall be considered a Foreign Manufactured Product.

5. United States: To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the United States, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:

    a. Open hearth furnace.

    b. Basic oxygen.

    c. Electric furnace.

    d. Direct reduction.

2. Rolling, heat treating, and any other similar processing.

3. Fabrication of the products:

    a. Spinning wire into cable or strand.

    b. Corrugating and rolling into culverts.

    c. Shop fabrication.

A certification of materials origin will be required for all iron or steel products prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products and Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all Manufactured Products and all Construction Materials installed during the current progress estimate period meet the Buy America requirements. The certification shall be on WSDOT Form 350-108 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-108.

Iron or Steel Products in a Manufactured Prodcut

In addition to providing the certification of materials origin for the Manufactured Product, the iron or steel products in a manufactured product are subject to the Buy America requirements as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the "Iron or Steel Requirements" of this Specification.

2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the "Iron or Steel Requirements" of this Specification.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials and Foreign Manufactured Products may be utilized in this project, provided that the total cost of the Foreign Construction Materials and Foreign Manufactured Products does not exceed $1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{Total\ cost\ of\ Foreign\ Construction\ Materials + Total\ cost\ of\ Foreign\ Manufactured\ Products}{Total\ applicable\ material\ costs} < 0.05$$

The total applicable material costs shall be the sum of the costs of all Construction Materials, all Iron or Steel Products, and all Manufactured Products. Total applicable material costs does not include Excluded Materials.

1-06.2(2)B Financial Incentive

(January 4, 2024 AWPA GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(March 9, 2026)

Unmanned Aircraft Systems (UAS)

The procurement and/or use of any drone (UAS) on this Contract shall comply with the following directives:

- National Defense Authorization Act (NDAA) – American Security Drone Act of 2023 (ASDA, Pub. L. No. 118-31).

- Office of Management and Budget Memorandum M-26-02 – Restrictions on using federal funds to purchase or operate prohibited foreign UAS.

Contractors, subcontractors, and lower-tier subcontractors shall not procure, operate, maintain, or process data from prohibited UAS manufactured or assembled by "covered foreign entities" as defined in the Federal Acquisition Security Council (FASC) in the performance of this Contract.

Health and Safety

Section 1-07.1(2) is supplemented with the following:

(April 3, 2006)
Confined Space
Confined spaces are known to exist at the following locations:

*** Catch Basins***

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor's Confined Space program shall be sent to the Contracting Agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

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).

Environmental Regulations

State Department of Fish And Wildlife

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

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:

(April 2, 2018)
The Contractor may begin Work below the Ordinary High Water Line on *** July 1st *** and must complete all the Work by *** July 31st ***.

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

U.S. Fish and Wildlife Service and National Marine Fisheries Service

Section 1-07.5(6) is supplemented with the following:

(April 2, 2018)
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Fish/Wildlife Services and the National Marine Fisheries Service. Throughout the work, the Contractor shall comply with the following requirements:

(April 2, 2018)
The Contractor shall place temporary storage piles of erosive materials outside the 100-year floodplain during the rainy season (October 1 through June 1). Material that will be used within 12 hours of deposition is exempt from this requirement. The Contractor shall employ best management practices to prevent sediment delivery to waterbodies, wetlands, or conveyances that drain to such features.

(April 2, 2018)
The Contractor shall provide concrete truck chute cleanout areas to contain fresh concrete and wash water. The Contractor shall dispose of the waste material at a facility permitted to take such waste.

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

Permits and Licenses

Section 1-07.6 is supplemented with the following:

(January 2, 2018)
The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

***

Name of Document	Permitting Agency	Permit Reference No.
Shoreline Substantial Development Permit	Town of Winthrop	SSDP 19-3
Floodplain Development Permit	Town of Winthrop	Win FDP 19-1
Hydraulic Project Approval	Washington Department of Fish & Wildlife	2024-2-19+02

***

High-Visibility Apparel

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

(November 4, 2024)
High-visibility garments shall always be the outermost garments worn in a manner to ensure 360 degrees of uninterrupted background and retroreflective material encircling the torso.

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

Traffic Control Personnel

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

(November 4, 2024)
All personnel performing the Work described in Section 1-10 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and

2. During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

Wages

General

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

(January 6, 2026)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20260001.

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

1-07.9(5)A Required Documents

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly to the Contracting Agency with a legally valid signature.

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(May 5, 2025)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity

In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be included in this Contract. Nothing in this contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

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

Timetable	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:
SMSA Counties:
Spokane, WA 2.8
WA Spokane.
Non-SMSA Counties 3.0
WA Adams; WA 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 timetables 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 goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to be included in this Contract. Nothing in this Contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

<u>Standard Federal Equal Employment Opportunity Construction Contract Specifications</u>

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 (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.)

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 efforts 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 actions. 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, sexual orientation, gender identity, 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).

    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 Equity and Civil Rights
    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

Federal Small Business Enterprise Participation
(November 14, 2025, APWA GSP Option D)

1-07.11 is supplemented with the following:

The Federal Small Business Enterprise (FSBE) Program is an element of the Disadvantaged Business Enterprise (DBE) in accordance with the requirements of 49 CFR Part 26.39. Failure to comply with the requirements of this Specification may result in sanctions as provided by the Contract.

FSBE Abbreviations and Definitions

Broker – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or persons/companies who arrange or expedite transactions.

Certified Business Description – Specific descriptions of work the FSBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page.

Certified Firm Directory – A database of all Disadvantaged Business Enterprises, including those identified as a FSBE, currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from FSBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

Firms certified by OMWBE as SBE, DBE can be used to fulfill the FSBE mandatory goal on a project.

Commercially Useful Function (CUF) – 49 CFR 26.55(c)(1) defines commercially useful function as: “A FSBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a commercially useful function, the FSBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a FSBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is performing and the DBE credit claimed for its performance of the work, and other relevant factors.”

FSBE – A firm certified by OMWBE as meeting Federal requirements of a small business enterprise. All firms on the OMWBE Certified Firm Directory with the designation of SBE or DBE are FSBEs.

Good Faith Efforts – Efforts to achieve the FSBE Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Manufacturer (FSBE) – A FSBE 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 FSBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

Reasonable Fee (FSBE) – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

Regular Dealer (FSBE) – A FSBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the FSBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other people who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

FSBE Goal

The Contracting Agency has established an FSBE Goal for this Contract in the amount of: *** $$twelve percent (12%)$$ ***

Crediting FSBE Participation

All FSBE subcontractors shall be certified before the subcontract on which they are participating is executed.

FSBE participation is only credited upon payment to the FSBE.

The following are some definitions of what may be counted as FSBE participation.

FSBE Prime Contractor

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 FSBE Prime Contractor performs with its own forces and is certified to perform.

FSBE Subcontractor

Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the FSBE performs with its own forces and is certified to perform. The value of work performed by the FSBE includes the cost of supplies and materials purchased by the FSBE and equipment leased by the FSBE, for its work on the contract. Supplies, materials or equipment obtained by the FSBE that are not utilized or incorporated in the contract work by the FSBE will not be eligible for FSBE credit.

The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate, including any Contractor's resources available to FSBE subcontractors at no cost, shall not be credited.

FSBE credit will not be given in instances where the equipment lease includes the operator. The FSBE is expected to operate the equipment used in the performance of its work under the contract with its own forces. Situations where

equipment is leased and used by the FSBE, but payment is deducted from the Contractor's payment to the FSBE is not allowed.

When the subcontractor is an FSBE, the following apply:

1. If a FSBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the FSBE Goal only if the lower-tier subcontractor is also a FSBE.

2. Work subcontracted to a non-FSBE does not count towards the FSBE Goal nor FSBE participation.

FSBE Subcontract and Lower Tier Subcontract Documents
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the FSBE.

FSBE Service Provider
The value of fees or commissions charged by a FSBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as FSBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

Temporary Traffic Control
If the FSBE firm is being utilized in the capacity of only "Flagging", the FSBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the FSBE. The FSBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

If the FSBE firm is being utilized in the capacity of "Traffic Control Services", the FSBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

Trucking
FSBE trucking firm participation may only be credited as FSBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the FSBE's work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials to determine FSBE credit for hauling

The FSBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The truck must be of the type that is necessary to perform the hauling duties required under the contract. The FSBE receives credit 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.

The FSBE may lease additional trucks from another FSBE firm. The FSBE who leases additional trucks from another FSBE firm receives credit for the value of the transportation services the lessee FSBE provides on the Contract.

The trucking Work subcontracted to any non-FSBE trucking firm will not receive credit for Work done on the project.

The FSBE may lease trucks from a truck leasing company (recognized truck rental center) but can only receive credit towards FSBE participation if the FSBE uses its own employees as drivers.

FSBE Manufacturer and FSBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a FSBE manufacturer can count as FSBE participation. If the manufacturer is an FSBE, participation may count towards the FSBE Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a FSBE Regular Dealer may be credited as FSBE Participation. If the role of the FSBE Regular Dealer is determined to be that of a Broker, then FSBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis. If the regular dealer is a FSBE, participation may count towards the FSBE Goal.

FSBE firms proposed to be used as a Regular Dealer must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of FSBE Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form and receive approval prior to providing any equipment or materials or the signing of a purchase order, invoice, or subcontract.

Purchase of materials or supplies from a FSBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, can count as FSBE participation provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the FSBE. The cost of the materials and supplies themselves cannot be counted toward as FSBE participation.

Good Faith Effort Documentation

GFE is evaluated at Physical Completion when determining whether the Contractor has satisfied its FSBE Goal.

The Contracting Agency will measure GFE using the guidance in 49 CFR Part 26, Appendix A. The following is a list of the types of actions which may be considered as part of the Contractor's GFE to achieve FSBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of effort may be relevant in appropriate cases.

1. Solicited through all reasonable and available means the interest of all certified FSBEs who had the capability to perform the Work of the Contract. The Contractor must have solicited this interest within sufficient time to allow the FSBEs to respond to the solicitation. The Contractor must have determined with certainty that the FSBEs were interested in taking appropriate steps to follow up initial solicitations with potential FSBEs.

2. Selected portions of the Work to be performed by FSBEs to increase the likelihood that the FSBE Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate FSBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.

3. Provided interested FSBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

    a. Negotiated in good faith with interested FSBEs. It is the Contractor's responsibility to make a portion of the Work available to FSBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available FSBE subcontractors and suppliers, to facilitate FSBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of FSBEs that were contacted; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for FSBEs to perform the Work.

    b. A Contractor using good business judgment would consider a number of factors in negotiating with FSBE subcontractors, including taking the firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using FSBEs is not considered a sufficient reason for a Bidder's failure to meet the FSBE Goal, if such costs are reasonable. Also, the ability or desire of a Contractor to perform the Work of a Contract with its own organization does not relieve the Contractor of the responsibility to make Good Faith Efforts. Contractors are not, however, required to accept higher quotes from FSBEs if the price difference was excessive or unreasonable.

4. Not rejecting FSBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the FSBE Goal.

5. Made efforts to assist interested FSBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

6. Made efforts to assist interested FSBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively used the services of available FSBE community organizations; FSBE contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of FSBEs.

8. Documentation of GFE must include copies of each FSBE and non-FSBE subcontractor quotes submitted to the Bidder when a non-FSBE subcontractor is selected over a FSBE for Work on the Contract.

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a FSBE that is determined to be performing a CUF. Payment must be commensurate with the work performed by the FSBE. This applies to all FSBEs performing Work on a project, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether FSBEs are performing a CUF. A FSBE performs a CUF when it is carrying out its responsibilities of its contract by performing, managing, and supervising the Work involved. The FSBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a FSBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF, and the cost of materials cannot be counted toward FSBE Goal. Leasing equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a FSBE may not be credited as countable participation.

The FSBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed to obtain the appearance of FSBE participation.

For a FSBE traffic control company to be performing a CUF, the FSBE must be in control of its work inclusive of supervision. The FSBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The following are some of the factors that the Engineer will use in determining whether an FSBE trucking company is performing a CUF:

- The FSBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible for on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The FSBE shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the FSBE must be exclusively employed by the FSBE and reflected on the FSBE's payroll.

- Lease agreements for trucks shall indicate that the FSBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the FSBE, and the lease provides the FSBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the FSBE.

Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each FSBE trucking firm shall submit supplemental information consisting of a completed Primary DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077) and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted in an electronic format to the Engineer prior to any trucking services being performed for FSBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary Truck Unit Listing Log and any Updated Primary Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as FSBE participation.

Each FSBE trucking firm shall complete a Daily Truck Unit Listing Log for each day that the FSBE performs trucking services for FSBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses:

*** dave.allen@scjalliance.com
NCRegionOEO@wsdot.wa.gov
jacob@townofwinthrop.com***

Joint Checking

A joint check is a check between a subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the subcontractor and the material supplier jointly for items to be incorporated into the project. The FSBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement must be approved by the Engineer and requested by the FSBE involved using the DBE Joint Check Request Form (WSDOT Form #272-053) prior to its use. The form must accompany the FSBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive FSBE credit for performing a CUF with respect to obtaining materials and supplies, a FSBE must “be responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself.” The Contractor shall submit DBE Joint Check Request Form for the Engineer approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier are not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the FSBE involved, no FSBE credit will be given for the FSBE's participation as it relates to the material cost.

Prompt Payment
Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt payment requirements apply to progress payments as well as return of retainage.

Subcontracts
When FSBE is performing Work on the Contract, a copy of the executed subcontract between the Contractor and the FSBE subcontractor shall be submitted to WSDOT OECR. The executed subcontracts are submitted through the Diversity Management and Compliance System (DMCS) by uploading to the project documents tab.

Reporting
The Contractor and all subcontractors/suppliers/service providers that utilize FSBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify FSBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

Decertification
When a FSBE is "decertified" from the FSBE program during the Contract, the participation of that FSBE shall continue to count as FSBE participation if the subcontract with the FSBE was executed prior to the decertification notice. The Contractor cannot receive credit if a FSBE is decertified prior to having an executed subcontract agreement in place.

Payment
Compensation for all costs involved with complying with the conditions of this Specification and any other associated FSBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

Regulatory Authorities

Nondiscrimination Authorities

Section 1-07.11(1)C is revised to read:

(March 9, 2026)
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statues and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), and its implementing regulations and case law, prohibit discrimination on the basis of race, color, or national origin. 49 C.F.R. 21.5(b)(2) prohibits a recipient of federal funds from utilizing "criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin." This includes taking reasonable steps to provide limited English proficiency (LEP) persons meaningful access to all programs, activities and services, where necessary to avoid discrimination on the basis of national origin.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), as amended, (prohibits discrimination on the basis of sex).

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27.

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age of Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition and terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color national origin, and sex).

10. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(October 3, 2023)
Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto 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, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments 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 Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

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

***

Okanogan County Electrical Coop
PO Box 69
93 W Chewuch Rd
Winthrop, WA 98862
(509)996.2228

Century Link
PO Box 550
Connell, WA 99326
(509)235-3375

Town of Winthrop
206 Riverside Ave
Winthrop, WA 98862
Attn: Jacob Gates (509)996-2320
***

1-07.17(1) Utility Construction, Removal, or Relocation by the Contractor

Supplement this section with the following:

(*****)
Potholing and Utility Repair is included as a bid item for use in repair of unknown and unmarked utilities such as private irrigation lines. In no way shall the work described under Utility Construction, Removal or Relocation by Contractor relieve the Contractor of any of the responsibilities described in Section 1-07.17 of the Standard Specifications and Special Provisions, and elsewhere in the Contract Documents.

In the event that private irrigation lines or water service lines are damaged, the contractor shall repair lines immediately and have on site materials typically needed for these repairs.

Payment for “Potholing and Utility Repair”, will be by Force Account, as provide in Section 1-09.6.

The payment for potholing and utility repair shall be full compensation for all costs to perform the work.

For the purposes of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become part of the total bid by the Contractor.

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

(February 17, 2026 APWA GSP)

1-07.18(1) General Requirements

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

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

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-

made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

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

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

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

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

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

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

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- *** Washington State Department of Transportation***

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

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

4. A notation of coverage enhancements on the Certificate of Insurance shall <u>not</u> satisfy these requirements – actual endorsements must be submitted.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

Public Convenience and Safety

Construction Under Traffic

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

(November 4, 2024)

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

*** Shoulder Closures (All Roads) – No restrictions

Lane Closures (SR 20):

Sunday – Not permitted
Monday – 7 am to 7 pm only
Tuesday – 7 am to 7 pm only
Wednesday – 7 am to 7 pm only
Thursday – 7 am to 7 pm only
Friday – 7 am to 7 pm only, see 1-08.5 for further restrictions.
Saturday – Not permitted***

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

3. After *** 12 pm *** on the day prior to a holiday or holiday weekend, and

4. Before *** 12 pm *** on the day after the holiday or holiday weekend.

5. Lane closures will not be allowed after 2:00 pm on the Fridays of 49er Days (May 8, 2026) and of the Rhythm and Blues Festival (July17, 2026).

   It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than *** 15 *** minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

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

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.

2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made as described below.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

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 21, 2025 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 review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and
7. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

1-08.0(2) Hours of Work

(February 17, 2026 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between ***8:00AM***. and ***5:00PM***. ***Monday*** through ***Friday***, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state

what hours are being requested, and why. Requests shall be submitted for review no later than ***Three (3) days*** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. 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. (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 or third party consultants when, in the opinion of the Engineer, such Work necessitates their presence.)
2. Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. 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.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.

If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

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

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

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

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress

payment until every subcontractor and lower tier subcontractor's retainage has been released.

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.

Payments to Subcontractors and Lower-Tier Subcontractors

Payment Reporting

Section 1-08.1(7)A is revised to read:

(March 9, 2026)
The Contractor shall report the actual amounts paid to all firms that were used as subcontractors of any tier, materials suppliers, manufacturers, regular dealers, or service providers on the Contract including all Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firms. The following do not need reported: (1) retail sales or services that are paid for at the time of purchase; (2) payments to materials suppliers or manufacturers that are in normal course of business unless it is to a Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firm in accordance with Section 1-07.11. The Contractor shall report this information by entering it into the Contracting Agency's Diversity Management and Compliance System at: https://wsdot.diversitycompliance.com. Payments shall be reported no later than the 20th of the month for all payments made to firms the previous calendar month. For example, the Contractor shall enter all payments made to firms during the month of March into DMCS by April 20th. Payments shall be reported between execution of the Contract and the Contract Completion Date. When no Work occurred or no payments were made for a firm, the reported payment shall be zero.

The Contractor shall require all recipients of such payments to use DMCS to acknowledge their receipt of payment.

1-08.1(9) Submittal of Executed Subcontracts

(April 22, 2025 APWA GSP, Option B)

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

Vacant

1-08.3(2)A Type A Progress Schedule
(February 17, 2026 APWA GSP)

Revise this section to read:

The Contractor shall submit ***2*** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format is used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and accept or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(*****)

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

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with1-10.3. Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(February 17, 2026 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working

days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

Section 1-08.5 is supplemented with the following:

(March 13, 1995)
This project shall be physically completed within *** 60 *** working days.

(*****)
No work will be allowed on the roadway on any Friday between the Friday prior to Memorial Day and Labor Day, unless otherwise approved by the Engineer. Fridays not worked between these dates will be considered non-working days.

1-08.9 Liquidated Damages

(February 17, 2026 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** $1,300 *** for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

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

Measurement and Payment

Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(1) General Requirements for Weighing Equipment

(July 8, 2024.Option C)

Revise the sixth and seventh paragraph to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
    a. Net weight in the case of batch and hopper scales.
    b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).
    c. Approximate load out weight in the case of belt conveyor scales.

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

1-09.2(5) Measurement

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account

(December 30, 2022 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 the Engineer.

1-09.9 Payments

(February 17, 2026 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

The sixth paragraph of Section 1-09.9 is deleted.

Retainage

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

(June 27, 2011)
Vacant

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read*:*

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

1-09.13(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

Temporary Traffic Control

General

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

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

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022

Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
https://atssa.com/training

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

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

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

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

Trafficorp
5077 N Bldg Center Drive
Coeur d'Alene, ID 83815
(208) 665-4683
https://trafficorp.com/contact-us/

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

Measurement

Reinstating Unit Items With Lump Sum Traffic Control

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

(March 20, 2025)

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

Payment

Lump Sum Bid for Project (No Unit Items)

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

(November 4, 2024)

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

Division 2
Earthwork

Clearing, Grubbing, and Roadside Cleanup

Description

(******)
This section is supplemented with the following:

The Work includes Tree Removal. Tree Removal means clearing individual trees identified in the Plans and grubbing of said tree, as necessary.

Construction Requirements

(******)
This section is supplemented with the following:

The limits of clearing and grubbing shall be staked and flagged by the Contractor for approval by the Engineer prior to commencing clearing and grubbing work.

Leftover stumps shall be removed or ground to a minimum 18” below final grade.

Measurement

(******)
This section is supplemented with the following:

Tree Removal will be measured per each.

Payment

(******)
This section is supplemented with the following:

Payment will be made for the following Bid items when included in the Proposal:

“Tree Removal”, per each.

For items listed above, the unit Contract price per each shall be full compensation for all costs incurred for all material, labor, tools, equipment, disposal, and incidentals required.

Removal of Structures and Obstructions

Construction Requirements

Section 2-02.3 is supplemented with the following:

(September 7, 2021)

Removal of Obstructions

The following miscellaneous Obstructions shall be removed and disposed of:

*** Asphalt Pavement, Railroad Tie Wall, Concrete Barrier Terminal, Storm Pipe, signs as shown in the Plans***

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

(******)

Item 1 in Section 2-02.3(3) is revised to read:

1. Haul broken-up pieces to some off-project site.

(******)

Section 2-02.3(3) is supplemented with the following:

The Contractor shall use a saw cut to delineate the curb, gutter, and sidewalk to be removed from curb, gutter, and sidewalk to remain. All saw cuts shall be continuous full-depth, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed unless specifically approved in writing from the Engineer. The location of all pavement cuts shall be where shown in the Contract Plans or as directed by the Engineer.

Saw cut lines in the existing Roadway section will be perpendicular or parallel to the Traveled Way unless otherwise directed by the Engineer, or shown in the Plans. All transitions to existing asphalt, except planing butt joints, or cement concrete Roadways or driveways, curb and gutter, extruded curb, and walkways shall be vertically saw cut straight, with uniform edges.

The Contractor shall take care to avoid damaging adjacent curb, gutter, and sidewalk to remain. Any damage caused to the curb, gutter, and sidewalk to remain, as a result of the Contractor's operations, shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

The Contractor shall be responsible for ensuring that special precautions are undertaken so that in accordance with Department of Ecology guidelines no concrete (asphalt or cement) or concrete by-products are discharged into any storm drain or surface water. Cutting operations will increase the pH of water, therefore filtering is not acceptable.

Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or greater). All wastewater shall be collected using vacuuming and/or pumped into containers for disposal. Disposal may be to soil or other porous surface away from storm drains.

Impervious surfaces contaminated from cutting operations shall be cleaned by sweepers to prevent contaminants from entering storm systems.

Collecting and disposal of waste water shall be considered incidental to and included in the various bid items involved with the operation.

Cost associated with saw cutting is incidental to the project.

Roadway Excavation and Embankment

Construction Requirements

Embankment Construction

Compacting Earth Embankments

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

(March 13, 1995)
All embankments, except waste embankments, shall be compacted using Method A.

Measurement

Section 2-03.4 is supplemented with the following:

(September 3, 2024)
Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Electronic Design Files will be available by request for the Bidder's inspection before the opening of Bids.

Division 5
Surface Treatments and Pavements

5-04 Hot Mix Asphalt

(December 12, 2025 APWA GSP)

Delete Section 5-04 and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design - Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer. * (see below)
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date. * (see below)

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for ***$$1$$*** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if required, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

* At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

    a. A mechanical sampling device attached to the HMA plant.

    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture

installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to placement by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.

2. Shall not be connected to the hauling vehicle or paver.

3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.

2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer. PG grade asphalt or non-tracking tack formulas may be used upon approval of the Engineer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the

satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.

HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be placed upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”		0.35 feet
HMA Class ¾” and HMA Class ½”		
	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜”		0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

   For Aggregates in the mixture:

   a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1”, ¾”, ½”, and 3/8” sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

   b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6), except as specified below in (c). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

c. These tolerances and specification limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points, except the No. 8 tolerance is +/- 6% from the JMF, the No. 200 tolerance is +/- 2.0% from the JMF with a minimum of 2% and a maximum of 8.0% passing the No. 200 sieve. Other tolerance limits for sieves designated as 100 percent passing will be 99-100

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20

Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3(9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item “Roadway Core”, the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item “Roadway Core”, the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with

instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor’s option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer’s discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $1500 Cyclic Density Price Adjustment will be assessed for

any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF

lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an

original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly placed mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be placed against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $1500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

    a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

    b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

    c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:

   a. The actual times of starting and ending daily operations.

b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planing and paving.

f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.
"HMA for Approach Cl. ___ PG ___", per ton.
"HMA for Preleveling Cl. ___ PG ___", per ton.
"HMA for Pavement Repair Cl. ___ PG ___", per ton.
"Commercial HMA", per ton.
The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Pavement Repair Excavation Incl. Haul", per square yard.
The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of

HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Planing Bituminous Pavement", per square yard.
The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Job Mix Compliance Price Adjustment", by calculation.
"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.
"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Roadway Core", per each.
The Contractor's costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

"Cyclic Density Price Adjustment", by calculation.
"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

Division 6
Structures

General Requirements for Structures

Section 6-01.5 is re-titled and revised to read:

(*****)
During construction the Contractor shall protect the existing bridge structure including the deck, piers, sidewalk, barriers, girders and wingwalls. Any damage resulting from the Contractor's operation shall be repaired at no cost to the Contracting Agency.

(April 1, 2019)
Work Access
The Contractor shall construct work access to accommodate all work within the wetted perimeter, or vertically above the sensitive area, of *** Chewuch River ***, as shown in the plans or staked by the Engineer. The Contractor shall construct and remove the work access in accordance with all environmental regulations and permits, including those specified in Sections 1-07.5 and 1-07.6.

(******)
The access road shall be regraded after use to create a uniform slope between the constructed trail and the Chewuch River ordinary high water.

Submittals
The Contractor shall submit Type 2 Working Drawings of the work access, except that if the Contractor chooses an access alternative using a work trestle structure,

the Working Drawings shall be Type 2E. The Contractor shall design the work access structure to withstand all applicable loads in accordance with accepted design codes. The Contractor shall specify the design code(s) in the design calculations and working drawings.

The Contractor shall include information with the work access submittal on the construction equipment that will use the work access. The Contractor shall specify the type and model of construction equipment to be used, and shall include equipment catalogue cuts with capacities and geometry. The Contractor shall include anticipated wheel or track loads, axle spacings, outrigger geometry and reactions, crane pick angles and reach, and other equipment details.

(April 6, 2015)
Payment
Payment will be made in accordance with Section 1-09.3 for the following bid item:

"Work Access - ___", lump sum.

Structural Earth Walls

Materials

Section 6-13.2 is supplemented with the following:

(*****)
Drain and underdrain pipe shall be corrugated polyethylene (PE) meeting the requirements of Sections 9-05.1(6) and 9-05.2(7) respectively.

(September 2, 2025)
Concrete Block Faced Structural Earth Wall Materials
General Materials
Concrete Block
Acceptability of the blocks will be determined based on the following:

1. Visual inspection.

2. Compressive strength tests, conforming to Section 6-13.3(4).

3. Water absorption tests, conforming to Section 6-13.3(4).

4. Manufacturer’s Certificate of Compliance in accordance with Section 1-06.3.

5. Freeze-thaw tests conducted on the lot of blocks produced for use in this project, as specified in Section 6-13.3(4).

6. Copies of results from tests conducted on the lot of blocks produced for this project by the concrete block fabricator in accordance with the quality control program required by the structural earth wall manufacturer.

The blocks shall be considered acceptable regardless of curing age when compressive test results indicate that the compressive strength conforms to the 28-day requirements, and when all other acceptability requirements specified above are met.

Testing and inspection of dry cast concrete blocks shall conform to ASTM C 140, and shall include block fabrication plant approval by WSDOT prior to the start of block production for this project.

Mortar

Mortar shall conform to ASTM C 270, Type S, with an integral water repellent admixture as accepted by the Engineer. The amount of admixture shall be as recommended by the admixture manufacturer. To ensure uniform color, texture, and quality, all mortar mix components shall be obtained from one manufacturer for each component, and from one source and producer for each aggregate.

Geosynthetic Soil Reinforcement

Geogrid reinforcement shall conform to Section 9-33.1, and shall be a product listed in Appendix D of the current WSDOT Qualified Products List (QPL). The values of T_{al} and T_{ult} as listed in the QPL for the products used shall meet or exceed the values required for the wall manufacturer's reinforcement design as specified in the structural earth wall design calculation and working drawing submittal.

The minimum ultimate tensile strength of the geogrid shall be a minimum average roll value (the average test results for any sampled roll in a lot shall meet or exceed the values shown in Appendix D of the current WSDOT QPL). The strength shall be determined in accordance with ASTM D 6637, for multi-rib specimens.

The ultraviolet (UV) radiation stability, in accordance with ASTM D 4355, shall be a minimum of 70 percent strength retained after 500 hours in the weatherometer.

The longitudinal (i.e., in the direction of loading) and transverse (i.e., parallel to the wall or slope face) ribs that make up the geogrid shall be perpendicular to one another. The maximum deviation of the cross-rib from being perpendicular to the longitudinal rib (skew) shall be no more than 1 inch in 5 feet of geogrid width. The maximum deviation of the cross-rib at any point from a line perpendicular to the longitudinal ribs located at the cross-rib (bow) shall be 0.5 inches.

The gap between the connector and the bearing surface of the connector tab cross-rib shall not exceed 0.5 inches. A maximum of 10 percent of connector tabs may have a gap between 0.3 inches and 0.5 inches. Gaps in the remaining connector tabs shall not exceed 0.3 inches.

The Engineer will take random samples of the geogrid materials at the job site. Acceptance of the geogrid materials will be based on testing of samples from each lot. A "lot" shall be defined as all geogrid rolls sent to the project site produced by the same manufacturer during a continuous period of production

at the same manufacturing plant having the same product name. The Contracting Agency will require 14 calendar days maximum for testing the samples after their arrival at the WSDOT Materials Laboratory in Tumwater, WA.

The geogrid samples will be tested for conformance to the specified material properties. If the test results indicate that the geogrid lot does not meet the specified properties, the roll or rolls which were sampled will be rejected. Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the specified properties, the entire lot will be rejected. If the test results from all the rolls retested meet the specified properties, the entire lot minus the roll(s) which failed will be accepted.

All geogrid materials which have defects, deterioration, or damage, as determined by the Engineer, will be rejected. All rejected geogrid materials shall be replaced at no expense to the Contracting Agency.

Except as otherwise noted, geogrid identification, storage and handling shall conform to the requirements specified in Section 3-09.2. The geogrid materials shall not be exposed to temperatures less than –20F and greater than 122F.

Drainage Geosynthetic Fabric

Drainage geosynthetic fabric shall be a non-woven geosynthetic conforming to the requirements in Section 9-33.1, for Construction Geotextile for Underground Drainage, Moderate Survivability, Class B.

Proprietary Materials

Allan Block Wall

Wall backfill material placed in the open cells of the precast concrete blocks and placed in the one to three foot zone immediately behind the precast concrete blocks shall be crushed granular material conforming to Section 9-03.9(3).

GEOWALL Structural Earth Retaining Wall System

Connection pins shall be fiberglass conforming to the requirements of Basalite Concrete Products, LLC.

KeyGrid Wall

KeyStone connection pins shall be fiberglass conforming to the requirements of Keystone Retaining Wall Systems, Inc.

Landmark Retaining Wall

Lock bars shall be made of a rigid polyvinyl chloride polymer conforming to the following requirements:

Property	Value	Specification
Specific Gravity	1.4 minimum	ASTM D 792
Tensile Strength at yield	2,700 psi minimum	ASTM D 638

Lock bars shall remain sealed in their shipping containers until placement into the wall. Lock bars exposed to direct sunlight for a period exceeding two months shall not be used for construction of the wall.

Mesa Wall

Block connectors for block courses with geogrid reinforcement shall be glass fiber reinforced high-density polypropylene conforming to the following minimum material specifications:

Property	Specification	Value
Polypropylene	ASTM D 4101	
	Group 1 Class 1 Grade 2	73 ± 2 percent
Fiberglass Content	ASTM D 2584	25 ± 3 percent
Carbon Black	ASTM D 4218	2 percent minimum
Specific Gravity	ASTM D 792	1.08 ± 0.04
Tensile Strength	ASTM D 638	
at yield		8,700 ± 1,450 psi
Melt Flow Rate	ASTM D 1238	0.37 ± 0.16 ounces/10 min.

Block connectors for block courses without geogrid reinforcement shall be glass fiber reinforced high-density polyethylene (HDPE) conforming to the following minimum material specifications:

Property	Specification	Value
HDPE	ASTM D 1248	
	Type III Class A Grade 5	68 ± 3 percent
Fiberglass Content	ASTM D 2584	30 ± 3 percent
Carbon Black	ASTM D 4218	2 percent minimum
Specific Gravity	ASTM D 792	1.16 ± 0.06
Tensile Strength	ASTM D 638	
at yield		8,700 ± 725 psi
Melt Flow Rate	ASTM D 1238	0.11 ± 0.07 ounces/10 min.

Quality Assurance

Section 6-13.3(2) is supplemented with the following:

(January 2, 2018)

Concrete Block Faced Structural Earth Wall

Concrete block faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the concrete blocks, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

Allan Block Wall

Allan Block Wall is a registered trademark of the Allan Block Corporation

Allan Block Corporation
7424 W 78th Street
Bloomington, MN 55439
(800) 899-5309

FAX (952) 835-0013
www.allanblock.com

GEOWALL Structural Earth Retaining Wall System
GEOWALL is a registered trademark of Basalite Concrete Products, LLC

Basalite Concrete Products LLC
3299 International Place
Du Pont, WA 98327-7707
(800) 964-9424
FAX: (253) 964-5005
www.basalite.com

Redi-Rock Positive Connection System
Redi-Rock Positive Connection System is a registered trademark of Redi-Rock International, LLC

Redi-Rock International, LLC
05481 US 31 South
Charlevoix, MI 49720
(866) 222-8400
FAX (231) 237-9521
www.redi-rock.com

Mesa Wall
Mesa Wall is a registered trademark of Tensar Corporation

Tensar Corporation
2500 Northwinds Parkway Suite 500
Atlanta, GA 30009
(770) 334-2090
FAX (678) 281-8546
www.tensarcorp.com

Landmark Retaining Wall System
Landmark Retaining Wall System is a registered trademark of Anchor Wall Systems, Inc.

Anchor Wall Systems, Inc.
5959 Baker Road, Suite 390
Minnetonka, MN 55345-5996
(877) 295-5415
FAX (952) 979-8454
www.anchorwall.com

KeyGrid Wall
KeyGrid is a registered trademark of Keystone Retaining Wall Systems, Inc.

Keystone Retaining Wall Systems, Inc.
4444 West 78th Street
Minneapolis, MN 55435
(800) 747-8971

FAX (952) 897-3858
www.keystonewalls.com

Submittals

Section 6-13.3(2) is supplemented with the following:

(January 3, 2011)
The following geotechnical design parameters shall be used for the design of the structural earth wall(s):

Wall Name or No.: *** All Segmental Block Walls ***

Soil Properties	Wall Backfill	Retained Soil	Foundation Soil
Unit Weight (pcf)	*** 125 ***	*** 125 ***	*** 125 ***
Friction Angle (deg)	*** 34 ***	*** 34 ***	*** 34 ***
Cohesion (psf)	*** 0 ***	*** 0 ***	*** 0 ***

For the Service Limit State, the wall shall be designed to accommodate a differential settlement of *** 1 inch *** per 100 feet of wall length.

For the Extreme Event I Limit State, the wall shall be designed for a horizontal seismic acceleration coefficient k_h of *** 0.103 *** g and a vertical seismic acceleration coefficient k_v of *** 0.206 *** g.

Precast Concrete Facing Panel and Concrete Block Fabrication

Section 6-13.3(4) is supplemented with the following:

(April 3, 2017)
Specific Fabrication Requirements for Precast Concrete Panel Faced Structural Earth Walls
ARES Modular Panel Wall System

The concrete mix for precast concrete facing panels shall be a Contractor mix design in accordance with Section 6-02.3(2)A, producing a minimum compressive strength at 28 days of 4,500 psi. The Contractor mix design for precast concrete facing panels shall not include Type III cement unless otherwise allowed by the Engineer

Precast Concrete Facing Panel and Concrete Block Erection

Section 6-13.3(5) is supplemented with the following:

(April 2, 2012)
Specific Erection Requirements for Precast Concrete Block Faced Structural Earth Walls
Landmark Retaining Wall
When placing each course of concrete blocks, the Contractor shall pull the blocks towards the front face of the wall until the male key of the bottom face

of the upper block contacts and fits into the female key of the top face of the supporting block below.

A maximum gap of 1/8-inch is allowed between adjacent concrete blocks, except for the base course set of concrete blocks placed on the leveling pad. A maximum gap of 1-inch is allowed between adjacent base course concrete blocks, provided geosynthetic reinforcement for drains is in place over the gap at the back face of the concrete blocks.

Lock bars shall be installed in the female key of the top face of all concrete block courses receiving geogrid reinforcement. Gaps between adjacent lock bars in the key shall not exceed 3-inches. The lock bar shall be installed flat side up, with the angled side to the back of the concrete block, as shown in the shop drawings.

Geogrid reinforcement shall be placed and connected to concrete block courses specified to receive soil reinforcement. The leading edge of the geogrid reinforcement shall be maintained within 1-inch of the front face of the supporting concrete blocks below. Geogrid panels shall be abutted for 100 percent backfill coverage with less than a 4-inch gap between adjacent panels.

Backfill shall be placed and compacted level with the top of each course of concrete blocks, and geogrid reinforcement placed and connected to concrete block courses specified to receive soil reinforcement, before the Contractor may continue placing the next course of concrete blocks.

Mesa Wall

For all concrete block courses receiving geogrid reinforcement, the fingers of the block connectors shall engage the geogrid reinforcement apertures, both in the connector slot in the block, and across the block core. For all concrete block courses with intermittent geogrid coverage, a #3 steel reinforcing bar shall be placed, butt end to butt end, in the top block groove, with the butt ends being placed at a center of a concrete block.

Backfill

Section 6-13.3(7) is supplemented with the following:

(August 3, 2015)
Specific Backfill Requirements for Precast Concrete Panel Faced Structural Earth Walls

Lock + Load Retaining Wall System

The Contractor shall begin placement and compaction of backfill above the tail of the counterfort member first, then towards the back face of the precast concrete facing panel, followed by placement and compaction of the remainder of the backfill layer. The zone for compaction by plate compactor equipment only, with no soil density testing requirement, shall be within 1’-4” of the back face of the precast concrete facing panel.

(*****)

Payment

Section 6-13.5 is supplemented with the following:

All costs for providing and installing drain and underdrain systems including drain rock and geotextile shall be included in the unit price per square foot for “Structural Earth Wall”.

Soil Nail Walls

(*****)

Description

Section 6-15.1 is supplemented with the following:

This work shall also consist of construction of temporary soil nail walls. Temporary soil nail walls will not require concrete fascia panels, underdrain systems and cement concrete gutter topping.

Materials

Section 6-15.2 is supplemented with the following:

(*****)

(*****)

Drain and underdrain pipe shall be corrugated polyethylene (PE) meeting the requirements of Sections 9-05.1(6) and 9-05.2(7) respectively.

(August 3, 2015)

Permanent Soil Nail Materials and Components

A soil nail system is a structural system used to transfer tensile loads to soil. A soil nail system may also be specified in the Plans as a nail. A soil nail system includes all steel reinforcing bars, anchorage devices, grout, coatings, sheathings and couplers if used.

The Contractor shall either select a soil nail system from the Qualified Products List, or submit a Type 2 Working Drawing consisting of the following information:

1. Catalogue cuts or Manufacturer’s Certificates of Compliance for centralizers and grout admixtures.

2. Manufacturer’s Certificate of Compliance for bearing plates, nuts, steel reinforcing bars, tendon encapsulation tubing, and welded shear studs. The Manufacturer’s Certificate of Compliance for the nuts shall confirm compliance with the specified strength requirements.

If the Contractor selects a permanent soil nail system from the Qualified Products List (QPL), the Contractor shall submit a Type 1 Working Drawing consisting of a certificate from the permanent soil nail system fabricator/supplier confirming that the material specifications of the permanent soil nail system components as furnished conform to those specified in the QPL.

Component Material Specifications

Bearing plates shall conform to ASTM A 36, ASTM A 529, ASTM A 536, ASTM A 572, ASTM A 588, or AASHTO M 270.

Centralizers shall be fabricated from plastic, steel, or material which is nondetrimental to the prestressing steel. Wood shall not be used.

Grout shall be a neat cement grout or a sand-cement grout conforming to Section 9-20.3(4). The compressive strength for the grout shall be as required by the soil nail manufacturer. Grout components shall be as follows:

Admixtures shall conform to the requirements of Section 9-23.6. Expansive admixtures and accelerators will not be permitted. Admixtures shall be mixed in accordance with the manufacturer's recommendations.

Aggregates shall conform to the requirements of Section 9-03.

Cement shall conform to the requirements of Section 9-01, and shall not contain lumps or other indications of hydration.

Nuts shall conform to either ASTM A 563, Grade B, Hexagonal, ASTM A 536 Grade 100-70-03, ASTM A 29 Grades 12L14, 1215, or C1045, AASHTO M 169 Grades 1117 or 12L14, ASTM A 513 Type 5 Grade 1026, ASTM A 521 Class CF, ASTM A 897 Grade 125/80/10M, or ASTM A 519 Grade 1026, and shall be capable of developing 100 percent of the GUTS of the soil nail. The nuts shall be fitted, where necessary, with a special wedge washer or spherical seat such that the nut bears uniformly on the bearing plate.

Washers shall conform to either ASTM F 436, ASTM A 536 Grade 80-55-06 or ASTM A 47
Grade 32510.

Soil nails shall be deformed steel reinforcing bars conforming to AASHTO M 31, Grade 60 minimum, and Section 9-07.2. All soil nails, except those specified in the Plans to be encapsulated, shall be epoxy-coated in accordance with Sections 6-02.3(24)H and 9-07.3. The soil nails shall be of the type and size specified in the Plans. The soil nails shall not be spliced. The soil nails shall be threaded at the bearing plate end a minimum of six inches. The threading shall be continuous spiral deformed ribbing. Alternatively, threads may be cut into the soil nail if the bar size is increased to the next larger size from the size specified in the Plans at no additional cost to the Contracting Agency.

Tendon encapsulation, when specified in the Plans to provide additional corrosion protection, shall be fabricated from one of the following:

1. High density corrugated polyethylene (PE) tubing conforming to the requirements of ASTM D 3350 Class PE335520C or Class PE335400C, ASTM D 1248, and AASHTO M 252 and having a nominal wall thickness of 40 mils.

2. Corrugated, polyvinyl chloride (PVC) tubing conforming to ASTM D 1784, Class 13464-B, and having a nominal wall thickness of 40 mils.

The soil nails shall be centralized within the sheathing with a minimum 0.2 inch grout cover over the soil nail inside the sheath. The encapsulation shall be constructed at the factory under controlled conditions. Field construction of the encapsulation will not be permitted.

Welded shear studs shall conform to Section 9-06.15, and shall be welded in accordance with Section 6-03.3(25).

Construction Requirements

Soil Nail Testing And Acceptance

Verification Testing

Section 6-15.3(8)A is supplemented with the following:

(April 5, 2004)
Soil nail verification tests shall be conducted as follows:

Verification Test Limits	Soil Nail Row	Number of Successful Verification Tests Required
See contract plans	***See contract plans***	***See contract plans***

Measurement

(******)
Section 6-15.4 is supplemented with the following:

Grouted vertical elements will measured per each for each vertical element installed and accepted.

Payment

(******)
Section 6-15.5 is supplemented with the following:

“Grouted Vertical Element”, per each.

All costs in connection with furnishing and installing grouted vertical elements as specified in the Contract plans shall be included in the Contract price per each for “Grouted Vertical Element”, including all structural excavation, drilling, grouting, connections and other Work required for installation of each vertical element.

All costs for providing and installing drain and underdrain systems including pipe, drain rock and geotextile shall be included in the unit prices bid for the various soil nail wall items included in the Proposal.

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

Drains

Description

(*****)
Section 7-01.1 is revised to read:

This Work consists of constructing drain pipe and underdrain pipe, including pipe anchoring, in accordance with the Plans, these Specifications and Standard Plans, at the locations staked.

Payment

(*****)
Section 7-01.5 is supplemented with the following:

The unit Contract price per linear foot for Drain Pipe ___ In. Diam. shall be full pay for excavating, furnishing, installing, and backfilling the pipe, fittings, pipe anchors, and backfill material as specified herein and as shown in the Plans.

7-10 Vacant

(******)
This Section is deleted and replaced with the following:

7-10 Infiltration Facilities

7-10.1 Description

Work includes the installation of an infiltration trench as detailed in the Plans.

7-10.4 Measurement

Infiltration Trench will be measured per linear foot installed.

7-10.5 Payment

“Infiltration Trench”, per linear foot.

The unit Contract price per linear foot shall be full pay for all Work to complete the installation, including but not limited to trench excavation, bedding, laying and jointing pipe and fittings, construction geotextile, backfilling, and backfill material.

Division 8
Miscellaneous Construction

Cement Concrete Sidewalks

Construction Requirements

Section 8-14.3 is supplemented with the following:

(January 7, 2019)
Layout and Conformance to Grades
Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

Riprap

Description

(******)
Section 8-15.1 is supplemented with the following:

The existing riprap to be excavated ranges from 3’ to 5’ diameter. The excavated riprap will be combined with imported Rock for Erosion and Scour Protection Class Chewuch to meet the combined gradation of Special Provision.8-30.

Construction Requirements

8-15.3(1) Excavation for Riprap

(******)
Section 8-15.3(1) is supplemented with the following:
Existing riprap located within the excavation limits shall be salvaged for reuse on site. The riprap shall be washed free of debris placed as indicated in the Contract plans. Unused excavated riprap shall be stockpiled on site.

Measurement

Section 8-15.4 is supplemented with the following:

(February 5, 2001)
The last paragraph of Section 8-15.4 is deleted.

(******)
The Cost of filter blanket is incidental to the riprap and rock for erosion and scour protection bid items.

.

Reused heavy loose riprap is measured by the cubic yard of riprap actually placed

Payment

The first sentence of the second paragraph of Section 8-15.5 is revised to read:

(******)
The unit contract price per ton or cubic yard for the class or kind of riprap specified shall be full pay for furnishing all labor, tools, equipment, filter blanket, and materials required to construct the riprap, including excavation. All costs for grading and cleanup of the wash area are incidental to the related bid items in the Proposal.

"Reuse Heavy Loose Riprap", per cubic yard.

The unit contract price per ton or cubic yard for the class or kind of riprap specified shall be full pay for furnishing all labor, tools, equipment, filter blanket, and materials required to construct the riprap, including excavation, cleaning, storage and placement.

Permanent Signing

Materials

Roadside Sign Structures

Section 9-06.16 is supplemented with the following:

(January 3, 2011)
Perforated Steel Square Sign Post System
Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

System Acceptance
Systems listed in the current QPL will be accepted per the QPL approval code. Systems not listed in the QPL will be accepted based on a Supplier's Certificate of Compliance. The Supplier's Certificate of Compliance will be a contract specific letter from the supplier stating the system is NCHRP 350 Test Level 3 compliant.

Sign Support Structures

Section 9-28.14 is supplemented with the following:

(September 8, 2020)
Manufacturers for Steel Roadside Sign Supports
The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the Plans.

Steel Sign Support Type	Manufacturer
Type TP-A & TP-B	Transpo Industries, Inc.

Type PL, PL-T & PL-U	Northwest Pipe Co.
Type AS	Transpo Industries, Inc.
Type AP	Transpo Industries, Inc.
Type ST 1, ST 2, ST 3, & ST 4	Ultimate Highway Solutions, Inc., Allied Tube & Conduit Corp. (Mechanical Division), Trinity Highway Products, LLC.
Type SB-1, SB-2, & SB-3	Ultimate Highway Solutions, Inc., Xcessories Squared Development and Manufacturing Incorporated, Trinity Highway Products, LLC.

8-26 Fencing

8-26.1 Description

Section 8-26.1 is supplemented with the following:

(******)

This Work shall include installation of Fall Protection Fence and Split Rail Fence as specified in the Plans.

8-26.4 Measurement

Section 8-26.4 is supplemented with the following:

(******)

Fall Protection Fence will be measured by the linear foot of completed railing along the ground line.

Split Rail Fence will be measured by the linear foot of completed fence along the ground line.

8-26.5 Payment

Section 8-26.5 is supplemented with the following:

(******)

Payment will be made for each of the following Bid Items included in the Proposal:

"Fall Protection Fence", per linear foot.

"Split Rail Fence", per linear foot.

The Unit Contract Price for "Fall Protection Railing" and "Split Rail Fence" shall be full payment for all costs for the specified Work including post installation and footings.

8-27 Handrail

8-27.1 Description

Section 8-27.1 is supplemented with the following:

(******)
This work shall consist of furnishing and installing handrail in accordance with the Contract plans and these Special Provisions, and at the locations shown in the Plans.

8-27.4 Measurement

Section 8-27.4 is supplemented with the following:

(******)
Steel pipe handrail, fall protection metal handrail, and stair handrail will be measured by linear foot.

8-27.5 Payment

Section 8-26.5 is supplemented with the following:

(******)
Payment will be made for each of the following Bid items that are included in the Proposal:

"_____ Handrail", per linear foot.
The Unit Contract price per each for "Handrail" shall be payment for all costs of the Specified Work.

8-28 Stairs

8-28.1 Description

Section 8-28.1 is supplemented with the following:

(******)
This work shall consist of furnishing and installing stairs in accordance with the Contract plans and these Special Provisions, and at the locations shown in the Plans.

8-28.4 Measurement

Section 8-28.4 is supplemented with the following:

(******)
Stair steps will be measured per each step placed.

8-28.5 Payment

Section 8-28.5 is supplemented with the following:

(******)
Payment will be made for each of the following Bid items that are included in the Proposal:

"Stair Steps", per each.

The Unit Contract price per each for "Stair Steps" shall be payment for all costs of the Specified Work.

8-30 Streams, Rivers, and Waterbodies

8-30.1 Description

Section 8-30.1 is supplemented with the following:

(******)

This work shall consist of furnishing and placing rock for erosion and scour protection class Chewuch in accordance with the Contract plans and these Special Provisions, and at the locations shown in the Plans.

The existing riprap to be excavated ranges from 3' to 5' diameter. The excavated riprap will be combined with imported Rock for Erosion and Scour Protection Class Chewuch to meet the combined gradation of Special Provision.8-30.

8-30.2 Materials

Section 8-30.2 is supplemented with the following:

(******)

Rock for Erosion and Scour Protection Class Chewuch shall meet the requirements of Section and 9-13.4 and the following gradation:

Percent Passing	Diameter (Di)	Approx. Weight
100% Passing	8.4 ft	25.5 Tons
80% – 95% Passing	6.7 ft	13.0 Tons
50% – 80% Passing	5.6 ft	7.5 Tons
15% – 50% Passing	2.5 ft	1400 lbs
15% Max Passing	1.7 ft	425 lbs

8-30.4 Measurement

Section 8-30.4 is supplemented with the following:

(******)

The Cost of filter blanket is incidental to the riprap and rock for erosion and scour protection bid items.

8-30.5 Payment

Section 8-30.5 is supplemented with the following:

(******)
The unit contract price per ton or cubic yard for the class of rock for erosion and scour protection specified shall be full pay for furnishing all labor, tools, equipment, filter blanket, and materials required to construct the scour protection.

(January 5, 2026)
Standard Plans

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

A-10.30
RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

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

A-40.20
Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.

2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.

3. For details 1, 2, 3, and 4, the item “HMA Joint Seal at Bridge End” shall be used for payment. For details 5 and 6, the item “HMA Joint Seal at Bridge Deck Panel Joint” shall be used for payment. For detail 7, the item “Clean and Seal Bridge Deck Panel Joint” shall be used for payment.

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

A-50.40
Sheet 1, Plan View: The callout “BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)” is revised to read “BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)”

A-60.40
Note 2 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

B-55.20
General Note 3 reference to “2-09.4” is revised to read “3-07.4”.

B-90.40
Valve Detail – DELETED

C-20.41

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

BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension “41” MIN. 72” MAX.” is revised to read; “41” MIN. 78” MAX.”

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

C20-43

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

Add a new KEY NOTE 4 - “IT IS PERMISSIBLE TO USE A 1” DIAM. ANCHOR ROD WITH TWO NUTS AND TWO – 1” DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(4) IN LIEU OF A HEX HEAD BOLT.”

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

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

Section A, callout – “1” (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & 2 – 1” DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE NOTE 1”, is revised to read:

“1” (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & TWO – 1” DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE KEY NOTES 1 AND 4”

Elevation View, Weld symbol – callout, See (key Note Symbol) “4” is revised to read: See (key Note Symbol) “3”

C-23.70

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

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

C-60.20

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

C-70.15

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

C81.10

Sheet 1, TYPICAL SECTION – TRAFFIC BARRIER the R4 #6 bar on the traffic face may be placed 4” down from the top of the barrier to allow additional room to install BP railing or other attachments. The R4 bar shall be kept tight to the front R2 bar.
Sheet 4, the existing table “IMPACT SHEAR AND IMPACT MOMENT TABLE” is renamed to “IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS” keynote 25 is still applicable.
Sheet 4, NOTES, the following Note is added: “3. Deck overhangs for this use constitute plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs or approach slabs, or plain reinforced and longitudinally prestressed box girders which employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls, and or Structure segments tied together without a topping slab, with the ties in the barrier resistance load path, shall use the impact shear and moments for other supporting structures.”
Sheet 4, the following table is added with a keynote 25.

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

C-81.15
Sheet 1, General Notes, Add Note 7, to read;”7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3.”

C-85.11
On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)”

D-3.09
Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER ON WALL ~ SEE CONTRACT PLANS”

D-3.10
Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; ”FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; ”FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11
Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

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

D-10.10

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

D-10.15

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

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

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

D-10.45

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

E-20.10

On Sheet 2, the reference to “2-09.4” is revised to read “3-07.4”.

F-10.18

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

CURB 3 Detail, the diamond note 1 callout on the 6” dimension at the bottom left side of the detail, is revised to be a diamond note 2 callout.

F-30.10

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

F-40.12

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

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the

landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.
Section B is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”
Section C is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-40.14
The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 7 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.
Section A is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”
Section C is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-40.15
The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 7 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.
Section A is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-40.16
The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 8 is replaced with the following:
7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.
Section A is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”
Section B is amended as follows:
Delete: “15’ – 0” MAX. (TYP.)”

F-80.10
The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”
Note 6 is replaced with the following:
The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.
Section A is amended as follows:

Delete: “15” Max.”

J-5.50
General Note 4 reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”
General Note 5 reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-10.10
Sheet 4 of 6, “Foundation Size Reference Table”, PAD WIDTH column, Type 33xD=6’ – 3” is revised to read: 7’ – 3”. Type 342LX / NEMA P44=5’ – 10” is revised to read: 6’ – 10”
Sheet 5 of 6, Plan View, “FOR EXAMPLE PAD SHOWN HERE:, “first bullet” item, “-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6” (IN)” IS REVISED TO READ: “SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6” (IN) (CHANNEL STEEL ADDS ABOUT 5” (IN)”

J-10.16
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-15.15
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-20.01
STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height column – “15’-0” ”is revised to read; “14’-0” ”

J-20.10
DELETED

J-20.11
DELETED

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”
Add General Note 2, to read: “Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown.”
Revise View Titles (Both Sheets) to read: “ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Anchor Bolt Template, callout; “9” (IN) BOLT CIRCLE” is revised to read: “9” (IN) DIA.BOLT CIRCLE”

Base Plate Detail, callout; “3/4” (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6” (IN)” IS REVISED TO READ; “3/4” (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16” (IN)”
Flat Foundation Detail – Elevation, callout; “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” is revised to read; “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Flat Foundation Detail – Elevation, dimension; 4’ – 0” is revised to read; “4’ – 0” ROUND OR 3’ – 0” SQUARE”

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-21.16
On both elevation views, the overall standard height dimension “15’-0” ” is revised to read; “14’-0” ”

J-26.10
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-27.10
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-28.30
General Note 13 – “See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier” is revised to read; “See Standard Plan C-85.15 for steel light standards on traffic barrier.”

J-29.10
The reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-40.10
Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36
Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-50.15
Sheet 1, SECTION A, the call out “LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3 PAIRS” is revised to read “LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS”
General Note 1 reference to “2-09.3(1)E” is revised to read “3-07.3(1)E”

J-75.20

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

J-75.55

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

K-80.32

Sheet 1, END VIEW, the callout located at the base of barrier – “SEE NOTE 2” is revised to read: “SEE NOTE 3”

Sheet 2, WIRE ROPE LOOP DETAIL, dimension (overall length) – “SEE NOTE 1” is revised to read: “SEE NOTE 2”

Sheet 2, Side View (Right), callout – “WIRE ROPE LOOPS – SEE NOTE 1” is revised to read: “WIRE ROPE LOOPS – SEE NOTE 2”

L-5.10

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

M-20.30

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

M-40.10

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

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

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

B-5.20-03..... 9/9/20	B-30.50-03 .....2/27/18	B-75.20-03 ..... 8/17/21
B-5.40-02.....1/26/17	B-30.60-00 .....9/9/20	B-75.50-02 ..... 3/15/22
B-5.60-02.....1/26/17	B-30.40-03 .....2/27/18	B-70.60-01 ..... 1/26/17
B-10.20-03.....8/23/23	B-30.70-04 .....2/27/18	B-75.60-00 ..... 6/8/06
B-10.40-02.....8/17/21	B-30.80-01 .....2/27/18	B-80.20-00 ..... 6/8/06
B-10.70-03.....8/23/23	B-30.90-02 ..... 1/26/17	B-80.40-00 ..... 6/1/06
B-15.20-01..... 2/7/12	B-35.20-00 .....6/8/06	B-85.10-01 ..... 6/10/08
B-15.40-01..... 2/7/12	B-35.40-01 .....8/23/23	B-85.20-00 ..... 6/1/06

B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-03.....8/23/23
B-30.05-00..... 9/9/20
B-30.10-03.....2/27/18
B-30.15-00.....2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-40.20-00 ..... 6/1/06
B-40.40-02 ..... 1/26/17
B-45.20-01 ..... 7/11/17
B-45.40-01 ..... 7/21/17
B-50.20-00 ..... 6/1/06
B-55.20-03 ..... 8/17/21
B-60.20-02 ..... 9/9/20
B-60.40-01 ..... 2/27/18
B-65.20-01 ..... 4/26/12
B-65.40-00 ..... 6/1/06
B-70.20-01 ..... 3/15/22
B-85.30-00 ..... 6/1/06
B-85.40-00 ..... 6/8/06
B-85.50-01 ..... 6/10/08
B-90.10-00 ..... 6/8/06
B-90.20-00 ..... 6/8/06
B-90.30-00 ..... 6/8/06
B-90.40-01 ..... 1/26/17
B-90.50-00 ..... 6/8/06
B-95.20-02 ..... 8/17/21
B-95.40-01 ..... 6/28/18

1

C-1..... 9/8/22
C-1b.....10/12/23
C-1d.....10/31/03
C-6a..... 9/8/22
C-7..... 9/8/22
C-7a..... 9/8/22
C-20.10-09.....10/12/23
C-20.14-05..... 9/8/22
C-20.15-03.....10/12/23
C-20.18-04..... 9/8/22
C-20.40-10.....10/12/23
C-20.41-05.....7/18/24
C-20.43-01.....7/18/24
C-20.44-00.....8/13/24
C-20.45-03..... 9/8/22
C-20.55-00.....7/30/24
C-22.16-08.....10/17/23
C-22.40-11.....7/21/24
C-22.45-07.....7/21/24
C-23.70-01 ..... 10/16/23
C.24.10-05 ..... 7/21/24
C-24.15-00 ..... 3/15/22
C-25.20-07 ..... 8/20/21
C-25.22-06 ..... 8/20/21
C-25.26-05 ..... 8/20/21
C-25.30-01 ..... 8/20/21
C-25.32-00 ..... 7/29/24
C-25.80-05 ..... 8/12/19
C-60.10-04 ..... 7/21/24
C-60.15-01 ..... 7/21/24
C-60.20-01 ..... 9/8/22
C-60.30-02 ..... 7/21/24
C-60.40-01 ..... 7/21/24
C-60.45-01 ..... 7/21/24
C-60.50-01 ..... 7/21/24
C-60.60-01 ..... 7/21/24
C-60.70-01 ..... 9/8/22
C-60.80-02 ..... 7/21/24
C-70.10-04 ..... 10/16/23
C-70.15-01 ..... 7/21/24
C-75.10-02 ..... 9/16/20
C-75.20-03 ..... 8/20/21
C-75.30-03 ..... 8/20/21
C-80.10-03 ..... 10/16/23
C-80.20-01 ..... 6/11/14
C-80.30-02 ..... 8/20/21
C-80.40-01 ..... 6/11/14
C-85.10-00 ..... 4/8/12
C-85.11-01 ..... 9/16/20
C-85.15-03 ..... 10/17/23
C-85-18-03..... 9/8/22
C-81.10-00 ..... 9/12/23
C-81.15-00 ..... 9/12/23

2

D-2.36-03.....6/11/14
D-2.46-02.....8/13/21
D-2.84-00..... 11/10/05
D-2.92-01.....4/26/22
D-3.09-00.....5/17/12
D-3.10-01.....5/29/13
D-3.11-03 ..... 6/11/14
D-4 ..... 12/11/98
D-6 ..... 6/19/98
D-10.10-01 ..... 12/2/08
D-10.15-01 ..... 12/2/08
D-10.20-01 ..... 8/7/19
D-10.25-01 ..... 8/7/19
D-10.30-00 ..... 7/8/08
D-10.35-00 ..... 7/8/08
D-10.40-01 ..... 12/2/08
D-10.45-01 ..... 12/2/08
D-20.10-00 ..... 10/9/23

3

E-1.....2/21/07
E-2.....5/29/98
E-4 ..... 8/27/03
E-4a 8/27/03
E-20.10-00 ..... 9/12/23
E-20.20-00 ..... 10/4/23

4

F-10.12-04 .....9/24/20
F-10.16-00 .....12/20/06
F-10.18-04 .....6/28/24
F-10.40-04 .....9/24/20
F-10.42-00 .....1/23/07
F-10.62-02..... 4/22/14
F-10.64-03..... 4/22/14
F-30.10-04..... 9/25/20
F-40.12-03..... 6/29/16
F-40.14-03..... 6/29/16
F-40.15-04 ..... 9/25/20
F-40.16-03 ..... 6/29/16
F-45.10-05 ..... 6/4/24
F-80.10-04 ..... 7/15/16

5

G-10.10-00 .....9/20/07
G-20.10-03 .....8/20/21
G-22.10-04 .....6/28/18
G-24.10-00 .....11/8/07
G-24.50-05..... 8/7/19
G-24.60-05..... 6/28/18
G-25.10-05..... 9/16/20
G-26.10-00..... 7/31/19
G-90.10-03..... 7/11/17
G-90.20-05..... 7/11/17
G-90.30-04..... 7/11/17
G-95.10-02..... 6/28/18

G-24.20-01 ..... 2/7/12
G-24.30-02 .....6/28/18
G-24.40-07 .....6/28/18
G-30.10-04 ..... 6/23/15
G-50.10-03 ..... 6/28/18
G-95.20-03 ..... 6/28/18
G-95.30-03 ..... 6/28/18

1

H-10.10-01..... 6/2/24
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H-10.15-01..... 6/2/24
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Geotechnical Engineering Report
Chewuch Bridge Pedestrian Underpass
Winthrop, WA

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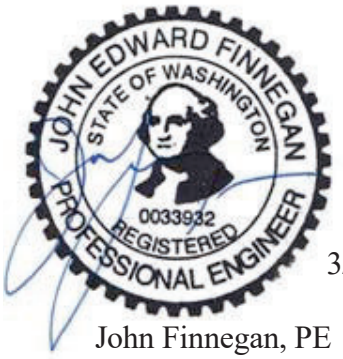

3/6/2025

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BAI Project Number: S24424

March 6, 2025

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CONTEXT

This geotechnical engineering report (GER) presents the results of geotechnical exploration and analysis for the proposed Chewuch Bridge pedestrian underpass in Winthrop, Washington. These services were contracted with SCJ Alliance Consulting Services, represented by Dave Allen, PE, Senior Project Manager.

Project Considerations

State Route 20 (SR 20) crosses the Chewuch River on the northwest side of Winthrop. A pedestrian path and retaining walls will be constructed beneath the left bridge abutment. Plans provided by SCJ, dated February 2025, show proposed profiles within the alignment. Section A – A' beneath the bridge shows a soil nailed wall with vertical support elements installed behind the bridge abutment. Section B – B' upstream of the bridge, shows a segmental block wall above an soil nailed wall with grouted vertical elements, the walls are separated by a concrete walking path. Section C-C' downstream of the bridge shows a soil nailed wall and a segmental block wall, the walls are separated by a 6-foot trail.

and downstream of the bridge, respectively, show block and boulder retaining walls ranging from approximately 4 to 8 feet tall, separated by a 6-foot-wide walkway.

Site History

Historic photographs from the mid-1900s show that ground surfaces adjacent to the existing bridge were lower in elevation than present-day ground surfaces, indicating the area beneath the site was filled.

Location

The site is in the SW ¼ of the NW ¼ of Section 2, Township 34N, Range 21E, Willamette Meridian. It is upstream from the confluence of the Chewuch and Methow Rivers at the north end of Winthrop. The location is shown in the *Vicinity Map* and *Site Plan*.

Scope

This geotechnical study involved interpretation of subsurface soil conditions to provide conclusions and recommendations addressing the suitability of the site to support proposed structures and geotechnical parameters required for others to design and construct. We endeavored to conduct these services in accordance with generally accepted geotechnical engineering practices as outlined in Proposal S24424, dated August 22, 2024.

ENCOUNTERED CONDITIONS

Physical Setting

The site is on the floor of a broad valley carved into Cretaceous – Jurassic sedimentary rocks by advancement of glacial ice from the north during the Pleistocene. As global climate warmed, rock and sediment trapped within glacial ice was deposited as the ice melted and retreated from the valley, resulting in geomorphic features such as eskers and glacial outwash plains and terraces. Geologic mapping of the area shows Quaternary unconsolidated deposits (*Qs*) deposited over Jurassic Twisp Formation (Jm_t) sedimentary rock. *Qs* is described as *"Unconsolidated sediments, including both*

alluvium and glacial deposits not separately mapped in original sources." Jm_t consists of *"Thin-bedded black argillites and interbedded lithic sandstones"* (WSDNR, 1992).

Surface Conditions

SR 20 is a two-lane paved road with narrow shoulders that crosses the Chewuch River on an approximately 25-foot-tall concrete bridge deck. Soils observed beneath the bridge consisted of boulder rip rap and coarse gravel and sand with cobbles and boulders. The ground surface sloped down to the river in a series of 2- to 3-foot-tall benches. General slope inclinations ranged from 2 horizontal to 1 vertical (2H:1V) to 1H:1V. The upper portion of the slope was sparsely vegetated with short shrubs and mature deciduous trees and the lower portion was armored with coarse rip-rap materials.

An existing retaining wall was present above Station 4+30 to 4+50. The ground surface below the wall initially sloped down at 1.3H:1V and flattened out to 3.6H:1V near the river bank with a total relief of 10 feet.

Subsurface Conditions

The encountered conditions are further described in the *Test Boring Logs* in accordance with methods described in *Field Exploration*. The subsurface materials were differentiated based on characteristics relevant to this project and include *existing pavement*, *existing fill*, *coarse-grained soil*, and *bedrock*.

Existing Pavement. *Existing pavement* was encountered at the ground surface and consisted of angular gravel bonded by a matrix of bituminous material (asphalt) over crushed gravel in Boring 2 (B-2) and B-3. B-1 was in a gravel parking lot. Asphalt thickness was 7 and 6 inches in B-2 and B-3, respectively. Crushed gravel thickness ranged from 3 to 8 inches, thickest in B-1.

Existing fill. *Existing fill* consisting of gravel and sand with cobbles and boulders was encountered beginning beneath *existing pavement* and extended to depths ranging from 4.5 to 15 feet; thinnest in B-3. E*xisting fill* appeared to consist of re-worked alluvium and glacial deposits (*Qs*). The condition was generally dense in the upper 4 feet of the stratum. At B-1 and B-2 locations, conditions changed to medium dense and loose at depths of approximately 5 and 10 feet, respectively. Thickness of *existing fill* is summarized in the table below:

Table 1. Existing Fill Thickness

Boring ID	Existing Fill Thickness (ft)
B-1	15
B-2	14.5
B-3	4.5

Coarse-grained soil (*CGS*). *CGS* consisting of boulders,[1] gravel with silt, sand, cobbles, and boulders was observed beneath *existing fill* and above *bedrock*. The characteristics of *CGS* were

[1] WSDOT classification guidelines call for cobbles and boulders to be listed at the end of a soil description (such as *Sandy GRAVEL with Cobbles and Boulders*); however, the very large size and frequency of these large particles warrants describing them first for this project to make clear the prevalence of these large particle sizes.

consistent with geologic map descriptions of alluvium and glacial deposits (*Qs*). Boulders as large as 5 feet in diameter were encountered in *CGS*. The condition was generally medium dense to very dense. Cobbles and boulders may have interfered with advancement of split-spoon samplers, resulting in artificially high observed blow counts at some intervals.

Bedrock. Argillite was encountered overlying sandstone in B-1, beginning at 23.5 feet. Argillite consisted of fine-grained, fresh to slightly weathered, moderately strong to strong (R3/R4) rock with very close to closely spaced discontinuities in fair condition. Sandstone was encountered beginning at 27.8 feet and consisted of coarse- to medium-grained, slightly to moderately weathered, moderately strong to strong (R3/R4) rock with very close to closely spaced discontinuities in fair to poor condition. *Bedrock* characteristics appeared to be consistent with geologic map descriptions of Jurassic Twisp Formation (Jm_t).

Surface and Groundwater Hydrology

Surface water was observed in the Chewuch River channel at an elevation of approximately 1,741 feet. Groundwater was encountered in the explorations beginning at elevations ranging from 1,740.8 to 1,742.2 feet. Depth to top of groundwater in each borehole is summarized in the table below.

Table 2. Groundwater Elevations

Boring ID	Depth to Groundwater (ft)	Groundwater Elevation (ft)
B-1	20.2	1,740.8
B-2	23.5	1,742.5
B-3	23.8	1,742.2

Groundwater elevations outside of the river channel are expected to be higher than the surface of the river at most times since the channel is cut into surrounding *bedrock*, and conductivity rates in *bedrock* are extremely slow. Surface and groundwater elevations will fluctuate seasonally. Subsurface exploration was conducted during the autumn season and assuming the observed groundwater elevations to be representative maximum water elevations would result in potentially unconservative design. Autumn conditions do not represent maximum or necessarily even median annual groundwater levels.

CONCLUSIONS

Loose to medium dense *existing fill* poses a hazard to building the path below the bridge as the soil is not expected to support steep cuts. The proposed soil nail wall using grouted vertical elements to provide sufficient stand-up time for nail installation and shotcrete is anticipated to be a viable option. Installation of grouted vertical elements can improve standup time, but would require a large number of sub-horizontal inclinations due to low overhead clearance underneath the bridge deck. Staged construction can be used to minimize the required soil stand up time at the face of the excavation. The block wall would be subject to excessive settlement and overturning instability. Large boulders will be encountered during construction and could impede excavations and add to earthwork costs.

RECOMMENDATIONS

The recommendations presented throughout this chapter are intended to provide economically

feasible criteria at normally accepted risk levels. Specifically, the design should incorporate the following recommendations concerning earthwork and retaining walls.

Retaining Walls

Section A – A'. The proposed soil naild wall is feasible provided the recommendations in this report are followed. Low headroom between the bottom of the bridge and top of the wall will preclude the use of grouted vertical elements behind the wall facing; however, inclined grouted elements are feasible, though the required inclinations will require a large number of injection points. The vertical support elements should be designed and in accordance with recommendation for grouted vertical elements.

Section B – B'. The proposed MSE wall and lower soil nail wall are feasible provided the recommendations in this report are followed.

Section C – C'. The proposed soil nail wall and lower MSE wall are feasible provided the recommendations in this report are followed.

Soil Nailed Walls. We recommend designing soil nails with a nominal bond strength of 1,500 pounds per square foot. The maximum nail spacing in both vertical and horizontal directions should not exceed 5 feet. For walls less than 6 feet high, at least two rows of nails are required. We recommend designing soil nail walls using the procedures outlined in the *2015 Federal Highway Administration Reference Manual for Soil Nail Walls* (FHWA-NHI-14-007).

Grouted vertical elements for soil nail wall stand-up time. Provisions for installation of the soil nails in cohesionless soils with cobbles/boulders and collapsing hole conditions should be considered when designing soil nail shoring systems for these sites. The cohesionless soils at the face of excavations may exhibit poor standup time and ravel prior to installing the retention elements. To improve standup time and minimize the effects of raveling, we recommend installing 6-inch diameter grouted vertical elements on 1 foot centers just behind wall facing prior to beginning excavation. The maximum recommended cut height is 4 feet provided vertical elements are installed directly behind the wall face.

We recommend installing grouted vertical elements at the end of the bridge abutment to prevent progressive raveling of the slope face. We recommend top-down construction underneath the bridge deck to minimize exposed soil stand up time at the face of the excavation. The maximum recommended cut height is 3 feet underneath the bridge.

MSE Walls. MSE walls should be constructed of geosynthetic reinforcement and gravel borrow compacted to 92 percent of the AASHTO T 180 method of compaction. Design should be consistent with AASHTO LRFD Bridge Design Specifications. The recommended minimum length of the reinforcement is 70 percent of the wall height. Base preparation for the walls is described in the *Earthwork* section below.

Soil Parameters. New construction activities will be conducted in the *existing fill* and *CGS.* The characteristics of these layers are similar and are as follows:

Table 3. Soil Parameters

Unit Weight (pcf)[1]	125
Angle of Internal Friction (φ degrees)	34
Active Earth Pressure (psf/ft)[2]	35
Earth Pressure at Rest (psf/ft)	55
Passive Earth Pressure (psf/ft)	275[3]

1. Pounds per cubic foot
2. Pounds per square foot, per foot
3. Safety factor of 2 used in calculations

Slope Stability

Global stability analysis was conducted at on the section at Station 3+90. The calculated factor of safety for the trail is 1.4 (resistance factor of 0.7). The slope is not directly supporting the bridge structure, nor would a slope failure adversely affect the bridge.

Earthwork

Site preparation and fill placement. Site preparation and placement of fill materials should be accomplished in general accordance with *WSDOT Construction Manual; Chapter 2: Earthwork* and *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction; Division 2: Earthwork*.

Slopes. Due to varying construction methods and conditions, temporary cuts should be the responsibility of the contractor. The encountered soils are predominately Type C materials per Washington Industrial Safety and Health Act excavation criteria. Protect completed surfaces as soon as possible with mechanical or bio-technical erosion control.

Protection of subgrade. Following site preparation, protect surfaces from degradation during inclement weather. Protection measures include erosion control maintenance and preventing driving on wet subgrade soil. Reduce frost penetration in freezing weather by leaving surfaces of soil un-compacted if left for an extended duration. Prevent frost penetration in freezing weather by covering soils, such as placing a temporary loose, insulating layer of soil on top.

Verification and application. Retain a qualified earthwork technician present during fill and backfill operations to observe and test each lift of fill. Frequency of testing should be 2 tests per 2,000 square feet or fraction thereof per lift. A representative of the Geotechnical Engineer is best suited to provide such testing.

Riprap anchor trench. We recommend keying riprap into *bedrock* with minimum trench dimensions of 6-foot-wide by 3-foot-deep anchor trench. Riprap should be placed no steeper than 1.5 horizontal to 1 vertical.

Additional Services

Effective geotechnical services involve cooperation with the owner, designer, and constructor as follows:

1. Preliminary study to assist in planning and to economically adapt the project to its geologic environment.
2. Soil exploration and analysis to characterize subsurface conditions and recommend design

criteria.
3. Consultation with the designer to adapt the specific design to the site in accordance with the recommendations.
4. Construction observation to verify the conditions encountered and to make recommendations for modifications, as necessary.
5. Construction material testing, quality control, and special inspection.

This report satisfies Items 1 through 3 of the 5-phase endeavor. We are eager to provide assistance with design and construction as appropriate to assist in completing a safe and economical project.

FIELD EXPLORATION

The fieldwork was conducted by staff geologist Kaila Savage and supervised by John Finnegan, PE, on October 21 and 22, 2024. The field activities generally consisted of the following:

- Reconnaissance of the site and surrounding area;
- Logging subsurface conditions in 3 test borings;
- Obtaining split-spoon samples as well as sonic and rock core samples of the encountered materials.

Results are presented in *Figures*.

Test Borings

Borings were advanced utilizing a truck-mounted Geoprobe® 3100GT equipped with an automatic drop hammer and a 4.5-inch outside diameter air rotary overburden system. The air rotary method involves circulating air through a specially designed pilot bit that engages with a casing bit during drilling but disengages upon reversal of rotation to allow retrieval of the drill stem at desired sampling depths.

Soil Samples

Samples were obtained by driving split-spoon samplers through the temporarily open end of the drill casing.

Standard Penetration Tests (SPTs) - ASTM D 1586. SPTs were conducted by driving a 2-inch outside diameter split-spoon sampler with a hydraulicly operated automatic drop hammer using a 140-pound driving mass which free falls 30 inches. The resulting blow count for each foot of sampler advancement, represents an uncorrected N-value, that is presented in the *Test Boring Logs*. The energy ratio (ER) is much higher with the automatic drop hammer compared to the reference cathead/rope system.

3-Inch Split Spoon Samples (3” SS) - ASTM D 3550. Split-spoon samples were obtained with a 3.0-inch outside by 2.4-inch inside diameter split-spoon sampler similar to the SPT sampler. Blow counts with the 3” SS do not represent SPT N-values since the end area of the 3” SS is approximately twice that of the standard sampler. A correction factor of 0.56 was applied to blow counts to estimate the representative SPT N-value presented in the *Test Boring Logs*.

Rock Core Samples

Cylindrical *bedrock* samples were collected by the diamond coring method utilizing NQ3 triple

tube core barrels. Samples were measured for percent recovery and percent rock quality designation (RQD), then retained in a standard core box. RQD is determined by summing the length of core pieces larger than 4 inches and dividing this value by the total length of the core run, expressed in percentage.

Soil and Rock Classification

Field descriptions of soils and rock were completed in accordance with the current version of the Washington State Department of Transportation, *Geotechnical Design Manual* (GDM), M 46-03, except that fines (silt and clay) were described in accordance with ASTM D 2487. *Whereas the GDM uses the terms 'silty' and 'clayey' to describe a very broad range of fines from 10 to 49 percent; ASTM D 2487 uses those terms for percentages greater than 12 and the term 'with' for fines ranging from 5 to 12 percent, which is typically necessary to describe variations relevant to soil permeability per the SMMEW.* A key to the descriptions is provided in *Guide to Soil and Rock Descriptions.*

Location

Horizontal & vertical control. The *Site Plans* were reproduced from plans provided by SCJ, dated March 2024, and are based on measured offsets from existing site features at the time of exploration.

Elevations listed in the *Test Boring Logs* are based on topographic survey information also provided by SCJ. Horizontal and vertical locations can be considered accurate to within 5-foot and 1-foot respectively, relative to the information provided.

LABORATORY ANALYSIS

Laboratory testing was performed on representative samples of the soils encountered to provide data used in our assessment of soil characteristics.

Tests were conducted, where practical, in accordance with nationally recognized standards (ASTM, AASHTO, etc.), which are intended to model in-situ soil conditions and behavior. The results are presented in *Figures*.

Index Parameters

Moisture content – ASTM D2216. Moisture contents were determined by direct weight proportion (weight of water/weight of dry soil) determined by drying soil samples in an oven until reaching constant weight.

Gradation – ASTM D6913. Gradation analysis was performed by the mechanical sieve method. The mechanical sieve method is utilized to determine particle size distribution based upon the dry weight of sample passing through sieves of varying mesh sizes. The results of gradation are provided in *Grain Size Distribution Results*.

Atterberg Limits – ASTM D4318. Atterberg limits describe the properties of the fine-grained constituents of soils by relating the water content to the plastic and liquid limits of engineering behavior. As the water content increases, the state of the soil changes from a brittle solid, to a plastic solid, and then to a viscous liquid.

The liquid limit (LL) is the water content above which the soil tends to behave as a viscous liquid. Similarly, the plastic limit (PL) is defined as the water content below which the soil tends to behave as a brittle solid. The plasticity index describes the range of water content over which a soil is plastic and is derived by subtracting the PL from the LL. The soil is classified as "non-plastic" if rolling a 1/8-inch bead is not possible at any water content.

LIMITATIONS

The conclusions and recommendations presented herein are based upon the results of field explorations and laboratory testing results. They are predicated upon our understanding of the project, its design, and its location as defined by the client. We endeavored to conduct this study in accordance with generally accepted geotechnical engineering practices in this area.

This GER presents our professional interpretation of exploration data developed, which we believe meets the standards of the geotechnical profession in this area; we make no other warranties, express or implied. Attached is a document titled "*Important Information About Your Geotechnical Engineering Report,*" which we recommend you review carefully to better understand the context within which these services were completed.

Unless test locations are specified by others or limited by accessibility, the scope of analysis is intended to develop data from a representative portion of the site. However, the areas tested are discrete. Interpolation between these discrete locations is made for illustrative purposes only but should be expected to vary. If a greater level of detail is desired, the client should request an increased scope of exploration.

REFERENCES

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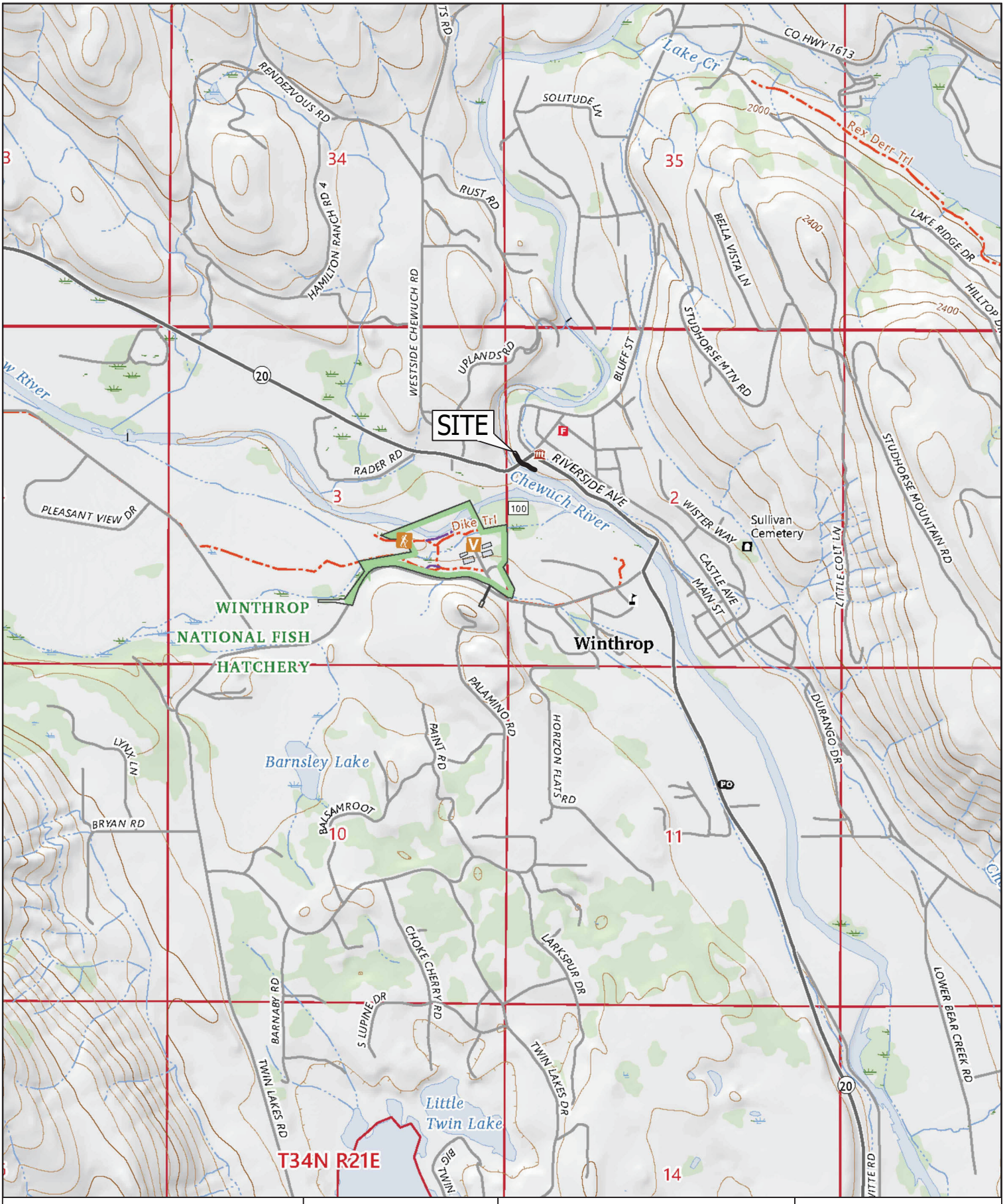


N

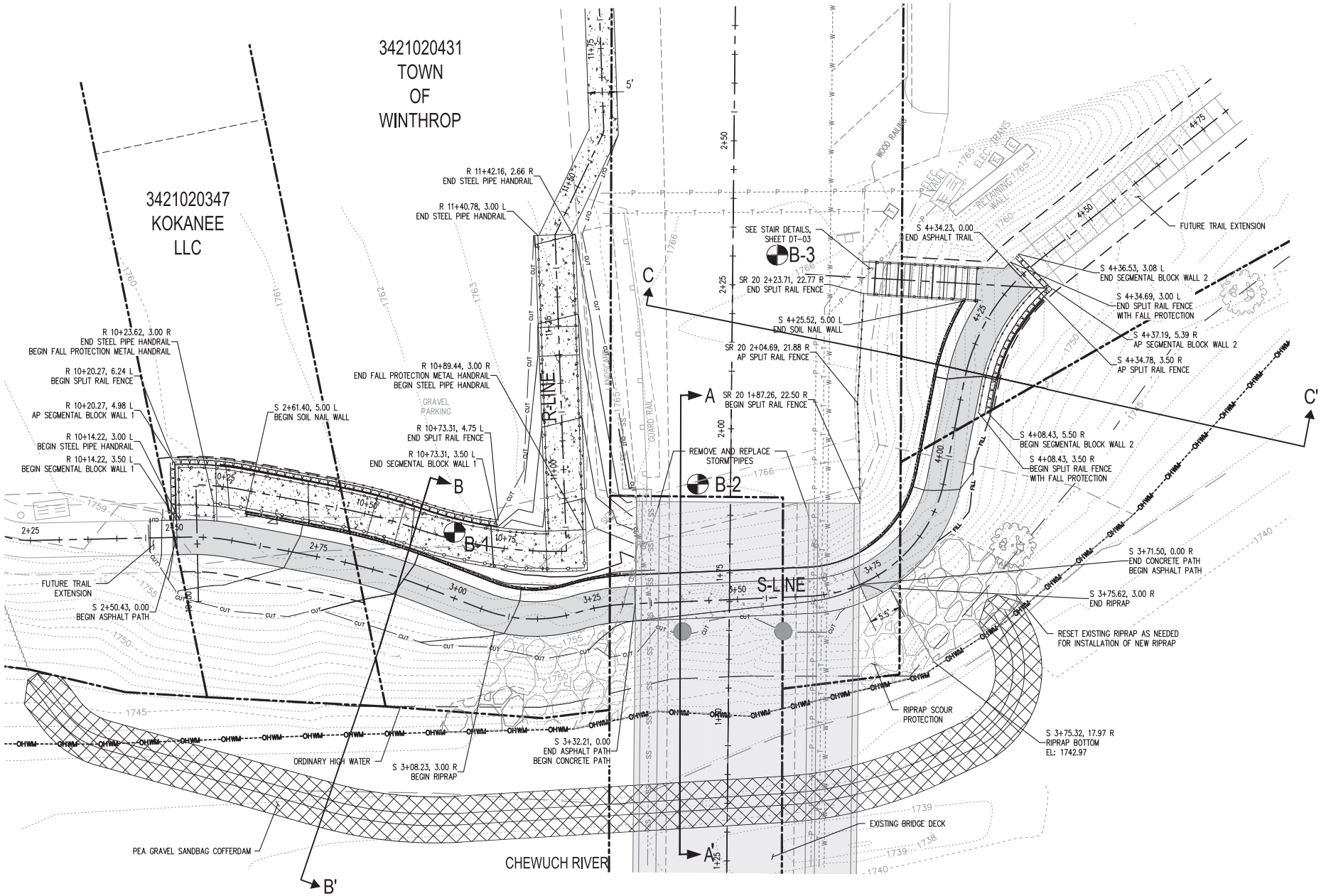
SCALE: 1"=2000'

0 1000 2000

SECTION 2
T 34 N R 21 E
USGS 2024

Budinger & Associates

VICINITY MAP	FIGURE 1
CHEWUCH BRIDGE PEDESTRIAN UNDERPASS WINTHROP, WASHINGTON	PROJECT NUMBER S24424
	DATE: 10/2024



BORING LOCATION (B-1)

BASE PLAN BY
SCJ ALLIANCE DATED
2/2025

Budinger & Associates

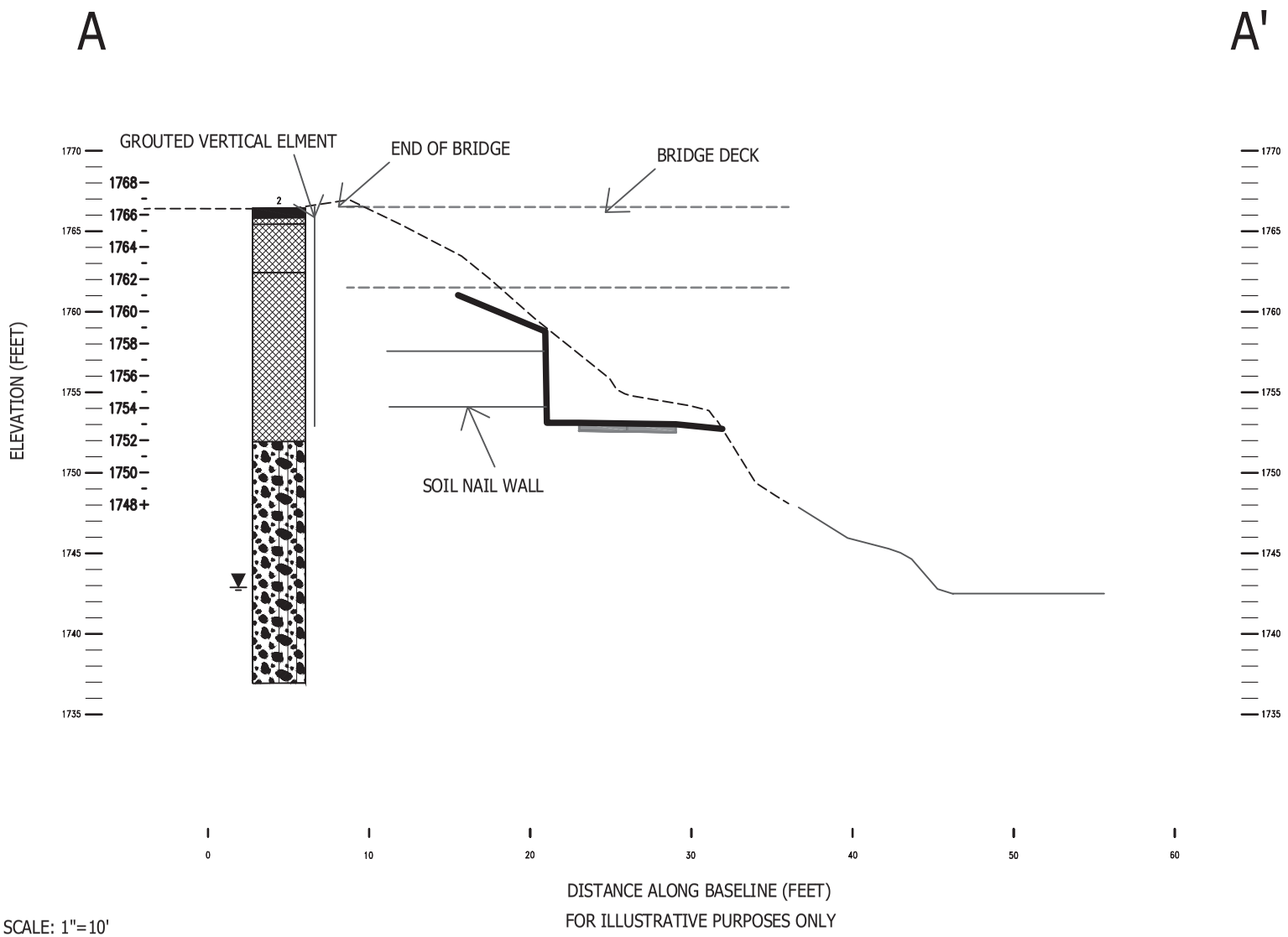
SITE PLAN

CHEWUCH BRIDGE PEDESTRIAN UNDERPASS
WINTHROP, WASHINGTON

FIGURE 2-1

PROJECT NUMBER S24424

DATE: 3/2025



EXISTING PAVEMENT/FILL

COARSE-GRAINED SOIL

GROUNDWATER SURFACE

PLANS PROVIDED BY
SCJ ALLIANCE CONSULTING SERVICES
DATED NOVEMBER 2024

Budinger & Associates

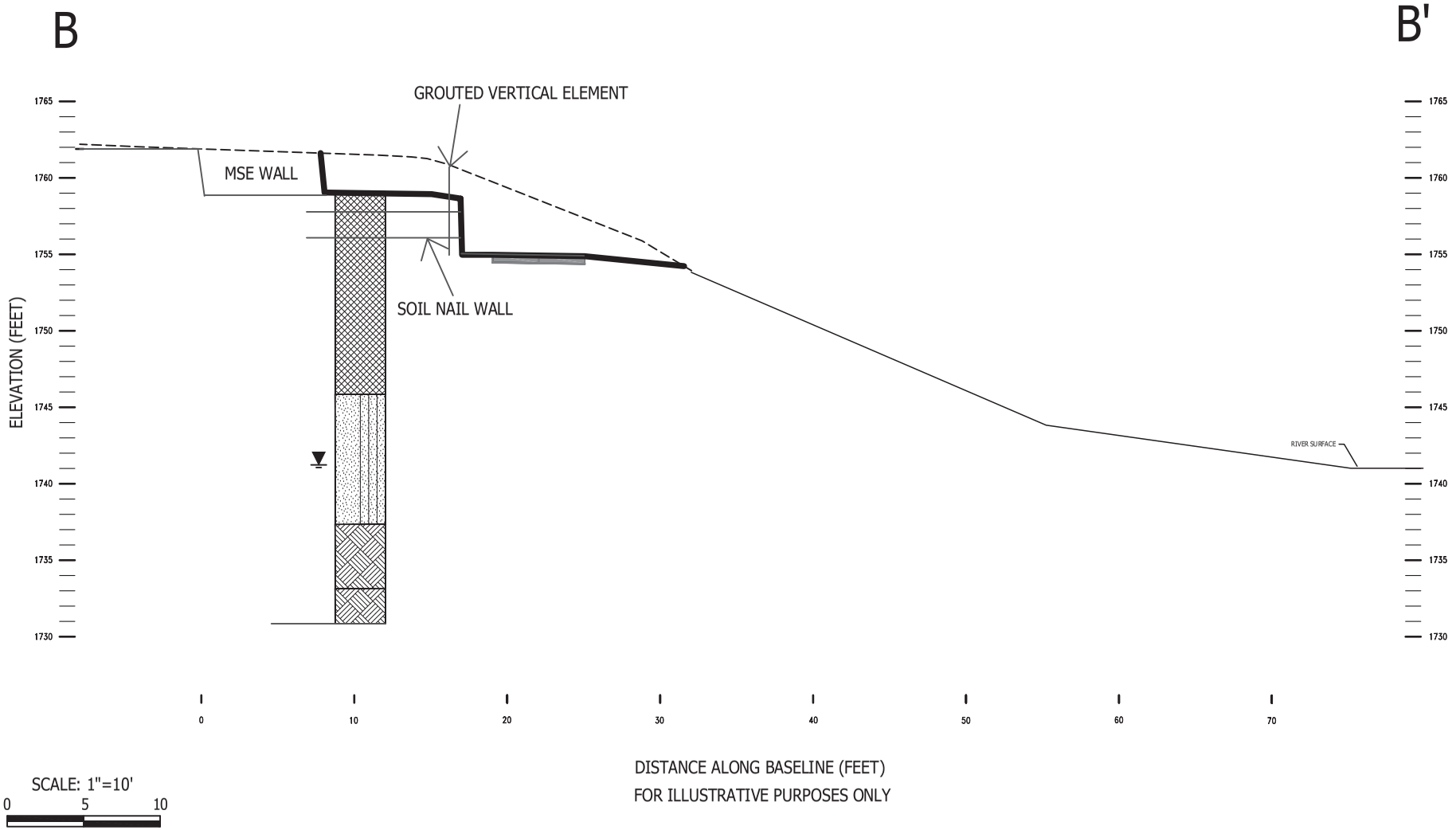
PROFILE A - A'

CHEWUCH BRIDGE PEDESTRIAN UNDERPASS
WINTHROP, WASHINGTON

FIGURE 2-2

PROJECT NUMBER S24424

DATE: 3/2025



EXISTING PAVEMENT/FILL
COARSE-GRAINED SOIL
BEDROCK
GROUNDWATER SURFACE

PLANS PROVIDED BY
SCJ ALLIANCE CONSULTING SERVICES
DATED NOVEMBER 2024

Budinger & Associates

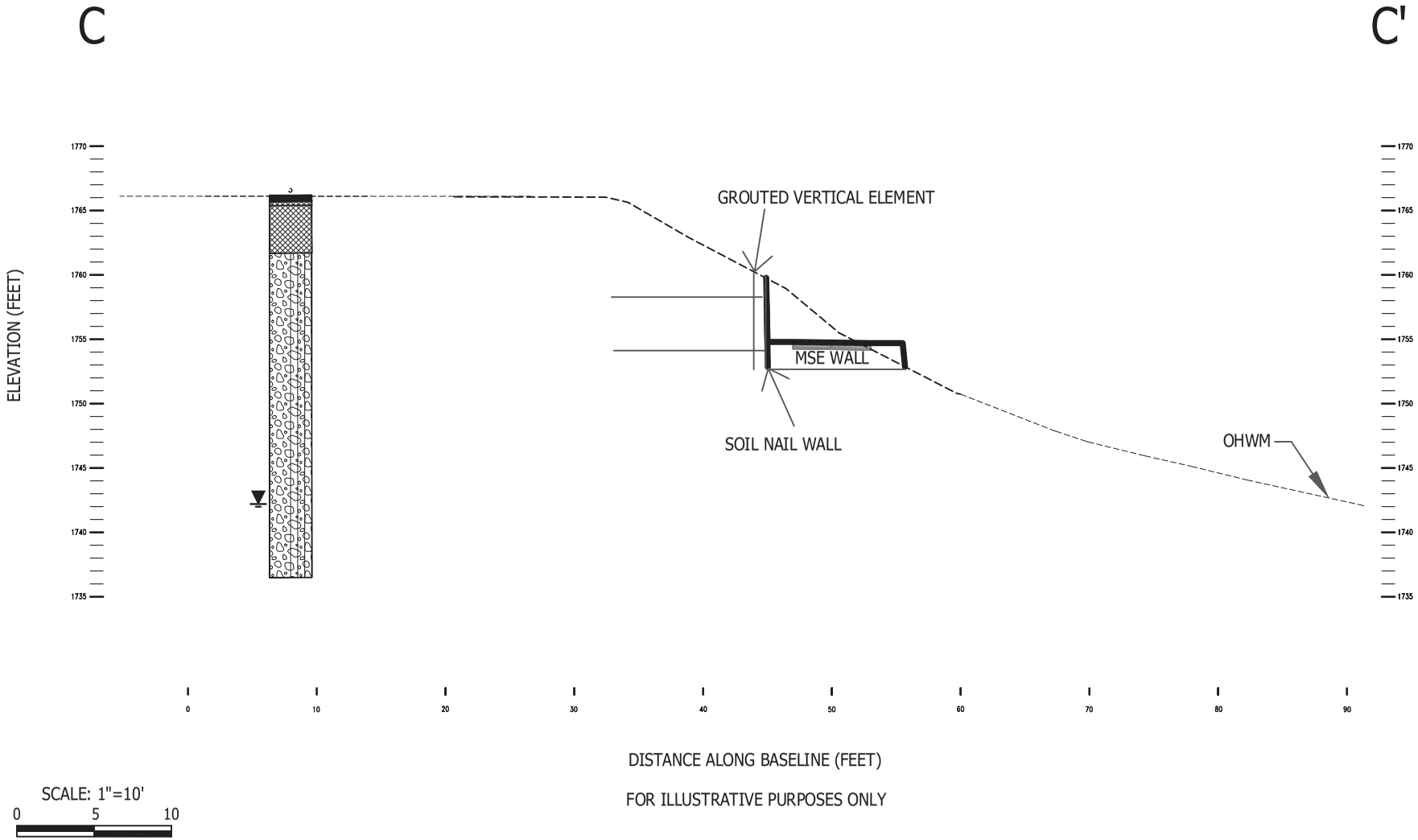
PROFILE B - B'

CHEWUCH BRIDGE PEDESTRIAN UNDERPASS
WINTHROP, WASHINGTON

FIGURE 2-3

PROJECT NUMBER S24424

DATE: 3/2025



EXISTING PAVEMENT/FILL
COARSE-GRAINED SOIL
GROUNDWATER SURFACE

PLANS PROVIDED BY
SCJ ALLIANCE CONSULTING SERVICES
DATED NOVEMBER 2024

Budinger & Associates

PROFILE C - C'

CHEWUCH BRIDGE PEDESTRIAN UNDERPASS
WINTHROP, WASHINGTON

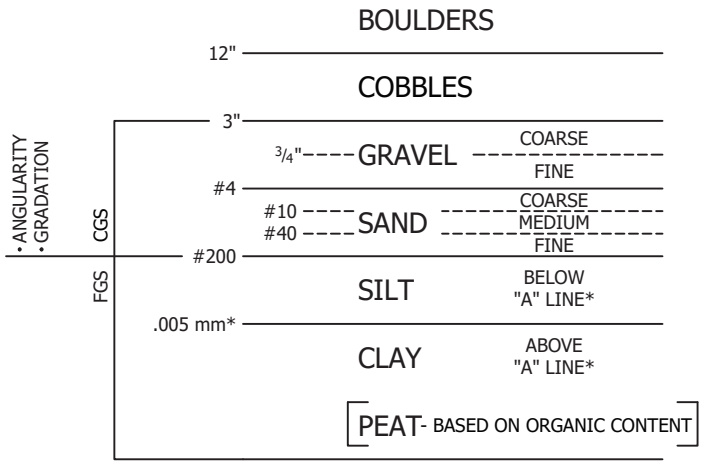
FIGURE 2-4

PROJECT NUMBER S24424

DATE: 3/2025

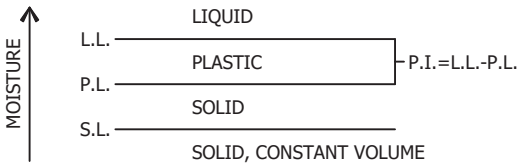
GUIDE TO SOIL & ROCK DESCRIPTIONS

SOIL CLASSIFICATION

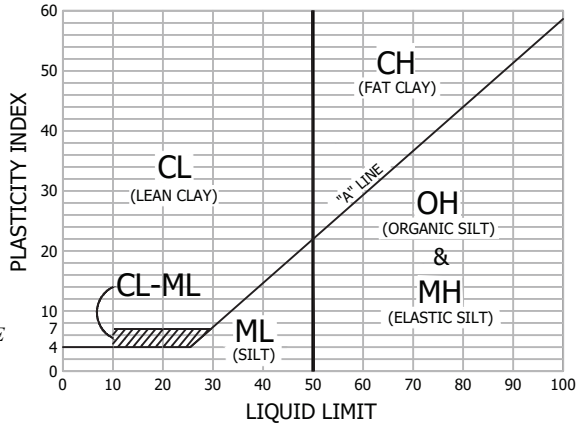


** SEE PLASTICITY CHART*
CGS - COARSE GRAINED SOIL - MORE THAN 50% RETAINED ON A #200 SIEVE
FGS - FINE GRAINED SOIL - 50% MORE PASSES, #200 SIEVE
FINES - PORTION FINER THAN #200 SIEVE

ATTERBERG LIMITS



PLASTICITY CHART



NOTE - CHART APPLIES TO FGS AND MINUS #40 SIEVE FRACTION OF CGS

GUIDE TO SOIL DESCRIPTION MODIFIERS, MOISTURE, AND CONDITION PRESENTED ON LOGS

MODIFIER	ESTIMATED PERCENTAGE OF MATERIAL
SUFFIX "LY" OR "Y"	30% OR MORE FOR COARSE PARTS IN FGS GREATER THAN 12% FOR FINES IN CGS
WITH	15% - 29% FOR COARSE PARTS IN FGS 5% - 12% FOR FINES IN CGS

NOTE - VISUAL ESTIMATES OF MATERIAL PERCENTAGES TYPICALLY VARY 0 TO 10% FROM THOSE DETERMINED BY LABORATORY TESTING.

MOISTURE

- DRY
- MOIST
- SATURATED OR WET

SOIL CONDITION

CGS:
- VERY LOOSE
- LOOSE
- MEDIUM DENSE
- DENSE
- VERY DENSE

FGS:
- VERY SOFT
- SOFT
- MEDIUM STIFF
- STIFF
- VERY STIFF
- HARD

SAMPLES

- STANDARD 2" PENETRATION TEST SAMPLER WITH BLOWS PER FOOT
- 3" SPLIT SPOON SAMPLER WITH BLOWS PER FOOT
- DRILL CUTTING SAMPLE
- BULK SAMPLE
- THIN-WALLED TUBE SAMPLE
- DIAMOND CORE RUN WITH % RECOVERY & ROCK QUALITY DESIGNATION
- 2.5" SPLIT SPOON SAMPLER WITH BLOWS PER FOOT
- CONTINUOUS SOIL SAMPLE
- R — REFUSAL OF SAMPLE (50+ BLOWS PER 6")

ROCK WEATHERING	ROCK CONDITION
FRESH	EXTREMELY WEAK
SLIGHTLY WEATHERED	VERY WEAK
MODERATELY WEATHERED	MODERATELY WEAK
HIGHLY WEATHERED	MODERATELY STRONG
COMPLETELY WEATHERED	STRONG
RESIDUAL SOIL	VERY STRONG

Budinger & Associates

FIGURE 3

TEST BORING 1

Date of Boring: 10-21-24
Driller: Budinger & Assoc., Inc.
Type of Drill: Geoprobe 3100 GT, automatic SPT hammer
Location: gravel parking lot; STA 2+95; 12 feet left
Surface: gravel

Elevation: 1761 ft
Logged by: K. Savage
Size of hole: air rotary overburden system, 4.5 in O.D. casing

DEPTH	SAMPLES	RQD, SPT N (% RECOVERY) (Blows per 6")	MOISTURE, COLOR, CONDITION	DESCRIPTION	SOIL LOG
0			dry, gray, loose	crushed gravel, coarse to fine, angular - 8 inches (existing pavement)	
			dry, gray, loose to medium dense	GRAVEL with Silt, Sand, Cobbles, and occassional Boulders, coarse to fine, subangular to subrounded (existing fill)	
5		11 (50%) *(10-9-11)*			
10		6 (38%) *(3-5-6-10)*			
				13.5 to 14.5 feet: boulder encountered	
15		29 (44%) *(5-4-25)*	dry, light brown, dense	POORLY GRADED SAND with Silt, Gravel, Cobbles, and occassional Boulders, medium to fine, subangular to subrounded (CGS)	
				18.5 to 19 feet: boulder encountered	
20		34 (72%) *(20-20-14)*		20.2 feet: groundwater encountered	
			dark gray	ARGILLITE, fine grained, fresh to slightly weathered, moderately strong (R3) to strong rock (R4), very close to closely spaced discontinuities in fair condition (bedrock) Fracture Frequency = 12+	
25		0 (89%)			
		0 (100%)	light gray	SANDSTONE, coarse to medium grained, slightly to moderately weathered, moderately weak (R2) to moderately strong (R3), very close to closely spaced discontinuities in fair to poor condition (bedrock) Fracture Frequency = 12+	
30				End of Boring @ 30 ft	
35					

TEST RESULTS

ATTERBERG LIMITS
PL — LL
WATER CONTENT ○
STANDARD PEN TEST, N-VALUE (OBSERVED) ◪
APPROX. SPT N-VALUE USING 3" SAMPLER ■

10 20 30 40 50 60 70 80 90

LOGS WITHOUT WELL WITH TESTS TOWN OF WINTHROP RIVERWALK.GPJ GINT STD US.GDT 11/20/24

Budinger & Associates
1101 North Fancher Road
Spokane Valley, WA 99212

BORING LOGS

FIGURE 4-1

Project: Chewuch Bridge Pedestrian Underpass
Location: Winthrop, Washington
Number: S24424

TEST BORING 2

Date of Boring: 10-22-24
Driller: Budinger & Assoc., Inc.
Type of Drill: Geoprobe 3100 GT, automatic SPT hammer
Location: SR20 westbound lane; STA 3+45; 20 feet left
Surface: asphalt concrete pavement

Elevation: 1766 ft
Logged by: K. Savage
Size of hole: air rotary overburden system, 4.5 in O.D. casing

DEPTH	SAMPLES	RQD, SPT N (% RECOVERY) (Blows per 6")	MOISTURE, COLOR, CONDITION	DESCRIPTION	SOIL LOG
0				asphalt - 7 inches (existing pavement)	
	26 (92%) (32-26-21-24)		dry, dark brown, medium dense to dense	Crushed gravel - 4 inches (existing pavement) SAND with Gravel and Cobbles, coarse to fine, subangular to angular (existing fill)	
5	15 (56%) (4-7-8)		dry, dark brown, medium dense	POORLY GRADED SAND with Gravel, Cobbles, and Boulders, coarse to medium, subangular to angular (exisitng fill)	
			loose		
10	8 (67%) (4-4-4)				
				14 to 14.5 feet: boulder	
15	62 (72%) (17-16-46)		dry, gray, very dense	WELL GRADED GRAVEL with Silt, Sand, Cobble, and Boulders, coarse to fine, subangular to subrounded (CGS)	
				18 to 23 feet: boulder	
20	R (0%) (50/1")				
				23.5 feet: groundwater encountered	
25	43 (78%) (18-21-22)		wet, dark brown, dense		
				26.5 to 27.5 feet: sand lense	
				28 feet: boulder	
30	R (0%) (50/0")			End of Boring @ 29.5 ft	
35					

TEST RESULTS

ATTERBERG LIMITS
PL — LL
WATER CONTENT ○
STANDARD PEN TEST, N-VALUE (OBSERVED) ◪
APPROX. SPT N-VALUE USING 3" SAMPLER ■

10 20 30 40 50 60 70 80 90

+100 +100

LOGS WITHOUT WELL WITH TESTS TOWN OF WINTHROP RIVERWALK.GPJ GINT STD US.GDT 11/20/24

Budinger & Associates
1101 North Fancher Road
Spokane Valley, WA 99212

BORING LOGS **FIGURE 4-2**

Project: Chewuch Bridge Pedestrian Underpass
Location: Winthrop, Washington
Number: S24424

TEST BORING 3

Date of Boring: 10-22-24
Driller: Budinger & Assoc., Inc.
Type of Drill: Geoprobe 3100 GT, automatic SPT hammer
Location: SR20 eastbound lane; STA 3+55; 60 feet left
Surface: asphalt concrete pavement

Elevation: 1766 ft
Logged by: K. Savage
Size of hole: air rotary overburden system, 4.5 in O.D. casing

DEPTH	SAMPLES	RQD, SPT N (% RECOVERY) (Blows per 6")	MOISTURE, COLOR, CONDITION	DESCRIPTION	SOIL LOG
0				asphalt - 6 inches (existing pavement)	
			dry, dark brown, dense to very dense	Crushed gravel - 3 inches (existing pavement) / WELL GRADED GRAVEL with Silt, Sand, Cobble, and Boulders, coarse to fine, subangular to subrounded (existing fill)	
	51 *(56-46-45)*	(89%)			
5	59 *(20-27-32)*	(72%)	dry, brown, very dense	POORLY GRADED GRAVEL with Silt, Sand, Cobbles, and Boulders, coarse to fine, subangular to subrounded (CGS)	
				8.5 to 9.5 feet: boulder	
10	24 *(30-10-14)*	(44%)	medium dense		
				12 to 14.5 feet: boulder	
15	16 *(12-10-6)*	(44%)			
				(16.5 to 19 feet: rapid drill advancement)	
20	R *(62-50/2")*	(88%)	very dense		
				23.8 feet: groundwater encountered	
25	56 *(38-40-16)*	(78%)	wet, dark brown		
				(27 to 29.7 feet: slow drill advancement)	
30	R *(50/2")*	(100%)		End of Boring @ 29.7 ft	
35					

TEST RESULTS

ATTERBERG LIMITS
PL — LL
WATER CONTENT ○
STANDARD PEN TEST, N-VALUE (OBSERVED) ◪
APPROX. SPT N-VALUE USING 3" SAMPLER ■

10 20 30 40 50 60 70 80 90

+100

+100

LOGS WITHOUT WELL WITH TESTS TOWN OF WINTHROP RIVERWALK.GPJ GINT STD US.GDT 11/20/24

Budinger & Associates
1101 North Fancher Road
Spokane Valley, WA 99212

BORING LOGS

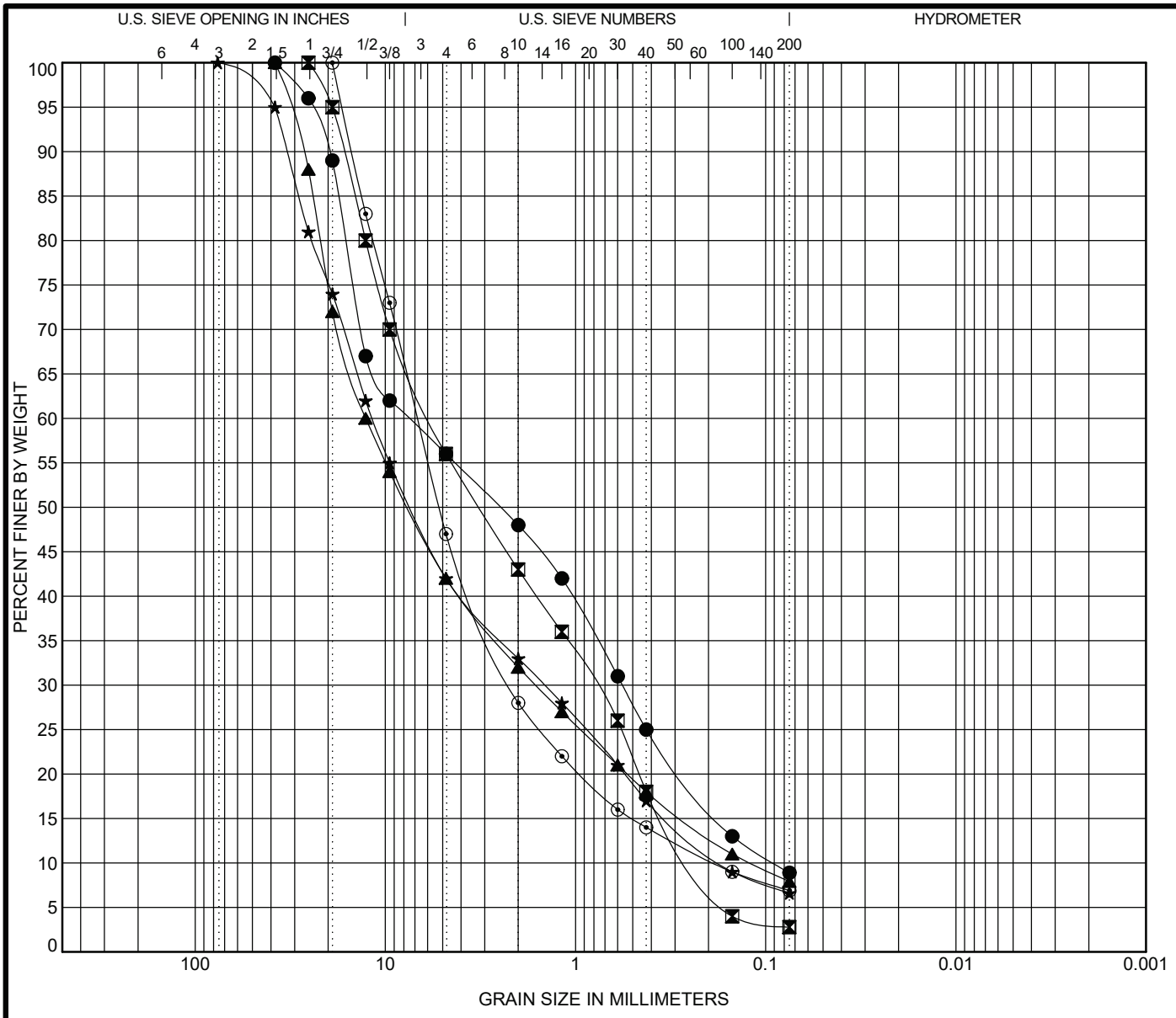
FIGURE 4-3

Project: Chewuch Bridge Pedestrian Underpass
Location: Winthrop, Washington
Number: S24424

SOIL MECHANICS
LABORATORY SUMMARY

		Units	Test Methods					
LABORATORY NUMBER				24-5592	24-5594	24-5591	24-5593	24-5595
BORING NUMBER				B-3	B-2	B-2	B-1	B-3
DEPTH	TOP	feet		2	9 1/2	14 1/2	20	24 1/2
	BOTTOM	feet		3 1/2	11	16	21 1/2	26
STRATUM				*existing fill*		*CGS*		
MOISTURE CONTENT		%	ASTM D2216	3.3	2.1	6.3	10.5	7.4
pH			AASHTO T289		8.5			7.8
LIQUID LIMIT		%	ASTM D4318					
PLASTIC LIMIT		%						
PLASTICITY INDEX		%		NP	<5%	NP	NP	NP
UNIFIED CLASSIFICATION			ASTM D2487	GW-GM	SP	GW-GM	SP-SM	GP-GM
SIEVE ANALYSIS			ASTM D6913					
	3"			100				
	1 1/2"			95		100	100	
S	1"	%		81	100	88	96	
I	3/4"			74	95	72	89	100
E	1/2"	P		62	80	60	67	83
V	3/8"	A		55	70	54	62	73
E	#4	S		42	56	42	56	47
	#10	S		33	43	32	48	28
S	#16	I		28	36	27	42	22
I	#30	N		21	26	21	31	16
Z	#40	G		17	18	18	25	14
E	#100			9	4	11	13	9
	#200			6.6	2.8	7.9	8.9	6.9

NP = Non-plastic



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	LL	PL	PI	Cc	Cu
●	1	20.0	POORLY GRADED SAND with SILT and GRAVEL(SP-SM)	NP	NP	NP	0.47	83.77
⊠	2	9.5	POORLY GRADED SAND with GRAVEL(SP)				0.45	24.89
▲	2	14.5	WELL-GRADED GRAVEL with SILT and SAND(GW-GM)	NP	NP	NP	1.72	105.88
★	3	2.0	WELL-GRADED GRAVEL with SILT and SAND(GW-GM)	NP	NP	NP	1.06	68.42
⊙	3	24.5	POORLY GRADED GRAVEL with SILT and SAND(GP-GM)	NP	NP	NP	3.86	36.55

	Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	1	20.0	38.1	7.567	0.566	0.09	44.1	47.0	8.9	
⊠	2	9.5	25.4	5.834	0.786	0.234	44.2	53.0	2.8	
▲	2	14.5	38.1	12.7	1.619	0.12	58.1	34.0	7.9	
★	3	2.0	76.2	11.689	1.457	0.171	58.0	35.3	6.6	
⊙	3	24.5	19	6.753	2.193	0.185	53.2	39.9	6.9	

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Spokane Valley, WA 99212

GRAIN SIZE DISTRIBUTION

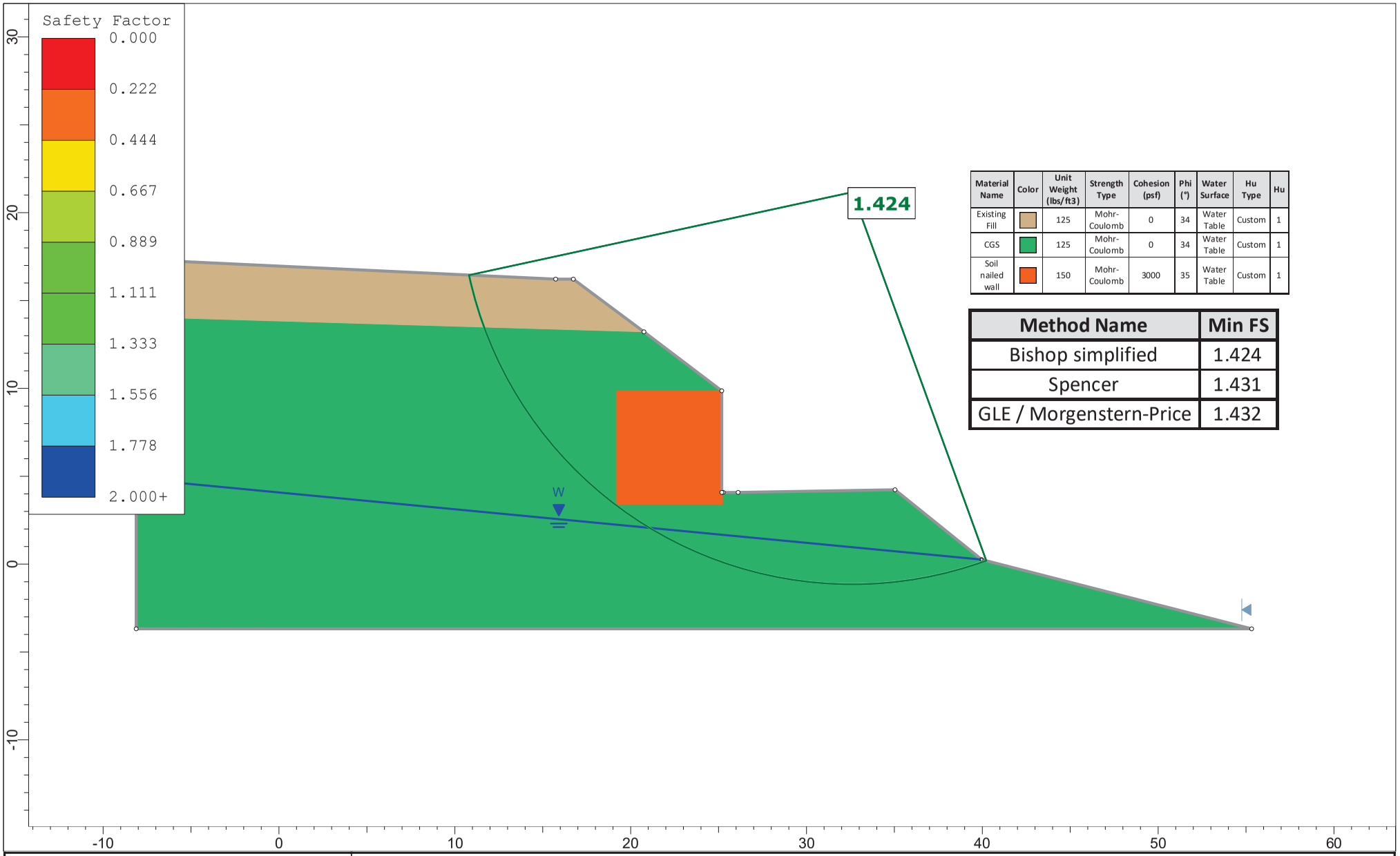
Project: Chewuch Bridge Pedestrian Underpass

Location: Winthrop, Washington

Number: S24424

Figure 6

GRAINSIZE WO FIGURE # TOWN OF WINTHROP RIVERWALK.GPJ GINT STD.US.GDT 11/20/24



Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (°)	Water Surface	Hu Type	Hu
Existing Fill		125	Mohr-Coulomb	0	34	Water Table	Custom	1
CGS		125	Mohr-Coulomb	0	34	Water Table	Custom	1
Soil nailed wall		150	Mohr-Coulomb	3000	35	Water Table	Custom	1

Method Name	Min FS
Bishop simplified	1.424
Spencer	1.431
GLE / Morgenstern-Price	1.432

rocscience

SLIDEINTERPRET 9.034

Project	Slide2 - An Interactive Slope Stability Program		
Group	Group 1	Scenario	Scenario 2
Drawn By	G. Charon	Company	BAI
Date	3/14/2025, 9:54:32 AM	File Name	Slide1.1.slmd

FIGURE 7

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) 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.

"General Decision Number: **WA20260001 01/23/2026**
Superseded General Decision Number: WA20250001
State: Washington
Construction Type: Highway
Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date
0	01/02/2026
1	**01/23/2026**

CARP0059-021 06/01/2025

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CARPENTER		
Assistant Diver Tender, ROV Tender/Technician	$ 50.76	17.28
Bridge, Dock, and Wharf Carpenter	$ 48.21	17.28
Carpenter	$ 44.21	17.28
Diver Standby	$ 55.24	17.28
Diver Tender, Manifold Operator, ROV Operator	$ 54.24	17.28
Diver Wet	$ 110.48	17.28
Manifold Operator-Mixed Gas	$ 58.24	17.28
Piledriver: Includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling	$ 49.76	17.28

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0096-002 06/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
MILLWRIGHT	$ 55.39	22.38

CARP0096-007 06/01/2025

SOUTHWEST WASHINGTON: CLARK, COWLITZ, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
MILLWRIGHT	$ 59.35	22.38

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* CARP0196-004 06/01/2025

CLARK, COWLITZ, *PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES
*PORTION OF PACIFIC COUNTY SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO WILLAPA BAY TO THE PACIFIC OCEAN, AND THENCE NORTH THROUGH THE NATURAL WATERWAY TO THE PACIFIC OCEAN (THIS INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY)

	Rates	Fringes
Piledriver	$ 56.06	16.81

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* CARP0196-006 06/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, *PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES
* PORTION OF PACIFIC COUNTY NORTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN COUNTIES OR PARTS OF COUNTIES EAST OF THE 120TH MERIDIAN

	Rates	Fringes
Piledriver	$ 65.53	19.13

CARP0206-009 06/01/2025

KING AND KITSAP COUNTIES

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTER	$ 65.58	19.13
CARPENTER	$ 63.98	19.13
DIVER TENDER	$ 71.77	19.13
DIVER	$ 125.44	19.13

CARP0360-006 09/15/2025

PACIFIC COUNTY
PORTION OF PACIFIC COUNTY NORTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN COUNTIES OR PARTS OF COUNTIES EAST OF THE 120TH MERIDIAN

	Rates	Fringes
Carpenters:		
Bridge Carpenter	$ 65.58	19.13
Carpenter/Drywall Hanger	$ 63.98	19.13
Diver Tender	$ 71.77	19.13
Diver	$ 125.44	19.13

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0360-007 06/01/2025

PACIFIC COUNTY
PORTION OF PACIFIC COUNTY SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO WILLAPA BAY TO THE PACIFIC OCEAN, AND THENCE NORTH THROUGH THE NATURAL WATERWAY TO THE PACIFIC OCEAN (THIS INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY)

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 54.69	16.81
DIVERS TENDERS	$ 64.32	16.81
DIVERS	$ 108.33	16.81
DRYWALL	$ 54.59	16.81

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0360-013 06/01/2025

GRAYS HARBOR, LEWIS, MASON, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTER	$ 65.58	19.13
CARPENTER	$ 63.98	19.13
DIVER TENDER	$ 71.77	19.13
DIVER	$ 125.44	19.13

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0425-006 09/15/2025

CLALLAM, ISLAND, JEFFERSON, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTER	$ 65.58	19.13
CARPENTER	$ 63.98	19.13
DIVER TENDER	$ 71.77	19.13
DIVER	$ 125.44	19.13

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP0503-021 06/01/2025

CLARK, COWLITZ, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 54.69	16.81
DIVERS TENDERS	$ 64.32	16.81
DIVERS	$ 108.33	16.81
DRYWALL	$ 54.59	16.81

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

CARP1607-010 06/01/2025

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KLICKITAT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
MILLWRIGHT	$ 61.62	20.43

ELEC0046-001 08/04/2025

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 83.56	33.71
ELECTRICIAN	$ 75.96	33.48

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* ELEC0048-003 01/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	$ 63.50	29.73

HOURLY ZONE PAY:

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

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:
Zone 1: 31-50 miles $1.50/hour
Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2025

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	$ 63.50	29.73

ELEC0073-001 07/01/2025

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 34.10	16.68
ELECTRICIAN	$ 49.55	19.09

ELEC0076-002 08/31/2025

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 71.65	26.76
ELECTRICIAN	$ 65.14	26.56

ELEC0112-005 06/01/2025

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 63.00	27.87
ELECTRICIAN	$ 60.00	27.78

ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.23	17.73
ELECTRICIAN	$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 40.82	17.63
ELECTRICIAN	$ 42.45	21.34

ENGI0302-092 06/01/2025

KING AND SNOHOMISH COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 61.93	27.57
Group 1A	$ 62.85	27.57
Group 1AA	$ 63.75	27.57
Group 1AAA	$ 64.66	27.57
Group 2	$ 61.14	27.57
Group 3	$ 60.46	27.57
Group 4	$ 56.63	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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ENGI0302-093 06/01/2025

SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 61.47	27.57
Group 1A	$ 62.39	27.57
Group 1AA	$ 63.29	27.57
Group 1AAA	$ 64.19	27.57
Group 2	$ 60.69	27.57
Group 3	$ 60.02	27.57
Group 4	$ 56.19	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through

44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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ENGI0302-094 06/01/2025

KITSAP COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 60.93	27.57
Group 1A	$ 61.83	27.57
Group 1AA	$ 62.73	27.57
Group 1AAA	$ 63.62	27.57
Group 2	$ 60.14	27.57
Group 3	$ 59.49	27.57
Group 4	$ 55.68	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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ENGI0302-095 06/01/2025

CHELAN(WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS(WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KITTITAS(WEST OF THE 120TH MERIDIAN), MASON, OKANOGAN(WEST OF THE 120TH MERIDIAN), SAN JUNA, AND YAKIMA(WEST OF THE 120TH MERIDIAN) COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 60.67	27.57
Group 1A	$ 61.56	27.57
Group 1AA	$ 62.47	27.57
Group 1AAA	$ 63.35	27.57
Group 2	$ 59.88	27.57
Group 3	$ 59.23	27.57
Group 4	$ 55.43	27.57

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1AAA
Cranes: 300 tons and over or 300? of boom including jib with attachments; Cranes Friction: 200 tons and over; Tower Cranes: over 250? in height from base to boom.

Group 1AA
Cranes: 200 tons- 299 tons, or 250? of boom including jib with attachments; Cranes: Friction cranes through 199 tons; Leverman; Shovel, Excavator, Backhoes: over 90 metric tons; Tower Crane: over 175? through 250? in height, base to boom.

Group 1A
Cranes: 100 tons through 199 tons, or 150? of boom (including jib with attachments); Drilling Machine; Overhead, bridge type: 100 tons and over; Tower Crane: up to 175? in height base to boom; Loader: Overhead 8 yards & over; Shovel, Excavator, Backhoes: over 50 metric tons and up to 90 metric tons; Mechanics.

Group 1
Asphalt plant Operators; Cableways; Concrete Pump: Truck mount with boom attachment over 42M; Cranes: 45 tons through 99 tons, under 150? of boom (including jib with attachments); Overhead, bridge type: 45 tons through 99 tons; Derricks: on building work; Hard Tail End Dump: articulating off-road equipment 45 yards & over; Loader: Overhead 6 yards but not including 8 yards; Motor Patrol Graders; Mucking Machine, Mole, Tunnel Drill, Boring, Road Header and/or Shield; Quad 9, HD 41, D10 and over; Remote Control Operator on rubber tired earth moving equipment; Rollagon; Scrapers, self-propelled: 45 yards and over; Spreader: Topsider & Screedman; Shovel, Excavator, Backhoe: over 30 metric tons and up to 50 metric tons; Slipform Pavers; Transporters: all track or truck type; Welder.

Group 2
Batch Plant Operator: concrete; Barrier Machine: (Zipper); Bump Cutter; Cranes: 20 tons through 44 tons with attachments; Overhead, bridge type Crane: 20 tons through 44 tons; Chipper; Concrete Pump: truck mount with boom attachment up to 42M; Crusher; Deck Engineer/Deck Winches (Power); Grade Engineer: using blue prints, cut sheets, etc.; -Finishing Machine: Bidwell and Gamaco & Similar Equipment; Guardrail Punch; Hard Tail End Dump: articulating off-road equipment under 45 yards; Horizontal/Directional Drill Operator; Loaders: Overhead under 6 yards; Loaders: Plant Feed; Locomotives: all; Material Transfer Device; Piledriver: (other than crane mount); Quick Tower: no cab, under 100 feet in height base to boom; Roto-Mill, Roto-Grinder; Shovel, Excavator, Backhoe, Tractor: 15 to 30 metric tons; Subgrader Trimmer; Scraper: self propelled under 45 yards; Truck Crane Oiler/Driver: 100 tons and over; Truck Mount Portable Conveyor; -Vac Truck (Vactor Guzzler, Hydro Excavator); Yo Yo Pay Dozer.

Group 3
Cranes: through 19 tons with attachments, A-frame over 10 tons; Concrete Pump: Mounted or trailer high pressure line pump, pump high pressure; Conveyors; Dozers: D-9 & under; Drill Oilers: auger type, truck or crane mount; Forklift: 3000 lbs and over with attachments; Horizontal/Directional Drill Locator; Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato; Tower Bucket Elevators; Hydralifts/Boom trucks: over 10 tons; Loaders: elevating type belt; Plant Oiler: asphalt, crusher; Rigger/Signal Person, Bellman (Certified); Roller: plant mix or multi-lift materials; Saws: Concrete; Scrapers: concrete & carry all Service Engineers: equipment; Trenching Machines; Truck Crane Oiler/Driver: under 100 tons; Shovel, Excavator, Backhoe, Tractors: under 15 metric tons.

Group 4
Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine: Laser Screed; Cranes, A-frame: 10 tons and under; Elevator and man-lift: permanent and shaft type; Forklifts: under 3000 lbs. with attachments; Gradechecker/Stakeman; Hydralifts/Boom Trucks: 10 tons and under; Oil distributors, Blower Distribution & Mulch Seeding Operator; Pavement Breaker; Posthole Digger: mechanical; Power Plant; Pumps: water; -Rigger and Bellman; Roller: other than plant mix; Wheel Tractors: Farm all type; Shotcrete/Gunite Equipment; Brokk: Remote demolition equipment

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*** ENGI0302-124 06/01/2025**

ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, STEVENS, WALLA WALLA, AND WHITMAN

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	**$ 38.17**	**23.40**
GROUP 2	**$ 38.56**	**23.40**
GROUP 3	**$ 39.31**	**23.40**
GROUP 4	**$ 39.51**	**23.40**
GROUP 5	**$ 39.71**	**23.40**
GROUP 6	**$ 40.00**	**23.40**
GROUP 7	**$ 40.39**	**23.40**
GROUP 8	**$ 42.36**	**23.40**

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry

Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

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*** ENGI0302-125 06/01/2025**

ADAMS, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, STEVENS, AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	**$ 41.17**	**23.40**
GROUP 2	**$ 41.56**	**23.40**
GROUP 3	**$ 42.31**	**23.40**
GROUP 4	**$ 42.51**	**23.40**
GROUP 5	**$ 42.71**	**23.40**
GROUP 6	**$ 43.05**	**23.40**
GROUP 7	**$ 43.39**	**23.40**
GROUP 8	**$ 45.36**	**23.40**

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual

drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

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ENGI0612-001 06/01/2025

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 62.32	27.32
GROUP 1AA	$ 63.22	27.32
GROUP 1AAA	$ 64.11	27.32
GROUP 1	$ 61.41	27.32
GROUP 2	$ 60.63	27.32
GROUP 3	$ 59.96	27.32
GROUP 4	$ 56.15	27.32

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

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; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; 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, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6

yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0612-008 06/01/2025

LEWIS AND PACIFIC (PORTION LYING NORTH OF A PARALLEL LINE EXTENDING WEST FROM THE NORTHERN BOUNDARY OF WAHKAIKUM COUNTY TO THE SEA) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 61.22	27.32
GROUP 1AA	$ 62.12	27.32
GROUP 1AAA	$ 62.99	27.32
GROUP 1	$ 60.32	27.32
GROUP 2	$ 59.56	27.32
GROUP 3	$ 58.89	27.32
GROUP 4	$ 55.13	27.32

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

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; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; 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, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0612-012 06/01/2025

THURSTON COUNTY

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 61.81	27.32
GROUP 1AA	$ 62.71	27.32
GROUP 1AAA	$ 63.59	27.32
GROUP 1	$ 60.91	27.32
GROUP 2	$ 60.14	27.32
GROUP 3	$ 59.46	27.32
GROUP 4	$ 55.68	27.32

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

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; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

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GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor

patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0701-002 01/01/2025

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 58.94	17.15
GROUP 1A	$ 61.10	17.15
GROUP 1B	$ 63.26	17.15
GROUP 2	$ 57.03	17.15
GROUP 3	$ 55.88	17.15
GROUP 4	$ 52.55	17.15
GROUP 5	$ 51.31	17.15
GROUP 6	$ 48.09	17.15

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1
Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A
Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2
Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher

Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading;

Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 07/07/2025

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.40	32.77

IRON0029-002 07/07/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER	$ 48.31	34.52

IRON0086-002 07/07/2025

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.40	32.77

IRON0086-004 07/07/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER	$ 57.94	34.52

LABO0238-004 06/01/2025

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, AND WHITMAN COUNTIES
A-2 AREA: ADAMS,COLUMBIA,DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, AND STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1	$ 34.03	16.90
GROUP 2	$ 37.13	16.90
GROUP 3	$ 37.46	16.90
GROUP 4	$ 37.80	16.90
GROUP 5	$ 38.14	16.90
LABORER (A-2)		
GROUP 1	$ 37.03	16.90
GROUP 2	$ 40.13	16.90
GROUP 3	$ 40.46	16.90
GROUP 4	$ 40.80	16.90
GROUP 5	$ 41.14	16.90

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class ""A"" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man;

All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker;Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts)

LABO0238-006 06/01/2025

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier	$ 38.05	16.75

LABO0242-003 06/01/2025

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 36.07	15.79
GROUP 2A	$ 40.88	16.72
GROUP 3	$ 50.38	16.96
GROUP 4	$ 51.52	16.99
GROUP 5	$ 52.31	17.01
GROUP 6	$ 53.99	17.05

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2025

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 36.07	15.79
GROUP 2	$ 40.88	16.72
GROUP 3	$ 50.38	16.96
GROUP 4	$ 51.52	16.99
GROUP 5	$ 52.31	17.01

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer;

Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0292-008 06/01/2025

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 36.07	15.79
GROUP 2	$ 40.88	16.72
GROUP 3	$ 50.38	16.96
GROUP 4	$ 51.52	16.99
GROUP 5	$ 52.31	17.01

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit"");

High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-022 06/01/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1	$ 32.67	15.60
GROUP 2	$ 40.56	15.60
GROUP 3	$ 44.06	15.60
GROUP 4	$ 44.90	15.60
GROUP 5	$ 45.54	15.60
GROUP 6	$ 46.08	15.60

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping, and/or Planting Laborers

GROUP 2: Fence Builders and Traffic Flaggers

GROUP 3: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Hod Carrier; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand

placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 4: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 5: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 6: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

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LABO0348-003 06/01/2025

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 31.19	16.48
GROUP 2	$ 35.34	16.59
GROUP 3	$ 38.40	16.66
GROUP 4	$ 39.26	16.68
GROUP 5	$ 39.89	16.70

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2025

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS	$ 41.80	20.85

PAIN0010-012 07/01/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER (Brush, Roller, Spray & Sandblasting)	$ 39.94	16.68

PAIN0010-013 07/01/2025

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER	$ 41.19	17.09

PAIN0300-007 07/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER	$ 41.24	14.70

PAIN0427-005 07/01/2025

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER (Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water, Sandblasting, Over 30'/Swing Stage Work, Brush, Roller, Striping, Steam-cleaning, and Spray)	$ 36.26	17.01

PLAS0072-004 06/01/2025

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 40.89	18.64

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2024

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON	$ 54.16	21.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	$ 54.66	21.27
TROWELING MACHINE OPERATOR ON COMPOSITION	$ 54.66	21.27

PLAS0555-002 06/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 48.05	20.31
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 47.09	20.31
CEMENT MASONS	$ 46.13	20.31
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 47.09	20.31

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2024

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1	$ 33.09	17.63
GROUP 2	$ 33.24	17.63
GROUP 3	$ 33.40	17.63
GROUP 4	$ 33.72	17.63
GROUP 5	$ 33.97	17.63
GROUP 6	$ 34.18	17.63
GROUP 7	$ 34.42	17.63

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts

(all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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* TEAM0174-001 06/01/2025

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:	$ 55.43	27.52
GROUP 2:	$ 54.59	27.52
GROUP 3:	$ 51.78	27.52
GROUP 4:	$ 46.81	27.52
GROUP 5:	$ 54.98	27.52

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 06/01/2024

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1	$ 36.83	20.93
GROUP 2	$ 39.47	20.93
GROUP 3	$ 39.58	20.93
GROUP 4	$ 39.91	20.93
GROUP 5	$ 40.02	20.93
GROUP 6	$ 40.22	20.93
GROUP 7	$ 40.56	20.93
GROUP 8	$ 40.88	20.93
AREA 2:		
GROUP 1	$ 33.83	20.93
GROUP 2	$ 36.47	20.93
GROUP 3	$ 36.58	20.93
GROUP 4	$ 36.91	20.93
GROUP 5	$ 37.02	20.93
GROUP 6	$ 37.22	20.93
GROUP 7	$ 37.56	20.93
GROUP 8	$ 37.88	20.93

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

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

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

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash 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.

NOTE:
Trucks Pulling Equipment Trailers: shall receive $.15/hour over applicable truck rate

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

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

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

Journey Level Prevailing Wage Rates for the Effective Date: 5/13/2026

Okanogan County

Trade	Job Classification	Wage	Holiday	Overtime	Note
Asbestos Abatement Workers	Journey Level	$58.19	**7B**	**1M**	**8Z**
Boilermakers	Journey Level	$77.39	**5N**	**1C**	
Brick Mason	Journey Level	$61.09	**5A**	**1M**	
Building Service Employees	Janitor	$17.13		**1**	
Building Service Employees	Shampooer	$17.13		**1**	
Building Service Employees	Waxer	$17.13		**1**	
Building Service Employees	Window Cleaner	$17.13		**1**	

Cabinet Makers (In Shop)	Journey Level	$17.13		**1**	
Carpenters	Acoustical Worker	$83.21	**15J**	**11U**	
Carpenters	Bridge Dock and Wharf Carpenter	$84.81	**15J**	**11U**	**9L**
Carpenters	Bridge, Dock & Wharf Carpenter	$80.50	**15J**	**4C**	
Carpenters	Floor Layer & Floor Finisher	$83.21	**15J**	**11U**	
Carpenters	General Carpenter	$83.21	**15J**	**11U**	
Carpenters	Scaffold Erector	$83.21	**15J**	**11U**	
Cement Masons	Journey Level	$58.03	**7B**	**1N**	
Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	$144.72	**15J**	**11T**	**9I**
Divers & Tenders	Dive Supervisor	$146.22	**15J**	**11T**	**9I**
Divers & Tenders	Diver	$144.72	**15J**	**11T**	**9I**
Divers & Tenders	Diver Tender	$91.05	**15J**	**11T**	**9I**
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$114.73	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker	$124.28	**15J**	**11U**	

	30.01-44.00 PSI				
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$133.82	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$143.37	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$152.91	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$162.46	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$172.00	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$181.55	**15J**	**11U**	
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$191.09	**15J**	**11U**	
Divers & Tenders	Lead Diver (Dive Master)	$105.51	**15J**	**11T**	**9I**
Divers & Tenders	Manifold Operator (Life Support Technician)	$96.05	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle	$91.05	**15J**	**11T**	**9I**

	Operator/Technician				
Divers & Tenders	Remote Operated Vehicle Operator/Technician	$91.05	**15J**	**11U**	**9I**
Divers & Tenders	Remote Operated Vehicle Tender	$84.75	**15J**	**11T**	**9I**
Divers & Tenders	Stand-by Diver	$100.51	**15J**	**11T**	**9I**
Dredge Workers	Assistant Engineer	$89.47	**5D**	**3F**	
Dredge Workers	Assistant Mate (Deckhand)	$88.78	**5D**	**3F**	
Dredge Workers	Boatmen	$89.47	**5D**	**3F**	
Dredge Workers	Engineer Welder	$91.20	**5D**	**3F**	
Dredge Workers	Leverman, Hydraulic	$93.03	**5D**	**3F**	
Dredge Workers	Mates	$89.47	**5D**	**3F**	
Dredge Workers	Oiler	$88.78	**5D**	**3F**	
Drywall Applicator	Journey Level	$81.71	**15O**	**11S**	
Drywall Tapers	Journey Level	$81.71	**15O**	**11S**	
Electrical Fixture Maintenance Workers	Journey Level	$17.13		**1**	
Electricians - Inside	Cable Splicer	$100.52	**7H**	**1E**	

Electricians - Inside	Construction Stock Person	$48.08	**7H**	**1D**	
Electricians - Inside	Journey Level	$94.06	**7H**	**1E**	
Electricians - Motor Shop	Craftsman	$17.13		**1**	
Electricians - Motor Shop	Journey Level	$17.13		**1**	
Electricians - Powerline Construction	Cable Splicer	$107.31	**5A**	**4D**	
Electricians - Powerline Construction	Certified Line Welder	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Groundperson	$61.75	**5A**	**4D**	
Electricians - Powerline Construction	Heavy Line Equipment Operator	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Journey Level Lineperson	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Line Equipment Operator	$84.18	**5A**	**4D**	
Electricians - Powerline Construction	Meter Installer	$61.75	**5A**	**4D**	**8W**
Electricians - Powerline Construction	Pole Sprayer	$98.45	**5A**	**4D**	
Electricians - Powerline Construction	Powderperson	$72.81	**5A**	**4D**	

Electronic Technicians	Electronic Technicians Journey Level	$62.05	**5B**	**1B**	
Elevator Constructors	Mechanic	$119.17	**7D**	**4A**	
Elevator Constructors	Mechanic In Charge	$128.95	**7D**	**4A**	
Fabricated Precast Concrete Products	Journey Level	$17.13		**1**	
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$17.13		**1**	
Fence Erectors	Fence Erector	$58.19	**7B**	**1M**	**8Z**
Flaggers	Journey Level	$55.01	**7B**	**1M**	**8Z**
Glaziers	Journey Level	$48.20	**7L**	**4L**	
Heat & Frost Insulators And Asbestos Workers	Journey Level	$96.42	**15H**	**11C**	
Heating Equipment Mechanics	Journey Level	$80.38	**6Z**	**1B**	
Hod Carriers & Mason Tenders	Journey Level	$56.30	**7B**	**1M**	**8Z**
Industrial Power Vacuum Cleaner	Journey Level	$17.13		**1**	
Inland Boatmen	Journey Level	$17.13		**1**	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$17.13		**1**	

Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$17.71		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$17.13		1	
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$17.71		1	
Insulation Applicators	Journey Level	$83.21	15J	11U	
Ironworkers	Journeyman	$78.44	15K	11N	
Laborers	Air And Hydraulic Track Drill	$58.87	7B	1M	8Z
Laborers	Asphalt Raker	$58.87	7B	1M	8Z
Laborers	Asphalt Roller, Walking	$58.53	7B	1M	8Z
Laborers	Brick Pavers	$58.19	7B	1M	8Z
Laborers	Brush Hog Feeder	$58.19	7B	1M	8Z
Laborers	Brush Machine	$58.87	7B	1M	8Z
Laborers	Caisson Worker, Free Air	$58.87	7B	1M	8Z

Laborers	Carpenter Tender	$58.19	**7B**	**1M**	**8Z**
Laborers	Cement Finisher Tender	$58.87	**7B**	**1M**	**8Z**
Laborers	Cement Handler	$58.87	**7B**	**1M**	**8Z**
Laborers	Chain Saw Operator & Faller	$58.87	**7B**	**1M**	**8Z**
Laborers	Clean-up Laborer	$58.19	**7B**	**1M**	**8Z**
Laborers	Compaction Equipment	$58.53	**7B**	**1M**	**8Z**
Laborers	Concrete Crewman	$58.87	**7B**	**1M**	**8Z**
Laborers	Concrete Saw, Walking	$58.87	**7B**	**1M**	**8Z**
Laborers	Concrete Signalman	$58.87	**7B**	**1M**	**8Z**
Laborers	Concrete Stack	$58.87	**7B**	**1M**	**8Z**
Laborers	Confined Space Attendant	$58.19	**7B**	**1M**	**8Z**
Laborers	Construction Specialist	$59.09	**7B**	**1M**	**8Z**
Laborers	Crusher Feeder	$58.19	**7B**	**1M**	**8Z**
Laborers	Demolition	$58.19	**7B**	**1M**	**8Z**
Laborers	Demolition Torch	$58.53	**7B**	**1M**	**8Z**
Laborers	Dope Pot Fireman, Non-mechanical	$58.53	**7B**	**1M**	**8Z**

Laborers	Driller Helper (when Required To Move & Position Machine)	$58.53	**7B**	**1M**	**8Z**
Laborers	Drills With Dual Masts	$59.22	**7B**	**1M**	**8Z**
Laborers	Dry Stack Walls	$58.19	**7B**	**1M**	**8Z**
Laborers	Dumpman	$58.19	**7B**	**1M**	**8Z**
Laborers	Erosion Control Laborer	$58.19	**7B**	**1M**	**8Z**
Laborers	Firewatch	$58.19	**7B**	**1M**	**8Z**
Laborers	Form Cleaning Machine Feeder, Stacker	$58.19	**7B**	**1M**	**8Z**
Laborers	Form Setter, Paving	$58.87	**7B**	**1M**	**8Z**
Laborers	General Laborer	$58.19	**7B**	**1M**	**8Z**
Laborers	Grade Checker	$61.35	**7B**	**1M**	**8Z**
Laborers	Grout Machine Header Tender	$58.19	**7B**	**1M**	**8Z**
Laborers	Guard Rail	$58.19	**7B**	**1M**	**8Z**
Laborers	Gunite	$58.87	**7B**	**1M**	**8Z**
Laborers	Hazardous Waste Worker (level A)	$59.22	**7B**	**1M**	**8Z**
Laborers	Hazardous Waste Worker (level B)	$58.87	**7B**	**1M**	**8Z**

Laborers	Hazardous Waste Worker (level C)	$58.53	**7B**	**1M**	**8Z**
Laborers	Hazardous Waste Worker (level D)	$58.19	**7B**	**1M**	**8Z**
Laborers	Hdpe Or Similar Liner Installer	$58.19	**7B**	**1M**	**8Z**
Laborers	High Scaler	$58.87	**7B**	**1M**	**8Z**
Laborers	Industrial Technician	$75.50	**7B**	**1M**	**8Z**
Laborers	Jackhammer Operator Miner, Class "b"	$58.53	**7B**	**1M**	**8Z**
Laborers	Laser Beam Operator	$58.87	**7B**	**1M**	**8Z**
Laborers	Miner, Class "a"	$58.19	**7B**	**1M**	**8Z**
Laborers	Miner, Class "c"	$58.87	**7B**	**1M**	**8Z**
Laborers	Miner, Class "d"	$59.22	**7B**	**1M**	**8Z**
Laborers	Monitor Operator, Air Track Or Similar Mounting	$58.87	**7B**	**1M**	**8Z**
Laborers	Mortar Mixer	$58.87	**7B**	**1M**	**8Z**
Laborers	Nipper	$58.19	**7B**	**1M**	**8Z**
Laborers	Nozzleman	$58.87	**7B**	**1M**	**8Z**

Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	$58.53	**7B**	**1M**	**8Z**
Laborers	Pavement Breaker, 90 Lbs. & Over	$58.87	**7B**	**1M**	**8Z**
Laborers	Pavement Breaker, Under 90 Lbs.	$58.53	**7B**	**1M**	**8Z**
Laborers	Pilot Car	$55.01	**7B**	**1M**	**8Z**
Laborers	Pipelayer	$58.87	**7B**	**1M**	**8Z**
Laborers	Pipelayer, Corrugated Metal Culvert And Multi-Plate	$58.87	**7B**	**1M**	**8Z**
Laborers	Pipewrapper	$58.87	**7B**	**1M**	**8Z**
Laborers	Plasterer Tenders	$58.87	**7B**	**1M**	**8Z**
Laborers	Pot Tender	$58.53	**7B**	**1M**	**8Z**
Laborers	Powderman	$60.94	**7B**	**1M**	**8Z**
Laborers	Powederman Helper	$58.53	**7B**	**1M**	**8Z**
Laborers	Power Buggy Operator	$58.53	**7B**	**1M**	**8Z**
Laborers	Power Tool Operator, Gas, Electric, Pneumatic	$58.53	**7B**	**1M**	**8Z**
Laborers	Rad-Con Technician	$75.50	**7B**	**1M**	**8Z**

Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	$58.53	**7B**	**1M**	**8Z**
Laborers	Railroad Power Spiker Or Puller, Dual Mobile	$58.53	**7B**	**1M**	**8Z**
Laborers	Remote Equipment Operator	$59.22	**7B**	**1M**	**8Z**
Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	$58.53	**7B**	**1M**	**8Z**
Laborers	Rigger/signal Person	$58.53	**7B**	**1M**	**8Z**
Laborers	Riprap Person	$58.19	**7B**	**1M**	**8Z**
Laborers	Rodder & Spreader	$58.87	**7B**	**1M**	**8Z**
Laborers	Sand Hogs Under Compressed Air Conditions	$329.90	**7B**	**1M**	**8Z**
Laborers	Sandblast Tailhoseman	$58.19	**7B**	**1M**	**8Z**
Laborers	Scaffold Erector, Wood Or Steel	$58.19	**7B**	**1M**	**8Z**
Laborers	Scaleman	$55.01	**7B**	**1M**	**8Z**
Laborers	Stake Jumper	$58.19	**7B**	**1M**	**8Z**
Laborers	Structural Mover	$58.19	**7B**	**1M**	**8Z**

Laborers	Tailhoseman (water Nozzle)	$58.19	**7B**	**1M**	**8Z**
Laborers	Timber Bucker & Faller (by Hand)	$58.19	**7B**	**1M**	**8Z**
Laborers	Track Laborer (rr)	$58.19	**7B**	**1M**	**8Z**
Laborers	Traffic Control Laborer	$55.01	**7B**	**1M**	**8Z**
Laborers	Traffic Control Supervisor	$58.19	**7B**	**1M**	**8Z**
Laborers	Trencher, Shawnee	$58.53	**7B**	**1M**	**8Z**
Laborers	Trenchless Technology Technician	$58.87	**7B**	**1M**	**8Z**
Laborers	Truck Loader	$58.19	**7B**	**1M**	**8Z**
Laborers	Truck Mounted Attenuator	$55.01	**7B**	**1M**	**8Z**
Laborers	Tugger Operator	$58.53	**7B**	**1M**	**8Z**
Laborers	Vibrators, All	$58.87	**7B**	**1M**	**8Z**
Laborers	Wagon Drills	$58.53	**7B**	**1M**	**8Z**
Laborers	Water Pipe Liner	$58.53	**7B**	**1M**	**8Z**
Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	$59.22	**7B**	**1M**	**8Z**

Laborers	Well-point Person	$58.19	**7B**	**1M**	**8Z**
Laborers	Wheelbarrow, Power Driven	$58.53	**7B**	**1M**	**8Z**
Laborers	Window Washer, Cleaner	$55.01	**7B**	**1M**	**8Z**
Laborers - Underground Sewer & Water	General Laborer & Topman	$58.87	**7B**	**1M**	**8Z**
Laborers - Underground Sewer & Water	Pipe Layer	$58.87	**7B**	**1M**	**8Z**
Landscape Construction	Landscape Laborer	$55.01	**7B**	**1M**	**8Z**
Landscape Construction	Landscape Operator	$88.60	**15J**	**11G**	**8X**
Landscape Maintenance	Groundskeeper	$17.13		**1**	
Lathers	Journey Level	$81.71	**15O**	**11S**	
Marble Setters	Journey Level	$61.09	**5A**	**1M**	
Metal Fabrication (In Shop)	Fitter	$17.13		**1**	
Metal Fabrication (In Shop)	Laborer	$17.13		**1**	
Metal Fabrication (In Shop)	Machine Operator	$17.13		**1**	
Metal Fabrication (In Shop)	Painter	$17.13		**1**	
Metal Fabrication (In Shop)	Welder	$17.13		**1**	
Millwright	Journey Level	$80.28	**15J**	**4C**	

Modular Buildings	Journey Level	$17.13		**1**	
Painters	Commercial Painter	$49.90	**15P**	**11V**	
Painters	Industrial Painter	$57.22	**15P**	**11V**	**9D**
Pile Driver	Crew Tender	$80.50	**15J**	**11U**	**9L**
Pile Driver	Journey Level	$84.81	**15J**	**11U**	
Plasterers	Journey Level	$57.71	**7K**	**1N**	
Playground & Park Equipment Installers	Journey Level	$17.13		**1**	
Plumbers & Pipefitters	Journey Level	$100.41	**6Z**	**1Q**	
Power Equipment Operators	Asphalt Plant Operators	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Assistant Engineer	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Barrier Machine (zipper)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Batch Plant Operator: concrete	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Boat Operator	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Bobcat	$84.69	**15J**	**11G**	**8X**

Power Equipment Operators	Brokk - Remote Demolition Equipment	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Brooms	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Bump Cutter	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Cableways	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Chipper	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Compressor	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Finish Machine - Laser Screed	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Conveyors	$88.60	**15J**	**11G**	**8X**

Power Equipment Operators	Cranes Friction: 200 tons and over	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes, A-frame: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Cranes: Friction cranes through 199 tons	$90.00	**7A**	**11H**	**8X**

Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Crusher	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Deck Engineer/Deck Winches (power)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Derricks, On Building Work	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Dozers D-9 & Under	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Drilling Machine	$91.00	**15J**	**11G**	**8X**
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$84.69	**15J**	**11G**	**8X**

Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Gradechecker/Stakeman	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Guardrail Punch	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Horizontal/Directional Drill Locator	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Horizontal/Directional Drill Operator	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Leverman	$91.94	**15J**	**11G**	**8X**

Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Loaders, Overhead Under 6 Yards	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Loaders, Plant Feed	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Loaders: Elevating Type Belt	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Locomotives, All	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Material Transfer Device	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$91.00	**15J**	**11G**	**8X**
Power Equipment Operators	Motor Patrol Graders	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$84.69	**15J**	**11G**	**8X**

Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 100 tons and over	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators	Pavement Breaker	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Pile Driver (other Than Crane Mount)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Posthole Digger, Mechanical	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Power Plant	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Pumps - Water	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height	$89.28	**15J**	**11G**	**8X**

	base to boom				
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Rigger and Bellman	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Rollagon	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Roller, Other Than Plant Mix	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Roto-mill, Roto-grinder	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Saws - Concrete	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Scrapers - Concrete & Carry All	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$90.09	**15J**	**11G**	**8X**

Power Equipment Operators	Service Engineers: Equipment	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Shotcrete/Gunite Equipment	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$91.00	**15J**	**11G**	**8X**
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$91.94	**15J**	**11G**	**8X**
Power Equipment Operators	Slipform Pavers	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Spreader, Topsider & Screedman	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Subgrader Trimmer	$89.28	**15J**	**11G**	**8X**

Power Equipment Operators	Tower Bucket Elevators	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators	Tower crane: up to 175' in height base to boom	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators	Transporters, All Track Or Truck Type	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators	Trenching Machines	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators	Truck Mount Portable Conveyor	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators	Welder	$90.09	**15J**	**11G**	**8X**

Power Equipment Operators	Wheel Tractors, Farmall Type	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators	Yo Yo Pay Dozer	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Boat Operator	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Bobcat	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground	Brooms	$84.69	**15J**	**11G**	**8X**

Sewer & Water					
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cableways	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Chipper	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Compressor	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$89.28	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Conveyors	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$88.20	**7A**	**11H**	**8X**

Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Crusher	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	$91.00	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$84.69	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$89.28	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Leverman	$91.94	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	$88.60	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Locomotives, All	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$91.00	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$89.09	**7A**	**11H**	**8X**

Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$88.20	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Power Plant	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Pumps - Water	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	$89.28	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	$82.95	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Rollagon	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	$88.60	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$91.00	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$91.94	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$90.00	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$89.09	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	$90.88	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	$90.09	**15J**	**11G**	**8X**

Power Equipment Operators- Underground Sewer & Water	Trenching Machines	$88.60	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$87.42	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$86.75	**7A**	**11H**	**8X**
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$89.28	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Welder	$90.09	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	$84.69	**15J**	**11G**	**8X**
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	$89.28	**15J**	**11G**	**8X**
Power Line Clearance Tree Trimmers	Journey Level In Charge	$69.62	**5A**	**4A**	

Power Line Clearance Tree Trimmers	Spray Person	$65.89	**5A**	**4A**
Power Line Clearance Tree Trimmers	Tree Equipment Operator	$69.62	**5A**	**4A**
Power Line Clearance Tree Trimmers	Tree Trimmer	$62.19	**5A**	**4A**
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$45.93	**5A**	**4A**
Refrigeration & Air Conditioning Mechanics	Journey Level	$100.41	**6Z**	**1Q**
Residential Brick Mason	Journey Level	$61.09	**5A**	**1M**
Residential Carpenters	Journey Level	$26.22		**1**
Residential Cement Masons	Journey Level	$17.13		**1**
Residential Drywall Applicators	Journey Level	$23.19		**1**
Residential Drywall Tapers	Journey Level	$21.22		**1**
Residential Electricians	Journey Level	$33.25		**1**
Residential Glaziers	Journey Level	$23.29		**1**
Residential Insulation Applicators	Journey Level	$21.22		**1**
Residential Laborers	Journey Level	$17.13		**1**
Residential Marble Setters	Journey Level	$61.09	**5A**	**1M**

Residential Painters	Journey Level	$23.84		**1**
Residential Plumbers & Pipefitters	Journey Level	$63.85	**5A**	**1G**
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$19.50		**1**
Residential Sheet Metal Workers	Journey Level (Field or Shop)	$80.38	**5I**	**1B**
Residential Soft Floor Layers	Journey Level	$22.45		**1**
Residential Sprinkler Fitters (Fire Protection)	Journey Level	$18.40		**1**
Residential Stone Masons	Journey Level	$61.09	**5A**	**1M**
Residential Terrazzo Workers	Journey Level	$17.13		**1**
Residential Terrazzo/Tile Finishers	Journey Level	$17.13		**1**
Residential Tile Setters	Journey Level	$17.13		**1**
Roofers	Journey Level	$50.06	**5I**	**1R**
Roofers	Using Irritable Bituminous Materials	$52.06	**5I**	**1R**
Sheet Metal Workers	Journey Level (Field or Shop)	$80.38	**6Z**	**1B**

Sign Makers & Installers (Electrical)	Journey Level	$103.56	**7F**	**1E**	
Sign Makers & Installers (Non-Electrical)	Journey Level	$17.13		**1**	
Soft Floor Layers	Journey Level	$62.66	**7C**	**3J**	
Solar Controls For Windows	Journey Level	$17.13		**1**	
Sprinkler Fitters (Fire Protection)	Journey Level	$76.94	**7J**	**1R**	
Stage Rigging Mechanics (Non Structural)	Journey Level	$17.13		**1**	
Stone Masons	Journey Level	$61.09	**5A**	**1M**	
Street And Parking Lot Sweeper Workers	Journey Level	$17.13		**1**	
Surveyors	Assistant Construction Site Surveyor	$86.75	**7A**	**11H**	**8X**
Surveyors	Chainman	$82.95	**7A**	**11H**	**8X**
Surveyors	Construction Site Surveyor	$88.20	**7A**	**11H**	**8X**
Surveyors	Drone Operator (when used in conjunction with survey work only)	$82.95	**7A**	**11H**	**8X**
Surveyors	Ground Penetrating Radar Operator	$82.95	**7A**	**11H**	**8X**

Telecommunication Technicians	Telecom Technician Journey Level	$62.05	**5B**	**1B**
Telephone Line Construction - Outside	Cable Splicer	$42.62	**5A**	**2B**
Telephone Line Construction - Outside	Hole Digger/Ground Person	$27.97	**5A**	**2B**
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$35.60	**5A**	**2B**
Telephone Line Construction - Outside	Telephone Lineperson	$40.28	**5A**	**2B**
Terrazzo Workers	Journey Level	$43.81	**5A**	**1M**
Tile Setters	Journey Level	$43.81	**5A**	**1M**
Tile, Marble & Terrazzo Finishers	Journey Level	$35.93	**5A**	**1M**
Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	$55.54	**15L**	**1K**
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	$55.54	**15L**	**1K**

Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	$55.54	**15L**	**1K**
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	$95.41	**15L**	**1K**
Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	$55.54	**15L**	**1K**
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	$55.54	**15L**	**1K**
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking	$95.41	**15L**	**1K**

	lots, air fields, highways, game courts (Group 1)				
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	$95.41	**15L**	**1K**	
Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	$55.54	**15L**	**1K**	
Truck Drivers	Asphalt Mix Over 20 Yards	$66.73	**5D**	**1V**	**8M**
Truck Drivers	Asphalt Mix To 20 Yards	$66.52	**5D**	**1V**	**8M**
Truck Drivers	Dump Truck	$66.52	**5D**	**1V**	**8M**
Truck Drivers	Dump Truck & Trailer	$66.73	**5D**	**1V**	**8M**
Truck Drivers	Other Trucks	$62.14	**5D**	**1V**	**8M**
Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	$66.73	**5D**	**1V**	**8M**
Truck Drivers - Ready Mix	Transit Mixers over 20 yards	$67.10	**5D**	**1V**	**8M**
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$17.13		**1**	
Well Drillers & Irrigation Pump Installers	Oiler	$17.13		**1**	

Well Drillers & Irrigation Pump Installers	Well Driller	$18.00	**1**

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

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

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

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

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

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

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

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

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

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

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

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

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.
The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.
When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

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Overtime Codes

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

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

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

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

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

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

   M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

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

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

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

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

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

   J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

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

Overtime Codes Continued

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

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

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus $2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

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

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

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

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

Overtime Codes Continued

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

J. All hours worked on holidays shall be paid at double the hourly rate of wage.

K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.

L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars ($2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

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

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

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

Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

R On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.

S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

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

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

Overtime Codes Continued

11. T. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

U. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.

All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

V. 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.

W. 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 6 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays 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.

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

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).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

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

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

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

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

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

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

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

Holiday Codes Continued

7. X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

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

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

J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Holiday Codes Continued

15. N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

P. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve 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.

Note Codes

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

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

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

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

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

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

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

Note Codes Continued

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

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

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

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

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

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

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

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

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

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

Note Codes Continued

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

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

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

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

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

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

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

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

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

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

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

Note Codes Continued

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

H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

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

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

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

Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.

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

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

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

M. Certified Crane Operator Premium: Crane operators requiring certifications shall be paid $1.50 per hour above their classification rate.

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

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

HYDRAULIC PROJECT APPROVAL

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

Modification Date: 6/18/2025

Project End Date: 2/27/2029

Permit Type: HPA - Standard
Permit Number: 2024-2-19+02
Application ID: 0044385

PERMITTEE	AUTHORIZED AGENT
Rocklynn Culp PO Box 459 Winthrop, Washington 98862	

Project Name: Chewuch River Pedestrian Underpass

Project Description: This project consists of a pedestrian path along the Chewuch River, including a pedestrian underpass beneath the SR 20 bridge over the Chewuch River (Bridge no. 20/621). The project will provide a paved (asphalt) trail, pedestrian access from Bridge Street to the undercrossing. The total length of the path is approximately 190 linear feet, including the bridge and underpass. In addition, the project includes right-of-way acquisition, replacement of rip rap armoring for bridge scour protection, retaining walls and wing-walls, and stairways and railings. The replacement of the existing rip rap is required by WSDOT to address insufficient scour protection for the SR 20 Chewuch River Bridge. Project includes restoring and replanting the bank per the biological assessment and permit conditions.

PROVISIONS

AUTHORIZED WORK TIMES:

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by February 27, 2029; PROVIDED work below the ordinary high water line is approved outside of the water work window, July 1st to July 31st, pending written approval from the local habitat biologist who may require a redd survey. If so, there must be no redds found within 500 feet of the project to work in-water outside the in-water work window.

PROJECT APPROVALS:

2. APPROVED PLANS: You must accomplish the work per the plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Adobe PDF 2025-0606 CHEWUCH BRIDGE", dated February 2025, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

INVASIVE SPECIES CONTROL:

3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and

additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at https://wdfw.wa.gov/species-habitats/invasive/prevention.

NOTIFICATION REQUIREMENTS:

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

REPORTING REQUIREMENTS:

6. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

STAGING, JOB SITE ACCESS, AND EQUIPMENT:

7. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
8. Use existing roadways or travel paths.
9. Limit the use of equipment waterward of the ordinary high water line to that necessary to gain position for the work.
10. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
11. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.
12. This Hydraulic Project Approval does not authorize equipment crossings of the river.

PROJECT IMPLEMENTATION:

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

SEDIMENT, EROSION, AND POLLUTION CONTAINMENT:

14. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
15. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
16. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
17. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
18. Do not stockpile construction material waterward of the ordinary high water line.
19. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
20. Complete all bank protection work prior to releasing the water flow to the project area.
21. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
22. Dispose of dredged bed materials outside the flood plain so materials will not reenter waters of the state.

CONSTRUCTION MATERIALS:

23. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.
24. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.
25. Use clean angular rock to construct the bank protection. The rock must be large enough and installed to withstand the 100-year peak flow.

IN-WATER WORK AREA ISOLATION:

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

FISH LIFE REMOVAL:

31. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.
32. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.
33. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.
34. If personnel are available, the Washington Department of Fish and Wildlife and affected tribes may help capture and move fish life from the job site.

HABITAT FEATURES:

35. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.
36. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

PROJECT DESIGN:

37. The length of the rip rap installation must not exceed the original footprint of existing bank armoring.
38. Install the toe to protect the integrity of bank protection material.

PLANTING:

39. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
40. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.
41. Install fencing or other structures to prevent livestock, wildlife, or unauthorized persons from accessing the replanted riparian and wetland sites until the plantings are well established.
42. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.
43. An annual report of plant survival must be uploaded to APPS ID 32394 in the Aquatic Protection Permitting System by December 31st of the first full year following initial planting, and by December 31st for the subsequent 2 years post-planting. A field visit with WDFW staff is required to verify the 3-year, 80 percent survival was achieved for the project. To schedule a field visit, please email HPAapplications@dfw.wa.gov.

DEMOBILIZATION AND CLEANUP:

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

PROJECT LOCATION(S)

HYDRAULIC PROJECT APPROVAL

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

Modification Date: 6/18/2025

Project End Date: 2/27/2029

Permit Type: HPA - Standard
Permit Number: 2024-2-19+02
Application ID: 0044385

#1

Location		
Chewuch River 206 Riverside Ave. Winthrop, WA 98862-9811		
Latitude	**Longitude**	**County**
48.477162000000000	-120.186677000000000	Okanogan
WRIA	**Waterbody**	**Tributary to**
48	Chewuch River (lb)	Chewuch River (lb)

APPLIES TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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

Modification Date: 6/18/2025

Project End Date: 2/27/2029

Permit Type: HPA - Standard
Permit Number: 2024-2-19+02
Application ID: 0044385

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

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

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), the Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the WDFW employee who issued, denied, or conditioned the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review

by WDFW management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process.

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

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the WDFW Habitat Program, Natural Resources Building, 1111 Washington St SE, Olympia, Washington 98501. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Habitat Program Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

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

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Habitat Program, Natural Resources Building, 1111 Washington St SE, Olympia, Washington 98501. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Habitat Program Director's or designee's written decision in response to the informal appeal.

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

Elianna Rosenthal
Regional Habitat Biologist

For Director
DFW

HYDRAULIC PROJECT APPROVAL

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

Modification Date: 6/18/2025

Project End Date: 2/27/2029

Permit Type: HPA - Standard
Permit Number: 2024-2-19+02
Application ID: 0044385

(509) 885-0631
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BIOLOGICAL ASSESSMENT

SR 20 Chewuch Bridge Pedestrian Underpass

Prepared for

WSDOT North Central Region

January 15, 2018

BIOLOGICAL ASSESSMENT

SR 20 Chewuch Bridge Pedestrian Underpass

Prepared for

WSDOT North Central Region
1551 N. Wenatchee Ave.
Wenatchee, WA 98801-1156

Prepared by

Otak, Inc.
2731 Wetmore Avenue, Suite 402
Everett, WA 98201

January 15, 2018

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Introduction

Background and Consultation History

Two meetings were held on site to review the project with all the concerned resource and review agencies. Project limits and likely construction methods were discussed. The meetings were held on March 2, 2016 and March 15, 2016. Two meetings were held in order to meet availability for all parties. Attendees included representatives of; SCJ Alliance, Town of Winthrop, WSDOT Local Programs, Washington State Department of Fish and Wildlife, Washington State Department of Natural Resources, Washington State Department of Ecology, US Army Corps of Engineers, US Fish and Wildlife, and NOAA/NMFS.

A site visit to assess habitat conditions and potential impacts was conducted on April 13, 2017 by Otak Inc. (Otak) biologists. An SCJ Alliance biologist visited the site in November 2014 to mark ordinary high water (OHWM) and review/locate the trail project footprint and potential impacts to existing habitat. The SCJ Alliance Site Visit memo is included in the Appendix.

Project Description

The Chewuch Bridge Pedestrian Underpass project is proposed by the Town of Winthrop. This Biological Assessment (BA) addresses the proposed project in compliance with Section 7(c) of the Endangered Species Act (ESA) of 1973, as amended. Section 7 of the ESA requires that, through consultation (or conferencing for proposed species) with the U.S. Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS), federal actions do not jeopardize the continued existence of any threatened, endangered, or proposed species or result in the destruction or adverse modification of critical habitat. Under Section 7 of the ESA (federal nexus), projects receiving federal funding and/or federal permits require the federal funding and/or permitting agency to ensure that such projects comply with the ESA. The Chewuch Bridge Pedestrian Underpass project involves federal funding from Federal Highway Administration (FHWA) and federal permits from the Army Corps of Engineers (USACE).

The Town of Winthrop (Town) is planning the construction of the Chewuch Bridge Pedestrian Underpass project, which will follow the east bank of the Chewuch River on the west side of the Town. The Town seeks to route a portion of the trail below the Washington State Department of Transportation (WSDOT) bridge where State Route 20 (SR 20) crosses Chewuch River.

The proposed trail consists of the construction of a 6-foot wide paved trail, approximately 460 feet long along the east bank of Chewuch River and under SR 20. The trail terminmates at either end of its 460-foot length at parking lots to the northwest and southeast. The trail will include segments with rock retaining walls on the upper and lower sides of the trail and a retaining wall for the bridge underpass trail section. A portion of the trail will consist of an 80-foot long pre-manufactured steel pedestrian bridge which will be situated approximately 0.8 feet above the 100-year flood water surface elevation of Chewuch River. The project also involves replacing the scour protection below the SR 20 bridge with new riprap. The volume and footprint of riprap will not change.

The project limits span from the north edge of a gravel parking lot adjacent to the SR 20 bridge to approximately 460 feet south to 229 Riverside Avenue.

The project's primary goal is to create a recreational and scenic walking path for residents and visitors by providing public access under the existing SR 20 bridge and to improve scour protection for the SR 20 bridge.

The project is located along the river-front, west of Riverside Ave. in Winthrop, Washington, Okanogan County— Section 2, Township 34 North, Range 21 East. The project is located in Water Resource Inventory Area (WRIA) 48-Methow. The project is adjacent to Chewuch River (6th field HUC 170200080408), which flows into Methow River (6th field HUC 170200080605).

Figure 1. Vicinity map of project area.

Figure 2. Map of Approximate Project Limits

Description of Project Elements

The existing corridor for the proposed Chewuch Bridge Pedestrian Underpass project is located on the southwest side of the commercial businesses along Riverside Ave. and consists of the upland banks of the Chewuch River. The project will pass under the SR 20 bridge on the north end of the Town. The site is currently comprised of upland riverine banks, fill material, and riprap below the SR 20 bridge.

The project footprint consists of approximately 0.14 acres of area, consisting of a combination of upland vegetated river banks and fill material. The proposed project will include the addition of 2,000 square feet of non-pollution-generating impervious surface (NPGIS) within the corridor. As noted, none of the new impervious surfaces will be pollution-generating. Within the existing project area a total of 2,400 square feet (320 cubic yards [CY] of cut, 700 CY of fill) of grading will occur for purposes of trail construction and scour protection replacement.

Approximately 500 CY of fill will be placed on the hillslope for the purpose of the construction access road, retaining wall below the SR 20 bridge, rock retaining walls along portions of the trail alignment, and for the pedestrian bridge abutments. Approximately 200 CY of riprap fill will be placed below the ordinary high water mark (OHWM), however this will be replacement of the existing scour protection and will not result in a net lift of the riverbed. No increase in volume or area of existing fill below the OWHM will occur.

Work for scour protection replacement will take place following channel isolation by a pea gravel sandbag coffer dam during the approved Washington Department of Fish and Wildlife (WDFW) in-water work window, and appropriate fish removal per WSDOT protocols after the channel is isolated.

The project is scheduled to begin around mid-August of 2018, and is anticipated to be completed no later than the end of October 2018. Overall length of construction is estimated at 3 months. During the project, staging and stockpiling will likely occur on existing parking areas near the project site as depicted in Figure 2, above.

Proposed construction elements for the project are listed in the following table, along with approximate lengths of time associated with each element. All in-water work (installation of work isolation structures, minor grading and fill, and scour protection replacement) will take place during the WDFW approved in-water work window. Appendix B provides JAPRA design drawings associated with the project.

Table 1: Project Work Elements and Subelements

Project Element and Subelement	Description	Timing	Primary Equipment [1]
Construction Stage 1			
Cofferdam for work isolation	A cofferdam composed of sandbags filled with washed pea gravel and plastic sheeting, will be installed around construction activities requiring isolation and dewatering. Cofferdam will be installed in the in-water work window.	Installation of cofferdams will require 1 day. Fish removal will require approximately 2 days and will follow WSDOT protocols (Appendix F). Cofferdams will be in place approximately 6 weeks.	Low profile excavator
Dewatering	Dewatering will be required for installation of riprap below OHWM. Discharge water will be pumped to upland areas to pass through vegetation before re-entering surface waters.	Dewatering will occur for approximately 6 weeks.	Pumps, hoses, generator
Construction access road	In the area of the trail underpass section, excavation and fill will be required to create the construction access road, turnaround, and transition area for equipment to access the site. The access road will be constructed after the coffer dam installation and dewatering.	Access road will be in place approximately 6 weeks.	Excavator, dump trucks, dozer

Construction Stage 2			
Remove and replace riprap scour protection	Existing riprap will be removed. New riprap will be placed at the edge of the trail alignment at the underpass section. Riprap will consist of D50 type rock, to a depth of approximately 12.5 feet or to bedrock.	Installation of riprap will require approximately 6 days.	Excavator, dump truck
Dredge	Dredge will be required to tie the installed riprap to the original river bed grade below the OHWM. Work area will be isolated by the coffer dam, which will be installed during the in-water work window.	Tying installed riprap into original river bed grade will require approximately 2 days.	Excavator, dump truck
Subgrade trail	The upland banks of the river will be subgraded for construction of the trail and its associated rock retaining walls.	Approximately 10 days	Excavator, dump truck
Pedestrian Bridge Installation			
Grading	Grading below the OHWM and 100-year floodplain will be required to install the bridge abutments.	Estimated duration: approximately 10 days	Excavator, dump truck

Abutment	The abutments consist of a concrete cap beam across the drilled shafts and concrete walls. Work area will be above the OHWM.	Estimate duration is approximately 4 weeks.	Concrete truck, crane
Pedestrian Bridge	A pre-manufactured steel bridge will be lowered into place. The bridge will be 80 feet long, and 7 feet wide with 5.5 foot-tall trusses. The bridge will have a timber deck, rub rail and kick plate. The bridge will be approximately 0.80 feet above the 100-year floodplain and approximately 6.5 feet above the OHWM.	Approximately 5 days	Crane for setting and delivery
Trail Construction			
Grading	Grading of the hillslope will be required for the new trail alignment and rock walls.	Approximately 5 days	Excavator, dump truck
Construct rock walls	Rock walls will be constructed above and below the trail grade. The walls will consist of Class 2 rock and have a 1.5 foot embedment for the lower wall and a 1 foot minimum embedment for the upper wall. The lower wall will be approximately 2 to 4 feet in height, and the	Approximately 5 days	Excavator, dump truck, hand labor

	upper wall will be approximately 1.5 to 4 feet in height.		

[1]Additional equipment noted below for various project elements

Removal and Replacement of Scour Protection:

Scour protection replacement will begin by the installation of a cofferdam and dewatering of the area to provide isolation of the worksite from Chewuch River. The cofferdam will be created with pea gravel sandbags with tied in plastic sheeting and will be tied into the existing hillslope. The cofferdam will be located approximately 8 feet outward from the scour protection riprap and will be installed during the WDFW approved in-water work window.

A construction access road will then be created to allow for machinery to enter the site. The access road will be connected to the existing gravel parking area and extend to the south side of the SR 20 bridge. Construction of the access road will require fill material to be placed along the hillslope and banks.

Existing riprap within the project area will be removed. Dredging will occur to an approximate depth of 12.5 feet or to bedrock to tie the installed riprap to the original river bed grade below the OHWM. New riprap will consist of angular rip rap rocks of approximately 4 to 6 foot diameter and will be placed at a 1.5:1 slope. The work area will be isolated by the cofferdam and will occur during the WDFW approved in-water work window. Sheet 7 of the JARPA design drawing illustrate the scour plan. Equipment to be used for removal and replacement of riprap includes: excavators, and loaders, dump trucks, and pumps.

Underpass Trail Section:

Excavation will occur below the SR 20 bridge to accommodate the construction of a concrete retaining wall. The wall will extend outwards along the hillslope of approximately 25-30 feet to the north and south sides of the bridge. Trail construction will consist of subgrading, and paving. The trail will be comprised of hot mix asphalt (HMA) pavement and cement sections.

Construction will take place within the 100-year floodplain of Chewuch River. Construction for this project will not interfere with bridge traffic. Sheet 7 of the JARPA design drawings illustrates the project phasing. Equipment to be used for trail construction includes: graders, pavers, excavators, loaders, dump trucks, and dozers.

Bridge:

A pre-manufactured steel pedestrian bridge will be installed within the proposed trail alignment. The bridge will be 80 feet long and 7 feet wide with a timber deck and 5.5’ truss railings. The bridge will be located approximately 6.5 feet above the OHWM, and approximately 0.8 feet above the 100-year floodplain. Sheet 9 of the JARPA design drawings illustrate bridge details. Some excavation will occur to tie the trail to the bridge ends as well as for the bridge

abutments. All work will be conducted above the OHWM. Equipment to be used for bridge construction activities includes cranes, loaders, and excavators, backhoes, graders, and dump trucks.

All equipment will be situated behind work isolation systems and will be required to be in good condition with no visible leaks. Fueling, equipment maintenance activities will not be allowed within 200 feet of the water, and parking of idle equipment will not be allowed within 20 feet of the water. A project-specific Spill Prevention, Control and Countermeasures (SPCC) Plan will be required from the contractor prior to work beginning on the site.

Vegetative Clearing: The project will involve some removal of vegetation. Approximately 6,000 square feet of vegetation, primarily consisting of reed canarygrass and woody shrubs such as Woods' rose (*Rosa woodsia*) and dogwood (*Cornus sericea)* and 4-5 trees will be removed. Three black cottonwoods (*Populus trichocarpa*) and one aspen tree (*Populus tremuloides*) will be removed; if necessary, a fifth tree (deciduous species) may be removed adjacent to the proposed trail. Vegetative clearing will take place along the slope where trail construction will occur and in the vicinity of the proposed pedestrian bridge location. A planting plan has been developed to replant riparian areas where vegetation has been disturbed. Proposed species to be planted include: ponderosa pine (*Pinus ponderosa*), Douglas fir (*Pseudotsuga menziesii*), serviceberry (*Amelanchier alnifolia*), dogwood (*Cornus sericea*), golden currant (*Ribes aureum*), Nootka rose (*Rosa nutkana*), Woods' rose and snowberry (*Symphoricarpos albus*). Planting will occur in the dormant season. Sheets 11 and 12 of the JARPA design drawings illustrate planting plans.

In-Water Work:
In-water work associated with the installation of the cofferdam will only occur during the WDFW approved in-water work window (July 1-September 30). Installation of the cofferdam is anticipated to occur outside of teh wetted width of the river based on summertime low-flow, conditions. All other work will occur after the segment of the stream is isolated, dewatered and proper fish exclusion procedures have taken place. There will be no other in-water work after these elements have been established.

Impact Avoidance and Minimization Measures

The following list represents minimization measures (MM) and best management practices (BMPs) that will be included in the construction plans. Minimization measures and BMPs will be implemented to avoid or reduce impacts to aquatic habitat and species utilizing such habitat.

MM 1. Fill material will only be placed in specified and permitted locations. Fill placement may be permanent or temporary and will be located in a way that minimizes impacts to sensitive areas.

MM 2. Temporary fills must be entirely removed and the site restored to preexisting conditions.

MM 3. Boundaries of clearing limits associated with site access and construction limits will be clearly flagged to prevent ground disturbance outside the limits.

MM 4. Vegetation will be grubbed only from areas undergoing permanent alteration. No grubbing will occur in areas slated for temporary impacts.

MM5. Temporarily disturbed areas will be restored to pre-work conditions to the extent possible, including protecting existing root systems and allowing re-sprouting of herbaceous and woody plants. Native trees and shrubs will be used that are endemic to the project vicinity or region of the State where the activity is occurring.

MM 6. Removal of riparian vegetation will be minimized to the greatest extent possible. Native riparian vegetation will be replanted where feasible. Vegetation restoration will be coordinated with the Town of Winthrop and any other appropriate agencies.

MM 7. Seasonal restrictions applied to work conducted within or below the OHWM will follow requirements within the HPA issued by the Washington Department of Fish and Wildlife, and Water Quality Standards for Surface Waters of the State of Washington (Chapter 173- 201A WAC). In-water work duration will be minimized as practicable.

MM 8. The work area will be isolated from the rest of the water body and surrounding riparian areas, using sandbags filled with washed pea gravel and plastic sheeting. Isolation of the work area is anticipated to occur outside of the wetted width of the river based on low-flow conditions during the summer fish window.

MM 9. Projects will not inhibit passage of any listed fish species life stage following completion. When feasible, a bypass system will be installed during construction to permit both upstream and downstream passage of listed fish and their prey.

MM 10. All concrete will be poured in the dry, or within confined waters not being dewatered to surface waters, and will be allowed to cure a minimum of 7 days before contact with surface water.

MM 11. Water pumped out of the isolated project area will be discharged to a temporary storage and treatment site--a constructed basin in the north parking lot. Project action area soils have excellent infiltration capacity, and it is anticipated that all pump water will infiltrate in the consructed basin. Remaining sediments will be disposed of in accordance with Washington Department of Ecology requirements. Pump intake will have a screen of an appropriate area and screen opening diameter that comply with current RCW, NMFS guidelines, and the HPA for the project.

MM 13. Equipment will be checked daily for leaks and will be well maintained to prevent lubricants and any other deleterious materials from entering waters of the State. Prior to entering the water or below the OHWM, all equipment will be free of any external petroleum products, hydraulic fluid, and coolants. Wash water will not be discharged to any water body without pre-treatment.

MM 14. All equipment entering waters that may be used by listed fish species and/or if the waters are critical habitat, will use vegetable oil or other biodegradable, acceptable hydraulic fluid substitute, unless the project is an emergency action.

MM 17. Installation of riprap and other materials will occur from the banks or outside the wetted perimeter as much as possible.

MM 18. All materials, such as riprap or gravel, placed within the water will be free of rock fines, silt, soil, or other extraneous material. An exception to the presence of fines is permitted if they are required as part of channel bed reconstruction.

MM 19. All excavated materials will be removed to an upland location where they cannot enter the water body.

MM 22. Listed fish species, including their forage fish, will be removed from the work area prior to any in-water work activities, unless removal would affect the individuals more than leaving them on-site. Fish exclusion activities will follow the most recent WSDOT protocol that has been approved by the NMFS (see Appendix F).

MM 23. Construction impacts will be confined to the minimum area necessary to complete the project.

MM 24. All projects (except exempt activities as listed in section 3-2.2 of the Highway Runoff Manual (HRM, WSDOT 2011), are subject to minimum stormwater management requirements as outlined in Section 3-3 of the HRM. As part of the minimum stormwater management requirements all non-exempt projects must address erosion control. A stand-alone temporary erosion and sediment control (TESC) Plan is required if more than 7,000 ft2 of soil will be disturbed. A project specific SPCC Plan is also required for all nonexempt projects as required in Standard Specification 1-07.15(1).

MM 25. No contractor staging areas will be allowed within 200 feet of any potential wetland, stream, estuary, river, or marine drainage as identified by the project biologist, unless site-specific review completed by the project biologist indicates that no impacts to the sensitive resource areas will occur due to topography or other factors.

MM 26. A stand-alone TESC plan will be developed and implemented for all projects requiring clearing, vegetation removal, grading, ditching, filling, embankment compaction, or excavation. The BMPs in these plans will be used to control sediments from all vegetation-disturbing or ground-disturbing activities.

MM 27. For projects involving concrete, concrete truck chute cleanout areas will be established to properly contain wet concrete and wash water and prevent it from entering wetlands and other waterbodies.

MM 29. The contractor will protect all inlets and catchments from stormwater runoff from fresh concrete, tackifier, paving, or paint striping in case inclement weather unexpectedly occurs.

MM 30. All unstable slopes resulting from construction activities with a high likelihood of delivery of material to listed species-bearing waters will be stabilized within 2 days from October 1 to April 30, and within 7 days from May 1 to September 30.

MM 31. All projects (except exempt activities as listed in section 3-2.2 of the Highway Runoff Manual (HRM, WSDOT 2011), are subject to minimum stormwater management requirements as outlined in Section 3-3 of the HRM. As part of the minimum stormwater management requirements all non-exempt projects must address erosion control. A standalone TESC Plan is required if more than 7,000 ft2 of soil will be disturbed. A project specific SPCC Plan is also required for all nonexempt projects as required in Standard Specification 1-07.15(1).

MM 32. Projects will be designed in accordance with the WSDOT Highway Runoff Manual, or the local agency stormwater manual (if required by the local agency having jurisdiction) provided it is more stringent than the Highway Runoff Manual.

MM 33. All equipment will be fueled and maintained more than 200 feet from the nearest wetland, ditches, flowing or standing water, unless site specific review completed by the project biologist indicates that no impacts to the resource areas will result due to topography or other factors. Exceptions to this requirement are allowed for large cranes, pile drivers, and drill rigs if they cannot be easily moved.

MM 34. Construction equipment will not enter any water body without authorization from WDFW, National Oceanic and Atmospheric Administration (NOAA), or USFWS, as appropriate. Equipment will be operated as far from the water's edge as possible

MM 35. Temporary material storage piles consisting of erosive materials will be placed outside the 100-year floodplain during the rainy season (October 1 through June 1) except for emergency projects, or unless site specific review completed by the project biologist indicates that topography or other factors preclude runoff from entering waterbodies containing listed fish species or their prey. Such temporary storage piles will be stabilized with plastic sheeting, straw bales, or other BMPs, to prevent sediment delivery to these waterbodies. Material to be used within 12 hours of deposition will not be considered a temporary material storage pile.

MM 36. Projects within 200 feet of surface waterwill install and maintain BMPs as stated in the Highway Runoff Manual to ensure that no foreign material, such as pavement slurry from asphalt grinding equipment, is sidecast, and to control and prevent sediments from entering aquatic systems.

MM 37. BMPs, as stated in the Highway Runoff Manual, will be implemented to ensure that no foreign material such as oil or fuel from construction equipment will enter any wetlands, flowing or standing water and that sedimentation is minimized.

MM 38. All unstable slopes resulting from construction activities with a high likelihood of delivery of material to listed species-bearing waters will be stabilized within 2 days from October 1 to April 30, and within 7 days from May 1 to September 30.

MM 39. Large woody debris associated with project activities will be left in the riparian area if possible, or retained for future restoration use by WSDOT, or donated to a local watershed group if a need exists.

MM 40. No paving, chip sealing, or stripe painting will be initiated in rainy weather.

MM 45. Any removed piling or other materials, including their waste water, will be fully contained and disposed of at a location with regulatory approval.

MM 63. The development and use of temporary access roads will meet the following conditions:

a) Existing roadways or travel paths will be used whenever they provide the needed access.

b) Where stream crossing are essential, the crossing design will accommodate reasonably foreseeable risks (such as flooding and associated bedload and debris) to prevent diversion of streamflow out of the channel and down the road in the event of a crossing failure.

c) Vehicles and machinery must cross riparian areas and streams perpendicular to the main channel unless site specific conditions require an alternate approach.

d) Temporary roads within 300 feet of streams will avoid, minimize, and mitigate soil disturbance and compaction by clearing vegetation to ground level, and placing clean gravel over geotextile fabric.

e) The number of stream crossings will be minimized.

Additional avoidance and minimization measure will consist of turbidity monitoring upstream of the project site at a reference point, and at the point of compliance (POC) 200 feet downstream of the project (see Action Area below). Turbidity measurements at the POC shall not exceed 5 Nephelometric Turbidity Units (NTUs) compared to the reference point.

Action Area

The Action Area is defined as the geographic extent (both aquatic and terrestrial) of the physical, chemical, and biological effects of a proposed action. Effects include direct, indirect, effects from interrelated and interdependent activities, and beneficial effects from the proposed project. The Action Area for the Chewuch Bridge Pedestrian Underpass project may be defined based on three parameters:

- Temporary construction-related noise effects and distances
- Extent of physical modifications to the aquatic, riparian, and upland environments
- Extent of potential water quality impacts associated with project construction and operation

Noise: Temporary construction-related noise

The project site is located on the southwest side of commercial properties along Chewuch River, and below the SR 20 bridge. The bridge conveys 2,000 vehicles per day on average (WSDOT, 2016), and has a relatively moderate ambient noise level of 58 dBA.

The Town of Winthrop has a density of approximately 400 people per square mile; such a population density generates an estimated background noise level exclusive of traffic of 45 dBA. A background noise level of 45 dBA was used to determine the extent of the action area for noise-related project effects, and the potential use of the loudest piece of construction equipment (grader for trail construction; 89 dBA at 50 feet from the source) was used to determine the distance at which construction-related noise attenuates to background levels.

Because no pile driving or other noise-generating activities will take place in aquatic environments, noise attenuation and attenuation distance was analyzed for terrestrial noise only. The project site is surrounded by buildings, water, and paved surfaces, resulting in a hard site that attenuates noise at 6 dBA per doubling of distance based on WSDOT guidance. The following table demonstrates the extent of the construction-related grader noise and its attenuation. Initial dBA was determined by accounting for the three loudest pieces of construction equipment for the project (grader [89 dBA], dozer [82 dBA], concrete truck [81 dBA]) and using WSDOT rules for decibel addition. The resulting total was 90 dBA, based on the decibel addition of the dozer and concrete truck, with their combined dBA value adding 1 dBA to the grader dBA value.

Table 2: Construction Noise, Background Noise, and Noise Attenuation Distances

Distance from Source (ft)	Point Source Noise, Hard Site (-6 dBA per doubling of distance)	Background Noise Level
50	90 dBA	45 dBA
100	84dBA	45 dBA
200	78 dBA	45 dBA
400	72 dBA	45 dBA
800	66 dBA	45 dBA
1,600	60 dBA	45 dBA
3,200	54 dBA	45 dBA
6,400	48 dBA	45 dBA
12,800	42 dBA	45 dBA

Construction-related noise will fall below background noise between 1.2 and 2.4 miles away from the project.

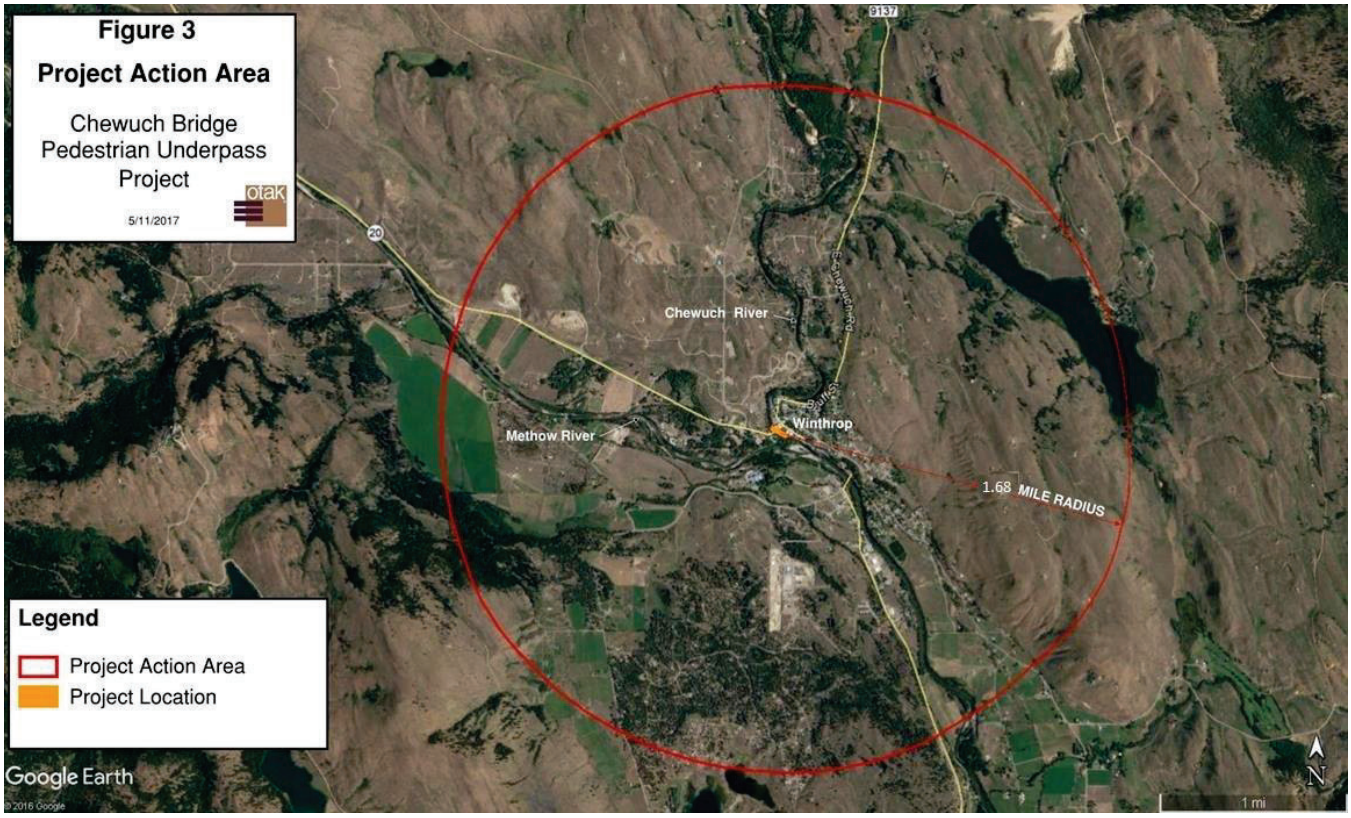
A more specific calculation of construction noise distance and attentuation is based on the equation $D = D_0 * 10^{(\text{Construction Noise} - \text{Ambient Sound Level in dBA})/\alpha)}$, where D is the distance at which construction noise attenuates to background noise, construction noise is the point source noise at 50 ft., D_0 is the reference measurement for noise (50 ft.), and α is 20 for hard ground, construction noise attenuation for the project is D = 8,891 ft or **1.68 miles.**

Physical Modifications to the Environment
Construction of the project will involve removal of soil on the upland banks of Chewuch River as well as some vegetative clearing and grading for the trail alignment. Long term physical modifications to the environment include minor modifications to the river bank associated with trail installation, installation of native riparian plants, and in-water replacement of scour protection material within the OHWM.

Water Quality: Potential impacts
Water quality impacts may occur as a result of construction activities and potentially as a result of stormwater runoff into the system after the project is complete. The action area extents for potential water quality impacts were established at a radius downstream and upstream for 200 feet in either direction from trail construction and grading activities, to reflect potential sediment release and mobilization. The 200-foot distance was based on Ecology mixing zone distances for

water quality points of compliance for projects based in river and stream environments (Ecology, 1998), using a flow rating of 10-100 cfs during construction.

Figure 3. Map of Action Area—Terrestrial



Status / Presence of Listed Species and Designated Critical Habitat in the Action Area

This Biological Assessment addresses the potential effects of the proposed trail construction, scour replacement and associated work on threatened and endangered species in the Action Area per the Endangered Species Act. Table 3 presents the ESA-listed species, obtained from the U.S. Fish and Wildlife Service (USFWS, 2018) and the National Marine Fisheries Service (NMFS, 2018), that may occur in Okanogan County. Additional and more specific information on species occurrance was obtained through the Aquatic species are those that may occur in the Chewuch River and Methow River. The grayed lines in the table indicated species that occur in Okanogan County but were not identified in the USFWS species list through the USFWS Information for Planning and Construction (IPAC) database. Appendix C presents the above information.

	Table 3. Federally Listed Species that May Occur in Okanogan County, Washington				
Common Name	**Scientific Name**	**Federal Status**	**WA State Status**	**Critical Habitat**	**Regulatory Agency**
Fish Species					
Bull Trout, Columbia River DPS*	*Salvelinus confluentus*	Threatened	Candidate	Designated	USFWS
Dolly Varden (proposed)	*Salvelinus malma*	Threatened (Proposed Similarity of Appearance)	Candidate	None	USFWS
Chinook Salmon, Upper Columbia River-spring ESU**	*Oncorhynchus tshawytscha*	Endangered	Candidate	Designated	NMFS
Steelhead, Upper Columbia River DPS*	*Oncorhynchus mykiss*	Threatened	Candidate	Designated	NMFS/ USFWS
Bird Species					
Marbled Murrelet	*Brachyramphus marmoratus*	Threatened	Threatened	Designated[1]	USFWS
Northern Spotted Owl	*Strix occidentalis caurina*	Threatened	Endangered	Designated[1]	USFWS
Yellow-billed Cuckoo	*Coccyzus americanus*	Threatened	Candidate	Proposed[1]	USFWS
Conifers and Cycads					
Whitebark Pine	*Pinus albicaulis*	Candidate	Not Listed	None	USFWS
Flowering Plants					
Ute ladies'-tresses	*Spiranthes diluvialis*	Threatened	Endangered	None	USFWS

Spalding's Catchfly	*Silene spaldingii*	Threatened	Threatened	None	USFWS
Mammals					
Canada Lynx	*Lynx canadensis*	Threatened	Threatened	Designated	USFWS
Gray Wolf	*Canis lupus*	Endangered	Endangered	None	USFWS
Grizzly Bear	*Ursus arctos horribilis*	Threatened	Endangered	None	USFWS
North American Wolverine	*Gulo gulo luscus*	Proposed Threatened	Candidate	None	USFWS

*DPS: Distinct Population Segment **ESU: Evolutionarily Significant Unit

[1]Critical Habitat Designated/Proposed, but does not occur in project Action Area

Designated Critical Habitat

Critical habitat is defined in section 3(5)(A) of the ESA as "(i) the specific areas within the geographical area occupied by the species…on which are found those physical or biological features (I) essential to the conservation of the species and (II) which may require special management considerations or protection; and (ii) specific areas outside the geographical area occupied by the species…upon a determination by the Secretary that such areas are essential for the conservation of the species." The term "conservation", as defined in section 3(3) of the ESA, means "…to use and the use of all methods and procedures which are necessary to bring any endangered species or threatened species to the point at which the measures provided pursuant to this Act are no longer necessary"; i.e. the species is recovered and has been removed from the list of threatened and endangered species. Section 3 also states that the entire range of a species will not usually fall within critical habitat.

Designated critical habitat for listed species is associated with Primary Constituent Elements (PCEs), which are physical or biological features essential to the conservation of a species, and on which its designated or proposed critical habitat is based. PCEs typically include ecological elements such as space for individual and population growth, and for normal behavior; food, water, air, light, minerals, or other nutritional or physiological requirements; cover or shelter; sites for breeding, reproduction, rearing of offspring, germination, or seed dispersal; and habitats that are protected from disturbance or are representative of the species' historic, geographic, and/or ecological distribution.

On May 24, 1996 critical habitat was designated for the marbled murrelet and was finalized August 4, 2016. Critical habitat was designated and finalized for northern spotted owl on December 4, 2012 and for yellow-billed cuckoo on August 15, 2014.

Critical habitat was proposed for the Columbia River Distinct Population Segment (DPS) bull trout on November 29, 2002 and revised and finalized on October 18, 2010; and critical habitat was designated for Upper Columbia Chinook salmon and Upper Columbia Steelhead salmon on

September 2, 2005. Critical Habitat for Canada lynx was designated on November 9, 2006 and revised and finalized on September 12, 2014.

Presence of Federally Listed and Proposed Species in the Project Action Area

Bull Trout (*Salvelinus confluentus*)

Bull trout require specific habitat conditions suitable to their life history needs. For example, water temperature conditions during the summer are an important component of rearing and growth of bull trout. Goetz (1989) suggests optimum water temperature for bull trout rearing at approximately 35.5°F. Sub-lethal effects are evident at temperatures exceeding optimum (Lantz, 1970). High summer water temperatures (up to 69.4 °F) in freshwater systems likely preclude or limit summer use by bull trout. Bull trout typically spawn in the fall, and prefer larger streams (if accessible) that have a cold groundwater upwelling component (Pratt, 1984). Water temperature above 59°F is believed to limit bull trout distribution, which may partially explain the often patchy distribution within some watersheds (Rieman and McIntyre, 1993). In addition, bull trout require stable and non-turbid stream flow during storm events for winter rearing. For example, bull trout greater than four inches in length prefer holding velocities of around five inches/second, and bull trout less than four inches in length prefer holding velocities of four inches/second (Spence *et al*., 1996). Bull trout also require very clean stream substrate for spawning and complex habitats (USFWS, 2010a).

Within Chewuch River, there is approximately 32 miles of migration habitat, 26 miles of rearing habitat and 6 miles of spawning habitat, all occurring mostly within the upper reaches of the river (Owens, 2012).

Species Occurrence
According to the WDFW SalmonScape database (2017), bull trout use Chewuch River for rearing habitat and have a documented presence in Methow River. Spawning presence has also been documented in Methow River (Nelson, 2012). Bull trout use Chewuch River for rearing, foraging, migration and over-wintering (WDFW, 2017; Inter-Fluve, 2010)

The presence of pre-spawning migrating bull trout has been documented between the months of June and July (Nelson, 2012). Spawning occurs in the upper reaches of Chewuch River and its tributary, Lake Creek. Post-spawning downstream migrations occur between the months of September and October and have been documented near the project location from October to December (Nelson, 2012).

Inadequate instream flows upriver and downriver of the project area during the summer months may limit the presence of bull trout in this reach of Chewuch River (Inter-Fluve, 2010;

Department of Ecology, 2017). The majority of documented migrations occurred during the night (Nelson 2012).

The presence of bull trout within the project area during the construction period is possible. Chewuch River meets the spawning requirements for bull trout, such as cold, clean, and relatively undisturbed waters, however complex habitat features such as undercut banks, large woody debris, and deep pools are generally absent from the project area section of Chewuch River. Inadequate stream flows during the summer months may also limit the presence of bull trout during the construction period. The results of the habitat evaluation for bull trout by Otak biologists on April 13, 2017 indicate that the habitat within the project action area is generally considered to be properly functioning based on the presence of cold, clean water and relatively complex in-stream habitat. Evidence of bull trout near the project action area has been established based on screw trap data collected just upstream of the proposed project site (Martens *et al*., 2014), including summer months.

Dolly Varden (*Salvelinus malma*)

Dolly varden is similar in appearance, life history, and habitat requirements to bull trout. Previously, dolly varden and bull trout were considered a species complex. See bull trout information above for life history, habitat needs and species occurrence for dolly varden in project action area.

Chinook Salmon (*Oncorhynchus tshawytscha*)

The Chinook salmon is the largest of the Pacific salmon, averaging 36 inches in length and 18 to 22 pounds in weight. Chinook salmon remain in the ocean for three to four years before returning to their parent streams to spawn. Spawning females may dig several redds in deep waters with large gravels, between 0.5 and 4 inches in diameter (Emmet *et al*., 1991). All of the adults die after spawning. The eggs hatch in 33 to 178 days depending on water temperature, dissolved-oxygen concentrations, and other physical factors (Bjornn and Reiser, 1991). The alevin reside in the nests for two to three weeks while absorbing their yolk sacs. The juvenile fry rear in their natal streams for varying lengths of time depending on hatch date and water temperatures. Fall Chinook fry usually feed for a short time then undergo smoltification and migrate to the ocean. Some fry rear for a year, especially juveniles in systems with lakes, before smolting and migrating to the Pacific Ocean (Wydoski and Whitney, 2003; Emmet *et al*., 1991). During the downstream migration of juveniles, low dissolved-oxygen concentrations and high water temperatures can hamper their swimming ability. Juveniles that remain in stream systems for longer periods will move upstream to take advantage of better water quality conditions and to escape extreme flow events. Juvenile preference for winter habitat has not been well studied. Use of the main channel, side channels, overhanging banks with cobble substrate, and backwater areas have all been reported (Healy, 1991). Chinook preferentially spawn in larger, mainstem freshwater river and larger stream systems with coarser substrate and large amounts of gravel.

The Methow River spring-run Chinook salmon population has been classified as "very large" in size based on historical habitat potential by the Interior Columbia Technical Recovery Team (NOAA, 2016). Chewuch River has been classified as an area of concern due to reduced flow levels and elevated water temperatures (NOAA, 2016). The United States Forest Service (USFS) road network and livestock related impacts in the Chewuch watershed contributes to the impairment of tributary habitat and functions, and degradation of riparian areas (NOAA, 2016).

Species Occurrence
According to the WDFW SalmonScape database (2017), Chinook salmon have been documented using Chewuch River for spawning habitat. A USFWS national fish hatchery is located approximately 0.3 miles upstream of Methow River from the convergence of Chewuch and Methow Rivers. This hatchery raises and releases spring and summer-run Chinook salmon. Spring Chinook salmon contributes approximately 30 percent of production in the Methow basin, and use Chewuch River for migration, spawning, and rearing (Inter-Fluve, 2010).

The Chewuch and Methow River confluence is used for adult holding, spawning and juvenile rearing (U.S. Department of the Interior, 2011). A United States Geological Survey (USGS) assessment documented the presence of juvenile Chinook salmon in Chewuch River from March through September (Martens *et al*., 2014). However abundance and productivity remained well below the viable thresholds called for in the Upper Columbia Recovery Plan for all three populations- (NOAA, 2016).

The presence of juvenile Chinook salmon within the project area during the construction period is **likely** due to the release of summer run salmon from the USFWS hatchery and natural populations. As noted above, evidence of Age 0 Chinook near the project action area has been established based on screw trap data collected just upstream of the proposed project site (Martens *et al*., 2014). The results of the habitat evaluation for Chinook salmon indicate that the habitat within the project action area is generally considered to be **properly functioning** based on the presence of cold, clean water and relatively complex in-stream habitat.

Steelhead Trout (*Oncorhynchus mykiss*)

Steelhead are an anadromous form of rainbow trout, rearing in freshwater as juveniles for one to three years, and then outmigrating to marine waters to mature to adulthood, eventually returning to spawn in their natal freshwater habitat. Unlike other anadromous salmonids, steelhead are iteroparous and can spawn multiple times, often returning to marine waters between freshwater spawning bouts. Steelhead juveniles and adults alike require cold, clean water for development and spawning, with low levels of sediment and adequate dissolved oxygen. Adults spawn in areas with predominantly gravel substrate and adequate escape cover. Developing and juvenile steelhead also require adequate escape cover, as well as refugia from flow, disturbance events, and excessively warm water temperatures.

Species Occurrence
According to the WDFW SalmonScape database (2017), steelhead trout are documented as using

Chewuch River for spawning. The USFWS national fish hatchery raises juvenile steelhead and releases them into Methow River. Adult and juvenile steelhead have been identified within Chewuch River. Adults have been documented in Chewuch River from March through June and juveniles have been documented from June through November (Martens, 2014)

Chewuch River has been classified as an area of concern due to reduced flow levels and elevated water temperatures (NOAA, 2016). The USFS road network and livestock related impacts in the Chewuch watershed contributes to the impairment of tributary habitat and functions, and degradation of riparian areas (NOAA, 2016). Impaired waters and low instream flow conditions have also contributed to reduced migration, spawning and rearing numbers for steelhead salmon. Upper Columbia River steelhead populations have increased since the 1990s, however natural populations remain below viability thresholds for three out of the four populations (NOAA, 2016).

The presence of steelhead salmon within the project area during the construction period is **likely** due to the release of steelhead from the USFWS hatchery and natural populations. Evidence of steelhead near the project action area has been established based on screw trap data collected just upstream of the proposed project site (Martens *et al*., 2014), including summer months. The results of the habitat evaluation for steelehead salmon indicate that the habitat within the project action area is generally considered to be **properly functioning** based on the presence of cold, clean water and relatively complex in-stream habitat.

Marbled Murrelet (*Brachyramphus marmoratus*)

Marbled murrelets are small seabirds of the auk family; they have long wings and short bills and tails. In North America, they range from the Bering Sea to central California. Marbled murrelets spend most of their time near coastal areas, diving for and feeding on a wide variety of marine prey—especially crustaceans and fish—while on the water. Marbled murrelets spend the winter months foraging within 0.3 to 2 km of the shore (USFWS, 1996) and moving further offshore during the nights. Murrelets often aggregate in areas of abundant forage resources, displaying locally clumped distribution patterns (Sealy and Carter, 1984).

During breeding season, however, marbled murrelets will sometimes fly inland to distances up to 70 km (SEI, 1997) in order to nest. Nesting sites are tightly and positively correlated with the presence of old growth forest, as the marbled murrelet constructs its nest in the large, mossy branches of old growth trees with high canopy cover. In May, the birds move northward to their breeding grounds in a diffuse migration. By May, marbled murrelet females have laid a single egg in a cup-shaped nest high in large, mature trees, and parents take daily turns incubating the egg while the other bird feeds in the coastal waters. Both parents feed the young chick once the egg hatches. To provide food for their young, the parent birds fly to the coastal waters, forage, and then return to the nest site at night with fish prey items that they feed to the young chick.

Species Occurrence
Most populations of this species in Washington State are associated with areas around the San Juan Islands, the north coast of the Olympic peninsula, and the outer coast the state. Nesting sites are tightly and positively correlated with the presence of old growth forest, as the marbled murrelet constructs its nest in the large, mossy branches of old growth trees with high canopy cover.

The project action area consists of unforested, agricultural and rural commercial land. The nearest marine water is the Puget Sound, approximately 100 miles away. The results of the habitat evaluation by Otak biologists indicated that no suitable nesting or foraging habitat is available within the project Action Area. Marbled murrelets are **not present** in the project Action Area.

Northern Spotted Owl (*Strix occidentalis caurina*)

The northern spotted owl is a subspecies of the spotted owl, a medium-sized, nocturnal predatory bird that nests in cavities in trees. The diet of spotted owls consists mainly of rodents, particularly northern flying squirrels, with occasional lagomorphs (e.g. rabbits, hares) included.

Northern spotted owls are associated with old growth forests, which provide the nesting and roosting habitat the owls need. Typically, good roosting and nesting habitat is characterized by moderate to high canopy closure (60 to 80 percent closure); a multi-layered, multi-species canopy with large overstory trees; a high incidence of large trees with various deformities (e.g., large cavities, broken tops, mistletoe infections, and debris accumulations); large accumulations of fallen trees and other debris; and sufficient open space below the canopy for owls to fly (Thomas, *et al*., 1990). While northern spotted owls may successfully forage in more open areas, old growth forests provide ample numbers of the owls' preferred prey: northern flying squirrels. Thus, to a large extent, northern spotted owls are dependent upon old growth forests for survival and successful breeding and nesting.

Northern spotted owls frequently nest in the tops of broken trees, within cavities in the tree trunks, on mistletoe brooms, or occasionally use squirrel or raptor nests as platforms on which to build their own nests. Pairs form in February or March; northern spotted owls often form lifelong pair bonds. Egg laying takes place in March and April and usually two to three eggs are produced. One brood is produced each season. Eggs are incubated for 30 days, and the young fledge 34-36 days after hatching. The female incubates the egg and broods the young for the first 8-10 days after hatching; during this period, the male brings her food. Some owls forage during the day to take care of the young at night.

Species Occurrence
Within the project Action Area, there is no connectivity to old growth, or mature forests. The closest contiguous forest is located approximately 5 linear miles from the Action Area. The

results of the habitat evaluation by Otak biologists indicated that no suitable nesting or hunting habitat is available within the project Action Area. Northern spotted owls are **not present** in the project Action Area.

Yellow-billed Cuckoo (*Coccyzus americanus*)

The yellow-billed cuckoo is a long-distance, neotropical migrant bird of the cuckoo family (*Cuculidaea*). The yellow-billed cuckoo is a riparian species, requiring relatively large, contiguous patches of multilayered riparian habitat for nesting (Daw, 2014). The yellow-billed cuckoo uses dense, wooded habitat as well as thickets along streams and marshes. Caterpillars make up the majority of the species' diet. Yellow-billed cuckoos build nests consisting of loose sticks and twigs and have an extremely short nesting cycle, approximately 17 days. Within a week of hatching, chicks are fully feathered and ready to leave the nest (Cornell Lab or Ornithology, 2015). The yellow-billed cuckoo begins its southward winter migration by late august (Daw, 2014).

Species Occurrence
Yellow-billed cuckoos are considered extirpated in Washington due to habitat loss (Seattle Audubon Society, 2017). However, one female was documented approximately 5 miles northwest of the Town of Winthrop along Methow River (Wiles, 2017). The presence of the yellow-billed cuckoo in the project action area is **highly unlikely** due to the urbanized development near the river's edge and sparse wooded habitat in the immediate vicinity and surrounding agriculture use.

Whitebark Pine (*Pinus albicaulis*)

Whitebark pine grows at high elevations near the timberline around approximately 5,000 feet, on thin, rocky exposure. Within the semiarid regions of the Cascade Mountain Range, it is typically found on cool exposures and moist sites. It is a slow-growing, long-lived species with importance for watershed protection (Arno, n.d.).

Species Occurrence
The surrounding area of the action area is comprised of a shrub-steppe landscape at an elevation around 1,800 feet. Whitebark pine in the project action area is **not present** due to the developed agricultural land, lower elevations, and non-mountainous landscape. No whitebark pine was observed in the project area during a field visit on April 13, 2017 by Otak biologists.

Ute Ladies'-tresses (*Spitanthes dilvuvialis*)

Ute Ladies'-tresses is a perennial herb belonging to the orchid family (*Orchidaceae*). Ute Ladies'-tresses' habitat occurs along riparian edges, high flow channels, floodplains, wet meadows and wetlands. The majority of the species population occurs primarily in the western states of Wyoming, Utah and Colorado. A small species occurrence has been found near the convergence of the Methow and Columbia River systems, approximately 40 river miles downstream from the project area (USWFS, 2017a).

Species Occurrence
Ute ladies'-tresses within the project Action Area is **not present**. The project is located along the disturbed upland banks of Chewuch River, and has poor habitat conditions for the species. During a field survey by Otak biologists, no Ute ladies'-tresses was observed.

Spalding's Catchfly (*Silene spaldingii*)

Spalding's Catchfly is a perennial herb in the pink family (*Caryophyllacea*). The species is endemic to the Palouse region of south-east Washington and adjacent Oregon and Idaho, and is disjunct in northwestern Montana and British Columbia, Canada. This species is found predominantly in the Pacific Northwest bunchgrass grasslands and sagebrush-steppe, and occasionally in open-canopy pine stands (USFWS, 2017b). The nearest species occurrence to the project site is located near Grand Coulee, approximately 65 linear miles from the project site.

Species Occurrence
Spalding's catchfly in the project action area is **not present** due to the lack of appropriate grassland habitat within the project action area and disturbed nature of the site. During a field survey by Otak biologists, no Spalding's catchfly was observed. Habitat within the area consisted primarily of riverine bank habitat with upland shrub vegetation communities and would be unsuitable for Spalding's catchfly.

Canada Lynx (*Lynx canadensis*)

The Canada lynx is a relatively large cat that is normally found in northern, forested areas or in higher, more remote mountains. "Habitat analyses suggest that lynx require at least four months of continuous winter snow cover" (WDFW, 2012). Primarily feeding on snowshoe hare, lynxes will also supplement their diets with rodents and birds. They can cover up to 12 miles during a single night of hunting. Denning in hollow logs and other sheltered areas within mature forests; lynxes are rarely seen—due to their shyness, nocturnal habits, and their predilection for remote, isolated habitat.

Mating occurs in January or February, and young are born in the early spring after a 60-day gestation period. Usually one to four kittens are born; weaning occurs within two to four months, but the young stay with the mother for approximately one year. Lynxes may live up to 15 years in the wild.

Species Occurrence
The Canada lynx is present in small numbers in Okanogan County (WDFW, 2012). Estimates indicate that there are between 50 and 100 lynx in Washington state as of 2017 (Conservation Northwest, 2017a). In 2011, a male lynx was tagged in the upper reaches of Eightmile Creek, a tributary to Chewuch River.

The project action area is located in the lowlands of the valley in commercially and agriculturally developed land with a lack of connectivity to forested lands. Canada lynx is **not present** within the project Action Area.

Gray Wolf (*Canis lupus*)

The largest wild canids in North America, gray wolves are pack animals with a complex social organization. Usually organized as family units, wolf packs generally contain 8-12 individuals and are led by the dominant (alpha) male and female. The alpha pair is reproductively active, and engages in behavioral suppression of the reproductive cycles of other members of the pack. Wolf diet is varied, and may consist of small mammals such as ground squirrels, rabbits, and hare, but may also include large ungulates such as deer and elk, which the pack hunt cooperatively. Wolves generally reside in wilderness forests and tundra, and may hunt over territories ranging from 50 to up to 1,000 square miles, depending upon prey availability.

Wolves may begin to breed at two or three years of age, but in packs the alpha pair engages in breeding while other non-related adults do not. The alpha pair breeds in winter, from January until March, and the gestation period is approximately 61-63 days. Weaning occurs at about 8-10 weeks, and juveniles will often disperse away from their natal pack at one or two years of age. Wolves may live up to 13 years in the wild."

Species Occurrence
The Loup Loup wolf pack range is located east of the Town of Twisp, approximately 8 linear miles from the action area. The Action Area is mostly comprised of agricultural and commercially developed lands and lacks connectivity to forested habitats with suitable prey. Wolves generally avoid anthropogenic disturbances, and gray wolves within the project action area are **not present**.

Grizzly Bear (*Ursis arctos horribilis*)

The largest carnivore in North America, grizzly bears may weigh up to 800 pounds for males, and up to 400 pounds for females. Within the conterminous U.S., grizzly bears are rare, found in high mountains and wilderness areas. Generally, grizzlies are solitary; occasionally small family groups—usually a mother and her cubs—are seen. Cubs will stay with their mother for up to three years.

Grizzlies require a great deal of area in which to forage; home ranges usually encompass 25 square miles of area, and sometimes up to 50 square miles. The diet of grizzlies is omnivorous, with meat, fruit, grass and other green vegetation, grubs and insects, and nuts, roots, and bulbs of various plants comprising the broad spectrum of forage material. Grizzlies must eat enormous quantities of food to store up the fat necessary for engaging in cold-weather torpor.

Grizzlies breed starting at four years of age, although some may breed at three years of age and others not until seven or eight years of age. Females breed in alternate years or once every three years. Mating occurs in the summer (May-July), and the young are born in late fall or winter after a six month gestation period. Cubs continue to feed on their mother's milk for up to a year, and remain in their mother's company for a year or two beyond that before dispersing.

Species Occurrence
The grizzly bear can be found in parts of the Rocky Mountains and northern Cascade Range. Recovery areas are located in the North Cascades National Park and Mount Baker-Snoqualmie National Forest. The recovery area extends roughly from Interstate Highway 90 to the Canadian Border and east to the Columbia and Okanogan rivers on the east side of the Cascade Mountains (NOAA, 2013). Currently, fewer than 20 grizzly bears are estimated to reside in the North Cascades region (NOAA, 2013).

Although the species may be present in the upper elevations within the Methow Basin, grizzly bear within the project Action Area are **not present**, given the rarity of the species and developed, low elevation land of the project Action Area.

North American Wolverine (*Gulo gulo luscus*)

The North American Wolverine is the largest terrestrial member of the family *Mustelidae.* The species reside in regions that are cold enough to maintain deep persistent snow late into the warm season. Females rely on deep snow for their dens which are dug out to about eight feet or more below the snow surface. Breeding generally occurs from late spring to early fall. Females will use natal dens that are excavated in deep snow. Home ranges of the North American wolverine vary from approximately 40 square miles to 350 square miles. Wolverines are predominantly scavengers and often solitary except during mating season.

Species Occurrence
A small population of North American wolverines exists within the North Cascades. Some estimates report that that there may approximately 36 individuals in the North Cascades between I-90 and the Canadian Border (Conservation Northwest, 2017b). Wolverines have been documented and tagged in the upper, montane elevations within the Methow Basin (Aubry, 2012).

Although the North American Wolverine may be present within the Methow Basin, they are **not present** within the Action Area. The project location is within the lower elevations of the Methow Valley and surrounded by agriculture and commercial land use. Wolverines are unlikely to enter these areas as they lack suitable habitat and food requirements.

Presence of Federally Designated and Proposed Critical Habitat in the Project Action Area

Designated Critical Habitat for Bull Trout

Critical habitat for bull trout includes the waters of Chewuch River, with associated PCEs. A total of nine PCEs have been identified for bull trout, derived from the revised final rule listing designated critical habitat for bull trout (USFWS, 2010b). In the waters of Chewuch River, these PCEs include:

- Springs, seeps, groundwater sources and subsurface water connectivity to contribute to water quality and quantity and provide thermal refugia. Groundwater sources contributing to the preferred cold waters by bull trout constitutes this PCE for the project area.
- Migration habitats with minimal physical, biological or water quality impediments between spawning, rearing, overwintering and foraging habitats. The perennial flow regime of the Chewuch River, coupled with no known physical, biological, or water quality impediments constitutes this PCE for the project area.
- An abundant food base, including terrestrial organisms of riparian origin, aquatic macroinvertebrates, and forage fish.
- Complex river, stream, lake, reservoir, and marine shoreline aquatic environments and processes that establish and maintain these aquatic environments, with features such as large wood, side channels, pools, undercut banks and unembedded substrates, to provide a variety of depths, gradients, velocities, and structure. The in-channel habitat complexity of the Chewuch River constitutes this PCE for the project area.
- Water temperatures ranging from 2 to 15 °C (36 to 59 °F), with adequate thermal refugia available for temperatures that exceed the upper end of this range. Specific temperatures within this range will depend on bull trout life-history stage and form; geography; elevation; diurnal and seasonal variation; shading, such as that provided by riparian habitat; streamflow; and local groundwater influence.
- In spawning and rearing areas, substrate of sufficient amount, size, and composition to ensure success of egg and embryo overwinter survival, fry emergence, and young-of-the-year and juvenile survival. A minimal amount of fine sediment, generally ranging in size from silt to coarse sand, embedded in larger substrates, is characteristic of these

conditions. The size and amounts of fine sediment suitable to bull trout will likely vary from system to system.

- A natural hydrograph, including peak, high, low, and base flows within historic and seasonal ranges or, if flows are controlled, minimal flow departure from a natural hydrograph.

- Sufficient water quality and quantity such that normal reproduction, growth, and survival are not inhibited.

- Sufficiently low levels of occurrence of nonnative predatory (e.g., lake trout, walleye, northern pike, smallmouth bass); interbreeding (e.g., brook trout); or competing (e.g., brown trout) species that, if present, are adequately temporally and spatially isolated from bull trout.

Designated Critical Habitat for Chinook

Critical habitat has been designated for Chinook salmon and includes Chewuch River. Six PCEs are associated with designated critical habitat for Upper Columbia River Chinook, derived from the final rule listing designated critical habitat for Chinook salmon (USFWS, 2005). Three PCEs are applicable for the waters of Chewuch River include:

- Freshwater spawning sites with water quantity and quality conditions and substrate supporting spawning, incubation and larval development. Suitable spawning substrate habitat constitutes this PCE for the project area.

- Freshwater rearing sites with water quantity and floodplain connectivity to form and maintain physical habitat conditions and support juvenile growth and mobility; water quality and forage supporting juvenile development; and natural cover such as shade, submerged and overhanging large wood, log jams and beaver dams, aquatic vegetation, large rocks and boulders, side channels, and undercut banks.

- Freshwater migration corridors free of obstruction with water quantity and quality conditions and natural cover such as submerged and overhanging large wood, aquatic vegetation, large rocks and boulders, side channels, and undercut banks supporting juvenile and adult mobility and survival.

Designated Critical Habitat for Steelhead

Critical habitat has been designated for Steelhead salmon and includes Chewuch River. Six PCEs are associated with designated critical habitat for Upper Columbia River Steelhead, derived from the final rule listing designated critical habitat for Steelhead salmon (USFWS, 2005). Three PCEs are applicable for the waters of Chewuch River include:

- Freshwater spawning sites with water quantity and quality conditions and substrate supporting spawning, incubation and larval development.

- Freshwater rearing sites with water quantity and floodplain connectivity to form and maintain physical habitat conditions and support juvenile growth and mobility; water quality and forage supporting juvenile development; and natural cover such as shade, submerged and overhanging large wood, log jams and beaver dams, aquatic vegetation, large rocks and boulders, side channels, and undercut banks.

- Freshwater migration corridors free of obstruction with water quantity and quality conditions and natural cover such as submerged and overhanging large wood, aquatic vegetation, large rocks and boulders, side channels, and undercut banks supporting juvenile and adult mobility and survival.

Designated Critical Habitat for Marbled Murrelet

Designated critical habitat for marbled murrelets does not occur in Okanogan County.

Designated Critical Habitat for Northern Spotted Owl

Designated critical habitat for northern spotted owls occurs within Okanogan County, though there is no designated critical habitat within the project Action Area. Critical habitat occurs approximately three to five miles west and north of the project Action Area within regions of dense forest.

Designated Critical Habitat for Yellow-billed Cuckoo

There is no proposed critical habitat for the yellow-billed cuckoo within Okanogan County. Proposed critical habitat for this species occurs near Idaho Falls, Idaho, approximately 520 miles southwest of the project site.

Designated Critical Habitat for Canada Lynx

Designated critical habitat for Canada lynx occurs within Okanogan County. There is no critical habitat within the project Action Area. Canada lynx critical habitat is located within the upper elevations of the Methow Basin, approximately 6 miles north, east and west from the project Action Area.

Environmental Setting

The project is proposed within the broader, landscape setting of the Methow Valley watershed, WRIA 48. The Methow Valley is located east of the Cascade Mountain Range and drains an area of approximately 1,800 square mile. Methow Valley is a semi-arid basin with three major rivers, Methow, Twisp and Chewuch. Many small rivers feed into these three major rivers. Both Chewuch and Twisp rivers flow into the larger Methow River which converges with the Columbia River at the City of Pateros.

The basin is characterized as high desert, with annual precipitation rages from 8 inches at the valley bottoms to 180 inches in the mountains. Six towns are located in the Methow Basin: Pateros, Methow, Carlton, Twisp, Winthrop and Mazama. Land use is generally split between agricultural and cultural development, with about 17,000 acres under irrigation (Methow Watershed Council, 2005). The remainder of the basin is largely untouched and consists of a shrub-steppe landscape with herbaceous habitat and bare rock, leading up to mixed forested mountains on either side of the valley. Elevations within the Methow basin range from approximately 1,800 feet at the valley bottom up to approximately 8,900 feet in the surrounding mountains.

The project area lies at the intersection of three subbasins: Chewuch, Upper Methow, and Middle Methow, just north of the Chewuch and Methow river confluence.

Soils within the project action are generally comprised on Owhi ashy fine sandy loam, as well as Newbon and Winthrop soil classifications. Owhi soils are derived from mixed volcanic ash over glacial outwash and are non-hydric.

Habitat Conditions in Action Area (Terrestrial Species and Freshwater Species)

Terrestrial and freshwater habitat conditions within the project Action Area have been impacted by rural commercial development and agricultural land use.

Terrestrial habitat within the Action Area is limited. Much of the area has been converted to crop or grazing land for agriculture as well as some commercial development within the Town of Winthrop. Foraging and nesting habitat for bird species is limited to small pockets of forest that exists in the southernmost region of the Action Area, approximately one mile from the project site.

Although agricultural developments are located primarily along the river systems in the Methow Valley, water quality within these systems remains extremely high (Methow Watershed Council, 2005). Chewuch River has been classified as Class AA for uniformly exceeding the requirements for all or substantially all uses (Methow Watershed Council, 2005). Impacts to habitat conditions

are the result of water withdrawals from agriculture uses, fish blocking barriers such as culverts, and many forest service roads. Suitable habitat for freshwater aquatic species is available regardless of these and other anthropogenic disturbances.

Habitat within the project site was evaluated by Otak biologists on April 13, 2017.

Chewuch River within the project area has an approximate 70-foot bankful width and 4-foot bankful depth. The substrate is comprised of a mix of boulders and cobles with fines along the banks. Canopy cover along the river's edge is low, as trees and woody shrubs are sparse. Habitat along the bank slopes generally consists of upland shrub vegetation. The upland shrub communities are dominated by dogwood (*Cornus sericea*), Woods' rose (*Rosa woodsii*), ponderosa pine (*Pinus ponderosa*), reed canarygrass (*Phalaris arundinacea*), willows (*Salix sp.*), scouring rush (*Equisetum hyemale*), black locust (*Robinia pseudoacacia*), English hawthorn (*Crataegus monogyna*) and cottonwood (*Populus baslamifera*).

In the location of the proposed pedestrian, species observed include the above, as well as: burdock (*Arctium lappa*), poison ivy (*Toxicodendron radicans*), Oregon grape (*Mahonia nervosa*), water birch (*Betula nigra*), and Virginia cherry (*Prunus virginiana*).

Habitat Conditions in Basin or Subbasin (Freshwater Aquatic Species)

The project area is located at the intersection of three subbasins within the Methow basin: Chewuch, Upper Methow, and Middle Methow. Methow River is approximately 80 river miles in length and is the main river system that flows through the Methow Basin.

Chewuch Subbasin

Chewuch River is the main river system in the Chewuch subbasin. The headwaters of Chewuch River begin near the United States-Canada border between Apex Mountain and Remmel Mountain and flows south for approximately 45 miles, converging with Methow River at the Town of Winthrop. Many tributaries contribute flow to Chewuch River in a basin of approximately 525 square miles (Kimbrough, 2005).

Habitat within the Chewuch subbasin includes meadows, small ponds and wetlands, large snag stands, talus and cliffs. The valley bottom mainly consists of meadows and ponderosa pine and Douglas-fir stands, which gradually changes to subalpine and dry mixed forest stands in the higher elevations of the surrounding mountains.

The southernmost portion of the Chewuch subbasin is more heavily impacted by human disturbances, such as agriculture along the river system, livestock grazing allotments, and commercial properties.

Upper Methow Subbasin

Methow River is the main river system in the Upper Methow subbasin. The segment of Methow River within the subbasin is approximately 13 river miles in length with several tributaries contributing to the flow.

Habitat within the Upper Methow subbasin is dominated by large ponderosa pine and Douglas-fir stands. Upper elevations include mixed dry, subalpine forest and portions of the Upper Methow subbasin include mature or old-growth stands (USFS, 2004). Other habitat includes cliffs and stands of snags.

The majority of human impacted land includes agricultural fields that line Methow River through the entire subbasin as well as many winding forest service roads throughout the upper elevations of the subbasin.

Middle Methow Subbasin:

Methow River continues to flow south from the Upper Methow subbasin to the Middle Methow subbasin for approximately 10 river miles between the Town of Winthrop and the Town of Twisp.

The majority of available habitat within the Middle Methow subbasin consists of shrub and herbaceous meadows. Other habitat includes small ponds, wetlands, cliffs and talus. There is considerably less forested habitat in the Middle Methow subbasin than compared to the Upper Methow and Chewuch subbasins.

The majority of human impacted land use within the greater Methow basin occurs within the Middle Methow subbasin. The area is heavily used for agriculture and recreational use, although most of these uses occur within close proximity to Methow River, leaving the upper hills largely untouched.

Temperature:
Chewuch: A small segment in the upper reaches of the mainstem of Chewuch River is 303(d) listed as a Category 5 for temperature.

Upper: A small side channel of Methow River near the Town Winthrop is listed as a Category 2 for temperature.

Middle: There are no temperature issues listed for the Middle Methow subbasin. The Middle Methow Subbasin is **properly functioning** for the temperature indicator.

Project Action Area: During a habitat assessment by Otak biologists, water temperature recorded was approximately 45 degrees Fahrenheit. There are no listed water quality issues per Ecology's Water Quality Atlas (2017). Temperature in this section of Chewuch River is **properly functioning.**

Fine Sediment and Substrate:
Project Action Area: Although data were not available for fine sediment and substrate in the broader watershed, the segment of the Chewuch River in the project action area appeared to present larger substrate (i.e. cobbles and large gravels), with a flow regime and velocity that would limit deposition of fines to low levels. This indicator would be considered as **properly functioning** in the project action area.

Chemical Contamination/Nutrients:
Chewuch: A segment of Andrews Creek, a tributary to Chewuch River, is listed as a Category Category 2 for DDE toxins and dissolved oxygen. A segment of Lake Creek, another tributary to Chewuch River is listed as a Category 2 for dissolved oxygen. There are no chemical contamination or nutrient issues within the mainstem of Chewuch River. The Chewuch River Subbasin is **properly functioning** for the contamination indicator.

Upper: There are no listings for chemical contamination or nutrient issues within the Upper Methow Subbasin, therefore it is **properly functioning** for the contamination indicator.

Middle: Lake Patterson is listed as a Category 2 for tissue TCDD toxins. A segment of Methow River's mainstem south of Winthrop is 303(d) listed as a Category 5 and a Category 2 for tissue TCDD toxin. This area is surrounded by agricultural practices which can produce toxins from stormwater runoff of chemically treated crops. The Middle Methow Subbasin is **at risk** for the contamination indicator.

Project Action Area: There are no contamination issues within the project action area. This portion of Chewuch River may be considered as **properly functioning** for the contamination indicator.

Physical Barriers:
The proposed project will not have an impact on physical barriers for fish passage.

Chewuch: Per WDFW fish passage website, there are many partial and total fish passage barriers within three tributaries to Chewuch River, mainly in the form of culverts. Chewuch River is **properly functioning** for fish access, however some of its tributaries **not properly functioning** due to partial and total fish passage barriers.

Upper: Methow River in the Upper Methow Subbasin is **properly functioning** for fish access. Two streams within the Upper Methow Subbasin have partial ad total fish passage barriers and are **not properly functioning** for fish access.

Middle: Many partial and total fish passage barriers are present in Bear creek and Bowen Creek, both tributaries to Methow River (WDFW, 2017), these tributaries are **not properly functioning** for fish passage. There are no physical barriers within Methow River mainstem in the Middle Methow Subbasin and is **properly functioning** for fish passage.

Project Action Area: Although fish passage barriers are present in some of the tributaries to the Chewuch River, there are no barriers present in the project action area. This segment of Chewuch River is **properly functioning** for fish passage.

Large Woody Debris (LWD) Quantity:
Project Action Area: Although data were not available for LWD in the broader watershed, no woody debris was observed in the project action area. This segment of Chewuch River does not meet the standards for this indicator and is **not properly functioning**.

Pool Frequency and Quality:
Project Action Area: Although data were not available for pool frequency and qaulity in the broader watershed, the segment of the Chewuch River in the project action area appeared to present ample pool habitat, and this indicator would be considered as **properly functioning.**

Floodplain Connectivity:
Chewuch: Floodplain connectivity within the lower reaches of Chewuch River has been disconnected due to development and agricultural practices. The upper reaches of the river, however, are largely untouched and floodplain connectivity remains high. The floodplain connectivity is **at risk** for salmonid species.

Upper: Floodplain connectivity within the Upper Methow Subbasin is partially disconnected due to agricultural practices, though overall remains high. The floodplain connectivity in this subbasin is **properly functioning.**

Middle: Floodplain connectivity within the Middle Methow Subbasin is disconnected due to agricultural practices. The floodplain connectivity in this subbasin is **at risk.**

Project Action Area: Floodplain connectivity within the project action area is severely lacking due to the commercially developed land and roadways surrounding the site. Connectivity at this location is **not properly functioning**.

Flow Regime:
Chewuch: One segment of Chewuch River near the Town of Winthrop is listed on Ecololgy's Category 4C list for inadequate instream flow. Flow in this section of the river is impacted by surrounding agriculture uses. There are no other flow issues listed for Chewuch River. The flow regime would be considered **at risk**.

Upper: One segment of Methow River and Wolf Creek, a tributary to Methow River are listed as Category 4C for inadequate instream flow. Diversions from Wolf Creek and the agricultural land use around Methow River contribute to poor instream flow. The flow regime for the Upper Methow Subbasin would be considered **at risk.**

Middle: A portion of Methow River mainstem is listed as 4C for inadequate instream flow. Quantities of water are diverted by irrigation ditches which reduce flow rates in late summer and fall. The existing river flow is far below what is needed by the fish at that time. The flow regime in the Middle Methow Subbasin would be considered **not properly functioning**.

Project Action Area: The flow regime within the project action area would be considered **at risk** due to the flow regime issues with the broader Chewuch River near Winthrop, as noted above.

Effects of the Action

Direct Effects

Direct effects include all impacts associated with construction and implementation of the project. Direct effects also include those impacts or disturbances that might occur very close to the time of construction. For the proposed work, potential direct effects include:

- Implementation of work isolation structures
- In-air noise associated with operation of construction equipment
- In-water disturbances to stream substrate, including impacts associated with fish removal
- Potential increase in turbidity due to sediment disturbance, introduction of debris and/or contaminants into the stream (e.g. petroleum products from equipment, etc.)
- Physical alteration of slopes for trail construction and alignment
- Vegetation removal for bridge construction and installation

Implementation of work isolation structures: All work isolation structures will be installed during the WDFW-approved in-water work window. These isolation structures will be placed during the lowest flow stage of Chewuch River, minimizing the amount of turbidity and effects to fish. Presence of listed salmonid species may occur during this period, and behavioral avoidance of the area to be isolated and associated with this element of project construction are anticipated. ***Exposure*** of listed salmonid species to this project element is possible as salmonid species can be found in Chewuch River throughout the year. Once installed, the isolation structures will physically prevent contact of listed salmonid species with construction activities occurring within the structures. Direct impacts to listed salmonids may occur due to construction/placement of the work isolation structures.

> *Effects of Work Isolation Structures on Bull Trout, Chinook, and Steelhead*: Direct effects to these species from installation of work isolation structures may occur due to the timing of the installation of these features during low flow of Chewuch River, and a likely/not discountable occurrence of these species in the habitat during that time.
>
> *Effects of Work Isolation Structures to PCEs of Designated Critical Habitat for Bull Trout and Chinook*: Due to the localized spatial limits and temporary nature of the isolation structures and the habitat that will be isolated due to these structures, effects to the PCEs provided by the habitat during isolation of the work area is anticipated to be ***insignificant***.

***In-Air Noise Impacts*:** Construction-related noise may travel up to 2 miles from the site of the noise-generating activity. Construction-related noise is not propagated through the aquatic environment but is conducted through the air and may affect terrestrial species on or above the water. Of the listed terrestrial species that may occur in the project Action Area, marbled

murrelets, yellow-billed cuckoos and northern spotted owls could be affected by in-air noise from the project. No other listed species would be affected by this project element due to a lack of ***exposure***.

Effects to marbled murrelets: Although the Action Area extends approximately 2 miles out from the site of the noise-generating activity (the distance at which construction noise attenuates to background noise), the distances at which marbled murrelets would suffer injury or show behavioral avoidance are 200 feet and 1,775 feet, respectively. Due to the exceedingly low likelihood of marbled murrelets utilizing the habitat near Chewuch River, the potential for noise-related impacts to this species is ***discountable***.

Effects to yellow-billed cuckoo: The likelihood of yellow-billed cuckoo to be present in the project area is extremely low. Potential for noise-related impacts will be ***discountable.***

Effects to northern spotted owl: The likelihood of northern spotted owl to be present in the project area is extremely low. Potential for noise-related impacts will be ***discountable.***

In-Water Disturbance to Stream Substrate*:** Some grading of the area associated with the replacement of the scour protection will occur. Grading will take place during low flow of Chewuch River and will be done in within the WDFW-approved work window. ***Exposure of listed salmonid species to this project element is possible as salmonids can be found in Chewuch River throughout the year at different life stages. The short segment of the low-flow channel to be graded will be isolated using a coffer dam, and any fish in the isolated section of channel will be removed per WSDOT and NOAA Fisheries protocols prior to grading activities.

Effects of In-Water Disturbance to Stream Substrate on Bull Trout, Chinook, and Steelhead: The presence of these species within the short segment of stream to be isolated is considered possible and not discountable for Chinook, bull trout and steelhead. In-water disturbance may result in some behavioral avoidance of listed salmonids near project activity and within the Action Area.

Effects In-Water Disturbance to Stream Substrate to PCEs of Designated Critical Habitat for Bull Trout and Chinook: Due to the very localized spatial limits and temporary nature of the isolation structures and the in-stream habitat that will be isolated due to this work, adherence to the WDFW-approved fish window, and appropriate conservation measures and best management practices (BMPs), effects to the PCEs provided by the Clear Creek estuarine habitat during the single day when grading occurs is anticipated to be ***insignificant***.

Potential Increase in Turbidity: The project has some potential to mobilize disturbed sediments from work conducted within the isolation structures after such structures are removed, or from the work that will occur on the sloped bank of the river. Temporary erosion and sediment control measures, minimization measures associated with avoiding or minimizing sediment mobilization associated with the construction activity, and BMPs targeted to reduce or avoid sediment

mobilization (see previous section on impact avoidance and minimization) will be in place throughout project construction activities. ***Exposure*** of listed salmonid species to this project may occur as a result of likely/not discountable presence in the project action area

> *Effects of Potential Increase in Turbidity on Bull Trout, Chinook, and Steelhead*: The likelihood of presence of these species in the Action Area is may be low for listed salmonid species, but not discountable. Increases in turbidity may occur and may result in behavioral avoidance of some downstream areas temporarily.
>
> *Effects of Potential Increase in Turbidity to PCEs of Designated Critical Habitat for Bull Trout and Chinook*: Due to the localized spatial limits and temporary nature of the any potential increase in turbidity, effects of potential increases in turbidity to the PCEs provided by the habitat during periods will be ***insignificant***.

Physical alteration of slopes and vegetation for trail and bridge construction: The project will alter the upland sloped banks of Chewuch River. Excavation and vegetation removal will be required for trail alignment and pedestrian bridge placement. All work will take place outside of the OHWM, and/or behind isolation structures designed and installed to physically prevent contact of listed salmonid species with construction activities occurring within the structures. Direct impacts to listed salmonids are not anticipated due to construction-related physical alterations of the upland areas and construction of the pedestrian bridge. All vegetative clearing and tree removal will take place outside of the OHWM and will not directly impact aquatic species. Because all work will take place outside of or isolated from the OHWM, the potential for these project elements to effect bull trout, Chinook, steelhead, or designated critical habitat PCEs for bull trout, Chinook or steelhead, is anticipated to be ***insignificant.***

Indirect effects

Indirect effects are those effects resulting from the proposed project that will occur later in time, but are still reasonably certain to occur. Indirect effects associated with the proposed project include:

- Stormwater management and conveyance/outfall design
    - Increased non-pollution-generating impervious surface
- Replace existing riprap scour protection with new riprap
- Removal of existing vegetation and trees

Stormwater management and conveyance/outfall design: There will be no anticipated change from existing conditions. Construction of the trail will change riverbank soil to an impervious surface. However, the surfaces will be non-polluting in nature and will have ***no effect*** to bull trout, Chinook and steelhead salmon.

Replace existing riprap scour protection with new riprap: The riprap scour protection is considered an already disturbed area under existing conditions. Replacing the rock with new riprap will result in no change to the existing disturbed area. The removal or rock may result in some disturbance to the streambed, however much of this action will occur in the dry, dewatered area of the project site. Effects of riprap replacement within the existing footprint over the longer term will have an ***insignificant*** effect to bull trout, Chinook and steelhead salmon.

Removal of existing vegetation and trees: Most of the vegetation to be removed consists of native upland shrub species, and four deciduous trees. Removal of vegetation will occur outside the OHWM. The limited loss of vegetation coupled with vegetative restoration and installation of native species is anticipated to represent an ***insignificant*** impact to bull trout, Chinook and steelhead in the longer term.

Table 4 represents an assessment of existing environmental baseline conditions and the anticipated impacts of the indirect effects associated with construction of the trail, scour protection and bridge.

Table 4: Environmental Baseline Conditions and Potential Project Effects

	Environmental Baseline			Effects of the Action		
Habitat Parameter	Not Properly Functioning	At Risk	Properly Functioning	Maintain	Restore	Degrade
Temperature			X	X		
Fine Sediment			X	X		
Physical Barriers			X	X		
Chemical Contamination		X		X		
Substrate			X	X		
LWD Quantity	X			X		
Pool Frequency			X	X		
Pool Quality		X		X		
Off-channel habitat		X		X		
Width/Depth Ratio			X	X		
Floodplain Connectivity	X			X		
Change in Peak/Base Flows		X		X		
Disturbance Regime		X		X		

Effects from Interrelated and Interdependent Actions

No interrelated and/or interdependent actions were identified for the proposed project. The proposed project is not anticipated to result in any roadway work or development that is tied to the project, nor to any other proposed actions that either would not occur in relation to or because of the project.

Cumulative Effects

Cumulative effects are effects of future state or private activities that are reasonably certain to occur within the action area. Cumulative effects associated with the proposed project appear to largely conform to existing land use patterns in the immediate project vicinity and in the broader surrounding area. The proposed project itself is not anticipated to result in or will be correlated with changes in the existing conditions. No new pollution-generating surfaces are associated with the project, and no increases in pollution-generating surfaces are anticipated to be linked to the project or to development within the Town of Winthrop in general.

Per the Town of Winthrop land use designation map, there may be future land use activity that involves annexation of land to the west and upstream of the project site. Such annexation may lead to development of annexed land for various purposes, including residential or commercial use. The Town of Winthrop critical areas regulations establish buffers and appropriate protective measures for wetlands, fish and wildlife habitat conservation areas, and flood hazard areas. Such measures are anticipated to avoid or minimize any potential cumulative effects associated with future land annexation and development.

Conclusions

EFFECT DETERMINATIONS

Effect determinations for each listed species and critical habitat addressed in this BA are summarized in Table 5 and briefly discussed in the following sections.

Table 5: Effects Determinations for Listed Species

Common Name	Jurisdiction	Federal Status	Effect Determination for Listed Species	Effect Determination for Designated Critical Habitat
Fish Species				
Bull Trout, Columbia River DPS*	USFWS	Threatened	LAA	NLAA
Chinook Salmon, Upper Columbia River ESU**	NMFS	Threatened	LAA	NLAA
Steelhead, Upper Columbia River ESU*	NMFS/ USFWS	Threatened	LAA	NLAA
Bird Species				
Marbled Murrelet	USFWS	Threatened	NE	NE
Northern Spotted Owl	USFWS	Threatened	NE	NE
Yellow-billed Cuckoo	USFWS	Threatened	NLAA	NE
Conifers and Cycads				
Whitebark Pine	USFWS	Candidate	NE	--
Flowering Plants				
Ute ladies'-tresses	USFWS	Threatened	NE	--
Spalding's Catchfly	USFWS	Threatened	NE	--
Mammals				
Canada Lynx	USFWS	Threatened	NE	
Gray Wolf	USFWS	Endangered	NE	--
Grizzly Bear	USFWS	Threatened	NE	--
North American Wolverine	USFWS	Proposed Threatened	NE	--

Columbia River Bull Trout

The project **may affect** bull trout because:

- Bull trout utilize the Chewuch River within the project Action Area.
- Construction activities will take place near potentially suitable habitat for this species.
- There will be an increase in stormwater runoff from impervious surfaces as a result of the project. Stormwater runoff will be from non-pollution generating impervious surfaces associated with the trail.

The project is **likely to adversely affect** bull trout because:

- Establishment of work isolation areas will take place during the lowest flow of Chewuch River in the approved in-water work window, but possibly within the anticipated wetted width of the Chewuch. Subsequent construction activities will take place within work isolation zones, but stream isolation and fish removal may constitute direct impacts to bull trout individuals that may be utilizing the stream habitat in the project vicinity. The likelihood of adult or juvenile bull trout occurring within the action area is not discountable, and potential direct impacts include fish capture and removal during stream isolation, increased turbidity during construction, and the in-water work itself.
- New impervious surfaces will be non-pollutant generating and any stormwater runoff from these surfaces will be ***insignificant***. Pollutants will not enter the river from the trail, and water quantities dischcarging into the river during storm events are not anticipated to substantially increase as a result
- of the project.
- Best Mangagement Practices will be implemented prior to and during construction to prevent sediments or runoff from entering surface waters where bull trout may occur. Water-borne sediment mobilized in the isolated work area will be discharged into a contructed infiltration pond within an existing parking lot. Potential impacts would be considered ***insignificant.***
- There will be no underwater noise generated during project construction Noise-generating activities will result in terrestrial noise propogation, and will not impact aquatic biota. Potential impacts by underwater noise would be considered ***discountable*** due to a lack of exposure to listed fish species, and potential impacts by in-air noise would be considered ***insignficant.***

Designated Critical Habitat for Bull Trout

The project **may affect** designated critical habitat for bull trout because:

- Construction activities will take place near the Chewuch River for the installation of water isolation structures during the construction window.
- Replacement of riprap scour protection will occur below the OHWM, and will likely be within the anticipated wetted width of the river during the construction window.

The project is **not likely to adversely affect** designated critical habitat for bull trout because:

- Work isolation structures will be temporary and will not permanently disrupt the streambed or remove aquatic habitat. Work isolation structures will be installed landward of the anticipated wetted width of the river and will not impact DCH during construction.

- Replacing riprap will not expand the original footprint of the project. Volume and area of fill will not increase compared to existing conditions, and adverse impacts to bull trout DCH in future vs. existing conditions will not occur. Potential impacts would be considered ***insignificant***.

- As a result of conservation measures and best management practices during construction, the project is not anticipated to adversely impact PCEs for bull trout. Mobilization of sediment from the isolated work area is not anticipated due to proposed discharge of water-borne sediment into a constructed infiltration pond. Potential impacts would be considered ***insignificant***.
- The project will not adversely impact PCEs for bull trout following construction.

Upper Columbia River Chinook

The project **may affect** Upper Columbia River Chinook because:

- Chinook are present in the freshwater system of Chewuch River;
- Presence of Chinook in the nearshore habitat is somewhat likely within the Action Area.
- Construction activities will take place near potentially suitable habitat for this species.

The project is **likely to adversely affect** Upper Columbia River Chinook because:

- Establishment of work isolation areas will take place during the lowest flow of Chewuch River in the approved in-water work window, but possibly within the anticipated wetted width of the Chewuch. Subsequent construction activities will take place within work isolation zones, but stream isolation and fish removal may constitute direct impacts to juvenile Chinook individuals that may be utilizing the stream habitat in the project vicinity. The likelihood of juvenile Chinook occurring within the action area is not discountable, and potential direct impacts include fish capture and removal during stream isolation, increased turbidity during construction, and the in-water work itself.
- There will be no underwater noise generated during project construction Noise-generating activities will result in terrestrial noise propogation, and will not impact aquatic biota. Potential impacts by underwater noise would be considered ***discountable*** due to a lack of exposure to listed fish species, and potential impacts by in-air noise would be considered ***insignficant.***
- Best Management Practices will be implemented prior to and during construction to prevent sediments or runoff from entering surface waters where bull trout may occur. Water-borne sediment mobilized in the isolated work area will be discharged into a contructed infiltration pond within an existing parking lot. Potential impacts would be considered ***insignificant***. Additional pollutant loading or increased stormwater discharge from the non-pollution generating trail will not occur.

Designated Critical Habitat for Chinook Salmon

The project **may affect** designated critical habitat for Chinook because:

- Construction activities will take place near the Chewuch River for the installation of water isolation structures, landward of the anticipated wetted width of the river during the construction window.
- Replacement of riprap scour protection will occur below the OHWM, but landward of the anticipated wetted width of the river during the construction window.

However, the project is **not likely to adversely affect** designated critical habitat for Chinook because:

- Work isolation structures will be temporary and will not permanently disrupt the streambed or remove aquatic habitat.
- Replacing riprap will not expand the original footprint of the project. Volume and area of fill will not increase compared to existing conditions, and adverse impacts to Chinook DCH in future vs. existing conditions will not occur. Potential impacts would be considered ***insignificant.***
- As a result of conservation measures and best management practices during construction, the project is not anticipated to adversely impact PCEs for bull trout. Mobilization of sediment from the isolated work area is not anticipated due to proposed discharge of water-borne sediment into a constructed infiltration pond. Potential impacts would be considered ***insignificant.***
- The project will not adversely impact PCEs for bull trout following construction.

Upper Columbia River Steelhead

The project **may affect** steelhead because:

- Steelhead are present in the freshwater system of Chewuch River;
- Presence of Steelhead in the nearshore habitat is somewhat likely within the Action Area.
- Construction activities will take place near potentially suitable habitat for this species.

However, the project is **likely to adversely affect** steelhead because:

- Establishment of work isolation areas will take place during the lowest flow of Chewuch River in the approved in-water work window, but possibly within the anticipated wetted width of the Chewuch. Subsequent construction activities will take place within work isolation zones, but stream isolation and fish removal may constitute direct impacts to steelhead individuals that may be utilizing the stream habitat in the project vicinity. The likelihood of juvenile steelhead occurring within the action area is not discountable, and potential direct impacts include fish capture and removal during stream isolation, increased turbidity during construction, and the in-water work itself.
- There will be no underwater noise generated during the project. Noise-generating activities will result in terrestrial noise propagation and will not impact aquatic biota. As a result, potential noise-related impacts would be considered ***discountable.***
- Best Management Practices will be implemented prior to and during construction to prevent sediments or runoff from entering surface waters where bull trout may occur. Water-borne sediment mobilized in the isolated work area will be discharged into a contructed infiltration pond within an existing parking lot. Potential impacts would be considered ***insignificant.*** Additional pollutant loading or increased stormwater discharge from the non-pollution generating trail will not occur.

Designated Critical Habitat for Steelhead

The project **may affect** designated critical habitat for steelhead because:

- Construction activities will take place near the Chewuch River for the installation of water isolation structures, landward of the anticipated wetted width of the river during the construction window.

- Replacement of riprap scour protection will occur below the OHWM, but landward of the anticipated wetted width of the river during the construction window.

However, the project is **not likely to adversely affect** designated critical habitat for steelhead because:

- Work isolation structures will be temporary and will not permanently disrupt the streambed or remove aquatic habitat. Work isolation structures will be installed landward of the anticipated wetted width of the river and will not impact DCH during construction.

- Replacing riprap will not expand the original footprint of the project. Volume and area of fill will not increase compared to existing conditions, and adverse impacts to Chinook DCH in future vs. existing conditions will not occur. Potential impacts would be considered ***insignificant.***

- As a result of conservation measures and best management practices during construction, the project is not anticipated to adversely impact PCEs for steelhead. Potential impacts would be considered ***insignificant***.

- The project will not adversely impact PCEs for steelhead following construction.

Marbled Murrelet

The project will have **no effect** on marbled murrelets because:

- Marbled murrelets do not occur within the project action area.

- Project activity occurs more than 70 miles from marine waters.

- No marbled murrelet nesting habitat or contiguous forests occurs within the project area or will be affected by the project.

- No other project-related activities have the potential to affect marbled murrelets.

Northern Spotted Owl

The project will have **no effect** on northern spotted owls because:

- Occurrence of northern spotted owl do not occur within the project action area due to lack of habitat and anthropogenic disturbances

- No suitable nest trees occur within 0.25 miles of the project area.

- No stands of trees of 5 acres or greater occur within the project Action Area.

- No northern spotted owl habitat will be affected by the project.

- No other project-related activities have the potential to affect northern spotted owl.

Designated Critical Habitat for Northern Spotted Owl
The project will have **no effect** on designated critical habitat for northern spotted owl because:

- No critical habitat occurs within the project Action Area

Yellow-billed Cuckoo

The project **may affect** yellow-billed cuckoos because:

- Although the yellow-billed cuckoo has been extirpated from Washington State, the presence of the species within the Methow Basin cannot be definitively discounted.

However, the project is **not likely to adversely affect** yellow-billed cuckoos because:

- The occurrence of yellow-billed cuckoos within the project Action Area is extremely unlikely due to lack of habitat and anthropogenic disturbances, and occurrence of yellow-billed cuckoos within injury or disturbance threshold distances is even less likely. Potential direct and construction-related noise impacts to this species would be considered ***discountable***.

Whitebark Pine

The project will have **no effect** on whitebark pine because:

- Whitebark pine does not occur within project Action Area.

- No whitebark pine will be felled for the purpose of the project.

Ute Ladies'-tresses

The project will have **no effect** on Ute ladies'-tresses because:

- Ute ladies'-tresses does not occur within the project Action Area.

Spalding's Catchfly

The project will have **no effect** on Spalding's catchfly because:

- Spalding's catchfly does not occur within the project Action Area.

Canada Lynx

The project will have **no effect** on Canada lynx because:

- Canada lynx does not occur within the project Action Area.
- No suitable habitat for Canada lynx occurs within the project Action Area.

Designated Critical Habitat for Canada Lynx
The project will have **no effect** on designated critical habitat for northern spotted owl because:

- No critical habitat occurs within the project Action Area

Gray Wolf

The project will have **no effect** on gray wolves because:

- Gray wolves do not occur within the project Action Area.
- No suitable habitat for gray wolves occurs within the project Action Area.

Grizzly Bear

The project will have **no effect** on grizzly bears because:

- Grizzly bears do not occur within the project action area.
- No suitable habitat for grizzly bears occurs within the project action area.

North American Wolverine

The project will have **no effect** on North American wolverines because:

- Wolverines do not occur within the project Action Area.
- No suitable habitat for wolverines occurs within the project Action Area.

Magnuson Stevens Fishery Conservation and Management Act

Action Agency: Town of Winthrop

Project Name: Chewuch Bridge Pedestrian Underpass; Winthrop, Washington

Essential Fish Habitat Background

The Magnuson-Stevens Fishery Conservation and Management Act, as amended by the Sustainable Fisheries Act of 1996 (Public Law 104-267), requires federal agencies to consult with NOAA Fisheries on activities that may adversely affect essential fish habitat (EFH). The Pacific Fisheries Management Council (PFMC) has designated EFH for the Pacific salmon fishery, for federally managed groundfish, and for coastal pelagic fisheries.

The objective of this EFH assessment is to determine whether or not the proposed action(s) "may adversely affect" designated EFH for relevant commercially, federally-managed fisheries species within the proposed action area. It also describes conservation measures proposed to avoid, minimize, or otherwise offset potential adverse effects to designated EFH resulting from the proposed action.

Description of the Proposed Action

The Chewuch Bridge Pedestrian Underpass will create a riverside walking trail along the eastern upland banks of Chewuch River. The project will create an approximately 450 foot long paved trail on the upper east slope of Chewuch River and will include a pedestrian bridge to extend over a lower area within the 100-year floodplain of the river. The trail will extend under the SR 20 bridge and will include removal and replacement of riprap scour protection. The project limits are approximately from 235 Riverside Ave. to 159 Riverside Ave. on the south side of commercial properties. Additional details concerning project elements and construction are found in previous sections of this BA.

Potential Adverse Effects of Proposed Project

For the proposed project, species of the Pacific salmon fishery could potentially be affected. The EFH designation for the Pacific salmon fishery includes all streams, lakes, ponds, wetlands, and other water bodies currently or historically accessible to salmon in Washington, Oregon, Idaho, and California, except above the impassable barriers identified by PFMC. The Pacific salmon management unit includes Chinook, coho, and pink salmon (*Oncorhynchus gorbushcha*). Some partial fish passable barriers are identified in the project Action Area by the Washington State

Fish Passage interactive mapper (WDFW, 2017a). However, no impassable or partial passable barriers were within the project vicinity. For the proposed project, Chinook could potentially be impacted (coho and pink salmon are not present within the project Action Area).

Effects of the proposed project on Pacific salmon EFH will be similar to the effects to ESA-listed salmonids evaluated previously in this BA. Construction-related impacts will be temporary in nature and will occur during the WDFW-approved in-water work window, during the lowest flow of Chewuch River. Some mobilization of sediment may occur as a result of construction activity; this is anticipated to be minor, limited in time, and localized in space. Alteration of the aquatic environment as a result of replacement of existing rip-rap will constitute a physical change in EFH within the project action area. While such alterations are temporary in impact,

Essential Fish Habitat Conservation Measures

Conservation measures associated with EFH for Pacific salmonids are listed in the BA as impact avoidance and minimization measures. The utility of the impact avoidance and minimization measures to avoid or limit potential project impacts to ESA-listed species is anticipated to pertain to avoiding and minimizing impacts to EFH.

Conclusions

The conservation measures and special provisions described in this BA are considered adequate to minimize adverse effects on EFH for Chinook in this project. The project may result in minor and limited impacts to water quality as a result of sediment mobilization and during construction of water isolation structures, and impacts will be avoided to the extent possible by deploying appropriate conservation measures and best management practices. No permanent adverse effects on EFH for Pacific salmon will occur as a result of this project. However, the modification to EFH as a result of the rip-rap replacement are likely to cause temporary adverse impacts to the EFH in the project vicinity. Therefore, the project **will adversely affect EFH** for Pacific salmon

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Appendices

Appendix A—Photos

View of SR 20 Bridge and proposed area (photo left) for pedestrian trail and underpass, at north end of project corridor

View of nearby disturbances associated with the proposed trail site

View of south end of project corridor

Appendix B—Design Drawings—JARPA Figures and Additional Drawings

S2 T34N R21E

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N

VICINITY MAP - TOWN OF WINTHROP

PURPOSE: PROVIDE PUBLIC ACCESS UNDER EXISTING BRIDGE AND IMPROVE BRIDGE SCOUR PROTECTION.

LOCATION: 48° 28' 38.4"N 120° 11' 11.2"W

DATUM: NAVD88

ADJACENT PROPERTY OWNERS:
1. WSDOT ROW, TOWN OF WINTHROP, HAUB

TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE
PEDESTRIAN UNDERPASS

COVER SHEET

APPLICATION BY: TOWN OF WINTHROP

PROPOSED: SCOUR PROTECTION, GRAVEL PATH, RETAINING WALLS

REFERENCE NUMBER: X

IN: CHEWUCH RIVER

AT: TOWN OF WINTHROP

COUNTY: CHELAN STATE: WASHINGTON

SHEET 1 OF 12 DATE: 10/10/17

N:\PROJECTS\0716 TOWN OF WINTHROP\0716.05 SR 20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS\CADD\JARPA\CHEWACK BRIDGE JARPA.DWG

CHEWACK BRIDGE JARPA.dwg

S2 T34N R21E

PHOTO 1 - ON SR20

PHOTO 2 - SR20

PURPOSE: PROVIDE PUBLIC ACCESS UNDER EXISTING BRIDGE AND IMPROVE BRIDGE SCOUR PROTECTION.

LOCATION: 48° 28' 38.4"N 120° 11' 11.2"W

DATUM: NAVD88

ADJACENT PROPERTY OWNERS:

1. WSDOT ROW, TOWN OF WINTHROP, HAUB

TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS

EXISTING CONDITIONS IMAGES

APPLICATION BY: TOWN OF WINTHROP

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COUNTY: CHELAN STATE: WASHINGTON

SHEET 2 OF 12 DATE: 10/10/17

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EXISTING CONDITIONS

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SHEET 3 OF 12 DATE: 10/10/17

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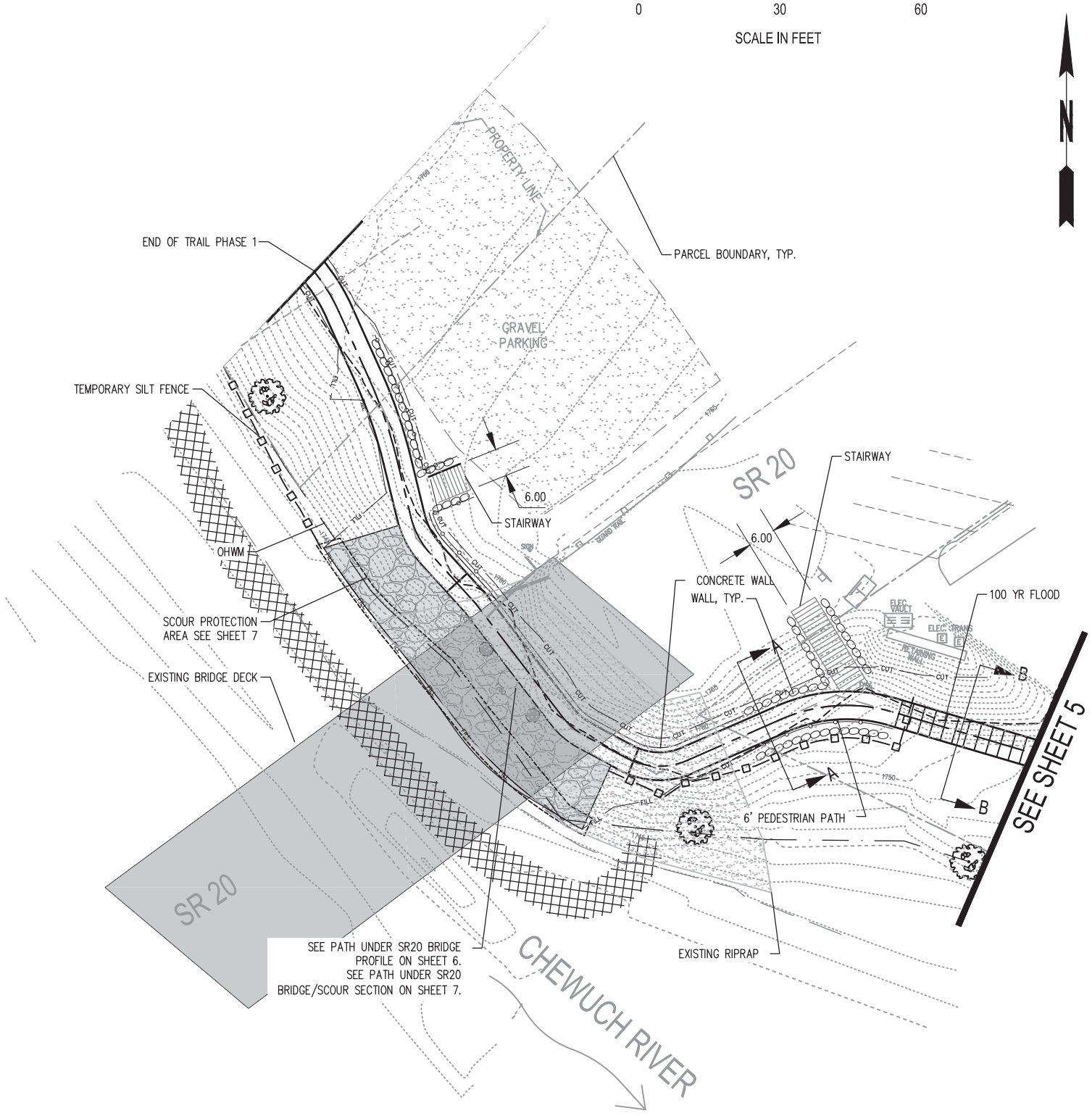
S2 T34N R21E



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SITE PLAN 1

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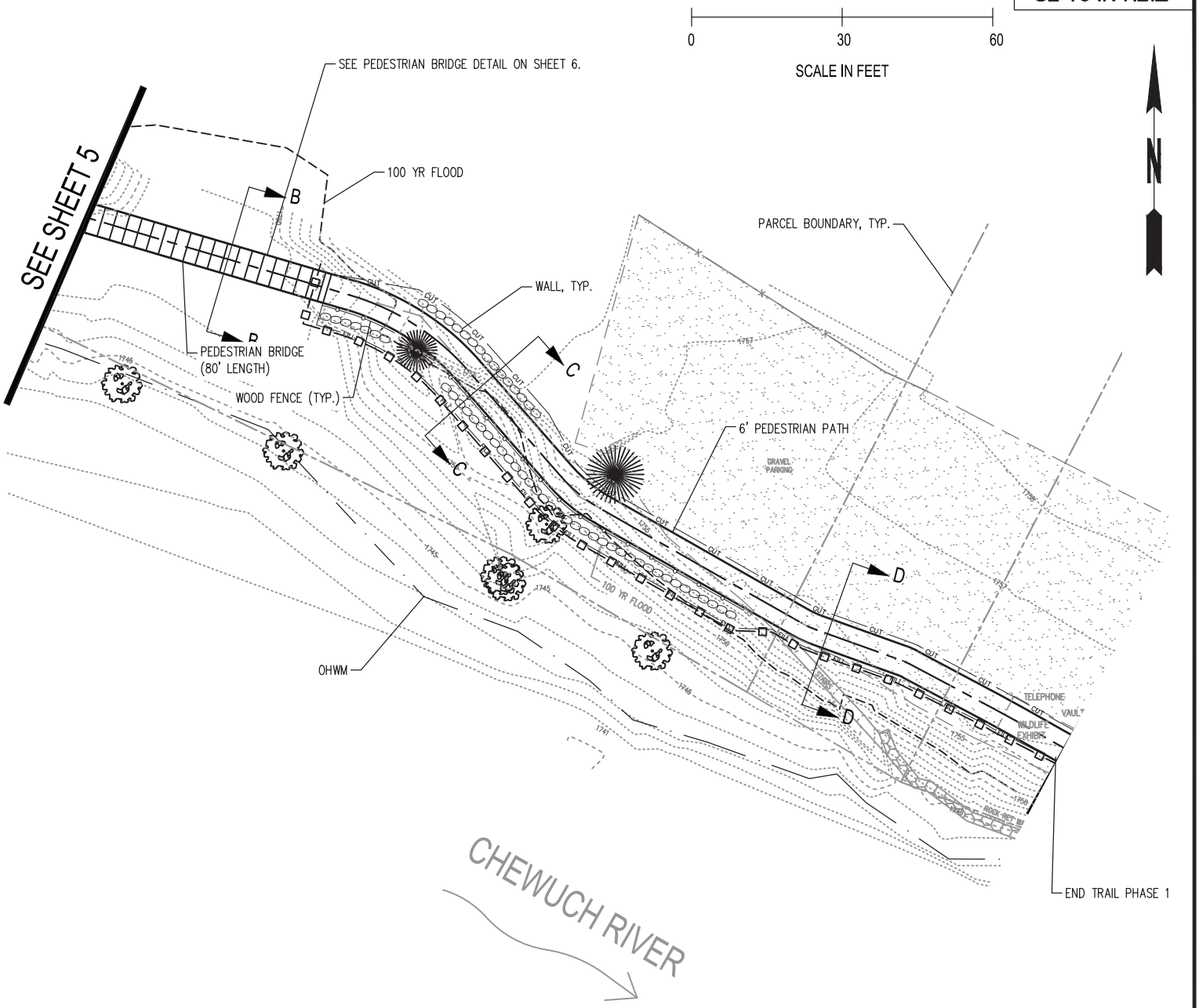
COUNTY: CHELAN STATE: WASHINGTON

SHEET 4 OF 12 DATE: 10/10/17

S2 T34N R21E



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TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS

SITE PLAN 2

APPLICATION BY: TOWN OF WINTHROP

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AT: TOWN OF WINTHROP

COUNTY: CHELAN STATE: WASHINGTON

SHEET 5 OF 12 DATE: 10/10/17

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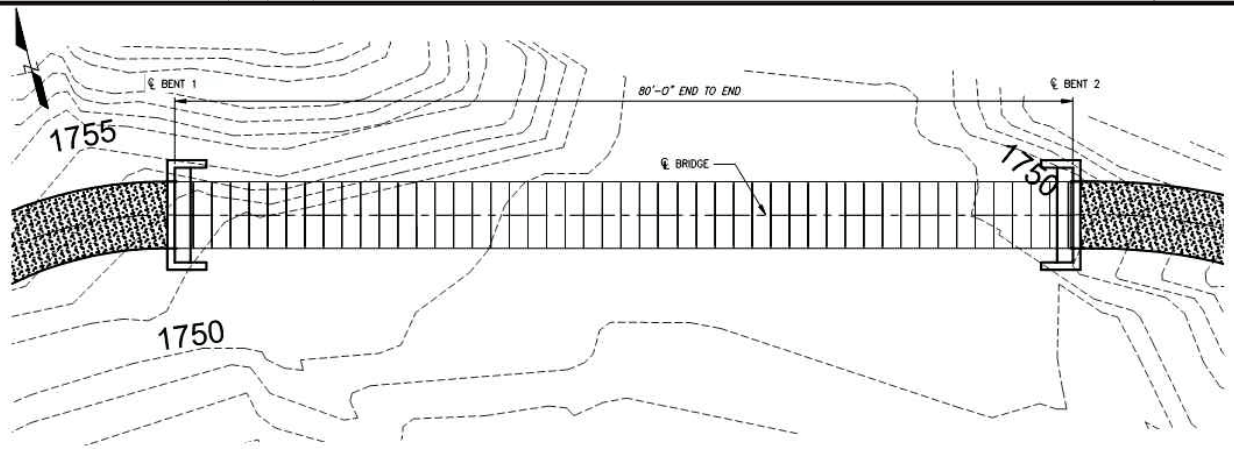
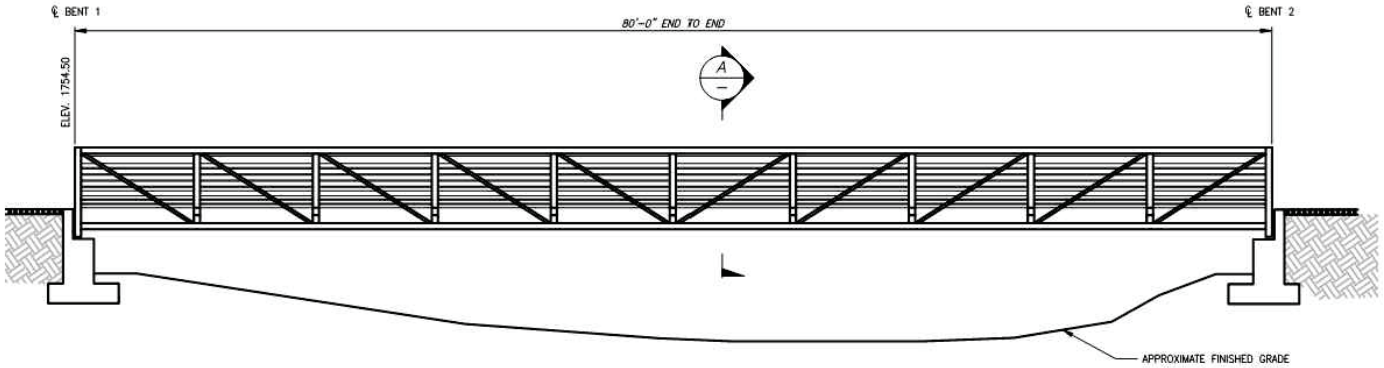
TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE
PEDESTRIAN UNDERPASS

PEDESTRIAN BRIDGE

APPLICATION BY: TOWN OF WINTHROP



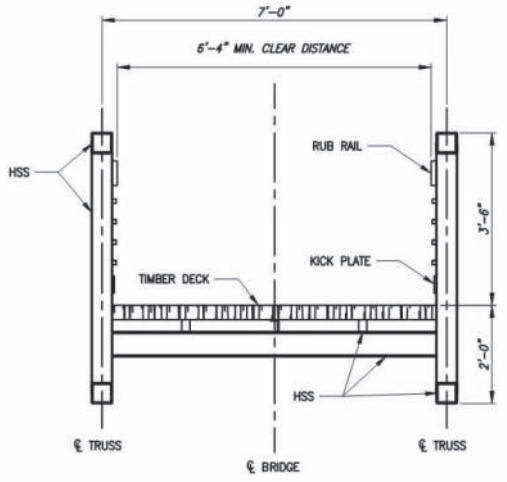
BRIDGE PLAN
3/16" = 1'-0"



BRIDGE ELEVATION
1/4" = 1'-0"

PRE-MANUFACTURED STEEL BRIDGE NOTES:

1. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION 2014 AS MODIFIED BY THE WSDOT BRIDGE DESIGN MANUAL AND AASHTO "LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES", 2ND EDITION 2009 WITH 2015 INTERIM REVISIONS.
2. ALL DIMENSIONS SHOWN ARE MEASURED HORIZONTALLY OR VERTICALLY UNLESS OTHERWISE NOTED.
3. THE DESIGN SHALL CONSIDER THE FOLLOWING LOADINGS:
   PEDESTRIAN LOADING: 90 PSF
   SNOW LOADING: XX PSF
4. DETAILS, DIMENSIONS AND CALLOUTS SHOWN ON THESE DRAWINGS ARE REQUIREMENTS OF THE DESIGN. DIMENSIONS AND DETAILS NOT IDENTIFIED SHALL BE AS DETERMINED BY THE ENGINEERED DESIGN. SUBMIT ANY PROPOSED DEVIATIONS FROM IDENTIFIED REQUIREMENTS FOR REVIEW AS A REQUEST FOR INFORMATION PRIOR TO SUBMITTING SHOP DRAWINGS.
5. BRIDGE SHOP DRAWINGS AND CALCULATIONS ARE TO BE SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF WASHINGTON.
6. STRUCTURAL STEEL
   a. STRUCTURAL STEEL SHAPES AND PLATES SHALL BE ASTM A588 (WEATHERING STEEL).
   b. HSS TUBE SECTIONS SHALL BE ASTM A847 (WEATHERING STEEL).
   c. BRIDGE WELDING SHALL CONFORM TO THE LATEST EDITION OF AWS D1.1 AND THE SPECIFICATIONS.
7. ALL CONCRETE SHALL BE CLASS 4000. USE 5% +/- 1% AIR ENTRAINMENT FOR CONCRETE EXPOSED TO THE ELEMENTS.
8. THE STEEL BRIDGE FABRICATOR IS RESPONSIBLE FOR THE DESIGN, CALCULATION, AND FABRICATION OF THE TRUSS SPANS FOR DEAD LOAD, LIVE LOAD, SNOW LOAD, WIND LOAD, HYDROSTATIC WATER PRESSURE, PEDESTRIAN DYNAMICS AND OTHER LOADING AS SPECIFIED IN THE REFERENCED AASHTO CODES. VESSEL COLLISION (CV) DESIGN IS NOT A PART OF THE DESIGN REQUIREMENTS.
9. BRIDGE BEARING ATTACHMENTS AT EACH FOOT OF THE BRIDGE, AND AFFECTED SPAN MEMBERS, SHALL BE DESIGNED TO RESIST A 11 KIP HORIZONTAL LOAD IN ANY HORIZONTAL DIRECTION AS WELL AS A 12 KIP VERTICAL UPLIFT FORCE. SEE DRAWINGS FOR DETAILS.
10. DESIGN FOR PEDESTRIAN DYNAMICS SHALL BE IN ACCORDANCE WITH AASHTO SPECIFICATIONS OR SETRA, 2006. IF THE SETRA TECHNICAL GUIDE IS EMPLOYED THE BRIDGE SHALL BE PROPORTIONED FOR A MINIMUM OF CLASS III WITH AVERAGE COMFORT LEVEL. WHICHEVER CODE IS UTILIZED SHALL BE CLEARLY NOTED ON THE DESIGN CALCULATIONS.



BRIDGE SECTION A
3/4" = 1'-0"

PROPOSED: SCOUR PROTECTION, GRAVEL PATH, RETAINING WALLS

REFERENCE NUMBER: X

IN: CHEWUCH RIVER

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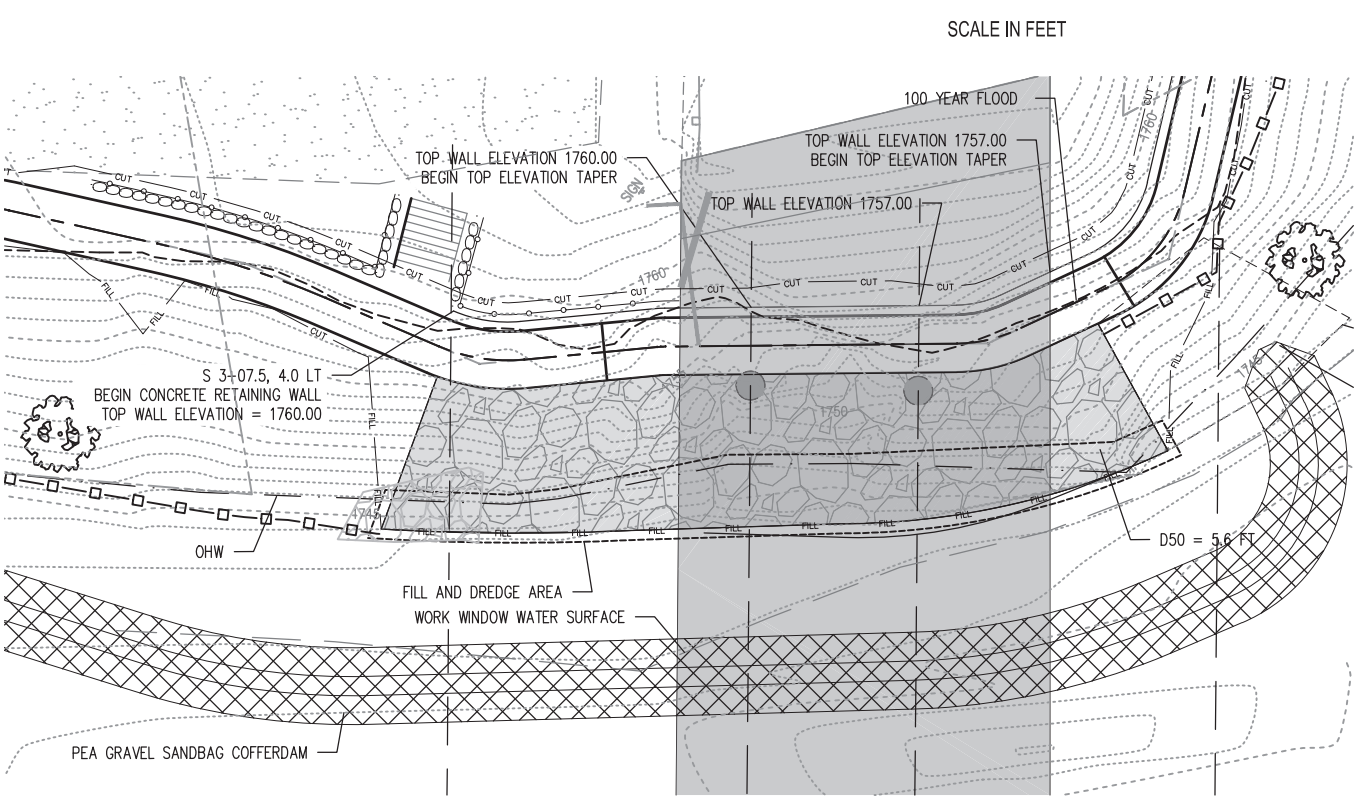
COUNTY: CHELAN STATE: WASHINGTON

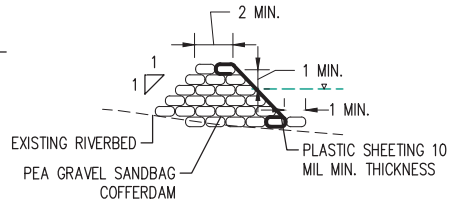
SHEET 6 OF 12 DATE: 10/10/17

S2 T34N R21E

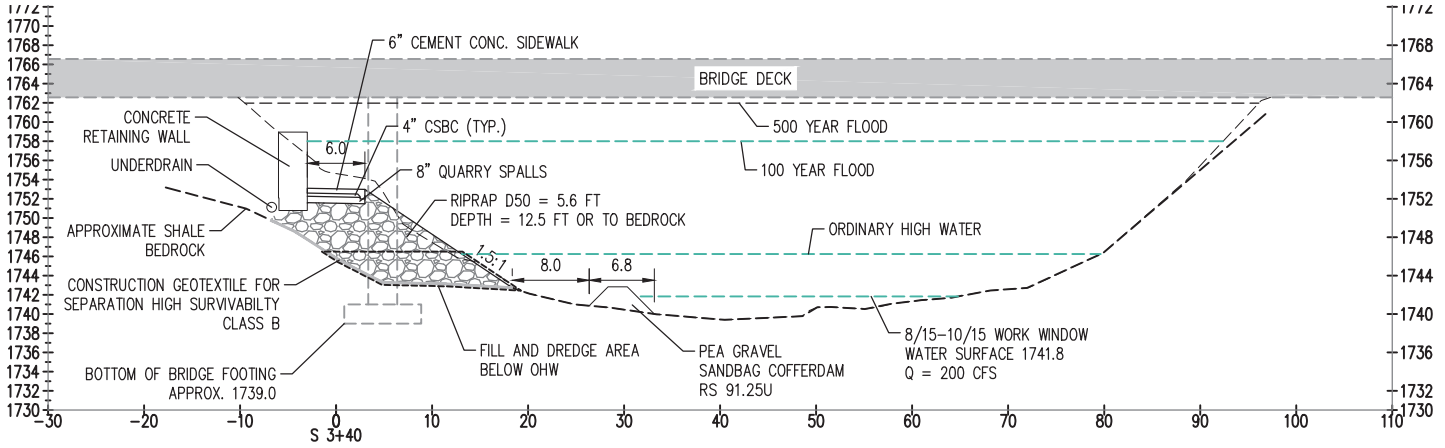
S2 T34N R21E



SCOUR PROTECTION PLAN



COFFERDAM DETAIL



SCOUR PROTECTION SECTION

PURPOSE: PROVIDE PUBLIC ACCESS UNDER EXISTING BRIDGE AND IMPROVE BRIDGE SCOUR PROTECTION.

LOCATION: 48° 28' 38.4"N 120° 11' 11.2"W

DATUM: NAVD88

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TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE PEDESTRIAN UNDERPASS

SCOUR PLAN AND SECTION

APPLICATION BY: TOWN OF WINTHROP

PROPOSED: SCOUR PROTECTION, GRAVEL PATH, RETAINING WALLS

REFERENCE NUMBER: X

IN: CHEWUCH RIVER

AT: TOWN OF WINTHROP

COUNTY: CHELAN STATE: WASHINGTON

SHEET 7 OF 12 DATE: 10/10/17

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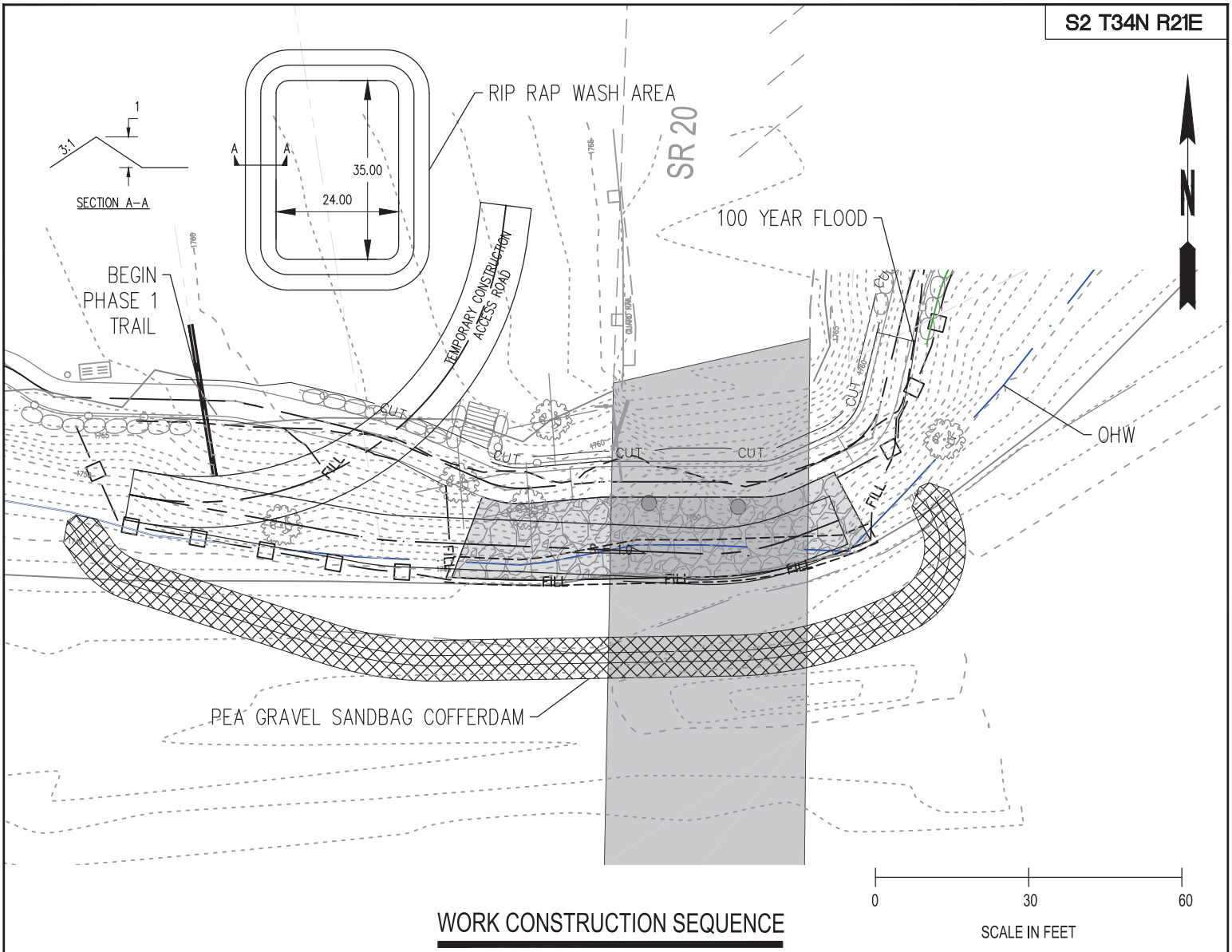
CHEWACK BRIDGE JARPA.dwg

S2 T34N R21E



WORK CONSTRUCTION SEQUENCE

1. CONSTRUCTION STAGE 1
   1. COFFER DAM/SILT FENCE
   2. CONSTRUCTION ACCESS ROAD
   3. WASH AREA BERM
2. CONSTRUCTION STAGE 2 – DOWNSTREAM FROM BRIDGE MIDPOINT
   1. REMOVE AND REPLACE RIPRAP SCOUR PROTECTION
   2. SUBGRADE TRAIL
3. CONSTRUCTION STAGE 3 – UPSTREAM FROM BRIDGE MIDPOINT
   1. REMOVE AND REPLACE RIPRAP SCOUR PROTECTION
   2. SUBGRADE TRAIL
   3. CONCRETE RETAINING WALL ABOVE TRAIL
   4. CONCRETE TRAIL SECTION

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SR20 CHEWUCH BRIDGE
PEDESTRIAN UNDERPASS

SCOUR CONSTRUCTION PLAN

APPLICATION BY: TOWN OF WINTHROP

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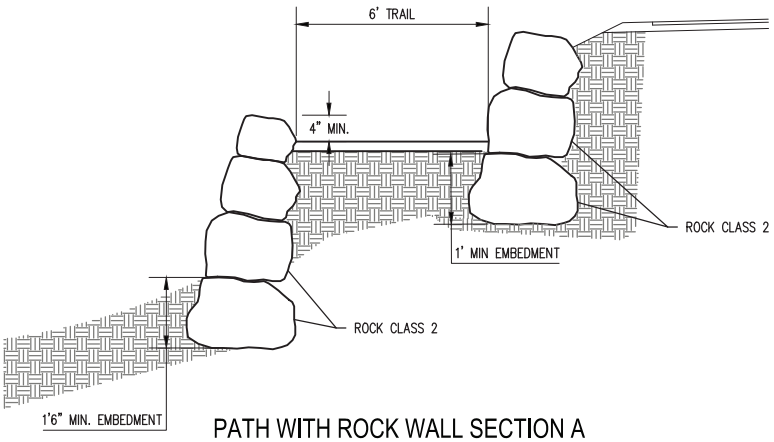
REFERENCE NUMBER: X

IN: CHEWUCH RIVER

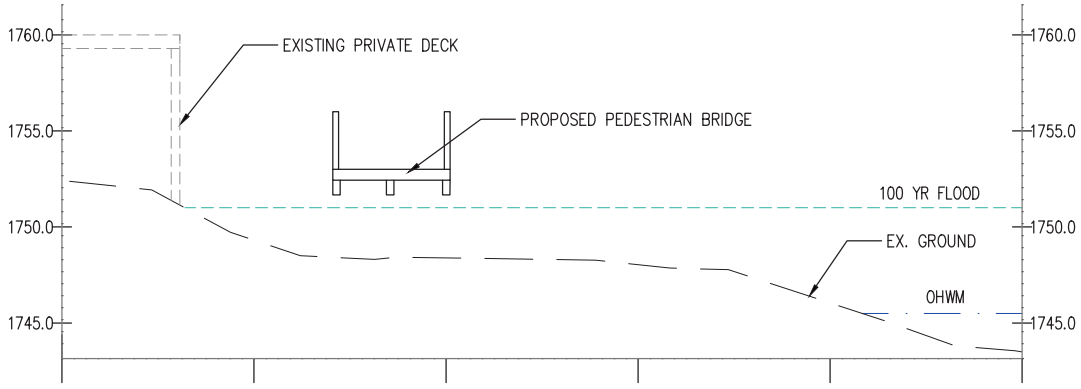
AT: TOWN OF WINTHROP

COUNTY: CHELAN STATE: WASHINGTON

SHEET 8 OF 12 DATE: 10/10/17



PATH WITH ROCK WALL SECTION A



PEDESTRIAN BRIDGE SECTION B

PURPOSE: PROVIDE PUBLIC ACCESS UNDER EXISTING BRIDGE AND IMPROVE BRIDGE SCOUR PROTECTION.

LOCATION: 48° 28' 38.4"N 120° 11' 11.2"W

DATUM: NAVD88

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TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE
PEDESTRIAN UNDERPASS

TRAIL SECTIONS 1

APPLICATION BY: TOWN OF WINTHROP

PROPOSED: SCOUR PROTECTION, GRAVEL PATH, RETAINING WALLS

REFERENCE NUMBER: X

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AT: TOWN OF WINTHROP

COUNTY: CHELAN STATE: WASHINGTON

SHEET 9 OF 12 DATE: 10/10/17

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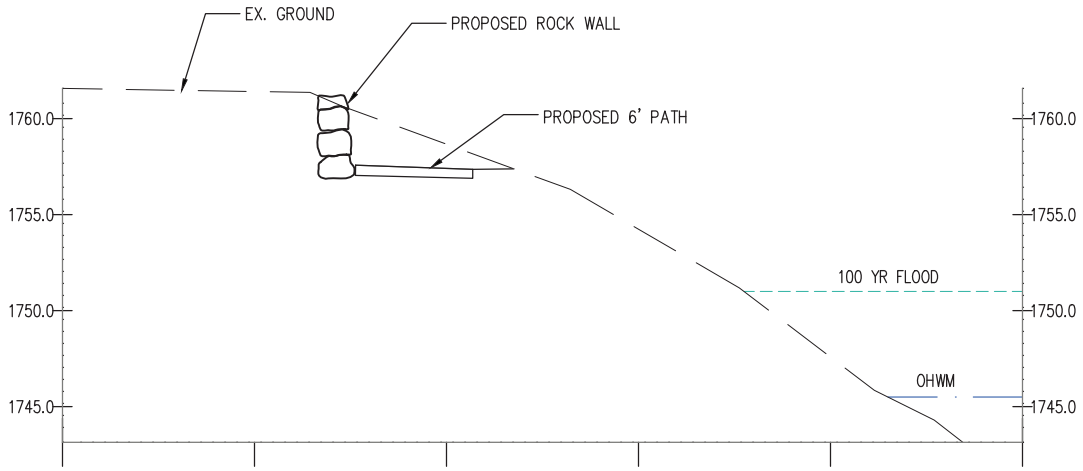
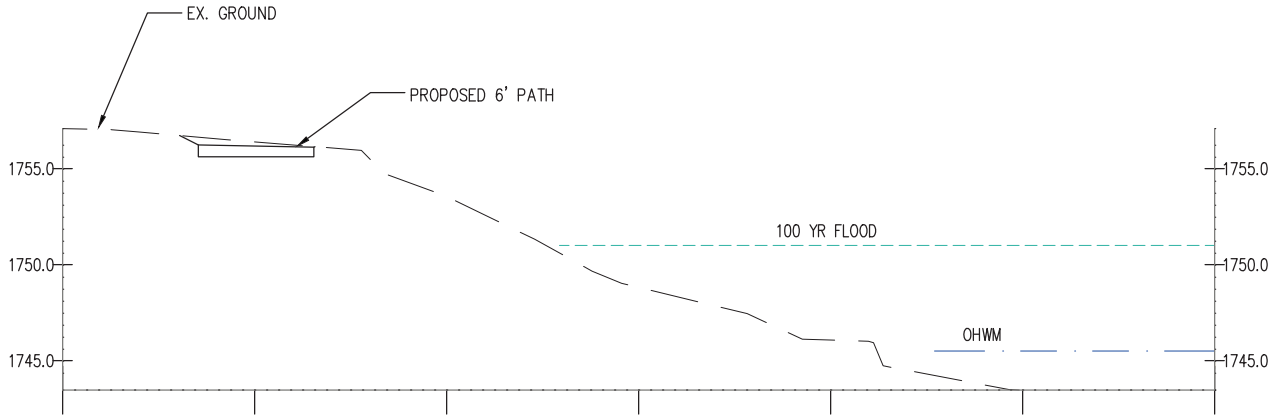


PATH ON SLOPE SECTION C



PATH AT TOP OF BANK SECTION D

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TRAIL SECTIONS 2

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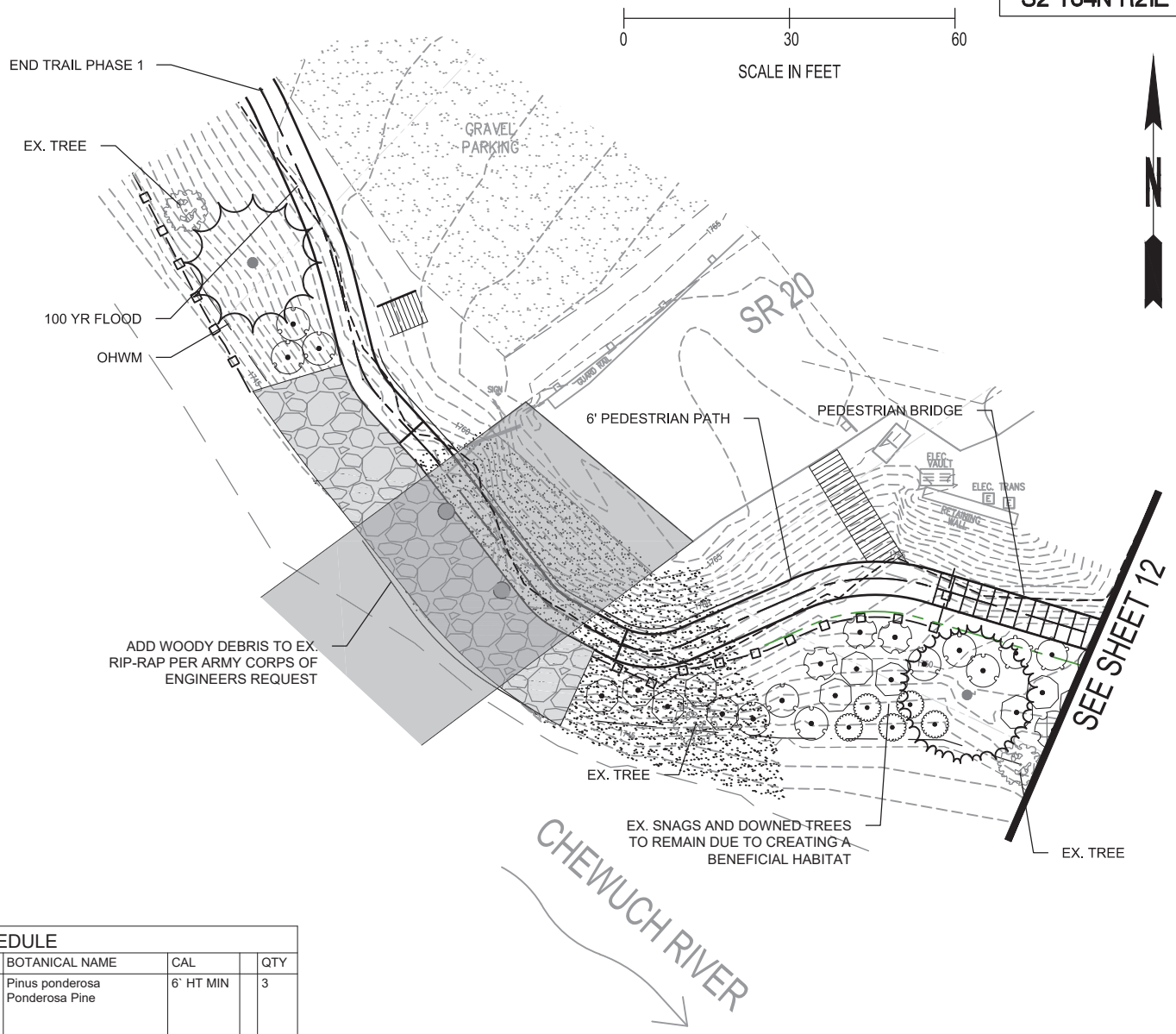
CHEWACK BRIDGE JARPA SECTIONS.dwg

S2 T34N R21E



PLANT SCHEDULE					
TREES	CODE	BOTANICAL NAME	CAL		QTY
	PP	Pinus ponderosa Ponderosa Pine	6` HT MIN		3
	PD	Pseudotsuga menziesii Douglas Fir	6` HT MIN		3
SHRUBS	CODE	BOTANICAL NAME	SIZE		QTY
	AS	Amelanchier alnifolia Serviceberry	5 gal		13
	CR	Cornus sericea Red Twig Dogwood	5 gal		20
	RG	Ribes aureum Golden Currant	5 gal		23
	RN	Rosa nutkana Nootka Rose	5 gal		14
	RU	Rosa woodsii ultramontana Woods` Rose	5 gal		10
	SA	Symphoricarpos albus Common White Snowberry	5 gal		11

MITIGATION PLANTING PLAN NOTES

SPECIES: NATIVE SPECIES ARE PROPOSED FOR RIPARIAN AND ADJACENT UPLAND AREAS.

SPACING AND QUANTITIES: THE SPACINGS/LOCATIONS SHOWN ON THE PLAN ARE DESIGNED TO CREATE A NATURAL LOOKING PLANTING VERSUS A UNIFORM, STREETSCAPE STYLE PLANTING (USING EQUAL, ON-CENTER SPACINGS).

TIMING: RIPARIAN PLANTING AREAS: THE DORMANT SEASON.

PURPOSE: PROVIDE PUBLIC ACCESS UNDER EXISTING BRIDGE AND IMPROVE BRIDGE SCOUR PROTECTION.

LOCATION: 48° 28' 38.4"N 120° 11' 11.2"W

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SR20 CHEWUCH BRIDGE
PEDESTRIAN UNDERPASS

PLANTING PLAN 1

APPLICATION BY: TOWN OF WINTHROP

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CHEWACK BRIDGE JARPA-Planting Plan.dwg

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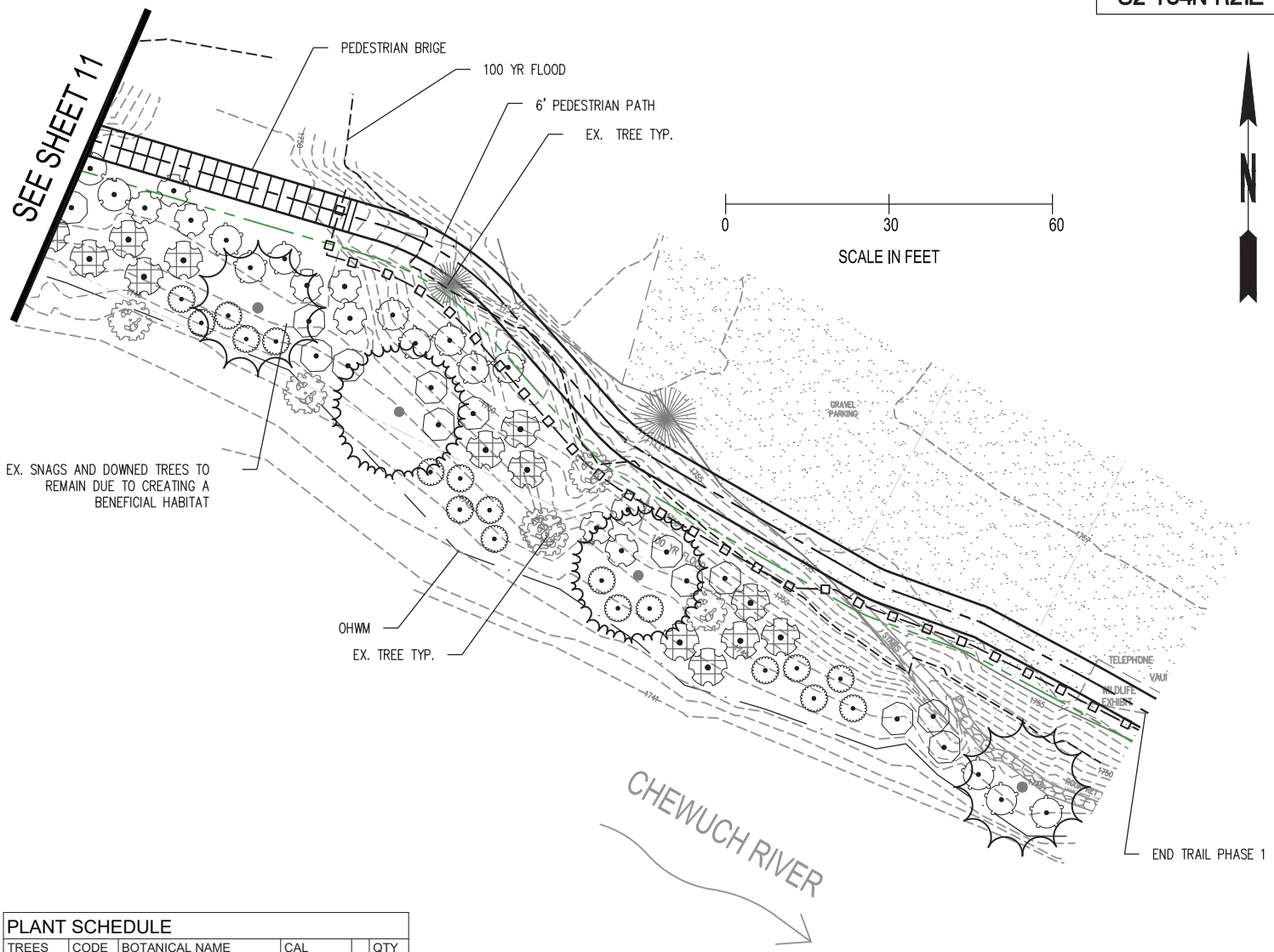

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TOWN OF WINTHROP
SR20 CHEWUCH BRIDGE
PEDESTRIAN UNDERPASS

PLANTING PLAN 2

APPLICATION BY: TOWN OF WINTHROP

PROPOSED: SCOUR PROTECTION, GRAVEL PATH, RETAINING WALLS

REFERENCE NUMBER: X

IN: CHEWUCH RIVER

AT: TOWN OF WINTHROP

COUNTY: CHELAN STATE: WASHINGTON

SHEET 12 OF 12 DATE: 10/10/17

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CHEWACK BRIDGE JARPA-Planting Plan.dwg

Appendix C—Species Lists

The following represent federally listed species that were evaluated for occurrence in the project vicinity. The initial, embedded pdf document represents federally listed species that may occur in Okanogan County. The second URL provides a gateway to federally listed salmonids that may occur in the waters of Chewuch River.

LISTED AND PROPOSED ENDANGERED AND THREATENED SPECIES AND CRITICAL HABITAT; CANDIDATE SPECIES; AND SPECIES OF CONCERN IN Okanogan County AS PREPARED BY THE U.S. FISH AND WILDLIFE SERVICE WASHINGTON FISH AND WILDLIFE OFFICE

LISTED

Bull trout *(Salvelinus confluentus)* [marine waters]
Marbled murrelet *(Brachyramphus marmoratus)* [marine waters]

Major concerns that should be addressed in your Biological Assessment of project impacts to listed animal species include:

1. Level of use of the project area by listed species.

2. Effect of the project on listed species' primary food stocks, prey species, and foraging areas in all areas influenced by the project.

3. Impacts from project activities and implementation (e.g., increased noise levels, increased human activity and/or access, loss or degradation of habitat) that may result in disturbance to listed species and/or their avoidance of the project area.

DESIGNATED

None

PROPOSED

None

CANDIDATE

Yellow-billed cuckoo *(Coccyzus americanus)*

SPECIES OF CONCERN

Bald eagle (*Haliaeetus leucocephalus*) Long-eared myotis *(Myotis evotis)*
Long-legged myotis *(Myotis volans)*
Northern goshawk *(Accipiter gentilis)* Northern sea otter *(Enhydra lutris kenyoni)*
Northwestern pond turtle *(Emys (= Clemmys) marmorata marmorata)*
Pacific lamprey *(Lampetra tridentata)*
Pacific Townsend's big-eared bat *(Corynorhinus townsendii townsendii)*
Peregrine falcon *(Falco peregrinus)*
River lamprey *(Lampetra ayresi)*
Tailed frog *(Ascaphus truei)*
Western toad *(Bufo boreas)*

Threatened and Endangered marine fish and mammals, per NOAA Fisheries, are indicated in the following table. Species from the table analyzed in this BA include Puget Sound Chinook, Puget Sound steelhead, bocaccio, canary rockfish, yelloweye rockfish, southern resident killer whale, and humpback whale.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington Fish And Wildlife Office
510 Desmond Drive Se, Suite 102
Lacey, WA 98503-1263
Phone: (360) 753-9440 Fax: (360) 753-9405
http://www.fws.gov/wafwo/

In Reply Refer To:
Consultation Code: 01EWFW00-2018-SLI-0748
Event Code: 01EWFW00-2018-E-01378
Project Name: SR 20 Chewuch Bridge Pedestrian Underpass

March 08, 2018

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated and proposed critical habitat, and candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. The species list is currently compiled at the county level. Additional information is available from the Washington Department of Fish and Wildlife, Priority Habitats and Species website: http://wdfw.wa.gov/mapping/phs/ or at our office website: http://www.fws.gov/wafwo/species_new.html. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether or not the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species, and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:
http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.). You may visit our website at http://www.fws.gov/pacific/eagle/for information on disturbance or take of the species and information on how to get a permit and what current guidelines and regulations are. Some projects affecting these species may require development of an eagle conservation plan: (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Also be aware that all marine mammals are protected under the Marine Mammal Protection Act (MMPA). The MMPA prohibits, with certain exceptions, the "take" of marine mammals in U.S. waters and by U.S. citizens on the high seas. The importation of marine mammals and marine mammal products into the U.S. is also prohibited. More information can be found on the MMPA website: http://www.nmfs.noaa.gov/pr/laws/mmpa/.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Related website:
National Marine Fisheries Service: http://www.nwr.noaa.gov/protected_species/species_list/species_lists.html

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Washington Fish And Wildlife Office
510 Desmond Drive Se, Suite 102
Lacey, WA 98503-1263
(360) 753-9440

Project Summary

Consultation Code: 01EWFW00-2018-SLI-0748

Event Code: 01EWFW00-2018-E-01378

Project Name: SR 20 Chewuch Bridge Pedestrian Underpass

Project Type: TRANSPORTATION

Project Description: The Chewuch Bridge Pedestrian Underpass project is proposed by the Town of Winthrop. This Biological Assessment (BA) addresses the proposed project in compliance with Section 7(c) of the Endangered Species Act (ESA) of 1973, as amended. Section 7 of the ESA requires that, through consultation (or conferencing for proposed species) with the U.S. Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS), federal actions do not jeopardize the continued existence of any threatened, endangered, or proposed species or result in the destruction or adverse modification of critical habitat. Under Section 7 of the ESA (federal nexus), projects receiving federal funding and/or federal permits require the federal funding and/or permitting agency to ensure that such projects comply with the ESA. The Chewuch Bridge Pedestrian Underpass project involves federal funding from Federal Highway Administration (FHWA) and federal permits from the Army Corps of Engineers (USACE).

The Town of Winthrop (Town) is planning the construction of the Chewuch Bridge Pedestrian Underpass project, which will follow the east bank of the Chewuch River on the west side of the Town. The Town seeks to route a portion of the trail below the Washington State Department of Transportation (WSDOT) bridge where State Route 20 (SR 20) crosses Chewuch River.

The proposed trail consists of the construction of a 6-foot wide paved trail, approximately 460 feet long along the east bank of Chewuch River and under SR 20. The trail will include segments with rock retaining walls on the upper and lower sides of the trail and a retaining wall for the bridge underpass trail section. A portion of the trail will consist of an 80-foot long pre-manufactured steel pedestrian bridge which will be situated approximately 0.8 feet above the 100-year flood water surface elevation of Chewuch River. The project also involves replacing the scour protection below the SR 20 bridge with new riprap. Volume and footprint of the existing riprap will not change.

The project limits span from the north edge of a gravel parking lot

adjacent to the SR 20 bridge to approximately 460 feet south to 229 Riverside Avenue.

The project's primary goal is to create a recreational and scenic walking path for residents and visitors by providing public access under the existing SR 20 bridge and to improve scour protection for the SR 20 bridge.

The project is located along the river-front, west of Riverside Ave. in Winthrop, Washington, Okanogan County— Section 2, Township 34 North, Range 21 East. The project is located in Water Resource Inventory Area (WRIA) 48-Methow. The project is adjacent to Chewuch River (6th field HUC 170200080408), which flows into Methow River (6th field HUC 170200080605). The project is intended to be constructed during the summer of 2018.

Project Location:

Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/place/48.477188847014304N120.1860282020298W

Counties: Okanogan, WA

Endangered Species Act Species

There is a total of 6 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

Mammals

NAME	STATUS
Canada Lynx *Lynx canadensis* Population: Wherever Found in Contiguous U.S. There is **final** critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3652	Threatened
Gray Wolf *Canis lupus* Population: U.S.A.: All of AL, AR, CA, CO, CT, DE, FL, GA, IA, IN, IL, KS, KY, LA, MA, MD, ME, MI, MO, MS, NC, ND, NE, NH, NJ, NV, NY, OH, OK, PA, RI, SC, SD, TN, TX, VA, VT, WI, and WV; and portions of AZ, NM, OR, UT, and WA. Mexico. There is **final** critical habitat for this species. The location of the critical habitat is not available. Species profile: https://ecos.fws.gov/ecp/species/4488	Endangered
Grizzly Bear *Ursus arctos horribilis* Population: U.S.A., conterminous (lower 48) States, except where listed as an experimental population or delisted There is **proposed** critical habitat for this species. The location of the critical habitat is not available. Species profile: https://ecos.fws.gov/ecp/species/7642	Threatened
North American Wolverine *Gulo gulo luscus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/5123	Proposed Threatened

Birds

NAME	STATUS
Yellow-billed Cuckoo *Coccyzus americanus* Population: Western U.S. DPS There is **proposed** critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3911	Threatened

Fishes

NAME	STATUS
Bull Trout *Salvelinus confluentus* Population: U.S.A., conterminous, lower 48 states There is **final** critical habitat for this species. Your location overlaps the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8212	Threatened

Critical habitats

There is 1 critical habitat wholly or partially within your project area under this office's jurisdiction.

NAME	STATUS
Bull Trout *Salvelinus confluentus* https://ecos.fws.gov/ecp/species/8212#crithab	Final

NMFS ESA Listed Species Potentially Occurring in Project Action Area

ESA Listing Units

Spring Chinook ESU – endangered accessible
Upper Columbia River Spring-run Chinook Salmon ESU -Endangered
Summer Chinook ESU – not warranted, accessible
Upper Columbia River Summer run Chinook Salmon ESU
Fall Chinook ESU – not warranted, accessible
Upper Columbia River Fall-run Chinook Salmon ESU
Winter Steelhead DPS – threatened, accessible
Upper Columbia River Steelhead DPS – Threatened
Summer Steelhead DPA – threatened, accessible

Biology of Listed Species

Bull Trout (*Salvelinus confluentus*)

Bull trout in the Columbia River DPS were listed as threatened under the Endangered Species Act by the U.S. Department of Fish and Wildlife on November 1, 1999 (Federal Register 64[210]:58910-58933). Information on the life history, habitat needs, and presence or absence of this fish species in the vicinity of the Chewuch Bridge Pedestrian Underpass project is presented below.

Life History and Habitat Characteristics

Bull trout are a species of char, a genus of cold water adapted fish belonging to the salmon and trout family. Bull trout are associated with the clear waters of mountain streams and lakes, the coastal rivers of the Pacific Northwest, and in some cases the marine waters of the Puget Sound. In addition to clean-flowing and cold water, bull trout are associated with complex in-stream habitat and generally undisturbed riparian and stream conditions—deep pools, abundant and large wood in the system, overhanging banks, clean gravels free of fine sediment, etc. Bull trout exhibit a variety of life history strategies: individuals may be anadromous and move from their natal streams to the marine environment; individuals may be long-distance migratory but freshwater fluvial residents that move into large rivers from smaller stream; adfluvial forms may migrate from natal streams into lake systems; or they may show resident forms with a high degree of site fidelity and complete their life cycles in their natal headwater or tributary streams.

Bull trout may live up to 12 years, generally achieving sexual maturity and spawning capability at four to seven years. Individuals that show life cycles involving out-migration from their natal streams generally do so at two years of age. Bull trout diet consists of aquatic invertebrates as juveniles, with a switch to piscivory as individuals mature and increase in size. Along with other salmonids, they are considered apex predators as adults in freshwater systems.

Bull trout require specific habitat conditions suitable to their life history needs. For example, water temperature conditions during the summer are an important component of rearing and growth of bull trout. Goetz (1989) suggests optimum water temperature for bull trout rearing below 55^{o} F, a thermal parameter associated with the higher altitude streams and rivers where this species rears. Sub-lethal effects are evident at temperatures exceeding optimum (Lantz, 1970). High summer water temperatures (up to 69.4 °F) in freshwater systems likely preclude or limit summer use by bull trout, and summer temperatures of 55^{o} F or less are preferred. Bull trout typically spawn in the late summer and fall, and prefer larger streams (if accessible) that have a cold groundwater upwelling component (Pratt, 1984)—typically spawning when water temperatures drop into the mid to low 40^{o}F range. Water temperature above 59°F is believed to

limit bull trout distribution, which may partially explain the often patchy distribution within some watersheds (Rieman and McIntyre, 1993).

Bull trout require stable and non-turbid stream flow during storm events for winter rearing, to include stable stream banks and channels, and low proportions of fine sediment. For example, bull trout greater than four inches in length prefer holding velocities of around five inches/second, and bull trout less than four inches in length prefer holding velocities of four inches/second (Spence et al., 1996).

Population Status

Bull trout are found within the Methow basin, which has waters that support rearing, spawning and migration. There are eight local populations in the Methow basin, with adfluvial, fluvial and resident life history forms. These populations are however, low in abundance (USFWS, 2002). The Methow River basin is considered "at risk" for bull trout populations, which are vulnerable to extirpation in this area due to habitat degradation and fragmentation (USFWS, 2008).

This species is particularly susceptible to human-induced disturbances that result in an overall loss of appropriate habitat for this species: including loss of riparian vegetation due to land use alterations; increased input of fine sediments due to increase in impervious surfaces; alteration of channel morphology and hydrologic regimes; increase in water temperatures; and decrease in water quality due to stormwater-borne contaminants.

Bull trout continue to be present in nearly all major watersheds where they likely occurred historically, although local extirpations have occurred throughout the Columbia River DPS. Many remaining populations are isolated or fragmented and abundance has declined. The current condition of the bull trout in this DPS is attributed to the adverse effects of dams, forest management practices, agricultural practices, livestock grazing, roads, and urbanization.

Designated Critical Habitat for Bull Trout

Critical habitat was designated for the Columbia River bull trout on November 25, 2005, and revised and finalized on October 18, 2010. Designated critical habitat for Columbia River bull trout includes and includes all waterways historically accessible to this species.

Nine Primary Constituent Elements (PCEs) are associated with designated critical habitat for bull trout, derived from the final rule listing designated critical habitat for bull trout (USFWS, 2010):

- Water temperatures that support bull trout use, at least seasonally. Bull trout have been documented as occurring in streams with temperatures ranging from 32^{o}F to 72^{o}F, but as noted above, are generally limited to streams with temperatures below 59^{o}F.
- Complex stream channels with features such as woody debris, side channels, pools, and undercut banks, all of which provide heterogeneity in terms of flows, depths, and spatial habitat structure.

- Substrates of sufficient amount, size, and composition to ensure survival of bull trout life stages from egg through juvenile. Notably, this should include minimal amounts of fine (<0.25 inch diameter) sediment in the system.
- A natural hydrograph, with peak, high, low, and base flows within historic ranges. If the stream system is regulated, it should be operated under a biological opinion that addresses bull trout or demonstrates the capacity to support bull trout populations by showing minimal fluctuations in daily and day to day flows.
- Springs, seeps, and groundwater sources that provide cold water sources.
- Migratory corridors with minimal impediments to movement between spawning, rearing, overwintering, and foraging habitats.
- An abundant food base (riparian contributions to the aquatic food web, aquatic macroinvertebrates, and forage fish).
- Permanent water of sufficient quantity and quality such that normal reproduction, growth, and survival of bull trout are not inhibited.
- Sufficiently low levels of occurrence of nonnative predatory, interbreeding, or competing freshwater species.

The Methow River and its tributaries represent an important critical habitat subunit (CHSU) for the species, providing important foraging, migratory, and overwintering habitat for bull trout. However, much of the habitat has been fragmented and impacted by heavy agriculture uses and forest practices. The water bodies in the subunit have been impacted by dams, irrigation ditches, and have erosion problems from grazing lands (USFWS, 2002). These impacts represent a continued concern for designated critical habitat for bull trout.

Chinook Salmon (*Oncorhynchus tshawytscha*)

In August 1999, the Federal Government listed the Upper Columbia spring-run Chinook salmon ESU as endangered under the ESA. The listing was then revised in June 2005, though the classification did not change.

Life History and Habitat Characteristics

The Chinook salmon is the largest of the Pacific salmon, averaging 36 inches in length and 18 to 22 pounds in weight as adults. Spring-run Chinook salmon spawn in fresh water, migrate to marine waters, and remain in the ocean for two to three years before returning to their natal streams in early spring to spawn. Spawning females may dig several redds in deep waters with large gravels, between 0.5 and 4 inches in diameter (Emmet et al., 1991). As with all of the anadromous salmonid species, adults die shortly after spawning, contributing significant in-stream nutrient enrichment to the fluvial freshwater trophic system.

Once laid, the eggs hatch in 33 to 178 days depending on water temperature, dissolved-oxygen concentrations, and other physical factors (Bjornn and Reiser, 1991). The hatched alevin reside in the nests for two to three weeks while absorbing their yolk sacs, and the juvenile fry rear in their natal streams for approximately one year before migrating back to the ocean in their second year of life (UCSRB, 2007).

The Chinook salmon in the Methow basin are spring-run and begin their migration from the ocean in early spring. The salmon will stay in the freshwater tributaries of Methow River until spawning occurs in late summer (UCSRB, 2007).

Population Status

The population of spring-run Chinook salmon in the Methow basin is considered at high risk of extinction due to non-viable population numbers (UCSRB, 2007). Since year 2000, adult numbers have increased in the Upper Columbia basin as a whole, though abundance and productivity remain well below viable thresholds (NOAA, 2016). Populations are largely affected by dams, roadways, and agricultural developments; especially from irrigation withdrawals. Two separate hatchery programs from the USFWS National Fish Hatchery and WDFW Methow Hatchery influence the artificial populations of spring-run Chinook salmon within the Methow basin

Designated Critical Habitat for Chinook

Designation of critical habitat for listed species is based on two criteria. Designated critical habitats are: 1) occupied and contain physical and biological features essential to the conservation of the species and that may require special management considerations or protection, or (2) are not presently occupied but are considered essential for the conservation of the species (USFWS, 2005). Critical habitat has been designated for Chinook salmon and includes all waterways historically accessible to this species.

Critical habitat was designated for Upper Columbia River spring-run Chinook salmon on September 2, 2005 and includes many of the larger rivers and tributaries in western Washington, as well as much of the marine nearshore habitat of Puget Sound. No marine water or nearshore designated critical habitat for Chinook salmon occurs within the proposed project corridor. The Primary Constituent Elements (PCEs) for Chinook salmon are briefly described in this section, excluding marine water PCEs for Chinook salmon.

Six PCEs are associated with designated critical habitat for Chinook salmon, derived from the final rule listing designated critical habitat for Chinook salmon (USFWS, 2005). Three PCEs are associated with marine waters and are not applicable for the critical habitat within the project Action Area.

Three PCEs are associated with designated critical habitat for Upper Columbia River Chinook, (USFWS, 2005):

1. Freshwater spawning sites with water quantity, water quality, and substrate conditions that support spawning incubation and larval development.

2. Freshwater rearing sites with water quantity and floodplain connectivity to form and maintain physical habitat conditions and support juvenile growth and mobility; water quality, natural cover, and forage that support juvenile development.

3. Freshwater migration corridors free of obstruction, with water quantity, water quality, and natural cover conditions that support juvenile and adult mobility and survival.

The fresh waters of the Methow basin represent an important critical habitat for the species, providing important foraging, migratory, and overwintering habitat for Chinook. However, much of the habitat has been impacted by dams and diversions, blocking migration passages as well as water quality issues from surrounding agriculture practices. Such impacts represent a continued concern for designated critical habitat for Chinook.

Steelhead Trout (*Oncorhynchus mykiss*)

On August 18, 1997, the National Marine Fisheries Service announced the listing of the Upper Columbia River DPS of steelhead as an endangered species under the Endangered Species Act and was reclassified in 2009 as a threatened species per U.S. District Court Order (74 FR 42605).

The geographic boundaries of the Upper Columbia River steelhead DPS includes the Columbia River in eastern Washington and its main tributaries.

Life History and Habitat Characteristics

Steelhead are an anadromous form of rainbow trout, rearing in freshwater as juveniles for one to three years, and then outmigrating to marine waters to mature to adulthood, eventually returning to spawn in their natal freshwater habitat. Unlike other anadromous salmonids, steelhead are iteroparous and can spawn multiple times, often returning to marine waters between freshwater spawning bouts. Adult winter-run steelhead return to spawn from mid-December until early June, and spawning generally begins in mid-February and finishes in early June, with a peak in spawning activity from March to April.

Steelhead juveniles and adults alike require cold, clean water for development and spawning, with low levels of sediment and adequate dissolved oxygen. Adults spawn in areas with predominantly gravel substrate and adequate escape cover. Developing and juvenile steelhead also require adequate escape cover, as well as refugia from flow, disturbance events, and excessively warm water temperatures.

Population Status

Summer-run steelhead return to the Methow basin from the ocean in late summer and early fall. Most of the steelhead population in the system are of hatchery origin. The Methow population is considered at moderate to high risk of extinction, as populations have been found to be not viable

(UCSRB, 2007). Populations have been increasing since the 1990's, however due to low productivity and natural abundance, the population remains below viability thresholds (NOAA 2017). Similar to the spring-run Chinook salmon in the system, human-made impacts to the habitat has created challenges to the Methow steelhead population.

Designated Critical Habitat for Chinook

Critical habitat was designated for Upper Columbia River steelhead salmon on September 2, 2005 and includes many of the larger rivers and tributaries in central Washington. No marine water or nearshore designated critical habitat for steelhead salmon occurs within the proposed project corridor. The Primary Constituent Elements (PCEs) for steelhead salmon are briefly described in this section, excluding marine water PCEs for steelhead salmon.

Six PCEs are associated with designated critical habitat for steelhead salmon, derived from the final rule listing designated critical habitat for steelhead salmon (USFWS, 2005). Three PCEs are associated with marine waters and are not applicable for the critical habitat within the project Action Area.

Three PCEs are associated with designated critical habitat for Upper Columbia River steelhead, (USFWS, 2005):

1. Freshwater spawning sites with water quantity, water quality, and substrate conditions that support spawning incubation and larval development.

2. Freshwater rearing sites with water quantity and floodplain connectivity to form and maintain physical habitat conditions and support juvenile growth and mobility; water quality, natural cover, and forage that support juvenile development.

3. Freshwater migration corridors free of obstruction, with water quantity, water quality, and natural cover conditions that support juvenile and adult mobility and survival.

The fresh waters of the Methow basin represent an important critical habitat for the species, providing important foraging, migratory, and overwintering habitat for steelhead. However, much of the habitat has been impacted by dams and diversions, blocking migration passages as well as water quality issues from surrounding agriculture practices. Such impacts represent a continued concern for designated critical habitat for steelhead salmon.

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Appendix E—Environmental Baseline for Aquatic Habitat (Matrix of Pathways and Indicators)

Applicable Habitat Rating Parameters Used By NMFS (1998) for Chinook/Coho (shaded cells indicate the assessed Habitat Quality rating)				
Habitat Pathway and Indicator	**Current Habitat Condition and Source**	**Current Habitat Quality Rating**		
		Not Properly Functioning	**At Risk**	**Properly Functioning**
PHYSICAL/CHEMICAL PARAMETERS				
Temperature	Temperatures	>60°F (spawning) >64°F (migration & rearing)	57-60°F(Spawning) 57-64°F (migration & rearing)	50-57°F
Fine Sediment in spawning gravels (<0.85mm)	Although data for the Chewuch River was not available, substrate and flow conditions appeared to limit deposition and accumulation of fines in the project action area	>17% fines	12-17% fines	<11% fines
Chemical Contamination/ Nutrients	Nearby stormwater discharges, pollution-generating impervious surface, and agricultural uses in the broader landscape may contribute to water quality impacts.	High levels of chemical contamination from agricultural, industrial and other sources, high levels excess nutrients, more than one CWA 303d designated reach	Moderate levels of chemical contamination from agricultural, industrial and other sources, some excess nutrients, one CWA 303d designated reach	Low levels of chemical contamination from agricultural, industrial and other sources, no excess nutrients, no CWA 303d designated reaches
Physical Barriers	Several reported complete barriers in the Clear Creek system exist per WDFW Salmonscape, largely on tributary systems to the mainstem Clear Creek.	Any man-made barriers present in watershed do not allow upstream and/or downstream fish passage at a normal range of flows	Any man-made barriers present in watershed do not allow upstream and/or downstream fish passage at a base/low flows or at normal high flow conditions	Any man-made barriers present in watershed allow upstream and/or downstream fish passage at all flows

Applicable Habitat Rating Parameters Used By NMFS (1998) for Chinook/Coho

(shaded cells indicate the assessed Habitat Quality rating)

Habitat Pathway and Indicator	Current Habitat Condition and Source	Current Habitat Quality Rating		
		Not Properly Functioning	**At Risk**	**Properly Functioning**
Substrate	Otak observed cobbles and large gravels with 0-15% embeddedness in the Chewuch River in the project action area	Bedrock, sand, silt or small gravel dominant, or if gravel and cobble dominant, embeddedness > 30%	Gravel and cobble is subdominant, or if dominant, embeddedness 20-30%	Dominant substrate is gravel or cobble (interstitial spaces clear), or embeddedness < 20%
LWD Quantity	Large woody debris is largely absent in system; little riparian reserves for future recruitment	Does not meet standards for properly functioning and lack potential recruitment	Meets standards for properly functioning, but lacks potential sources of woody debris to maintain that standard	>80 piece/mile > 24" diameter and >50 ft length and adequate sources of woody debris recruitment in the riparian areas
STREAM HABITAT ELEMENTS				
Pool Frequency Channel width pools/mile	Information derived from the site visit indicated pool frequency met standards in the project action area.	Does not meet pool frequency standards	Meets pool frequency standards, but large woody debris recruitment inadequate to maintain over time	Meet pool frequency standards
Pool Quality	Deeper pools were observed during the site visit, but cover was considered inadequate	No deep pools (>1 m) and inadequate cover.	Few deeper pools (> 1 m)	Pools > 1m deep with good cover
Off-channel habitat	None observed on-site or upstream of site.	Few or no backwaters, no off-channel ponds	Some backwaters and high energy side channels	Backwater with cover, and low energy off-channel areas
CHANNEL AND WATERSHED CONDITIONS				
Width/Depth Ratio	5-11; limited data availability	>12	10-12	<10

Applicable Habitat Rating Parameters Used By NMFS (1998) for Chinook/Coho

(shaded cells indicate the assessed Habitat Quality rating)

Habitat Pathway and Indicator	Current Habitat Condition and Source	Current Habitat Quality Rating		
		Not Properly Functioning	**At Risk**	**Properly Functioning**
Floodplain Connectivity	Linkage to the floodplain and riparian areas is very limited by urbanization and channelization.	Severe reduction in hydrologic connectivity between off-channel, wetland, floodplain and riparian areas; wetland extent drastically reduced, riparian vegetation/ succession altered significantly, and channel degradation apparent	Reduced linkage of wetland, floodplains and riparian areas to main channel; over-bank flows are reduced relative to historic frequency, as evidenced by moderate degradation of wetland function, riparian vegetation/succession	Off-channel areas are frequently hydrologically linked to main channel; over-bank flows occur and maintain wetland functions, riparian vegetation and succession
FLOW HYDROLOGY				
Change in Peak/Base Flows Floodplain Connectivity	Floodplain connectivity limited by development; peak and base flows	Pronounced changes in peak flow, baseflow and/or flow timing relative to an undisturbed watershed of similar size, geology and geography	Some evidence of altered peak flow, baseflow and/or flow timing relative to an undisturbed watershed of similar size, geology and geography. Reduced linkage of wetland, floodplains and riparian areas to main channel; over-bank flows are reduced relative to historic frequency, as evidenced by moderate degradation of wetland function, riparian vegetation/succession	Watershed hydrograph indicates peak flow, baseflow and flow timing characteristics comparable to an undisturbed watershed of similar size, geology and geography. Off-channel areas are frequently hydrologically linked to main channel; over-bank flows occur and maintain wetland functions, riparian vegetation and succession

Applicable Habitat Rating Parameters Used By NMFS (1998) for Chinook/Coho

(shaded cells indicate the assessed Habitat Quality rating)

Habitat Pathway and Indicator	Current Habitat Condition and Source	Current Habitat Quality Rating		
		Not Properly Functioning	**At Risk**	**Properly Functioning**
Disturbance Regime	Basin is disturbed by some urban development and agricultural land use practices. Riparian reserves largely absent in much of watershed. Peak flows show flashy hydrologic dynamics.	Frequent flood or drought producing highly variable and unpredictable flows, scour events, debris torrents, or high probability of catastrophic fire exists throughout a major part of the watershed. The channel is simplified, providing little hydraulic complexity in the form of pools or side channels. Natural processes are unstable.	Scour events, debris torrents, or catastrophic fire are localized events that occur in several minor parts of the watershed. Resiliency of habitat to recover from environmental disturbances is moderate.	Environmental disturbance is short-lived; predictable hydrograph, high quality habitat and watershed complexity providing refuge and rearing space for all life stages or multiple life-history forms. Natural processes are stable.

Appendix F—WSDOT Fish Exclusion Protocol and Standards

WSDOT Fish Exclusion Protocols and Standards

Work below the Ordinary High-Water Mark (or Mean Higher High-Water Mark) shall, in general, be conducted in isolation from flowing waters. Exceptions to this general rule or performance measure include: 1) implementation of the work area isolation and fish capture and removal protocols described in this document; 2) placement or removal of small quantities of material (e.g., wood or rock), or structural best management practices (e.g., turbidity curtain), under site conditions where potential exposures and effects to fish life are minimized without isolation from flowing waters[1]; and, 3) work conducted under a declared emergency, under emergency conditions, or where flow conditions prevent safe implementation of work area isolation and fish capture and removal protocols.

Implementation of the work area isolation and fish capture and removal protocols shall be planned and directed by a WSDOT biologist, or qualified biologist under contract to WSDOT, possessing all necessary knowledge, training, and experience (the directing biologist). If electrofishing will or may be used as a means of fish capture, the directing biologist shall have a minimum of 100 hours electrofishing experience in the field using similar equipment, and any individuals operating electrofishing equipment shall have a minimum of 40 hours electrofishing experience under direct supervision. All individuals participating in fish capture and removal operations shall have the training, knowledge, skills, and ability to ensure safe handling of fish, and to ensure the safety of staff conducting the operations.(See Appendix A for requirements)

The directing biologist shall work with Maintenance, Construction, and/or Environmental staff (as appropriate) to plan the staging and sequence for work area isolation, fish capture and removal, and dewatering. This plan should consider the size and channel characteristics of the area to be isolated, the method(s) of dewatering (e.g., diversion with bypass flume or culvert; diversion with sandbag, sheet pile or similar cofferdam; etc.), and what sequence of activities will provide the best conditions for safe capture and removal of fish. Where the area to be isolated is small, depths are shallow, and conditions are conducive to fish capture, it may be possible to isolate the work area and remove all fish life prior to dewatering or flow diversion. Where the area to be isolated is large, depths are not shallow, where flow volumes or velocities are high, and/or conditions are not conducive to easy fish capture, it may be necessary to commence with dewatering or flow diversion staged in conjunction with fish capture and removal. The directing biologist shall use his/her best professional judgment in deciding what sequence of activities is likely to minimize exposure of fish to conditions causing stress or injury (including stranding, exposure to extremes of temperature or reduced dissolved oxygen, risk of injury resulting from electrofishing, etc.).

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[1] WSDOT shall make this determination with consultation or input from the regulatory agencies with jurisdiction, including the Washington State Department of Fish and Wildlife (WDFW), U.S. Fish and Wildlife Service (FWS), and NOAA-National Marine Fisheries Service (NMFS) as appropriate; also, this exception shall not permit work that requires in-water excavation or that presents a risk of increased turbidity beyond the immediate work area or for a duration of more than 15 minutes.

The directing biologist shall plan work area isolation, fish capture and removal, and dewatering with consideration for the following: habitat connectivity and fish habitat requirements; the duration and extent of planned in-water work; anticipated flow and temperature conditions over the duration of planned in-water work; and, the risk of exposure to turbidity or other unfavorable conditions during construction. If the area to be isolated includes only a portion of the wetted channel width (e.g., large or deep rivers where diversion from the entirety of the wetted channel is difficult or impossible), or if the bypass flume or culvert will effectively maintain connectivity and fish passage for the duration of construction activities, it may be less important whether the fish are herded (and/or captured and released) upstream or downstream of the isolated work area. However, if the area to be isolated includes the entire wetted channel width, and especially if conditions make it unlikely that connectivity (i.e., upstream/downstream fish passage) can be effectively maintained for the duration of construction activities, then the directing biologist should carefully consider whether to herd fish (and/or capture and release fish) upstream or downstream of the isolated work area.

If conditions upstream of the isolated work area will or may become unfavorable during construction then fish should be herded or released to a downstream location; this situation is probably most common where the waterbody in question is small, where seasonal flows are substantially diminished, and conditions of elevated temperature and/or reduced dissolved oxygen are foreseeable. However, the directing biologist shall also consider whether planned in-water work presents a significant risk of downstream turbidity and sedimentation; fish herded or released to a downstream location may be exposed to these conditions.

If large numbers of fish are to be herded (and/or captured and released), and in order to avoid overcrowding or concentrating fish in areas where their habitat needs cannot be met, it may be appropriate to relocate fish both upstream and downstream of the isolated work area. At locations where habitat connectivity or quality is poor, including along reaches upstream and/or downstream of the isolated work area, the directing biologist should carefully consider whether relocated fish can meet their minimum habitat requirements for the duration of planned in-water work. On rare occasions it may be appropriate to relocate fish at a greater distance upstream and/or downstream (e.g., thousands of feet or miles), so as to ensure fish are not concentrated in areas where their habitat needs cannot be met, or where they may be exposed to unfavorable conditions resulting from construction. On those rare occasions where relocation to a greater distance is deemed necessary, the WSDOT shall provide notice to the agencies with jurisdiction in advance of the operations.

Plans for staging work area isolation, fish capture and removal, and dewatering must comply with WSDOT safety requirements. Safe implementation is a high priority. The directing biologist shall design and adjust the plan as necessary to ensure the safety of all individuals implementing the plan. Under some conditions it may be appropriate to conduct work without isolation from flowing waters, without placement of block nets, fish capture or removal; for a discussion of this topic see page 1.

In order to comply with WSDOT safety requirements, work in or around water outside of daylight hours is not generally permissible. If, under unusual circumstances, the directing biologist identifies work that will or may be necessary outside of daylight hours, he/she shall coordinate and gain approval for this work with appropriate managers (including the WSDOT safety officer and/or supervisors with authority).

Work Area Isolation

The directing biologist shall determine appropriate locations for the placement of block nets, based on site characteristics and a consideration of the type and extent of planned in-water work. Sites that exhibit reduced flow volume or velocity, uniformity of depth, and good accessibility are preferred; sites with heavy vegetation, large cobble or boulders, undercut banks, deep pools, etc. should be avoided due to the difficulty of securing and/or maintaining nets. Sites with a narrow channel cross-section ("constriction") should be avoided if foreseeable flow conditions might overwhelm or dislodge the block nets, posts, or anchors.

Except when planning and intending to herd fish upstream, and upstream block net shall be placed first. With a block net secured to prevent movement of fish into the work area from upstream, a second block net should be used as a seine to herd fish in a downstream direction. Where the area to be isolated includes a culvert(s), deep pools, undercut banks, or other cover attractive to fish (e.g., thick overhanging vegetation, rootwads, logjams, etc.) it may be appropriate to isolate a portion or portions of the work area, rather than attempting to herd fish from the entirety of the work area in a single downstream pass. Fish capture and removal will be most successful if an effort is made to strategically focus and concentrate fish in areas where they can be easily seined and netted. Care shall be taken not to concentrate fish where they are exposed to sources of stress or to leave them concentrated in such areas for a long duration (e.g., more than 30 minutes).

Depending upon site characteristics, and the planned staging and sequence for work area isolation and dewatering, it may or may not be necessary to place a downstream block net. Typically, however, site characteristics and/or the duration of planned in-water work will necessitate placement of a net(s) to prevent movement of fish into the work area from downstream. If groundwater seepage or site drainage has a tendency to re-wet the area, if the area to be isolated is low-gradient or subject to a backwatering influence, or if the area to be isolated is large and considerable effort will be expended in capturing and removing fish life, a downstream block net should be placed. If foreseeable flow conditions over the duration of planned in-water work might enable fish to re-enter the work area from downstream, a downstream block net should be placed.

In most instances where gradual dewatering or flow diversion is staged in conjunction with fish capture and removal, it is appropriate to delay installation of the downstream block net(s) until after fish have been given sufficient time to move downstream by their own choosing. If flows are reduced gradually over the course of several hours, or the length of an entire workday, some (perhaps many) fish will make volitional movements downstream beyond the area to be isolated. Gradual dewatering can be an effective

means by which to reduce the risk of fish stress or injury. Gradual dewatering and the encouragement of volitional movement are particularly important where the area to be isolated is large and may hold many fish. However, where the area to be isolated includes a culvert(s), deep pools, undercut banks, or other cover attractive to fish, some (perhaps many) fish will not choose to move downstream regardless of how gradually flows are reduced. The directing biologist should use his/her best professional judgment in deciding what sequence of activities is likely to minimize fish stress or injury (including stranding).

Where the area to be isolated is small, depths are shallow, and conditions are conducive to fish capture, it may be possible to remove all fish life prior to dewatering, or to implement plans for dewatering staged with fish capture over a relatively short timeframe (e.g., 1-2 hours). Where the area to be isolated is large, depths are not shallow, where flow volumes or velocities are high, and/or conditions are not conducive to easy fish capture, dewatering or flow diversion should be staged in conjunction with fish capture and removal over a longer timeframe (e.g., 3-6 hours). The largest areas and/or most difficult site conditions may warrant or require that plans for dewatering and fish capture proceed over the length of an entire workday, or multiple workdays. Where this is the case, fish should be given sufficient time and a means to move downstream by their own choosing so as to reduce the total number of fish exposed to sources of stress and injury (including fish handling).

The directing biologist shall select block nets that are appropriate for the site and fish species present. Type of material, length, and depth may vary based on site conditions. It may be necessary and appropriate to contact other WSDOT Regions or offices with access to nets (or other materials) suitable for placement under unique or unusual circumstances. Typically block nets will be composed of 9.5 millimeter stretched nylon mesh and should be installed at an angle to the direction of flow (i.e., not directly perpendicular to flow) so as to reduce the risk of impinging fish. Anchor bags filled (or half-filled) with clean, washed gravel are preferred over sandbags, especially for nets and anchors that will or may remain in-place for a long duration (i.e., more than two weeks). Any use or movement of native substrates or other materials found on-site should be incidental and shall not appreciably affect channel bed or bank conditions.

Block nets shall remain in place until work affecting fish habitat in that reach of stream is complete and conditions are suitable for the reintroduction of fish[2]. Block nets require frequent inspection and debris removal. A qualified biologist, or other field staff trained in safe fish handling, shall be assigned the responsibility of inspecting the nets and safely capturing and relocating any impinged fish. The frequency of these inspections shall be determined on a case-by-case basis. However, block nets shall, at a minimum, be

[2] If plans for work area isolation and fish capture and removal include the installation of temporary cofferdams, and once the directing biologist has confirmed fish life have been successfully excluded from the entire area enclosed by the cofferdam(s), it may be appropriate to remove block nets and allow fish to re-enter the previously isolated work area; this approach is particularly relevant and appropriate where many weeks or months of construction are planned for completion within temporary cofferdams (i.e., isolated from flowing waters).

inspected for impinged fish (especially juvenile fish) at least three times daily or when requested by the Engineer. On working days, these inspections shall be performed at the start, middle and end of the work day. On non-working days, these activities shall be performed between 6:00 am and 8:00 am, between 11:00 am and 1:00 pm and between 4:00 pm and 6:00 pm. They may need to be checked more frequently for the first 24 hours after a significant rainfall (or change in flow volume or velocity). In the event fish are found impinged on the net(s), or if weather or flow conditions change significantly, the directing biologist shall reconsider and adjust the frequency of net inspections so as to minimize the risk of impinging and injuring fish.

Field staff shall be assigned the responsibility of frequently checking and maintaining the nets for accumulated debris, general stability, and proper function. The frequency of these inspections shall be determined on a case-by-case basis, dependent upon the site, seasonal, and weather conditions. Block nets must be secured along both banks and the channel bottom to prevent failure as a result of debris accumulation, high flows, and/or flanking. Some locations may require additional block net support (e.g., galvanized hardware cloth, affixed metal fence posts, etc.).

Fish Capture and Removal

If dewatering and/or flow diversion is deemed necessary, this work (including related fish capture and removal operations) shall comply with any provisions contained in the Hydraulic Project Approval (HPA), or applicable General HPA, issued by the WDFW. If the FWS and/or NMFS have provided relevant Terms and Conditions from a Biological Opinion addressing the work (or action), this work shall also comply with those Terms and Conditions.

If pumps are used to temporarily bypass water or to dewater residual pools or cofferdams, pump intakes shall be screened to prevent aquatic life from entering the intake. Fish screens or guards shall comply with Washington State law (RCW 77.57.010 and 77.57.070), with guidelines prescribed by the NMFS[3], and any more stringent requirements contained in the HPA or General HPA issued by the WDFW. If pumps are to be used on a more permanent basis, as the primary or secondary method for diverting flow around the isolated work area, plans for dewatering shall address contingencies (i.e., extremes of flow or weather). These plans shall include ready access to a larger or additional "back-up" pump with appropriately screened intake. If the directing biologist has confirmed that all fish life has been successfully excluded from the area, there is no risk of entraining fish, and adequate plans are in-place to address contingencies (including a routine schedule for inspection), then pumps may be operated without a screened intake.

[3] National Marine Fisheries Service. 2011. Anadromous Salmonid Passage Facility Design. Chapter 11: Fish Screen and Bypass Facilities. NMFS Northwest Region, July 2011, 140 p..

Fish Capture and Removal Methods:

Methods for safe capture and removal of fish from the isolated work area are described below. These methods are given in order of preference. At most locations, a combination of methods will be necessary. In order to avoid and minimize the risk of injury to fish, attempts to seine and/or net fish should always precede the use of electrofishing equipment. Visual observation techniques (e.g. snorkeling, surveying with polarized glasses or Plexiglas bottomed buckets, etc.) may be used to assess the effectiveness of these methods, to identify locations where fish are concentrating, or otherwise adjust methods for greater effectiveness.

If the planned fish capture and removal methods have not been addressed through consultation (or programmatic consultation), if seining and netting are impracticable (i.e., electrofishing is deemed the only viable means of fish capture), and fish listed under the ESA may be present, the directing biologist shall provide notice to the FWS and/or NMFS (as appropriate). This notice shall be provided in advance of the operations, and shall include an explanation of the unique site conditions or circumstances. Work conducted under a declared emergency (or emergency conditions) shall follow established ESA notification protocols.

Where fish listed under the ESA will or may be present, the directing biologist shall insure that fish capture and removal operations adhere to the following minimum performance measures or expectations:

1) Only dip nets and seines composed of soft (non-abrasive) material shall be used.

2) The operations shall not resort to the use of electrofishing equipment unless other less injurious methods have removed most or all of the adult and sub-adult fish (i.e., fish in excess of 300 millimeters); the operations shall conduct a minimum of three complete passes without capture using seines and/or nets.

3) The operations shall confirm success of fish capture and removal before completely dewatering or commencing with other work within the isolated work area; the operations shall conduct a minimum of two complete passes without capture using electrofishing equipment.

4) Fish listed under the ESA shall not be held in containers for more than 10 minutes, unless those containers are dark-colored, lidded, and fitted with a portable aerator.

5) A plan for achieving efficient return to appropriate habitat will be developed before the capture and removal process.

6) Every attempt will be made to release ESA-listed specimens first.

• **Seining** shall be the preferred method for fish capture. Other methods shall be used when seining is not possible, or when/after attempts at seining have proven ineffective. Seines, once pursed, should remain partially in the water while fish are removed with dip nets. Seines with a "bag" minimize handling stress and are preferred. Seines with a bag are also preferred where obstructions make access to the water (or deployment/retrieval of the seine) difficult.

In general, seining will be more effective if fish, especially juvenile fish, are moved (or "flushed") out from under cover. Methods which may increase effectiveness and/or efficiency include conducting seining operations at dawn or dusk (i.e., during low-light conditions), in conjunction with snorkeling, and/or flushing of the cover. In flowing waters and especially where flow volume or velocity is high or moderately-high, seines that employ a heavy lead line and variable mesh size are preferred. Small mesh sizes are more effective across the full range of fish size (and age class), but also increase resistance and can make deployment/retrieval more difficult in flowing waters. Seines which use a small mesh size in the bag (or body), and a larger, less resistant mesh size in the wings may under some conditions be most effective and efficient.

• **Baited Minnow Traps** are typically used before and in conjunction with seining. Traps may be left in the isolated work area overnight. Traps shall be inspected at least four times daily to remove captured fish and thereby minimize predation within the trap. Traps should be checked more frequently if temperatures are in excess of 15 degrees C (59 F).

Predation within the trap may be an unacceptable risk when minnow traps are left in-place overnight; large sculpin and other predators that feed on juvenile fish are typically much more active at night. The directing biologist shall consider the need and plan for work outside daylight hours (i.e., inspection and removal) before leaving minnow traps in-place overnight.

• **Dip Nets** shall be used in conjunction with seining. This method is particularly effective when employed during gradual dewatering or flow diversion. To be most effective and to minimize stress and risk of injury to fish (including stranding), the directing biologist shall coordinate fish capture operations with plans for dewatering or flow diversion. Plans for dewatering and/or flow diversion should proceed at a measured pace (within constraints), to encourage the volitional downstream movement of fish, and reduce the risk of stranding. Plans for dewatering and/or flow diversion shall not proceed unless there are sufficient staff and materials on-site to capture and safely remove fish in a timely manner. Generally, this will require a minimum of two persons (three if electrofishing), but the directing biologist may find that some sites (especially large or complicated sites) warrant or require a more intensive effort (i.e., additional staffing).

Once netted, fish shall remain partially in water until transferred to a bucket, cooler, or holding tank. Dip nets which retain a volume of water ("sanctuary nets") are preferred. However, sanctuary nets may be ineffective where flow volume or velocity is high or moderately-high (i.e., increase resistance lessens ability to net or capture fish). In

addition, where water depths are very shallow and/or fish are concentrated in very small receding pools or coarse substrate, "aquarium" nets may be a better, more effective choice. Use of dip nets in conjunction with snorkeling, flushing of the cover, or around the hours of dawn or dusk (i.e., during low light conditions), can be effective for capturing fish sheltered below cover.

• **Connecting Rod Snakes** may be used to flush fish out of stream crossing structures (i.e., culverts). Connecting rod snakes are composed of wood sections approximately three feet in length. Like other cover attractive to fish, culverts (especially long culverts), can present a challenge to fish capture and removal operations. The directing biologist should plan a strategy for focusing and concentrating fish in areas where they can be easily seined and netted, and should take active steps to prevent fish from evading capture. When first implementing plans for work area isolation, fish capture and removal, and dewatering, it may be appropriate to place block nets immediately upstream and/or downstream of culverts so as to minimize the number of fish that might seek cover within the culvert(s). Once most or all of the fish have been removed from other parts of the work area, the block net placed downstream of the culvert(s) should be removed to encourage volitional downstream movement of fish.

• **Electrofishing** shall be performed only when other methods of fish capture and removal have proven impracticable or ineffective at removing all fish. The directing biologist shall ensure that attempts to seine and/or net fish always precede the use of electrofishing equipment. Larger fish (i.e., adult and sub-adult fish with comparatively longer spine lengths) are more susceptible to electrofishing injury than smaller fish. To minimize the risk of injury (and the number of fish potentially injured), the directing biologist shall confirm that other methods have been effective in removing most or all of the adult and sub-adult fish before resorting to the use of electrofishing equipment; see the related performance measure appearing on page 6. As a general rule or performance measure, electrofishing should not be conducted under conditions that offer poor visibility (i.e., visibility of less than 0.5 meter).

The following performance measures shall apply to the use of electrofishing equipment as a means of fish capture and removal:

1. If the planned fish capture and removal operations have not been addressed through consultation (or programmatic consultation), and fish listed under the ESA may be present, WSDOT shall provide notice to the FWS and/or NMFS prior to the initiation of electrofishing attempts. Upon request, the WSDOT shall permit the FWS, NMFS, and/or their designated representative to observe fish capture and removal operations. Work conducted under a declared emergency (or emergency conditions) shall follow established ESA notification protocols.

2. Electrofishing shall only be conducted when a biologist with at least 100 hours of electrofishing experience is on-site to conduct or direct all related activities. The directing biologist shall be familiar with the principles of electrofishing, including the effects of voltage, pulse width and pulse rate on fish, and associated risk of injury or

mortality. The directing biologist shall have knowledge regarding galvanotaxis, narcosis and tetany, their relationships to injury/mortality rates, and shall have the ability to recognize these responses when exhibited by fish.

3. The directing biologist shall ensure that electrofishing attempts use the minimum voltage, pulse width, and rate settings necessary to create the desired response (galvonotaxis). Water conductivity shall be measured in the field prior to each electrofishing attempt to determine appropriate settings. Electrofishing methods and equipment shall comply with guidelines outlined by the NMFS[4].

4. The initial and maximum settings identified below shall serve as guidelines when electrofishing in waters that may support ESA-listed fish. Only DC or pulsed DC current shall be used. [Note: some newer, late-model electrofishing equipment includes a "set-up" or initialization function; the directing biologist shall have the discretion to use this function as a means to identify proper initial settings.]

Guidelines for initial and maximum settings for backpack electrofishing.[5]

	Initial Settings	**Conductivity (µS/cm)**	**Maximum Settings**
Voltage	100 V	≤300	800 V
		>300	400 V
Pulse Width	500µs		5 ms
Pulse Rate	15 Hz		60 Hz (In general, exceeding 40 Hz will injure more fish)

Each attempt shall begin with low settings for pulse width and pulse rate. If fish present in the area being electrofished do not exhibit a response, the settings shall be gradually increased until the appropriate response is achieved (galvanotaxis). The lowest effective settings for pulse width, pulse rate and voltage shall be used to minimize risks to both personnel and fish. Safe implementation is a high priority. The directing biologist shall ensure the safety of all individuals assisting with electrofishing attempts; this includes planning for and providing all necessary safety equipment and materials (e.g., insulated waders and gloves, first aid/CPR kit, a current safety plan with emergency contacts and phone numbers, etc.). Only individuals that are trained and familiar with the use of electrofishing equipment should provide direct assistance during electrofishing attempts.

5. Electrofishing shall not be conducted where spawning adults or redds with incubating eggs may be exposed to the electrical current. As a general rule or performance measure, waters that support anadromous salmon should not be electrofished from October 15

[4] National Marine Fisheries Service. 2000. Guidelines for electrofishing waters containing salmonids listed under the Endangered Species Act

[5] Adapted from NMFS Backpack Electrofishing Guidelines, June 2000, and WDFW Electrofishing Guidelines for Stream Typing, May 2001

through May 15, and resident waters from November 1 through May 15. If located within waters that may support bull trout, especially waters located within a local bull trout population (i.e., that support spawning and rearing), seasonal limitations on the use of electrofishing equipment may be more restrictive; if you have questions, contact the FWS. If any, more restrictive work windows have been identified through consultation, those windows shall apply. The directing biologist shall ensure that electrofishing attempts are made only during appropriate times of year, and not where spawning adults or redds with incubating eggs may be exposed to the electrical current.

6. An individual shall be stationed at the downstream block net(s) during electrofishing attempts to recover stunned fish in the event they are flushed downstream and/or impinged against the block net(s).

7. The operator shall use caution so as to prevent fish from coming into direct contact with the anode. Under most conditions, the zone of potential fish injury extends approximately 0.5 meter from the anode. Netting shall not be attached to the anode, as this practice presents an increased risk of direct contact and injury. Extra care shall be taken near in-water structures or undercut banks, in shallow waters, or where fish densities are high. Under these conditions fish are more likely to come into close or direct contact with the anode and/or voltage gradients may be intensified. Voltage and other settings shall be readjusted to accommodate changing conditions in the field, including channel depth. When electrofishing areas near undercut banks, overhanging vegetation, large cobble or boulders, or where structures provide cover, fish that avoid capture may be exposed to the electrical current repeatedly. Repeated or prolonged exposures to the electrical current present a higher risk of injury, and therefore galvanotaxis should be used to draw fish out of cover.

8. Electrofishing shall be conducted in a manner that minimizes harm to fish. Once an appropriate fish response (galvanotaxis) is achieved, the isolated work area shall be worked systematically. The number of passes shall be kept to a minimum, but is dependent upon the numbers of fish and site characteristics and shall be at the discretion of the directing biologist. Electrofishing shall not be conducted unless there are sufficient staff and materials on-site, to both minimize the number of passes required and to locate, net, recover, and release fish in a timely manner. Generally, this will require a minimum of three persons, but the directing biologist may find that some sites (especially large or complicated sites) warrant or require a more intensive effort (i.e., additional staffing). Care shall be taken to remove fish from the electrical field immediately and to avoid exposing the same fish repeatedly. Fish shall not be held in dip nets while electrofishing is in progress (i.e., while continuing to capture additional fish). [Note: where flow velocity or turbulence is high or moderately-high (e.g., within riffles) it may be difficult to see and net fish; these fish may evade capture (resulting in repeated exposure), or may become impinged on the downstream block net(s); a “frame” net, or small portable block net approximately 3 feet in width, can be effective under these conditions when held downstream in close proximity to the anode.]

9. The condition of captured fish shall be carefully observed and documented. Dark bands on the body and/or extended recovery times are signs of stress or injury. When such signs are noted, settings for the electrofishing unit may require readjustment. The directing biologist should also review and consider changes to the manner in which the electrofishing attempt is proceeding. If adjustments to the electrofishing attempt do not lessen the frequency (or severity) of observed stress, the directing biologist shall have the authority to postpone fish capture and removal operations[6]. Each fish shall be capable of remaining upright and actively swimming prior to release, and will be completely revived in holding tanks as necessary (*See* Fish Handling, Holding and Release).

10. Electrofishing shall not be conducted when turbidity reduces visibility to less than 0.5 meter, when water conductivity exceeds 350 µS/cm, or when water temperature is above 18°C (64 F) or below 4°C (39 F).

Fish Handling, Holding and Release:

• Fish handling shall be kept to the minimum necessary to remove fish from the isolated work area. Fish capture and removal operations shall be planned and conducted so as to minimize the amount and duration of handling. The operations shall maintain captured fish in water to the maximum extent possible during seining/netting, handling, and transfer for release.

• The directing biologist shall document and maintain accurate records of the operations, including: fish species, number, age/size class estimate, condition at release, and release location. Fish shall not be sampled or anesthetized, unless for valid purposes consistent with the WSDOT's Section 10 scientific collection permits.

• Individuals handling fish shall ensure that their hands are free of harmful and/or deleterious products, including but not limited to sunscreen, lotion, and insect repellent.

- The operations shall ensure that water quality conditions are adequate in the buckets, coolers, or holding tanks used to hold and transfer captured fish. The operations shall use aerators to provide for clean, cold, well-oxygenated water, and/or shall stage capture, temporary holding, and release to minimize the risks associated with prolonged holding. The directing biologist shall ensure that conditions in the holding containers are monitored frequently and operations adjusted appropriately to minimize fish stress. If fish listed under the ESA will or may be held for more than a few minutes prior to release, the directing biologist should consider using dark-colored, lidded containers only. Fish listed under the ESA shall not be held in containers for more than 10 minutes, unless those containers are dark-colored, lidded, and fitted with a portable aerator; small

[6] If the FWS and/or NMFS have provided an Incidental Take Statement from a Biological Opinion addressing the work (or action), the directing biologist shall ensure limits on take have not been exceeded; if the limits on take are exceeded, or if take is approaching these limits, the directing biologist shall postpone fish capture and removal operations and immediately notify the federal agency (or agencies) with jurisdiction.

coolers meeting this description are preferred over buckets. Fish will be held for the shortest time necessary for recovery and release.

• The operations shall provide a healthy environment for captured fish, including low densities in holding containers to avoid effects of overcrowding. Large fish shall be kept separate from smaller fish to avoid predation. The operations shall use water-to-water transfers whenever possible.

• The release site(s) shall be determined by the directing biologist. The directing biologist should consider both site characteristics (e.g., flow, temperature, available refuge and cover, etc.) and the types of fish captured (e.g., out-migrating smolt, kelt, prespawn migrating adult, etc.) when selecting a release site(s). More than one site may be designated to provide for varying needs, and to separate prey-sized fish from larger fish. The directing biologist shall consider habitat connectivity and fish habitat requirements, seasonal flow and temperature conditions, and the duration and extent of planned in-water work when selecting a fish release site(s). If conditions upstream of the isolated work area will or may become unfavorable during construction, then fish should not be released to an upstream location. However, the directing biologist shall also consider whether planned in-water work presents a significant risk of downstream turbidity and sedimentation; fish released to a downstream location may be exposed to these conditions. Site conditions may warrant releasing fish both upstream and downstream, or relocating fish at a greater distance (e.g., thousands of feet or miles), so as to ensure fish are not concentrated in areas where their habitat needs cannot be met. For a fuller discussion of this topic see page 2.

• The directing biologist shall ensure that each fish is capable of remaining upright and has the ability to actively swim upon release.

• Any ESA-listed fish incidentally killed as a result of fish capture and removal operations shall be preserved and delivered to the appropriate authority upon request (see Documentation).

• If the limits on take of ESA-listed species are exceeded (harm or harassment), or if incidental take is approaching and may exceed specified limits, the directing biologist shall postpone fish capture and removal operations and immediately notify the federal agency (or agencies) with jurisdiction. If dewatering or flow diversion is incomplete and still in-progress, WSDOT shall take remedial actions directed at maintaining sufficient quantity and quality of flow and lessening sources of fish stress and/or injury. If conditions contributing to fish stress and/or injury may worsen before the federal agency with jurisdiction can be contacted, WSDOT should attempt to move fish to a suitable location near the capture site while keeping fish in water and reducing stress as much as possible.

Reintroduction of Flow and Fish to the Isolated Work Area

If conducting work in isolation from flowing waters has required placement of a block net(s), fish capture and removal, and temporary dewatering, the directing biologist shall ensure that the block net(s) remain in place until work is complete and conditions are suitable for the reintroduction of fish. Flows shall be gradually reintroduced to the isolated work area, so as to prevent channel bed or bank instability, excessive scour, or turbidity and sedimentation. The directing biologist shall inspect the work area and downstream reach to ensure no fish are stranded or in distress during reintroduction of flows. If conditions causing or contributing to fish stress and/or injury are observed, WSDOT shall take remedial actions directed at lessening these sources of stress. This may include a more gradual reintroduction of flow, so as to reduce resulting turbidity and sedimentation.

All temporary structures and materials (e.g., block nets, posts, and anchors; bypass flume or culvert; sandbag, sheet pile or similar cofferdam; etc) shall be removed at the completion of work. The directing biologist shall document in qualitative terms the final condition of the isolated work area (including temporary bypass). The directing biologist shall identify and document any obvious signs of channel bed or bank instability resulting from the work, and shall report these conditions to the appropriate Maintenance, Construction, and/or Environmental staff for remedy. WSDOT shall document any additional actions taken to correct channel instability, and the final condition of the isolated work area (including temporary bypass).

To avoid and minimize the risk of introducing or spreading nuisance or invasive species, aquatic parasites, or disease, the directing biologist shall ensure that all equipment and materials are cleaned and dried to protocol before transporting them for use at another site or waterbody. Once equipment is fully dried, it should stay dry for at least 48 hours before using in Washington waters. Biologists should avoid the use of felt-soled shoes since they are difficult to decontaminate.

Documentation

- All work area isolation, and fish capture and handling shall be documented in a log book with the following information: project location, date, methods, personnel, water temperature, conductivity, visibility, electrofishing equipment settings, and other comments.

- All fish captured or handled shall be documented: species, number of each species, age/size class estimate, condition at release, and location of release.

- If at any time, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), the directing biologist, if they are a consultant shall immediate notify WSDOT who shall provide immediate notification to the WDFW consistent with any provisions contained in the HPA (or applicable General HPA). Notification shall consist of a phone call or voice mail message directed to the

Area Habitat Biologist identified on the HPA and/or the Washington Military Department Emergency Management Division at (800) 258-5990, as appropriate.

- Any ESA-listed species incidentally killed as a result of fish capture and removal operations shall be documented with the notification provided to the appropriate authority (FWS and/or NMFS) within two working days. If the directing biologist is a consultant, they shall immediately notify WSDOT, who will notify the Services. The consultant shall not independently contact other agencies. Initial notifications shall consist of a phone call or voice mail message. Initial notifications shall be directed to the following: (FWS) the nearest FWS Law Enforcement Office, and the Washington Fish and Wildlife Office at (360) 753-9440; (NMFS) the NMFS Office of Law Enforcement at (800) 853-1964, and the Washington State Habitat Office at (360) 753-9530. Any dead specimens shall be kept whole and preserved on-ice or frozen until WSDOT receives a response and further directions from the appropriate authority; if WSDOT receives no response within 5 working days, the directing biologist shall have the discretion to dispose of specimens. Initial notifications shall be followed by a second notification in writing. All notifications shall provide at a minimum the following: date, time, WSDOT point-of-contact (the directing biologist and/or supervisor), project name (and FWS and/or NMFS tracking number if available), precise location of any incidentally killed or injured and unrecovered fish, number of specimens and species, and cause of death or unrecoverable injury. If the limits on incidental take are exceeded (harm or harassment), the written notification shall also include an explanation of the circumstances causing or contributing to observed levels of take.

- The final condition of the isolated work area (including temporary bypass) shall be documented in qualitative terms, including any obvious signs of channel bed or bank instability resulting from the work. WSDOT shall document any additional actions taken to correct channel instability, and the final condition of the isolated work area (including temporary bypass).

Appendix A

Requirements for Designated Lead Fish Moving Biologist (Directing Biologist)

- Completion of a minimum of a two day electrofishing class.
- Training in fish ecology and identification
- 100 hours of electrofishing experience in the Pacific Northwest, at least 20 hours of which should have been in the last 5 years in the PNW.
- Possession of a current CPR certification
- Possession of a current first aid certification
- Demonstrated understanding of aquatic invasive species and the appropriate decontamination methods necessary to prevent introducing aquatic invasive species into the work area.
- Demonstrated ability to interpret contract plan sheets/specification, contactor schedule and plans prepared by the contractor (e.g. Temporary Steam Diversion Plan and Spill Prevention Control and Countermeasure Plan)
- Ability to move fish per the most current version of the "**WSDOT Fish Exclusion Protocols and Standards"**
- Must develop and deliver on site field training for individuals assisting with fish moving.

Requirements for Trained Personnel

- Possess training, knowledge, skills and ability to ensure safe handling of fish and to ensure the safety of staff conducting the operations.
- Have a current first aid certification.
- Training must be conducted on site by the Designated Lead Fish Moving Biologist prior to initiation of the fish moving and must cover the following:
    - Review of site specific pre- activity safety plan
    - A site specific job site analysis and fish exclusion plan.
    - A discussion of roles, responsibilities, permit requirements, and species expected.
    - Review of electrofishing guidelines and equipment manufactures recommendations.
    - Definitions of basic terminology (galvanotaxis, narcosis, and tetany) and an explanation of how electrofishing attracts fish.
    - A demonstration and discussion of the proper use of electrofishing equipment (including an explanation of how gear can injure fish and how to recognize signs of injury) and the role of each crew member.
    - A demonstration of proper fish handling including proper netting, sorting by size, keeping buckets cool, releasing small and large fish

in different pools, not overcrowding buckets, avoiding sunscreens/ insect repellants etc on hands moving fish.

- A review of common mistakes.
- A discussion of the use of personal floatation devices.
- A discussion of aquatic invasive species and the decontamination methods necessary to prevent introducing aquatic invasives into the work area.

Appendix A. Prohibited Species under WAC 220-12-090

Family Amiidae: Bowfin, grinnel, or mudfish, *Amia calva*.

Family Channidae: China fish, snakeheads: All members of the genus *Channa*.

Family Characidae: Piranha or caribe: All members of the genera *Pygocentrus*, *Rooseveltiella*, and *Serrasalmus*.

Family Clariidae: Walking catfish: All members of the family.

Family Cyprinidae:

- Fathead minnow, *Pimephales promelas*.
- Carp, Bighead, *Hypopthalmichthys nobilis*.
- Carp, Black, *Mylopharyngodon piceus*.
- Carp, Grass (in the diploid form), *Ctenopharyngodon idella*.
- Carp, Silver, *Hypopthalmichthys molitrix*.
- Ide, silver orfe or golden orfe, *Leuciscus idus*.
- Rudd, *Scardinius erythropthalmus*.

Family Gobiidae: Round goby, *Neogobius melanostomus*.

Family Esocidae: Northern pike, *Esox lucius*: A person may possess and transport dead prohibited Northern pike obtained under the department's recreational sport fishing rules (WAC 220-56-100 and 220-56-115). There is no minimum size, no daily limit, and no possession limit. Release of any live Northern pike into water other than the water being fished is prohibited.

Family Lepisosteidae: Gar-pikes: All members of the family.

Appendix G—SCJ Alliance Site Visit Memo

SITE VISIT

Susie Stephens Trail – Winthrop, WA

Purpose of Visit

Molly Linville visited the potential site for the Susie Stephens Trail along the Chewuch River in downtown Winthrop, WA on Friday, November 14th, 2014. Molly was responsible for marking the ordinary high water mark (OHWM) with wooden stakes and flagging, along approximately 650 feet of Chewuch River bank. She was also asked to mark any wetlands present or notable wildlife habitat.

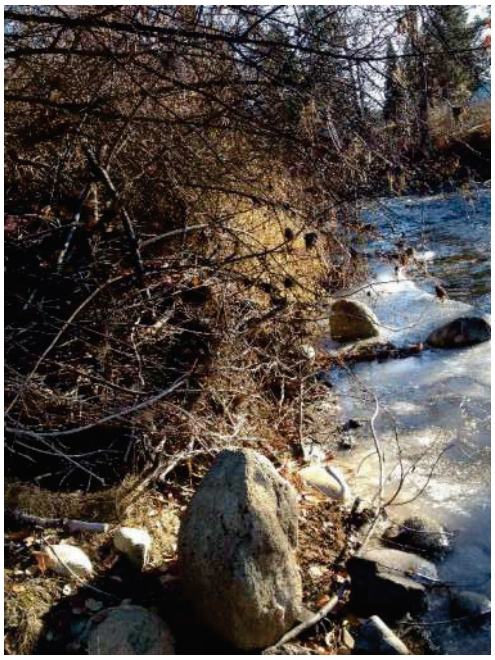
Background

There is a US Geological Services (USGS) gauge (#12448000) located 80 feet downstream from the Highway 20 Bridge. The gauge is located on the right bank of the Chewuch River and was just upstream from where Molly began marking OHWM. The gauge gives readings for temperature, velocity in cubic feet per second (cfs) and water height on gauge. On the day Molly visited, the water level was at 3.41. This particular gauge uses National Geodetic Vertical Datum of 1929 (NGVD29) to establish the water level elevation with which it can be measured against. Historical water levels for this stretch of the Chewuch River can be found at: http://waterdata.usgs.gov/usa/nwis/uv?12448000 .

Method

Molly started downstream at the location of the Farmer's Exchange river frontage and worked upstream to the Schoolhouse Brewery. She delineated the OHWM using wooden stakes and pink flagging tape marked OHWM in a manner consistent with Washington State Department of Ecology Publication #08-06-001: *Determining the Ordinary High Water Mark on Streams in Washington State*. The portion of the Chewuch River that flows through Winthrop is not terribly complex as far as bank morphology goes. In general, this portion of the river is a confined, single channel, with a limited floodplain. The dominant substrate is boulder/cobble with pockets of course grain sand. On this particular stretch of stream, the most common indicators of OHWM were; shelving, change in plant community, and water staining on boulders (Figure 1). Wooden stakes were driven in the ground and were located within site distance of the next stake. Several minor challenges to delineating the OHWM arose. The black cottonwoods (*Populus balsamifera*) along the riparian zone had lost all their leaves which blanketed the shoreline. The leaves had to be swept away in order to see indicators of OHWM. Secondly, there had clearly been enough human foot traffic along the shoreline to remove the vegetation layer. Molly had to determine if the demarcation from no vegetation to vegetation was due to human disturbance or was an actual indicator of OHWM. Winthrop had experience single digit night time temperatures for several days in a row prior to the site visit. The ground was frozen which made driving the stakes in challenging.

Figure 1



Finally, there were several stretches along the river where the vegetation was thick and abutted the shoreline, making it impossible to safely access the area to drive a stake in (Figure2).

Figure 2

Wildlife Habitat

Washington State Department of Fish and Wildlife's (WDFW) Priority and Habitats and Species (PHS) database was queried for wildlife species that may need to be considered during trail construction. The PHS database returned the following list of species that may be present in the study site:

• Bald eagle (*Haliaeetus leucocephalus*)	federal species of concern
• Cavity-nesting ducks	
• Chinook salmon (*Oncorhynchus tshawytscha*)	federally endangered
• Dolly Varden/Bull Trout (*Salvelinus malma*)	federally threatened
• Harlequin duck (*Histionicus histrionicus*)	
• Rainbow Trout (*Oncorhynchus mykiss*)	
• Steelhead (*Oncorhynchus mykiss*)	federally threatened
• Townsend's Big-eared Bat (*Corynorhinus townsendii*)	state candidate
• Western gray squirrel (*Sciurus griseus*)	federal species of concern
• Western Cutthroat (*Oncorhynchus clarki lewisi*)	

While not all of the species are listed, most utilize unique habitats that should be considered before project construction.

No riverine wetlands were identified during Molly's site visit. However, an area of important wildlife habitat was identified (Figure 3). The area is riparian habitat and contains several snags and horizontal, large woody debris.

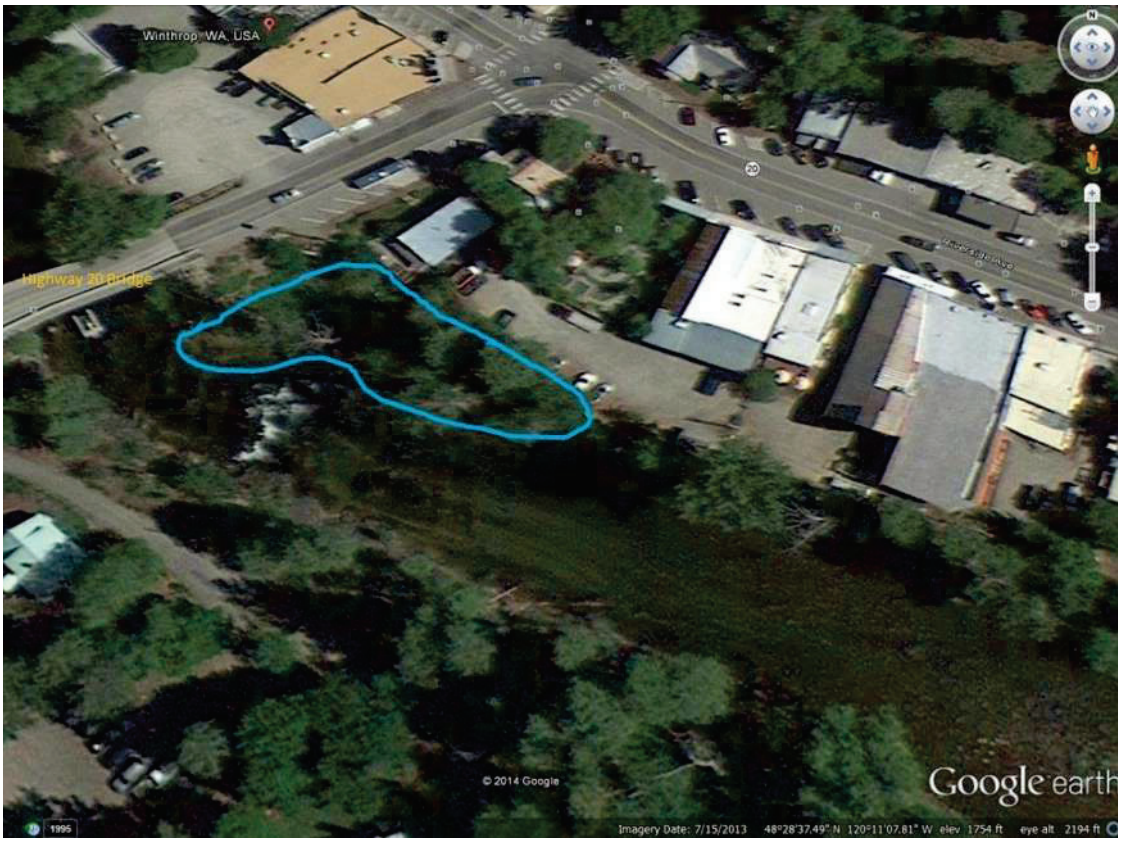


Figure 3

The wildlife habitat area was surveyed for obvious wetland indicators. There was no wetland hydrology currently present on the site, the vegetation was 63% facultative upland species (no wetland obligates were present). The soil was so frozen that it could not be analyzed. It is important to note; most of the plants were dormant at the time of the site visit and the soil was frozen, so this cannot be considered a definitive conclusion about whether or not a wetland is present. Regardless, the area requires special consideration before construction.

PHS data from WDFW indicates that cavity nesting ducks, Townsend's Big-eared Bats, and Western Gray Squirrels are all present in the area. Tree cavities are important for various life stages of all three. For example, Townsend's bats require roosts (tree cavity, caves, old buildings etc.) that are in close proximity to feeding areas. Townsend's would potentially use the woodpecker cavities in the snags for roosts, and forage for insects along the river's shoreline and in the shrubs in the riparian zone. At the time of the site visit, multiple snags with woodpecker cavities and bug activity were noted. There was also horizontal, large woody debris lying on the ground that would be considered an important habitat feature. The area was not flagged at the time of the visit to avoid confusion with the OHWM flagging.

Fish Habitat

Marking the OHWM did not require in-stream work, so considering fish habitat for this particular step of the project was not necessary. During her site visit, Molly noted a spawned-out Chinook carcass (Figure 4). According to USFWS Critical Habitat Portal http://crithab.fws.gov/crithab/, the project site is critical habitat for: Upper Columbia River Run of Steelhead (*Oncorhynchus mykiss),* Upper Columbia River Run of Chinook *(Oncorhynchus tshawytscha*), and bull trout (*Salvelinus malma*). The Chewuch River is also designated as a shoreline of statewide significance.

Figure 4

In the future, the following should be consulted for guidance on how to move forward with the project as it pertains to fish and fish habitat:

- Chapter 18.06 Critical Areas Regulations in the Town of Winthrop Municipal Code
- Okanogan County Cities and Towns Regional Shoreline Master Program (not currently complete)
- Upper Columbia Salmon Recovery Board – *Integrated Recovery Program – Habitat Report, June 2014.*

Appendix of Site Photos

Example of water staining on rocks

Leaf litter obscuring OHWM

Demarcation from no veg to veg

wrack deposited above OHWM 1

TOWN OF WINTHROP
SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT

Application No:	Win SSDP 19-3
Administering Agency:	Town of Winthrop
Issue Date:	July 15, 2019
Expiration:	July 15, 2024

Pursuant to R.C.W. 90.58, a permit is hereby granted to:

Applicant:
Town of Winthrop
Contact: Rocklynn Culp
PO Box 459
Winthrop, WA 98862

Description of Permitted Activity: Development of the first phase of the RiverWalk trail, consisting of the construction of a 6' wide pedestrian path along the Chewuch River for 415 linear feet, including a pedestrian underpass beneath the SR 20 Bridge over the Chewuch River and an 80 foot long pedestrian foot bridge over a floodplain/habitat area. Additional project elements include right-of-way acquisition, replacement of rip rap armoring for scour protection, construction of retaining walls and wing-walls, and stairways and railings. The project is within the shoreline area of the Chewuch River, within the high intensity and conservancy shoreline designations.

Location: The project is located along a linear corridor along the Chewuch River in downtown Winthrop. NE quarter of Section 2, Township 34 N, Range 21 East WM.

Shoreline Designation(s): Portions of the project fall within the shoreline area of the Chewuch River, a river with shoreline of statewide significance (R.C.W. 90.58.030). The shoreline environment designations for the project corridor are as follows: *Conservancy* for the first twenty-five (25) feet landward on a horizontal plane from the ordinary high water mark; *urban/high intensity* for the balance of the 200 foot shoreline jurisdiction.

Applicable Provisions: The following provisions of the Town of Winthrop Shoreline master Program are applicable to this development, and hereby attached and incorporated in this permit:

1. All regulations contained in Chapter 5.00 - General Regulations;
2. Section 6.07, Recreational Development;
3. Section 6.09, Shoreline Stabilization; and
4. Section 6.11 Transportation

Terms and Conditions: Development pursuant to this permit shall be undertaken with the following terms and conditions:

1. A copy of this permit shall be provided by the permittee to the contractor and all others working within the shoreline area, and shall be posted on site at all times during project

construction. The permittee, contractor, machinery operators, and all others working within the shoreline area shall have read this permit and attached conditions prior to construction, and shall follow its conditions at all times.

2. All pertinent regulations of the Winthrop Shoreline Master Program, including, but not limited to height limitations, setbacks, and general regulations, shall be followed.

3. In addition to the terms of this permit, project activities shall comply with all conservation and/or minimization measures described in the Biological Assessment, and through ESA consultation with USFWS (letter dated March 5, 2019) and NMFS (letter and biological opinion dated July 2, 2019). Project activities will also be subject to the terms of the Town of Winthrop Floodplain Development Permit 19-1; Dept. of Fish and Wildlife Hydraulic Project Approval 2019-2-107+01; and any other permits or authorizations from agencies with jurisdiction over the project area and activities.

4. Construction activities below OHWM are subject to the timing requirements set forth in the HPA and NMFS consultation. If the timing requirements cannot be met due to high water, the Town is responsible to ensure monitoring in compliance with NMFS and WDFW.

5. Any expansion of the project which requires construction beyond what is identified in application materials shall be subject to Town review and possible permit revisions.

6. All reasonable methods shall be used to prevent the introduction of dirt or other excavation and/or construction debris into the Chewuch River. Such methods shall include, but not be limited to, silt fencing and other means, and shall be in place prior to any excavation and/or construction activities in the shoreline area.

7. Sediment control devices shall be routinely checked and maintained to function properly, and shall remain in place as long as there is potential for raw soils, silt sediments, fresh cement, silt or concrete laden water, or other deleterious materials to enter the Chewuch River or other identified areas for protection. Sediment devices shall be completely removed following construction activities and once soil is stabilized.

8. Prior to entering the project area, all equipment shall be checked for leaks and cleaned of any external petroleum products, hydraulic fluid, machinery coolants, dirt, weeds and weed seed, and any other deleterious materials.

9. No burning of debris shall be permitted on the site, unless with proper authorization from Dept of Ecology and Fire District 6.

10. The project area shall be restored with native plant species following project documentation and the terms of the HPA. Plantings shall be maintained for at least three years to ensure a survival rate of at least 80%.

This permit is granted pursuant to R.C.W. 90.58 and the Town of Winthrop Shoreline Master Program. Nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Rocklynn Culp
Shoreline Permit Administrator

7-16-19
Date

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Washington Fish and Wildlife Office
Central Washington Field Office
215 Melody Lane, Suite 103
Wenatchee, WA 98801-8122

In Reply Refer to:
01EWFW00-2019-I-0411
Hydrologic Unit Code (HUC): 170200080408)

MAR 0 5 2019

RECEIVED
MAR 0 8 2019
WASHINGTON DIVISION

Daniel M. Mathis
Federal Highway Administration
U.S. Department of Transportation
Suite 501, Evergreen Plaza
Olympia, WA 98501-1284

Dear Mr. Mathis:

This responds to your request for initiation of both formal and informal consultation on the City of Winthrop SR 20 Chewuch Bridge Pedestrian Underpass Project, Federal Aid #: STPR-1465(002) (HFO-WA.2/WA2774E9466), located in the City of Winthrop (Township 34 North, Range 21 East, Section 2), Okanogan County, Washington. Your cover letter dated December 14, 2018, and Biological Assessment (BA) dated November 1, 2018, were received in the U.S. Fish and Wildlife Service (USFWS) Central Washington Field Office on December 18, 2018.

In addition to starting the official consultation period, this letter also responds to the Federal Highway Administration (FHWA) request for the USFWS's concurrence with the determination that the Project "may affect, not likely to adversely affect" the threatened yellow-billed cuckoo (*Coccyzus americanus*) and designated bull trout critical habitat in accordance with section 7(a)(2) of the Act. The BA also has a "likely to adversely affect" determination for the bull trout (*Salvelinus confluentus*). However, the USFWS feels the effects of the action are more consistent with a "may affect, not likely to adversely affect" determination based on the information provided. Since only discountable or insignificant effects are described in the BA in regards to the bull trout, we will proceed with that analysis of effects accordingly. Effects to other listed species and their habitats are not anticipated to occur.

Project Description

The Chewuch Bridge Pedestrian Underpass Project (Project) is proposed by the town of Winthrop. The Project's primary goal is to create a recreational and scenic walking path for residents and visitors by providing public access under the existing State Route (SR) 20 Bridge and to improve scour protection for the SR 20 Bridge. The Project consists of a six-foot wide paved trail, approximately 460 feet long that will follow the east bank of the Chewuch River on the west side of town. The town seeks to route a portion of the trail below the Washington State Department of Transportation Bridge where SR 20 crosses the Chewuch River. The trail terminates at either end of its 460-foot length at existing parking lots to the northwest and southeast. The trail will include segments with rock retaining walls on the upper and lower sides of the trail and a retaining wall for the bridge underpass trail section. A portion of the trail will consist of an 80-foot long pre-manufactured steel pedestrian bridge that will be situated approximately 0.8 feet above the 100-year flood water surface elevation of the Chewuch River. The Project also involves replacing the existing scour protection below the SR 20 Bridge with new riprap.

Action Area

The Project is located along the river-front, west of Riverside Ave. in Winthrop, Washington, Okanogan County (Section 2, Township 34 North, Range 21 East, Willamette Meridian), and adjacent to Chewuch River (6th field HUC 170200080408), which flows into Methow River (6th field HUC 170200080605) in Water Resource Inventory Area (WRIA) 48-Methow.

The Action Area is defined as the geographic extent (both aquatic and terrestrial) of the physical, chemical, and biological effects of a proposed action. The Action Area for the Project may be defined based on three parameters:

- Extent of physical modifications to the aquatic, riparian, and upland environments (Figure 1).
- Temporary construction-related noise effects and distances (Figure 2).
- Extent of potential water quality impacts associated with project construction and operation.

Figure 1. Map of Approximate Project Limits

Effects of the Action

Noise: Temporary construction-related noise

The Project site is located on the southwest side of commercial properties along the Chewuch River, and below the SR 20 Bridge. The Bridge conveys 2,000 vehicles per day on average (WSDOT 2016), and has a relatively moderate ambient noise level of 58 dBA. The Project BA utilized Washington State Department of Transportation's) (WSDOT)s *Biological Assessment Preparation for Transportation Projects–Advanced Training Manual–Version 2018* to determine the terrestrial action area based on the extent of noise-related disturbance from construction activities.

The Town of Winthrop has a density of approximately 400 people per square mile; such a population density generates an estimated background noise level exclusive of traffic of 45 dBA. A background noise level of 45 dBA was used to determine the extent of the action area for noise-related project effects, and the potential use of

the loudest piece of construction equipment (grader for trail construction; 89 dBA at 50 feet from the source) was used to determine the distance at which construction-related noise attenuates to background levels.

Because no pile driving or other noise-generating activities will take place in aquatic environments, noise attenuation and attenuation distance was analyzed for terrestrial noise only. The WSDOT analysis determined that construction-related noise will fall below background noise between 1.2 and 2.4 miles away from the project.

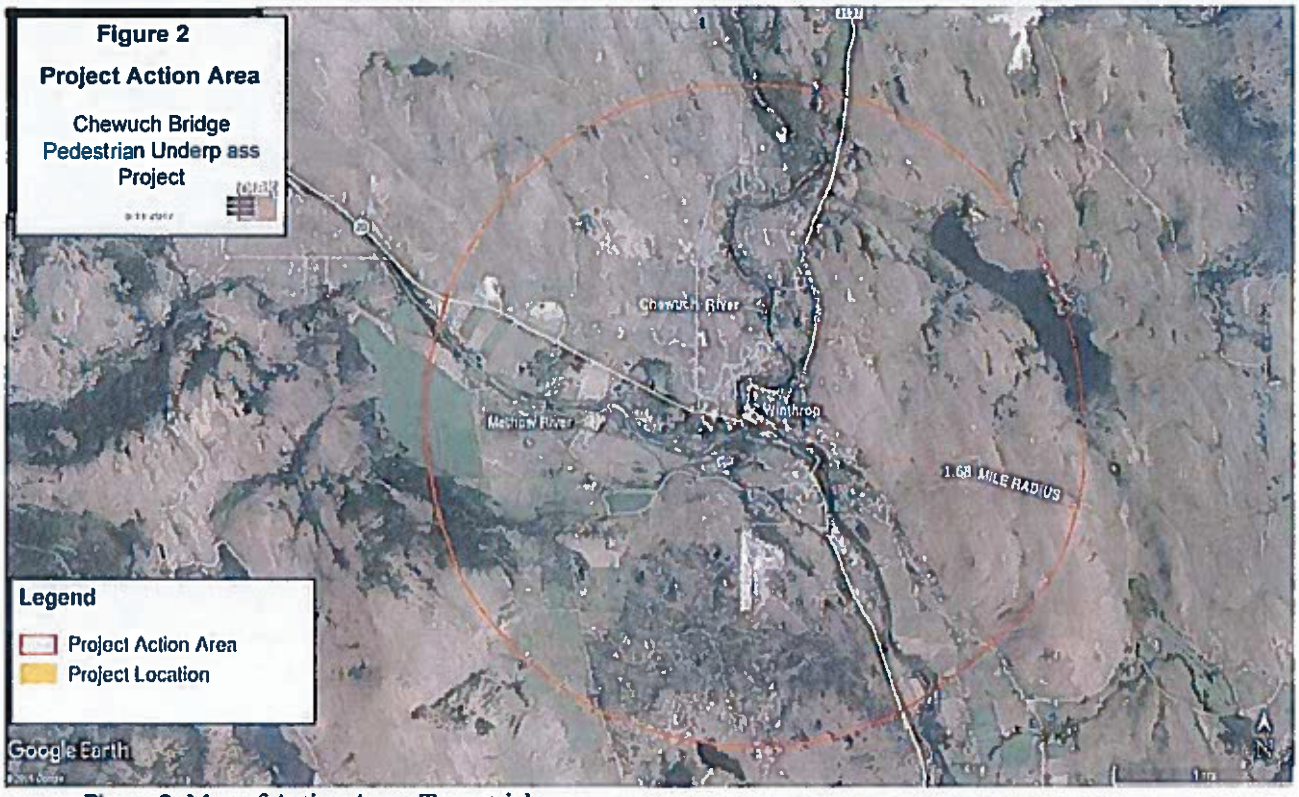


Figure 2. Map of Action Area- Terrestrial

Extent of Potential Water Quality Impacts

Water quality impacts may occur as a result of construction activities and potentially as a result of storm-water runoff into the system after the Project is complete. The action area extents for potential water quality impacts are defined as 200 feet upstream and downstream from trail construction and grading activities, to reflect potential sediment release and mobilization. The 200-foot distance is based on Department of Ecology mixing zone distances for water quality points of compliance for projects based in river and stream environments (Ecology 2001), using a flow rating of 10-100 cubic-feet-per-second (cfs) during construction.

In-Water Work:

In-water work associated with the installation of the cofferdam will only occur during the Washington Department of Fish and Wildlife (WDFW) approved in-water work window

(July I-September 30). Installation of the cofferdam is anticipated to occur outside of the wetted width of the river based on summer time low-flow, conditions. All other work will occur after the segment of the stream is isolated, dewatered and proper fish exclusion procedures have taken place. There will be no other in-water work after these elements have been established.

Conservation Measures

Various conservation measures intended to minimize the effects of the proposed action to listed species are described in the BA. The following list represents minimization measures (MM) and best management practices (BMPs) that will be included in the construction plans. Minimization Measures and BMPs will be implemented to avoid or reduce impacts to aquatic habitat and species utilizing such habitat.

MM 1. Fill material will only be placed in specified and permitted locations. Fill placement may be permanent or temporary and will be located in a way that minimizes impacts to sensitive area

MM 2. Temporary fills must be entirely removed and the site restored to preexisting conditions.

MM 3. Boundaries of clearing limits associated with site access and construction limits will be clearly flagged to prevent ground disturbance outside the limits.

MM 4. Vegetation will be grubbed only from areas undergoing permanent alteration. No grubbing will occur in areas slated for temporary impacts.

MM 5. Temporarily disturbed areas will be restored to pre-work conditions to the extent possible, including protecting existing root systems and allowing re-sprouting of herbaceous and woody plants. Native trees and shrubs will be used that are endemic to the project vicinity or region of the State where the activity is occurring.

MM 6. Removal of riparian vegetation will be minimized to the greatest extent possible. Native riparian vegetation will be replanted where feasible. Vegetation restoration will be coordinated with the Town of Winthrop and any other appropriate agencies.

MM 7. Seasonal restrictions applied to work conducted within or below the OHWM will follow requirements within the HPA issued by the Washington Department of Fish and Wildlife, and Water Quality Standards for Surface Waters of the State of Washington (Chapter 173- 201A WAC). In-water work duration will be minimized as practicable.

MM 8. The work area will be isolated from the rest of the water body and riparian areas, using sandbags filled with washed pea gravel and plastic

sheeting. Isolation of the work area is anticipated to occur outside of the wetted width of the river based on low-flow conditions during the summer fish window.

MM 9. All concrete will be poured in the dry, or within confined waters not being dewatered to surface waters, and will be allowed to cure a minimum of seven days before contact with surface water.

MM 10. Water pumped out of the isolated project area will be discharged to a temporary storage and treatment site--a constructed basin in the north parking lot. Project action area soils have excellent infiltration capacity, and it is anticipated that all pump water will infiltrate in the constructed basin. Remaining sediments will be disposed of in accordance with Washington Department of Ecology requirements. Pump intake will have a screen of an appropriate area and screen opening diameter that comply with current RCW, NMFS guidelines, and the HPA for the project.

MM 11. Equipment will be checked daily for leaks and will be well maintained to prevent lubricants and any other deleterious materials from entering waters of the State. Prior to entering the water or below the OHWM, all equipment will be free of any external petroleum products, hydraulic fluid, and coolants. Wash water will not be discharged to any water body without pre- treatment.

MM 12. All equipment entering waters that may be used by listed fish species and/or if the waters are critical habitat, will use vegetable oil or other biodegradable, acceptable hydraulic fluid substitute, unless the project is an emergency action.

MM 13. Installation of riprap and other materials will occur from the banks or outside the wetted perimeter as much as possible.

MM 14. All materials, such as riprap or gravel, placed within the water will be free of rock fines, silt, soil, or other extraneous material. An exception to the presence of fines is permitted if they are required as part of channel bed reconstruction.

MM 15. All excavated materials will be removed to an upland location where they cannot enter the water body.

MM 16. Construction impacts will be confined to the minimum area necessary to complete the project.

MM 17. All projects (except exempt activities as listed in section 3-2.2 of the Highway Runoff Manual (HRM, WSDOT 2011), are subject to minimum storm-water management requirements as outlined in Section 3-3 of the

HRM. As part of the minimum storm-water management requirements all non-exempt projects must address erosion control. A stand-alone temporary erosion and sediment control (TESC) Plan is required if more than 7,000 ft^2 of soil will be disturbed. A project specific Spill Prevention Control and Countermeasure (SPCC) Plan is also required for all nonexempt projects as required in Standard Specification 1-07.15(1).

MM 18. No contractor staging areas will be allowed within 200 feet of any potential wetland, stream, estuary, river, or marine drainage as identified by the project biologist, unless site-specific review completed by the project biologist indicates that no impacts to the sensitive resource areas will occur due to topography or other factors.

MM 19. A stand-alone TESC plan will be developed and implemented for all projects requiring clearing, vegetation removal, grading, ditching, filling, embankment compaction, or excavation. The BMPs in these plans will be used to control sediments from all vegetation-disturbing or ground-disturbing activities.

MM 20. For projects involving concrete, concrete truck chute cleanout areas will be established to properly contain wet concrete and wash water and prevent it from entering wetlands and other waterbodies.

MM 21. The contractor will protect all inlets and catchments from storm-water runoff from fresh concrete, tackifier, paving, or paint striping in case inclement weather unexpectedly occurs.

MM 22. All unstable slopes resulting from construction activities with a high likelihood of delivery of material to listed species-bearing waters will be stabilized within two days from October 1 to April 30, and within seven days from May 1 to September 30.

MM 23. All projects (except exempt activities as listed in section 3-2.2 of the Highway Runoff Manual (HRM, WSDOT 2011), are subject to minimum storm-water management requirements as outlined in Section 3-3 of the HRM. As part of the minimum storm-water management requirements, all non-exempt projects must address erosion control. A standalone TESC Plan is required if more than 7,000 ft^2 of soil will be disturbed. A project specific SPCC Plan is also required for all nonexempt projects as required in Standard Specification 1-07.15(1).

MM 24. Projects will be designed in accordance with the WSDOT Highway Runoff Manual, or the local agency storm-water manual (if required by the local agency having jurisdiction) provided it is more stringent than the Highway Runoff Manual.

MM 25. All equipment will be fueled and maintained more than 200 feet from the nearest wetland, ditches, flowing or standing water, unless site specific review completed by the project biologist indicates that no impacts to the resource areas will result due to topography or other factors.

MM 26. Construction equipment will not enter any water body without authorization from WDFW, NMFS, or USFWS, as appropriate. Equipment will be operated as far from the water's edge as possible.

MM 27. Temporary material storage piles consisting of erosive materials will be placed outside the 100-year floodplain during the rainy season (October 1 through June 1) except for emergency projects, or unless site specific review completed by the project biologist indicates that topography or other factors preclude runoff from entering waterbodies containing listed fish species or their prey. Such temporary storage piles will be stabilized with plastic sheeting, straw bales, or other BMPs, to prevent sediment delivery to these waterbodies. Material to be used within 12 hours of deposition will not be considered a temporary material storage pile.

Effects to Bull Trout

The BA describes potential effects as resulting from implementation of work isolation structures (page 39) and effects from increased turbidity. Prior to in-water work, fish will be removed from the work area. After the work area is isolated by placing a block net as per the WSDOT Fish Exclusion Protocols and Standards as set forth in the BA (Appendix F). Bull trout presence in this location of the Chewuch River during Project activities is unlikely as most bull trout will have already ascended past this point to higher spawning locations during the work window. During the construction window, we expect that bull trout, if present, will disperse to suitable habitat elsewhere resulting in insignificant effects from turbidity. The Project description also includes many MM and BMP (see above) which will further help to reduce effects to a discountable level level.

Effects to Bull Trout Critical Habitat

Construction of the project will involve removal of soil on the upland banks of the Chewuch River as well as some vegetative clearing and grading for the trail alignment. Long term physical modifications to the environment include minor modifications to the river bank associated with trail installation, installation of native riparian plants, and in-water replacement of scour protection material within the OHWM.

Bull Trout Critical Habitat Designation is dependent upon nine Primary Critical Elements:

*Note: PCE's, referred in the designation of bull trout critical habitat, are now referred to as "Primary Biological Functions (PBFs). For clarity, we will continue to use the published terminology. Definitions below are from the October 18, 2010, Final Rule (*75 FR 63898 64070)

PCE 1 -Springs, Seeps, Groundwater: Springs, seeps, groundwater sources, and subsurface water connectivity (hyporheic flows) to contribute to water quality and quantity and provide thermal refugia.

The Project will have no effect on channel conditions and dynamics.

PCE 2-Migratory Corridors: Migration habitats with minimal physical, biological, or water quality impediments between spawning, rearing, overwintering, and freshwater and marine foraging habitats, including but not limited to permanent, partial, intermittent, or seasonal barriers.

The Project will have a short term, limited effect on migratory corridors. A temporary restriction in channel width may occur during project construction. Fish passage around the barriers will be sufficient to minimize any impact. Therefore, the USFWS considers effects to this PCE to be insignificant.

PCE 3 -Abundant Food Base: An abundant food base, including terrestrial organisms of riparian origin, aquatic macroinvertebrates, and forage fish.

The Project will have no effect on the existing food base.

PCE 4 -Complex Habitats: Complex river, stream, lake, reservoir, and marine shoreline aquatic environments, and processes that establish and maintain these aquatic environments, with features such as large wood, side channels, pools, undercut banks and substrates, to provide a variety of depths, gradients, velocities, and structure.

No instream work is scheduled to occur outside of the work site isolation area. The stream channel under the bridge is already void of complex habitat. The amount of rip-rap replacement (200 cubic yards) will not produce a measurable increase in the functionality of PCE 4 in comparison with the total functionality of the reach.

PCE 5 Temperature: Water temperatures ranging from 2 to 15 degrees Celsius (°C) (36 to 59 degrees Fahrenheit (°F)), with adequate thermal refugia available for temperatures that exceed the upper end of this range. Specific temperatures within this range will vary depending on bull trout life-history stage and form; geography; elevation; diurnal and seasonal variation; shade, such as that provided by riparian habitat; streamflow; and local groundwater influence.

The Project is located under a bridge where there is already no riparian vegetation and the bridge blocks sunlight. Therefore, the USFWS believes there will be no effect to this PCE from the proposed Project.

PCE 6 -Substrate: In spawning and rearing areas, substrate of sufficient amount, size, and composition to ensure success of egg and embryo overwinter survival, fry emergence, and young-of-the-year and juvenile survival. A minimal amount of fine sediment, generally ranging in size from silt to coarse sand, embedded in larger substrates, is characteristic of these

conditions. The size and amounts of fine sediment suitable to bull trout will likely vary from system to system.

This PCE only applies in bull trout spawning and rearing areas. The Project will have no effect on substrate as the Project is well below spawning areas.

PCE 7 Hydrograph: A natural hydrograph, including peak, high, low, and base flows within historic and seasonal ranges or, if flows are controlled, minimal flow departure from a natural hydrograph.

The USFWS anticipates that the Project as described will have no effect on the hydrograph.

PCE 8 -Water Quality/ Quantity: Sufficient water quality and quantity such that normal reproduction, growth, and survival are not inhibited.

The temporary diversions will impact water quality and quantity for a limited duration during Project construction; however, the USFWS expects this impact to be minor, localized and temporary. Effects will be primarily in the form of sediment plumes that will be generated during construction activities. Restrictions in the MMs and BMPs will reduce this amount of sediment and therefore we believe this impact will rise to an insignificant level.

PCE 9 -Nonnative Species: Sufficiently low levels of occurrence of nonnative predatory (e.g., lake trout, walleye, northern pike, smallmouth bass); interbreeding (e.g., brook trout); or competing (e.g., brown trout) species that, if present, are adequately temporally and spatially isolated from bull trout.

The Project will have no effect on non-native species.

Effects to the Yellow-billed Cuckoo:

The yellow-billed cuckoo is a long-distance, neo-tropical migrant bird of the cuckoo family *(Cuculidaea)*. The yellow-billed cuckoo is a riparian species, requiring relatively large, contiguous patches of multilayered riparian habitat for nesting. The yellow-billed cuckoo uses dense, wooded habitat as well as thickets along streams and marshes.

Caterpillars make up the majority of the species' diet. Yellow-billed cuckoos build nests consisting of loose sticks and twigs and have an extremely short nesting cycle, approximately 17 days. Within a week of hatching, chicks are fully feathered and ready to leave the nest. The yellow-billed cuckoo begins its southward winter migration by late August.

Species Occurrence

Yellow-billed cuckoos are considered extirpated in Washington due to habitat loss. However, one female was documented approximately five miles northwest of the Town of Winthrop along the Methow River on June 4, 2015 (Wiles et al 2017, pg. 23). The presence of the yellow-billed cuckoo in the Project action area is highly unlikely due to the urbanized development near the river's edge, the sparse wooded habitat in the immediate vicinity, and surrounding agriculture

use. Therefore, the USFWS believes that the effects to Yellow-billed cuckoo will be discountable.

Conclusion

The Project BA describes effects to bull trout and its critical habitat as well as the Yellow-billed cuckoo that are unlikely to occur, and/or are very small in scale. The USFWS agrees that implementation of the Project will result in discountable and insignificant effects to bull trout and its habitat as well as the Yellow-billed cuckoo.

Therefore, the Service concurs with a determination of "may affect, not likely to adversely affect" for yellow-billed cuckoo, bull trout, and bull trout designated critical habitat based on the information provided in the BA and the USFWS understanding of the action area. Our concurrence is based on the Project being implemented as described in the BA.

This concludes informal consultation pursuant to the regulations implementing the Act, 50 C.F.R. § 402.13. This Project should be re-analyzed if new information reveals effects of the action may affect listed or proposed species or designated or proposed critical habitat in a manner or to an extent not considered in this consultation; if the action is subsequently modified in a manner that causes an effect to a listed or proposed species or designated or proposed critical habitat that was not considered in this consultation; and/or, if a new species is listed or critical habitat is designated that may be affected by this Project.

If you have any questions or comments regarding this letter, please contact Greg Van Stralen at the Central Washington Field Office in Wenatchee at (509)665-3508, extension 2006, (e-mail at greg_vanstralen@fws.gov) or Sierra Franks at (509)665-3508 extension 1880 (e-mail at sierra_franks@fws.gov).

Sincerely,

for

Brad Thompson, Acting State Supervisor
Washington Fish and Wildlife Office

LITERATURE CITED

U.S. Fish and Wildlife Service (USFWS). 2010. Final Designation of Critical Habitat for the Bull Trout. Federal Register 75 FR 63898- 64070.

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Wiles, G.J. and K.S. Kalasz. 2017. Status report for the yellow-billed cuckoo in Washington. WDFW, Olympia, WA 32 pp.

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
1201 NE Lloyd Boulevard, Suite 1100
Portland, Oregon 97232-1274

July 2, 2019

Refer to NMFS No:
WCRO-2018-00042

Daniel M. Mathis, P.E.
Division Administrator
Federal Highway Administration
Suite 501 Evergreen Plaza
711 South Capitol Way
Olympia, Washington 98501-1284

Re: Endangered Species Act Section 7(a)(2) Biological Opinion, and Magnuson–Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the SR 20 Chewuch Bridge Pedestrian Underpass, Okanogan County, Washington (Sixth-field Hydrologic Unit Code: 170200080408 Pearrygin Creek–Chewuch River).

Dear Mr. Mathis: Dan

Thank you for your letter dated December 14, 2018, requesting initiation of consultation with NOAA's National Marine Fisheries Service (NMFS) pursuant to section 7 of the Endangered Species Act of 1973 (ESA) (16 U.S.C. 1531 et seq.), for funding of the State Route (SR) 20 Chewuch Bridge Pedestrian Underpass Project. After a Federal Government work stoppage, we requested more information on the proposed action on January 31, 2019. We received that information and initiated consultation on March 22, 2018.

We also reviewed the likely effects of the proposed action on essential fish habitat (EFH), pursuant to section 305(b) of the Magnuson–Stevens Fishery Conservation and Management Act (16 U.S.C. 1855(b)) (MSA), and concluded that the action would adversely affect the EFH of Pacific Coast salmon. Therefore, we have included the results of that review in Section 3 of this document.

In the biological opinion (opinion), NMFS concludes that the proposed action is not likely to jeopardize the continued existence of ESA-listed Upper Columbia River (UCR) spring-run Chinook salmon (*Oncorhynchus tshawytscha*) or UCR steelhead, or destroy or adversely modify their designated critical habitat. Rationale for our conclusions is provided in the attached opinion.

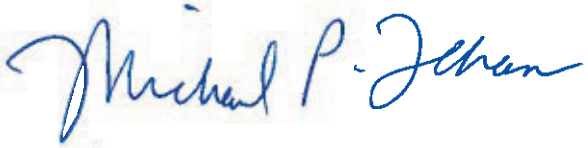
As required by section 7 of the ESA, NMFS provided an incidental take statement (ITS) with the opinion. The ITS describes reasonable and prudent measures (RPMs) NMFS considers necessary

or appropriate to minimize incidental take associated with the proposed action. The take statement sets forth nondiscretionary terms and conditions, including reporting requirements that the Federal Highway Administration (FHWA) and any person who performs the action must comply to carry out the RPMs. Incidental take from the proposed action that meets these terms and conditions will be exempt from the ESA take prohibition. The opinion also includes one conservation recommendation per section 7(a)(1) of the ESA, which directs federal agencies to use their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of the threatened and endangered species.

Our EFH analysis includes three conservation recommendations to avoid, minimize, or otherwise offset potential adverse effects to EFH. If your response is inconsistent with the EFH conservation recommendation, FHWA must explain why, including the justification for any disagreements over the effects of the action and the recommendation. In response to increased oversight of overall EFH program effectiveness by the Office of Management and Budget, NMFS established a quarterly reporting requirement to determine how many conservation recommendations are provided as part of each EFH consultation and how many are adopted by the action agency. Therefore, in your statutory reply to the EFH portion of this consultation, we ask that you clearly identify the number of conservation recommendations accepted.

Please contact Jody Walters of the Columbia Basin Branch at (509) 962-8911 ext. 803, jody.walters@noaa.gov, if you have any questions concerning this consultation, or if you require additional information.

Sincerely,



Michael P. Tehan
Assistant Regional Administrator
Interior Columbia Basin Office
NOAA Fisheries, West Coast Region

Enclosure

cc: [File]
Trent de Boer, WSDOT Local Programs, deboert@wsdot.wa.gov

Endangered Species Act (ESA) Section 7(a)(2) Biological Opinion and Magnuson–Stevens Fishery Conservation and Management Act Essential Fish Habitat Response

SR 20 Chewuch Bridge Pedestrian Underpass

NMFS Consultation Number: WCRO-2018-00042

Action Agency: Federal Highway Administration

Affected Species and Determinations:

ESA-Listed Species	ESA Status	Is the action likely to adversely affect this species or its critical habitat?	Is the action likely to jeopardize this species?	Is the action likely to destroy or adversely modify critical habitat for this species?
Upper Columbia River spring-run Chinook salmon	E	Yes	No	No
Upper Columbia River steelhead	T	Yes	No	No

Fishery Management Plan that Describes EFH in the Action Area	Would the action adversely affect EFH?	Are EFH conservation recommendations provided?
Pacific Coast Salmon	Yes	Yes

Consultation Conducted By: National Marine Fisheries Service, West Coast Region

Issued By:

Michael P. Tehan
Assistant Regional Administrator
Interior Columbia Basin Office
NOAA Fisheries, West Coast Region

Date: 07/02/2019

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ACRONYM GLOSSARY

BA	Biological Assessment
CFR	Code of Federal Regulations
DPS	Distinct Population Segment
DQA	Data Quality Act
EFH	Essential Fish Habitat
ESA	Endangered Species Act
ESU	Evolutionarily Significant Unit
FHWA	Federal Highway Administration
FR	Federal Register
HUC	Hydrologic Unit Code
HUC_5	Fifth-Field Hydrologic Unit Code
HUC_6	Sixth-Field Hydrologic Unit Code
ICTRT	Interior Columbia Basin Technical Recovery Team
ITS	Incidental Take Statement
LWM	Large Woody Material
MSA	Magnuson–Stevens Fishery Conservation and Management Act
NFH	National Fish Hatchery
NMFS	National Marine Fisheries Service
NTU	Nephelometric Turbidity Unit
OHWM	Ordinary High Water Mark
OMB	Office of Management and Budget
opinion	Biological Opinion
PBF	Physical or Biological Feature
PCE	Primary Constituent Element
PFMC	Pacific Fishery Management Council
POC	Point of Compliance
RPM	Reasonable and Prudent Measure
RTT	Regional Technical Team
SR	State Route
T&E	Threatened and Endangered
Town	Town of Winthrop
U.S.C.	United States Code
UCR	Upper Columbia River
UCSRB	Upper Columbia Salmon Recovery Board
VSP	Viable Salmonid Population
WDFW	Washington Department of Fish and Wildlife
WSDOT	Washington State Department of Transportation

1. INTRODUCTION

This Introduction section provides information relevant to the other sections of this document and is incorporated by reference into Sections 2 and 3 below.

1.1 Background

National Marine Fisheries Service (NMFS) prepared the biological opinion (opinion) and incidental take statement (ITS) portions of this document in accordance with section 7(b) of the Endangered Species Act (ESA) of 1973 (16 U.S.C. 1531 et seq.), and implementing regulations at 50 CFR 402.

We also completed an essential fish habitat (EFH) consultation on the proposed action, in accordance with section 305(b)(2) of the Magnuson–Stevens Fishery Conservation and Management Act (MSA) (16 U.S.C. 1801 et seq.) and implementing regulations at 50 CFR 600.

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

1.2 Consultation History

We received a request for consultation and biological assessment (BA) from the Federal Highway Administration (FHWA) on December 14, 2018. The FHWA will help fund a paved trail in the Town of Winthrop (Town), which will follow the left bank of the Chewuch River under the State Route (SR) 20 Bridge. The FHWA determined that the project is "Likely to Adversely Affect" the Upper Columbia River (UCR) spring-run Chinook salmon (*Oncorhynchus tshawytscha*), and the UCR steelhead (*O. mykiss*). They determined the project was "Not Likely to Adversely Affect" designated critical habitat for each species.

After a Federal Government work stoppage, we requested more information on the proposed action on January 31, 2019. We received that information and initiated consultation on March 22, 2018. We received additional project details of the proposed action via email from Dave Allen, Senior Project Manager, SCJ Alliance, on April 26, 2019.

1.3 Proposed Federal Action

"Action" means all activities or programs of any kind authorized, funded, or carried out, in whole or in part, by federal agencies (50 CFR 402.02).

The Town will construct a 6-foot-wide paved trail, approximately 460 feet long, along the east bank of Chewuch River and under SR 20. A portion of the trail will consist of an 80-foot-long pre-manufactured steel pedestrian bridge. The bridge, associated abutments and retaining wall will all occur above the ordinary high water mark (OHWM). Approximately 200 cubic yards of riprap fill will be used to replace existing scour protection. There will be no increase in volume

or area of fill below the OHWM, nor will the streambank of the finished project extend farther waterward at any point than it does now. The finished project will not affect floodwater elevation up or downstream of the bridge, while directly beneath the bridge the water surface will increase approximately 0.03 feet. None of the new impervious surfaces will be pollution-generating.

Prior to scour protection replacement, the Town will isolate the worksite from the Chewuch River with a pea gravel sandbag coffer dam, remove fish per Washington State Department of Transportation (WSDOT) protocols, and then dewater the isolated site. Per the WSDOT protocol, electrofishing will be used only when other less injurious methods have proven impracticable or ineffective at removing all fish.

The cofferdam will be located approximately 8 feet outward from the scour protection riprap. Discharge water will be pumped to upland areas to pass through vegetation before re-entering surface waters. Isolation of the work area is anticipated to occur outside of the wetted width of the river based on low-flow conditions during the summer fish window. A construction access road will be built, requiring fill material to be placed along the hillslope and banks. The Town will then replace the scour protection riprap with angular rocks of approximately 4- to 6-foot diameter, placed at a 1.5:1 slope. They will also dredge to tie the new riprap to the original river bed grade below the OHWM. No equipment will enter the river other than the excavator bucket.

The Town will make every effort to complete all in-water work (including isolation barrier removal) in July. There is the possibility of high flows in July which could delay the ability to set up the coffer dam in time to complete the work before the end of the month. In this case, the town will install the coffer dam as soon as flows allow, but no later than July 31. If, under a worst-case scenario, high flows prevent installation of the coffer dam before August 1, the Town will have a fish biologist with redd survey experience conduct a spawning ground survey in the action area to ensure that no spring Chinook salmon spawning, or that no spring Chinook salmon redds are present. If spring Chinook salmon exhibiting spawning behavior are present, the Town will not disturb them in any way. If a redd is present within the planned isolation footprint, the Town will determine how to avoid disturbing the redd, or the in-water work will be deferred until the following year. If a redd is present within 300 feet of the planned isolation footprint, the Town will confer with the biologist on actions to minimize affects to the redd, including changing hydraulics as little as possible, and minimizing or preventing suspended sediments from entering the redd.

Each day that the isolation barrier is present after July 31, the Town will have the biologist survey the action area for spring Chinook salmon adults or their redds. If spring Chinook salmon exhibiting spawning behavior are present, the Town will not disturb them in any way. If a redd is present, the Town will confer with the biologist on actions to minimize affects to the redd as mentioned above. In-water work will be completed, and the isolation barrier removed by no later than August 15.

Approximately 4,850 square feet of riparian vegetation will be disturbed by construction activities. Primarily reed canary grass and woody shrubs such as Woods' rose (*Rosa woodsii*) and dogwood (*Cornus sericea*) will be removed. The Town will also remove three black

cottonwoods (*Populus trichocarpa*) and one aspen (*Populus tremuloides*); if necessary, a fifth tree may be removed.

The Town will remove the cottonwoods and rootwads in such a way to maximize their future attributes as large woody material (LWM). They are working with the Washington Department of Fish and Wildlife (WDFW) to identify how to use the wood to enhance habitat, which may include placing it in the water downstream, or on the bank at the project site. The shrubs that are removed will be left on the riverbank near the OHWM.

The Town will replant about 9,200 square feet to minimize effects of removing vegetation during construction. The Town will plant seven ponderosa pine (*Pinus ponderosa*), along with 136 shrubs, including serviceberry (*Amelanchier alnifolia*), dogwood, golden currant (*Ribes aureum*), Nootka rose (*Rosa nutkana*), Woods' rose (*Rosa woodsii*) and snowberry (*Symphoricarpos albus*). They will also plant 16 bundles of willow stakes along the riprap. Planting will occur in the dormant season. The plantings will be screened to protect from animals. Plantings will be regularly watered, weeded, and otherwise maintained until established, and replaced as necessary over 3 years, targeting 80 percent minimum survival by the end of the third growing season.

The BA lists several minimization measures to avoid or reduce impacts to species and habitat, which we incorporate here by reference. For example, turbidity monitoring will occur at a reference point upstream of the project site, and at the point of compliance (POC) 200 feet downstream of the project. Turbidity measurements at the POC will not exceed 5 Nephelometric Turbidity Units (NTU) compared to the reference point. In addition, the Town will incorporate existing salmonid interpretive signs into the trail, and plans to work with the Methow Salmon Recovery Foundation, Methow Arts, and the Shafer Museum to use the RiverWalk to educate users about local natural and human history. As mentioned above, in-water work (e.g., installation of work isolation structures, minor grading and fill, and scour protection replacement) will take place July 1–August 15.

"Interrelated actions" are those that are part of a larger action and depend on the larger action for their justification. "Interdependent actions" are those that have no independent utility apart from the action under consideration (50 CFR 402.02). We are not aware of any interrelated or interdependent actions associated with the proposed action.

2. ENDANGERED SPECIES ACT: BIOLOGICAL OPINION AND INCIDENTAL TAKE STATEMENT

The ESA establishes a national program for conserving threatened and endangered (T&E) species of fish, wildlife, plants, and the habitat upon which they depend. As required by section 7(a)(2) of the ESA, each federal agency must ensure that its actions are not likely to jeopardize the continued existence of T&E species, or adversely modify or destroy their designated critical habitat. Per the requirements of the ESA, federal action agencies consult with NMFS, and section 7(b)(3) requires that, at the conclusion of consultation, NMFS provides an opinion stating how the agency's actions would affect listed species and their critical habitats. If incidental take is reasonably certain to occur, section 7(b)(4) requires NMFS to provide an ITS that specifies the impact of any incidental taking and includes non-discretionary reasonable and prudent measures (RPMs) and terms and conditions to minimize such impacts.

2.1 Analytical Approach

This opinion includes both a jeopardy analysis and an adverse modification analysis. The jeopardy analysis relies upon the regulatory definition of "to jeopardize the continued existence of" a listed species, which is "to engage in an action that would be expected, directly or indirectly, to reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing the reproduction, numbers, or distribution of that species" (50 CFR 402.02). Therefore, the jeopardy analysis considers both survival and recovery of the species.

This opinion relies on the definition of "destruction or adverse modification," which "means a direct or indirect alteration that appreciably diminishes the value of critical habitat for the conservation of a listed species. Such alterations may include, but are not limited to, those that alter the physical or biological features (PBFs) essential to the conservation of a species or that preclude or significantly delay development of such features" (81 FR 7214).

The designation of critical habitat for many salmon and steelhead species uses the term primary constituent element (PCE) or essential features. The new critical habitat regulations (81 FR 7414) replace this term with PBF. The shift in terminology does not change the approach used in conducting a "destruction or adverse modification" analysis, which is the same regardless of whether the original designation identified PCEs, PBFs, or essential features. In this opinion, we use the term PBF to mean PCE or essential feature, as appropriate for the specific critical habitat.

We use the following approach to determine whether a proposed action is likely to jeopardize listed species or destroy or adversely modify critical habitat:

- Identify the rangewide status of the species and critical habitat expected to be adversely affected by the proposed action.
- Describe the environmental baseline in the action area.
- Analyze the effects of the proposed action on both species and their habitat using an "exposure-response-risk" approach.
- Describe any cumulative effects in the action area.
- Integrate and synthesize the above factors by: (1) reviewing the status of the species and critical habitat; and (2) adding the effects of the action, the environmental baseline, and cumulative effects to assess the risk that the proposed action poses to species and critical habitat.
- Reach a conclusion about whether species are jeopardized or critical habitat is adversely modified.
- Suggest a reasonable and prudent alternative to the proposed action, if necessary.

2.2 Rangewide Status of the Species and Critical Habitat

This opinion examines the status of each species that would be adversely affected by the proposed action. The status is determined by the level of extinction risk that the listed species face, based on parameters considered in documents such as recovery plans, status reviews, and listing decisions. This informs the description of the species' likelihood of both survival and recovery. The species status section also helps to inform the description of the species' current

"reproduction, numbers, or distribution" as described in 50 CFR 402.02. The opinion also examines the condition of critical habitat throughout the designated area, evaluates the conservation value of the various watersheds that make up the designated area, and discusses the current function of the essential PBFs that help to form that conservation value.

One factor affecting the status of ESA-listed species considered in this opinion, and aquatic habitat at large, is climate change. Climate change is likely to play an increasingly important role in determining the abundance and distribution of ESA-listed species, and the conservation value of designated critical habitats, in the Pacific Northwest. These changes will not be spatially homogeneous across the Pacific Northwest. The largest hydrologic responses are expected to occur in basins with significant snow accumulation, where warming decreases snow pack, increases winter flows, and advances the timing of spring melt (Mote et al. 2016; Mote et al. 2014). Rain-dominated watersheds, and those with significant contributions from groundwater may be less sensitive to predicted changes in climate (Mote et al. 2014; Tague et al. 2013).

During the last century, average regional air temperatures in the Pacific Northwest increased by 1–1.4°F as an annual average, and up to 2°F in some seasons, based on average linear increase per decade (Abatzoglou et al. 2014; Kunkel et al. 2013). Recent temperatures in all but 2 years since 1998 ranked above the 20th century average (Mote et al. 2013). Warming is likely to continue during the next century as average temperatures are projected to increase another 3–10°F, with the largest increases predicted to occur in the summer (Mote et al. 2014).

Decreases in summer precipitation of as much as 30 percent by the end of the century are consistently predicted across climate models (Mote et al. 2014). Precipitation is more likely to occur during October through March, less during summer months, and more winter precipitation will be rain than snow (ISAB 2007; Mote et al. 2014). Earlier snowmelt will cause lower stream flows in late spring, summer, and fall, and water temperatures will be warmer (ISAB 2007; Mote et al. 2014). Models consistently predict increases in the frequency of severe winter precipitation events (i.e., 20-year and 50-year events), in the western United States (Dominguez et al. 2012). The largest increases in winter flood frequency and magnitude are predicted in mixed rain-snow watersheds (Mote et al. 2014).

The combined effects of increasing air temperatures and decreasing spring-through-fall flows are expected to cause increasing stream temperatures; in 2015 this resulted in 3.5 to 5.3°C increases in Columbia basin streams and a peak temperature of 26°C in the Willamette (NWFSC 2015). Overall, about one-third of the current cold-water salmonid habitat in the Pacific Northwest is likely to exceed key water temperature thresholds by the end of this century (Mantua et al. 2009).

Higher temperatures will reduce the quality of available salmonid habitat for most freshwater life stages (ISAB 2007). Reduced flows will make it more difficult for migrating fish to pass physical and thermal obstructions, limiting their access to available habitat (Isaak et al. 2012; Mantua et al. 2010). Temperature increases shift timing of key life cycle events for salmonids and species forming the base of their aquatic foodwebs (Crozier et al. 2011; Tillmann and Siemann 2011; Winder and Schindler 2004). Higher stream temperatures will also cause decreases in dissolved oxygen and may also cause earlier onset of stratification and reduced mixing between layers in lakes and reservoirs, which can also result in reduced oxygen (Meyer et

al. 1999; Raymondi et al. 2013; Winder and Schindler 2004). Higher temperatures are likely to cause several species to become more susceptible to parasites, disease, and higher predation rates (Crozier et al. 2008; Raymondi et al. 2013; Wainwright and Weitkamp 2013).

As more basins become rain-dominated and prone to more severe winter storms, higher winter stream flows may increase the risk that winter or spring floods in sensitive watersheds will damage spawning redds and wash away incubating eggs (Goode et al. 2013). Earlier peak stream flows will also alter migration timing for salmon smolts, and may flush some young salmon and steelhead from rivers to estuaries before they are physically mature, increasing stress and reducing smolt survival (Lawson et al. 2004; McMahon and Hartman 1989).

In addition to changes in freshwater conditions, predicted changes for coastal waters in the Pacific Northwest as a result of climate change include increasing surface water temperature, increasing but highly variable acidity, and increasing storm frequency and magnitude (Mote et al. 2014). Elevated ocean temperatures already documented for the Pacific Northwest are highly likely to continue during the next century, with sea surface temperature projected to increase by 1.0 to 3.7°C by the end of the century (IPCC 2014). Habitat loss, shifts in species' ranges and abundances, and altered marine food webs could have substantial consequences to anadromous, coastal, and marine species in the Pacific Northwest (Reeder et al. 2013; Tillmann and Siemann 2011).

Moreover, as atmospheric carbon emissions increase, increasing levels of carbon are absorbed by the oceans, changing the pH of the water. A 38- to 109-percent increase in acidity is projected by the end of this century in all but the most stringent CO_2 mitigation scenarios, and is essentially irreversible over a time scale of centuries (IPCC 2014). Regional factors appear to be amplifying acidification in Northwest ocean waters, which is occurring earlier and more acutely than in other regions and is already impacting important local marine species (Barton et al. 2012; Feely et al. 2012). Acidification also affects sensitive estuary habitats, where organic matter and nutrient inputs further reduce pH and produce conditions more corrosive than those in offshore waters (Feely et al. 2012; Sunda and Cai 2012).

Global sea levels are expected to continue rising throughout this century, reaching likely predicted increases of 10 to 32 inches by 2081–2100 (IPCC 2014). These changes will likely result in increased erosion and more frequent and severe coastal flooding, and shifts in the composition of nearshore habitats (Reeder et al. 2013; Tillmann and Siemann 2011). Estuarine-dependent salmonids such as chum and Chinook salmon are predicted to be impacted by significant reductions in rearing habitat in some Pacific Northwest coastal areas (Glick et al. 2007). Historically, warm periods in the coastal Pacific Ocean have coincided with relatively low abundances of salmon and steelhead, while cooler ocean periods have coincided with relatively high abundances, and therefore these species are predicted to fare poorly in warming ocean conditions (Scheuerell and Williams 2005; Zabel et al. 2006). This is supported by the recent observation that anomalously warm sea surface temperatures off the coast of Washington from 2013 to 2016 resulted in poor coho and Chinook salmon body condition for juveniles caught in those waters (NWFSC 2015). Changes to estuarine and coastal conditions, as well as the timing of seasonal shifts in these habitats, have the potential to impact a wide range of listed aquatic species (Reeder et al. 2013; Tillmann and Siemann 2011).

The adaptive ability of these T&E species is depressed, due to reductions in population size, habitat quantity and diversity, and loss of behavioral and genetic variation. Without these natural sources of resilience, systematic changes in local and regional climatic conditions due to anthropogenic global climate change will likely reduce long-term viability and sustainability of populations in many of these evolutionarily significant units (ESUs) (NWFSC 2015). New stressors generated by climate change, or existing stressors with effects that have been amplified by climate change, may also have synergistic impacts on species and ecosystems (Doney et al. 2012). These conditions will possibly intensify the climate change stressors inhibiting recovery of ESA-listed species in the future.

2.2.1 Status of the Species

For Pacific salmon, steelhead, and certain other species, we commonly use the four "viable salmonid population" (VSP) criteria (McElhany et al. 2000) to assess the viability of the populations that, together, constitute the species. These four criteria (spatial structure, diversity, abundance, and productivity) encompass the species' "reproduction, numbers, or distribution" as described in 50 CFR 402.02. When these parameters are collectively at appropriate levels, they maintain a population's capacity to adapt to various environmental conditions and allow it to sustain itself in the natural environment.

"Spatial structure" refers both to the spatial distributions of individuals in the population and the processes that generate that distribution. A population's spatial structure depends on habitat quality and spatial configuration, and the dynamics and dispersal characteristics of individuals in the population.

"Diversity" refers to the distribution of traits within and among populations. These range in scale from DNA sequence variation in single genes to complex life history traits (McElhany et al. 2000) .

"Abundance" generally refers to the number of naturally-produced adults (i.e., the progeny of naturally-spawning parents) in the natural environment (e.g., on spawning grounds).

"Productivity," as applied to viability factors, refers to the entire life cycle (i.e., the number of naturally-spawning adults produced per parent). When progeny replace or exceed the number of parents, a population is stable or increasing. When progeny fail to replace the number of parents, the population is declining. McElhany et al. (2000) use the terms "population growth rate" and "productivity" interchangeably when referring to production over the entire life cycle. They also refer to "trend in abundance," which is the manifestation of long-term population growth rate.

For species with multiple populations, once the biological status of a species' populations has been determined, we assess the status of the entire species using criteria for groups of populations, as described in recovery plans and guidance documents from technical recovery teams. Considerations for species viability include having multiple populations that are viable, ensuring that populations with unique life histories and phenotypes are viable, and that some viable populations are both widespread to avoid concurrent extinctions from mass catastrophes and spatially close to allow functioning as metapopulations (McElhany et al. 2000) .

The summaries that follow describe the status of the two ESA-listed species, and their designated critical habitats, that are considered in this opinion. More detailed information on the status and trends of these listed resources, and their biology and ecology, are in the listing regulations and critical habitat designations published in the Federal Register (FR) (Table 1), as well as applicable recovery plans and 5-year status reports. These additional documents are incorporated by reference.

Table 1. Listing status, status of critical habitat designations and protective regulations, and relevant Federal Register (FR) decision notices for ESA-listed species considered in this opinion. Listing status: "T" means listed as threatened; "E" means listed as endangered; "P" means proposed for listing or designation.

Species	Listing Status	Critical Habitat	Protective Regulations
Chinook salmon *(Oncorhynchus tshawytscha)*			
Upper Columbia River spring-run	E 6/28/05; 70 FR 37160	9/02/05; 70 FR 52630	ESA section 9 applies
Steelhead (*O. mykiss*)			
Upper Columbia River	T 1/5/06; 71 FR 834	9/02/05; 70 FR 52630	2/1/06; 71 FR 5178

Status of Upper Columbia River Spring-run Chinook Salmon

On March 24, 1999, NMFS listed UCR spring-run Chinook salmon as an endangered species (64 FR 14308) and their endangered status was reaffirmed on June 28, 2005 (70 FR 37160), August 15, 2011, after a 5-year status review (76 FR 50448), and again on May 26, 2016, after a 5-year status review (81 FR 33468). The ESU includes all naturally-spawned populations of Chinook salmon in all river reaches accessible to Chinook salmon in Columbia River tributaries upstream of Rock Island Dam and downstream of Chief Joseph Dam, excluding the Okanogan River (64 FR 14208). Three populations of UCR spring-run Chinook salmon are included in this ESU: the Wenatchee, Entiat, and Methow. Six artificial propagation programs are included in this ESU: Twisp River, Chewuch River, Methow Composite, Winthrop National Fish Hatchery (NFH), Chiwawa River, and White River spring-run Chinook hatchery programs.

UCR spring-run Chinook salmon exhibit stream-type life history strategies. Adults begin returning from the ocean in the early spring, with the run into the Columbia River peaking in mid-May. They then enter UCR tributaries from April through July, where they hold until spawning occurs in the late summer, peaking in mid to late August. Juvenile spring-run Chinook salmon spend a year in freshwater before migrating to the ocean. Most UCR spring-run Chinook salmon return as adults after 2 or 3 years in the ocean.

In the Chewuch River, UCR spring-run Chinook salmon spawn from about August 1 through mid-September. Spawning starts earlier in the season farther upstream, and generally gets progressively later moving downstream. In the vicinity of the proposed project, spawning begins in late August, though there is little spawning in the vicinity of Winthrop in the Chewuch River (Charlie Snow, WDFW, personal communication, March 27, 2019). On average, the Chewuch River accounts for 26 percent of UCR spring Chinook salmon redds in the Methow Basin (calculated from data in Snow et al. 2018). One UCR spring-run Chinook salmon redd has been

documented about 300 feet upstream of the action area since 2003, but all other redds occurred farther upstream[1].

Abundance and Productivity. Both abundance and productivity characteristics remain at "high" risk for each of the three populations in this ESU (Table 2). The most recent 10-year (2005 to 2014) geometric mean abundance of adult natural origin spawners has increased for each population, relative to the levels for the 1999 to 2008 series, but the estimates remain well below the minimum abundance targets for recovery. Estimated productivity (returns-per-spawner) was on average about the same in the current period and the previous period. This indicates that UCR spring-run Chinook salmon populations are not replacing themselves. Increases in natural origin abundance relative to the extremely low spawning levels observed in the mid-1990s are encouraging; however, average productivity levels remain extremely low. Possible contributing factors include density dependent effects, differences in spawning distribution relative to habitat quality, and reduced fitness of hatchery-origin spawners. Overall, the combinations of current abundance and productivity for each population result in a "high" risk rating.

Table 2. Summary of the Upper Columbia River spring-run Chinook salmon population status and Interior Columbia Basin Technical Recovery Team viability criteria.

	Abundance and Productivity Metrics				Spatial Structure and Diversity Metrics			Rating
Population	Abundance Threshold	Natural Spawning Abundance 2005–2014	Productivity (returns-per-spawner) 2005–2014	Integrated Abundance/ Productivity Risk	Natural Process Risk	Diversity Risk	Integrated Spatial Structure/ Diversity Risk	Overall Viability Rating
Wenatchee	2000	545	0.60	High	Low	High	High	High Risk
Methow	2000	379	0.46	High	Low	High	High	High Risk
Entiat	500	166	0.94	High	Moderate	High	High	High Risk

Spatial Structure and Diversity. The integrated spatial structure and diversity risk ratings for all three populations in this ESU are at "high" risk. The spatial processes component is "low" for the Wenatchee River and Methow River populations and "moderate" for the Entiat River (loss of production in the lower section increases effective distance to other populations). All three of the populations in this ESU are at "high" risk for diversity, driven primarily by chronically high proportions of hatchery-origin spawners of 26 to 76 percent (Table 3) in natural spawning areas and lack of genetic diversity among the natural-origin spawners (Ford 2011; NMFS 2014; NWFSC 2015). This effect is particularly high in the Wenatchee and Methow populations with hatchery spawners composing 66 percent and 76 percent respectively (NMFS 2014). The high proportion of hatchery spawners reflects the large increase in releases from the directed supplementation programs in those two drainages. The hatchery supplementation program in the

[1] Spring Chinook salmon redd survey data on the Upper Columbia Salmon Recovery Board website (http://data-ucsrb.opendata.arcgis.com/datasets/a7ff7b76b3c140a1a57b3d8938c858c7_1?geometry=-120.375%2C48.439%2C-119.722%2C48.518), accessed April 11, 2019.

Entiat was discontinued in 2007 and hatchery fish on the spawning grounds in the Entiat have declined in recent years.

Table 3. Estimate of hatchery origin spawning escapement for Upper Columbia River spring-run Chinook salmon populations.

Population	Percent Hatchery Origin (5-year average)		
	2000 to 2004	2005 to 2009	2010 to 2014
Wenatchee	46	76	65
Entiat	44	53	26
Methow	84	73	76

The UCR spring-run Chinook salmon ESU is not currently meeting the viability criteria (adapted from the Interior Columbia Basin Technical Recovery Team (ICTRT)) in the Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan and remains at a high risk of extinction (Ford 2011; NMFS 2011a; NWFSC 2015), see Table 4.

Table 4. Matrix used to assess the status of Upper Columbia River spring-run Chinook salmon populations across Viable Salmonid Population parameters or attributes.

Risk Rating for Abundance/Productivity	Risk Rating for Spatial Diversity			
	Very Low	Low	Moderate	High
Very Low (<1%)	Highly Viable	Highly Viable	Viable	Maintained
Low (1–5%)	Viable	Viable	Viable	Maintained
Moderate (6–25%)	Maintained	Maintained	Maintained	High Risk
High (>25%)	High Risk	High Risk	High Risk	High Risk *Wenatchee Entiat Methow*

Upper Columbia River Steelhead

The UCR steelhead Distinct Population Segment (DPS) was listed as endangered on August 18, 1997 (62 FR 43937), and their status was upgraded to threatened on January 5, 2006 (71 FR 834). The threatened status was affirmed on August 15, 2011, after a 5-year status review (76 FR 50448) and again on May 26, 2016, after a 5-year status review (81 FR 33468). The UCR steelhead DPS includes all naturally-spawned populations of steelhead in streams in the Columbia River Basin upstream from the Yakima River, Washington, to the United States–Canada border (62 FR 43937). There are four populations of UCR steelhead included in this DPS: the Wenatchee, Entiat, Methow, and Okanogan. Six artificial propagation programs are considered part of the DPS: the Wenatchee River, Wells Hatchery in the Methow and Okanogan rivers, Winthrop NFH, Omak Creek, and the Ringold steelhead hatchery programs.

The life-history pattern of steelhead in the Upper Columbia is complex (Peven et al. 1994). Adults return to the Columbia River in the late summer and early fall. Unlike spring-run Chinook salmon, most steelhead do not move up quickly to tributary spawning streams. A portion of the

returning run overwinters in the mainstem reservoirs, passing over the UCR dams in April and May of the following year. Spawning occurs in the late spring. Juvenile steelhead generally spend 1 to 3 years rearing in freshwater before migrating to the ocean, but have been documented spending up to 7 years in freshwater before migrating. Most adult steelhead return to the Upper Columbia after 1 or 2 years at sea.

In the Methow Basin, the majority of juvenile steelhead emigrate at age 2, but age-1, -3, and -4 emigrants are also caught in smolt traps (Snow et al. 2018). In 2017, there were an estimated 533 steelhead redds in the Methow Basin, with 111 of these (21 percent) in the Chewuch River. One steelhead redd has been documented within the action area since 2005, but all other redds occurred farther upstream[2].

Abundance and Productivity. Both abundance and productivity characteristics remain at "high" risk for three of the four populations in this DPS (Table 5). Although, UCR steelhead populations have increased in natural origin abundance in recent years, productivity levels remain low, except for the Wenatchee population. The proportions of hatchery origin returns in natural spawning areas remain extremely high across the DPS, especially in the Methow and Okanogan river populations, 76 percent and 87 percent respectively (NMFS 2014; NWFSC 2015). The modest improvements in natural returns in recent years are primarily the result of several years of relatively good survival in the ocean and tributary habitats.

Table 5. Summary of the Upper Columbia River steelhead population status and Interior Columbia Basin Technical Recovery Team viability criteria.

	Abundance and Productivity Metrics				Spatial Structure and Diversity Metrics			Rating
Population	Minimum Abundance Target	Natural Spawning Abundance 2005–2014	Productivity (returns-per-spawner) 2005–2014	Integrated Abundance/ Productivity Risk	Natural Process Risk	Diversity Risk	Integrated Spatial Structure/ Diversity Risk	Overall Viability Rating
Wenatchee	1000	1,025	1.207	Low	Low	High	High	Maintained
Methow	1000	651	0.371	High	Low	High	High	High Risk
Entiat	500	146	0.434	High	Moderate	High	High	High Risk
Okanogan	500	189	0.154	High	High	High	High	High Risk

Spatial Structure and Diversity. The integrated spatial structure and diversity risk ratings for all four populations of UCR steelhead are at "high" risk. These ratings are largely driven by chronic high levels of hatchery spawners of 42 to 87 percent (Table 6) within natural spawning areas and lack of genetic diversity among the populations. The relative effectiveness of hatchery origin spawners and the long-term impact on productivity of high levels of hatchery contribution to natural spawning are key uncertainties for these populations (Ford 2011; NMFS 2014; NWFSC 2015).

[2] Steelhead redd survey data on the Upper Columbia Salmon Recovery Board website (http://data-ucsrb.opendata.arcgis.com/datasets/34aeea1bee6f47fdaf7d932bc70c1f27_4?geometry=-126.625%2C47.301%2C-113.617%2C49.844), accessed April 11, 2019.

Table 6. Estimate of hatchery origin spawning escapement for UCR steelhead populations.

Population	Percent Hatchery Origin (5-year average)		
	2000 to 2004	2005 to 2009	2010 to 2014
Wenatchee	66	62	42
Entiat	76	76	69
Methow	89	85	76
Okanogan	94	91	87

The UCR steelhead DPS is not currently meeting the viability criteria (adapted from the ICTRT) of the Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan. Overall, the viability of the UCR steelhead DPS has likely improved somewhat since the last status review, but the DPS is still in a condition that, but for continued hatchery supplementation, places it at "high" risk of extinction (Ford 2011; NWFSC 2015) in the next 100 years (Table 7).

Table 7. Matrix used to assess the status of Upper Columbia River steelhead populations across Viable Salmonid Population parameters or attributes.

Risk Rating for Abundance/Productivity	Risk Rating for Spatial Diversity			
	Very Low	Low	Moderate	High
Very Low (<1%)	High Viable	Highly Viable	Viable	Maintained
Low (1–5%)	Viable	Viable	Viable	Maintained *Wenatchee*
Moderate (6–25%)	Maintained	Maintained	Maintained	High Risk
High (>25%)	High Risk	High Risk	High Risk	High Risk *Entiat Methow Okanogan*

Limiting factors for both UCR species. UCR spring-run Chinook salmon ESU and UCR steelhead DPS, continue to experience many problems that limit their productivity, and hence the ability to recover to a non-threatened level. The most significant factors limiting productivity of these species include: (1) mainstem Columbia River hydropower adverse effects (i.e., modified hydrograph, increase in lentic conditions/decrease in riverine conditions—passage barriers, stream temperature, dissolved oxygen problems, and invasive species); (2) riparian degradation and large wood recruitment; (3) altered floodplain connectivity and function; (4) altered channel structure and complexity; (5) reduced streamflow; (6) hatchery-related adverse effects; and (7) predation and competition (NMFS 2011b).

Recovery Plan. In 2007, NMFS adopted a recovery plan for UCR spring-run Chinook salmon and UCR steelhead that was developed by the Upper Columbia Salmon Recovery Board (UCSRB). The Upper Columbia Salmon Recovery Plan's overall goal is "to achieve recovery and delisting of spring Chinook salmon and steelhead by ensuring the long-term persistence and viable populations of naturally-produced fish distributed across their native range." The recovery plan outlined specific recovery actions that were intended to reduce threats associated with land and water management activities in the Upper Columbia Basin. These actions were to address

primary threats associated with population abundance, productivity, spatial structure, and diversity. In addition, the Upper Columbia Regional Technical Team (RTT) further refined and expanded on these actions in their 2017 Biological Strategy (Upper Columbia Regional Technical Team 2017). They identified priority assessment units, with the lower Chewuch River ranking 4th out of 14 in the Methow Subbasin. One of the top ecological concerns within the lower Chewuch River assessment unit is riparian condition, including large wood recruitment, which the proposed action could affect. The RTT's habitat action recommendations include installing large wood and engineered log jams in geomorphically appropriate locations to provide short-term habitat benefits and intermediate-term channel form and function benefits, and improving LWM recruitment by allowing regeneration and stopping removal so that wood can recruit naturally.

Summary. Although the abundance of both spring-run Chinook salmon and steelhead in the Upper Columbia has increased, the improvement has been minor, and only one of the populations (UCR steelhead, Wenatchee) meet any of the recovery criteria established in their respective recovery plans. In addition, all but one population for both species remain at high risk in their overall viability rating and risk of extinction (NMFS 2011a; NWFSC 2015).

2.2.2 Status of Critical Habitat

This section examines the status of designated critical habitat affected by the proposed action by examining the condition and trends of PBFs throughout the designated areas. These features are essential to the conservation of the listed species because they support one or more of the species' life stages (e.g., sites with conditions that support spawning, rearing, migration and foraging).

For salmon and steelhead, NMFS ranked watersheds within designated critical habitat at the scale of the fifth-field hydrologic unit code (HUC_5) in terms of the conservation value they provide to the listed species they support. The conservation rankings are high, medium, or low. To determine the conservation value of each watershed to species viability, NMFS' critical habitat analytical review teams evaluated:

1) The quantity and quality of habitat features (e.g., spawning gravels, wood and water condition, side channels).
2) The relationship of the area compared to other areas within the species' range.
3) The significance of the population occupying that area to the species' viability criteria.

Thus, even a location that has poor quality habitat could be ranked as a high conservation value, if it were essential due to factors such as limited availability (e.g., one of a very few spawning areas), a unique contribution of the population it served (e.g., a population at the extreme end of geographic distribution), or the fact that it serves another important role (e.g., obligate area for migration to upstream spawning areas).

Table 8 describes the PBFs of the habitat types within the full range of habitat designated as critical for the listed salmonid species. Range-wide, all habitat types are impaired to some degree, even though many of the watersheds comprising the fully-designated area are ranked as

providing high conservation value. The proposed action, however, affects only freshwater habitats.

Table 8. Physical and biological features of critical habitats designated for ESA-listed salmon and steelhead species considered in this opinion.

Physical and Biological Features		Species Life history Event
Site Type	**Site Attribute**	
Freshwater spawning	Substrate Water quality Water quantity	Adult spawning Embryo incubation Alevin growth and development
Freshwater rearing	Floodplain connectivity Forage Natural cover Water quality Water quantity	Fry emergence from gravel Fry/parr/smolt growth and development
Freshwater migration	Free of artificial obstruction Natural cover Water quality Water quantity	Adult sexual maturation Adult upstream migration and holding Kelt (steelhead) seaward migration Fry/parr/smolt growth, development, and seaward migration
Estuarine areas	Forage Free of artificial obstruction Natural cover Salinity Water quality Water quantity	Adult sexual maturation and "reverse smoltification" Adult upstream migration and holding Kelt (steelhead) seaward migration Fry/parr/smolt growth, development, and seaward migration
Nearshore marine areas	Forage Free of artificial obstruction Natural cover Water quantity Water quality	Adult growth and sexual maturation Adult spawning migration Nearshore juvenile rearing
Offshore marine areas	Forage Water quality	Adult growth and sexual maturation Adult spawning migration Subadult rearing

The PBFs of freshwater spawning and incubation sites include water flow, quality and temperature conditions, and suitable substrate for spawning and incubation, as well as migratory access for adults and juveniles (Table 8). These features are essential to conservation, because without them the species cannot successfully spawn and produce offspring.

The PBFs of freshwater migration corridors associated with spawning and incubation sites include water flow, quality and temperature conditions supporting larval and adult mobility, abundant prey items supporting larval feeding after yolk sac depletion, and free passage (no obstructions) for adults and juveniles. These features are essential to conservation because they allow adult fish to swim upstream to reach spawning areas and they allow larval fish to proceed downstream and reach the ocean.

Interior Columbia Recovery Domain

Habitat quality in tributary streams in the Interior Columbia Recovery Domain range from excellent in wilderness and roadless areas to poor in areas subject to heavy agricultural and urban

development (NMFS 2009; Wissmar et al. 1994). Critical habitat throughout much of the Interior Columbia Recovery Domain has been degraded by intense agriculture, alteration of stream morphology (i.e., channel modifications and diking), riparian vegetation disturbance, wetland draining and conversion, livestock grazing, dredging, road construction and maintenance, logging, mining, and urbanization. Reduced summer stream flows, impaired water quality, and reduction of habitat complexity are common problems for critical habitat in developed areas.

Many stream reaches designated as critical habitat in the Interior Columbia Recovery Domain are over-allocated. Withdrawal of water, particularly during low-flow periods that commonly overlap with agricultural withdrawals, often increase summer stream temperatures, block fish migration, strand fish, and alter sediment transport (Spence et al. 1996). Reduced tributary stream flow has been identified as a major limiting factor for all listed salmon and steelhead species in this area (NMFS 2007; NMFS 2011c).

Despite these degraded habitat conditions, the hydrologic unit codes (HUCs) that have been identified as critical habitat for these species are largely ranked as having high conservation value. Conservation value reflects several factors, including: (1) how important the area is for various life history stages, (2) how necessary the area is to access other vital areas of habitat, and (3) the relative importance of the populations the area supports relative to the overall viability of the ESU or DPS. The Chewuch River is ranked as having high conservation value.

2.3 Action Area

"Action area" means all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action (50 CFR 402.02). The action area will extend for a 200-foot radius waterward of the cofferdam, to account for increased suspended sediment concentrations generated during in-water activities in the Chewvch River.

2.4 Environmental Baseline

The "environmental baseline" includes the past and present impacts of all federal, state, or private actions and other human activities in the action area, the anticipated impacts of all proposed federal projects in the action area that have already undergone formal or early section 7 consultation, and the impact of state or private actions which are contemporaneous with the consultation in process (50 CFR 402.02).

The Chewuch River is a tributary to the Methow River. The Chewuch River headwaters begin near the United States–Canada border between Apex Mountain and Remmel Mountain. The river flows south for approximately 45 miles, converging with Methow River at the Town. The Chewuch River basin is approximately 525 square miles (Kimbrough et al. 2006). Impacts to habitat conditions are the result of water withdrawals for agriculture, fish blocking barriers such as culverts, and U.S. Forest Service roads.

Within the project area, the river is approximately 70 feet wide and 4 feet deep at bankfull. Trees and woody shrubs are sparse along its edge. Bank slope vegetation generally consists of upland shrubs, dominated by dogwood (*Cornus sericea*), Woods' rose (*Rosa woodsii*), ponderosa pine (*Pinus ponderosa*), reed canary grass (*Phalaris arundinacea*), willows (*Salix sp.*), scouring rush

(*Equisetum hyemale*), black locust (*Robinia pseudoacacia*), English hawthorn (*Crataegus monogyna*) and cottonwood (*Populus baslamifera*). Other plant species include burdock (*Arctium lappa*), poison ivy (*Toxicodendron radicans*), Oregon grape (*Mahonia nervosa*), water birch (*Betula nigra*), and Virginia cherry (*Prunus virginiana*).

Instream habitat is impaired due to the highway bridge crossing and urban setting. Substrates are a mix of riprap, boulders and cobbles, with fines along the banks. The flow regime and velocity appears to limit deposition of fine sediments. In the action area, the Chewuch River has pool habitat, but no woody debris. There is riprap bank hardening, and floodplain connectivity is lacking due to the commercially developed land and roadways surrounding the site.

2.5. Effects of the Action

Under the ESA, "effects of the action" means the direct and indirect effects of an action on the species or critical habitat, together with the effects of other activities that are interrelated or interdependent with that action, that will be added to the environmental baseline (50 CFR 402.02). Indirect effects are those that are caused by the proposed action and are later in time, but still are reasonably certain to occur.

2.5.1 Effects to Species

ESA Species Presence in the Action Area

Upper Columbia River spring-run Chinook salmon and UCR steelhead use the Chewuch River, including the action area, for rearing, and as a migration corridor, and occasionally for spawning. Juvenile steelhead and spring-run Chinook salmon rear year-round in the river, so could be present during construction. Adult spring-run Chinook salmon spawn from early August through mid-September in the Chewuch River, so adults or redds could be present during the July 1–August 15 in-water work window. Steelhead adults likely do not enter the Chewuch River until spring, and leave by the end of June or early July. Thus, adult steelhead are unlikely to be in the action area during in-water work.

Salmonids in the action area could be affected directly by construction activities, including work area isolation and fish salvage, and by exposure to increased suspended sediment concentrations. Indirectly, juvenile salmonids could experience reduced forage availability.

Work Area Isolation and Fish Salvage

Adult Chinook salmon migrating through the action area to upstream spawning areas during construction will be able to avoid construction activity. Juvenile spring-run Chinook salmon and steelhead rear in the action area and are thus vulnerable. Work area isolation and fish salvage protocols (i.e., WSDOT Fish Exclusion Protocols and Standards) will help minimize effects. Some juveniles will likely be disturbed and leave the area during isolation barrier placement, while some will leave as the water starts to lower during the isolation process. Some of the fish remaining will be handled during salvage (rescue) efforts, while some will remain trapped in the isolated (dewatered) section of the action area.

We used data for the Chewuch River, if available, or for the Methow Basin to estimate the number of summer parr that will occur in the action area during in-water construction activities. Martens et al. (2014) estimated that 15,494 age-1 (smolt) spring-run Chinook salmon and 44,019 sub-yearling spring-run Chinook salmon emigrated from the Chewuch River from March through November in 2013. Based on Figure 14 of Martens et al. (2014), we estimated that half (22, 010) of the sub-yearlings emigrated from August through November. To estimate the number of parr present in the Chewuch River in summer, we back-calculated based on the number of spring emigrants plus the number of fall emigrants. We divided the spring emigrant estimate by an overwinter survival rate of 0.25 (Snow et al. 2018), and divided that number by an assumed survival rate of 0.75 for August through November (i.e. 15,494/0.25=82,634; 82,634/0.75=111,981). We divided the fall emigrant estimate by the assumed survival rate of 0.75 for August through November (i.e. 22,010/0.75=29,346). Adding these two estimates gives a total of 111,981 summer parr in the Chewuch River. We divided this number by 178,478, the length of river in feet surveyed for spring-run Chinook salmon redds by Snow et al. (2018), to estimate the number of spring-run Chinook salmon per foot of stream, which was 0.63 parr per foot.

Based on the Town's design plans, we estimate the project will extend along 208 feet of stream, but only about one-half of the channel width will be isolated and dewatered. Multiplying 208 feet by 0.63 parr per foot gave an estimate of 131 spring-run Chinook salmon parr in the project reach. However, we assumed parr are evenly distributed across the channel width, so multiplied this total by 0.5 (to account for only one-half of the channel width being isolated) for an estimate of 65 spring-run Chinook salmon parr in the project footprint that will be dewatered. As a worst-case scenario, we assume that these fish will all be injured or killed (e.g., they will lack access to flowing water, will be injured by equipment or suspended sediments, or will be more susceptible to predation by being displaced from the isolation area), even though the Town will try to rescue these remaining fish. Using a parr-to-smolt survival rate of 0.25, and a smolt-to-adult return rate of 0.0063 (Snow et al. 2018), these 65 spring-run Chinook salmon parr would be 0.10 adult equivalents.

To estimate the number of steelhead parr in the proposed project reach, we used WDFW electrofishing data from the Chewuch River collected in 2016 (Charlie Snow, WDFW, personal communication, March 28, 2019). In their sampling from the Chewuch River confluence with the Methow River, upstream to Chewuch Falls, the WDFW caught 3.14 juvenile steelhead for every juvenile Chinook salmon. We assumed this was a fair representation of the true ratio of these two species in the stream. Therefore, based on our estimate of 65 Chinook salmon parr in the dewatered footprint, we estimate there will be 205 steelhead parr in the dewatered footprint. Using a parr-to-smolt survival rate of 0.258, and a smolt-to-adult return rate of 0.0099 (Snow et al. 2018), these 205 steelhead parr would be 0.52 adult equivalents.

Spawning spring-run Chinook salmon or their redds could also be affected by work area isolation. Though Chinook salmon rarely spawn in this lower section of the Chewuch River, we err on the side of caution and do not rule out the possibility, because one redd has been documented within about 300 feet (but upstream) of the action area. If all in-water work is completed by the end of July, it is highly unlikely that any redds will be affected, because spring-run Chinook salmon spawn in the Chewuch River from about August 1 through mid-September.

Also, spawning is uncommon in the lower reach of the river, and doesn't begin there until late August. If in-water work extends into August, a biologist will survey every day for adult Chinook salmon or their redds, and if present, the Town will ensure the fish or redds are not disturbed. Therefore, effects to adult Chinook salmon or their redds are highly unlikely.

Suspended Sediments

The in-water activities are likely to increase suspended sediment concentrations. Increased suspended sediment concentrations can be so great as to cause lethal, sub-lethal, and behavioral effects in juvenile and adult salmonids (Newcombe and Jensen 1996). Several parameters may be considered when evaluating the effects of increased suspended sediment on salmonids including the level of increase, along with the duration, timing, and frequency of that increase (Bash et al. 2001).

Placement of the pea gravel-filled bags to create the isolation barrier will generate some suspended sediments. However, there will not be any excavation during this time, so the amount of substrate that will be disturbed will be minimal. Also, this disturbance will not be continuous, and the suspended sediment will be quickly diluted by the current. Once the isolation barrier is in place, most suspended sediments will be contained within the worksite, and the turbid water will be pumped to shore where it will infiltrate and not reach the steam. There will be a sediment plume during removal of the isolation barrier, but the Town will also be monitoring turbidity and will halt in-water activities if turbidity 200 feet downstream exceeds background levels by 5 NTU. These efforts will keep suspended sediment concentrations low and will limit the duration of potential exposure. Based on criteria outlined in Newcombe and Jensen (1996), harm or harassment from turbidity effects will be unlikely.

If a spring-run Chinook salmon redd is present downstream of the isolation site, but within the footprint of the construction-caused suspended sediment plume, egg survival could be affected (reviewed in Chapman 1988). Because of in-water work timing and spawning ground surveys beginning August 1 in the action area, and the commitment by the applicant to protect fish and redds, it is unlikely that there will be significant effects to incubating embryos.

Reduced Forage Availability

Construction-related activities have the potential to affect juvenile salmonid forage. Approximately 4,800 square feet of benthic habitat will be disturbed during excavation to replace riprap. This disturbance will kill or displace benthic invertebrates, slightly reducing available forage. Another 4,850 square feet of riparian vegetation removal will cause some loss of allochthonous input, such as leaf litter and terrestrial insect fallout.

Aquatic invertebrates could start recolonizing within days to months after construction (Fowler 2004; Korsu 2004; Miller and Golladay 1996; Paltridge et al. 1997). Some aquatic insect life cycles can extend up to 3 years (Hilsenhoff 1981; Pennak 1953), but most aquatic insects in the north temperate zone have an annual life cycle (Merritt and Cummins 1996). Thus, we estimate that recolonization of the disturbed area will occur within a year. The Town will replant almost

twice the area of riparian vegetation as what they will remove, including willow plantings along the OHWM. These additional plants will help minimize the loss of allochthonous input.

Together, the benthic habitat disturbance and loss of allochthonous input will slightly decrease potential forage production and availability to juvenile salmonids for about a year. Less forage will temporarily increase competition for food among salmonid juveniles, requiring expenditure of extra energy, and thus slower growth. Slower growing individuals will be more susceptible to predation and have decreased chances for overwinter survival.

We did not have sufficient data to determine how many juveniles may be harmed by a decrease in forage production, so we used the area disturbed along with estimated fish densities as a surrogate to make an estimate. We assume that, if a given area supports a given density of fish, and all of the food resources are removed from that area, then those fish will be harmed as described in the previous paragraph. Therefore, based on the calculations we used in the Work Area Isolation and Fish Salvage section above, we estimate that an additional 205 steelhead and 65 Chinook salmon juveniles will be harmed by a decrease in forage production. As a worst-case scenario, we assume that these fish will all die or suffer some reduction in fitness. However, some fish would likely find alternate foraging areas while still being able to avoid predation.

2.5.2 Effects to Critical Habitat

The PBF characteristics (site attributes) that will be affected by the proposed action are substrate, water quality, and forage.

Substrate

Substrate will be disturbed and rearranged within the construction footprint, which could affect suitability for spawning. For example, spawning-sized gravels could be spread out during excavation, buried beneath new riprap, or re-sorted due to changes in hydraulics caused by rearranging the substrates. Because substrate in the construction footprint is already highly altered (e.g., is mainly riprap, which does not provide suitable spawning habitat), there is little if any spawning habitat within the construction footprint. No redds have ever been documented in the construction footprint.

Work site isolation will greatly minimize sediment transport. However, some sediments will still be entrained in the water column (e.g., during isolation barrier installation and removal). We expect the current will disperse these sediments enough that downstream deposition will not measurably affect substrate embeddedness, and thus not significantly affect spawning habitat quality for Chinook salmon or steelhead, or affect benthic productivity.

Water Quality

Construction activities will increase suspended sediments, decreasing water quality for salmonids. Increased suspended sediment concentrations can have a range of effects on juvenile salmonids, including behavioral, sub-lethal, and lethal effects (reviewed in Bash et al. 2001). This effect will be short-term, mainly during isolation barrier installation and removal. Eggs in a downstream redd could be affected if the fine sediments settle in the redd, blocking oxygen-rich

water flow across the eggs, and thus affecting egg development (reviewed in Chapman 1988). This potential effect will last one spring-run Chinook salmon spawning season, with no long-term effects to this PBF attribute. The effect would be to very few, probably zero, redds as Chewuch River fish have only been documented spawning upstream of the action area and the remainder spawn in the Methow River above the Chewuch confluence or in the Twisp River.

Forage

Benthic habitat disturbance will kill or displace benthic invertebrates while riparian vegetation removal will decrease allochthonous input, reducing available forage. On a stream reach scale, these habitat disturbances will be small and will not be permanent, with recovery expected to begin within a year of construction. The new riparian plantings will cover a larger area than the vegetation that will be removed, helping minimize the allochthonous input effect.

In summary, the substrate, water quality, and forage PBF attributes will be affected. Some of these effects are short-term (i.e., occur during construction) lasting about a year. Changes to the hydraulics and morphology of the spawning habitat could last longer, but will be confined to a small area in a stream reach where spawning is rare. The riparian plantings will help minimize forage effects. Therefore, the proposed action will not decrease the conservation value of critical habitat at the 6th-field HUC (HUC_6) scale.

2.6 Cumulative Effects

"Cumulative effects" are those effects of future state or private activities, not involving federal activities, that are reasonably certain to occur within the action area of the federal action subject to consultation (50 CFR 402.02). Future federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the ESA.

NMFS is not aware of any specific future actions that are both reasonably certain to occur in the action area and that would likely contribute to cumulative effects on salmon or steelhead. Some continuing non-federal activities are reasonably certain to contribute to climate effects within the action area. However, it is difficult, if not impossible, to distinguish between the action area's future environmental conditions caused by global climate change that are properly part of the environmental baseline vs. cumulative effects. Therefore, all relevant future climate-related environmental conditions in the action area are described in the Rangewide Status of the Species and Critical Habitat section (Section 2.2).

Projected future sources of cumulative effects are difficult to quantify, but will likely increase commensurate with population growth and an increasing standard of living. From April 1, 2010 to July 1, 2018, Washington State's population grew by 12.1 percent[3]. This population increase,

[3] Demographic data for Washington State (https://www.census.gov/quickfacts/fact/table/wa,US/PST045218), accessed February 22, 2019

with associated increases in natural resource consumption, and residential and commercial development, will continue to adversely affect species and their habitat.

Non-federal activities which can occur on state, tribal, and private lands, include livestock grazing, timber harvest, mining, development, and road-building. For example, riparian vegetation is often removed by landowners, decreasing habitat complexity and forage availability for rearing juvenile salmonids, which can decrease growth and survival rates. Stormwater runoff is another by-product of population growth as more ground is paved and traffic increases, resulting in more contaminants reaching streams. Also, the demand for limited water resources will likely continue to increase with increasing population and more intensive agricultural practices. These activities have a higher potential to affect conditions farther upstream, but those effects could reach the action area in the form of reduced water quality and quantity.

Per the Town land-use designation map, there may be future land-use activity that involves annexation of land to the west and upstream of the project site. Annexation may lead to development, including residential or commercial use. The Town critical areas regulations establish buffers and appropriate protective measures for wetlands, fish and wildlife habitat conservation areas, and flood hazard areas. Such measures are anticipated to avoid or minimize any potential cumulative effects associated with future land annexation and development.

Demand for cultural and aesthetic amenities continues to grow with human population, and is reflected in decades of concentrated effort by tribes, states, and local communities to restore an environment that supports flourishing wildlife populations, including populations of species that are now ESA-listed (Columbia River Intertribal Fish Commission 1995; NPCC 2012). This demand has fueled efforts to ensure that resource-based industries adopt improved practices to avoid, minimize, or offset their adverse impacts. Thus, many non-federal actions have become responsive to the recovery needs of ESA-listed species.

Habitat restoration actions carried out by tribes, salmon recovery organizations, and local volunteer groups have improved the availability and quality of estuarine and nearshore habitats, floodplain connectivity, channel structure and complexity, riparian areas and LWM recruitment, stream substrates, stream flow, water quality, and fish passage. In this way, the goal of ESA-species recovery has become institutionalized as a common and accepted part of the state's economic and environmental culture. For example, in the Chewuch drainage, restoration projects have included: lining an irrigation ditch to decrease water diversion from the Chewuch River; installing improved fish screens on irrigation diversions; fish passage improvements at irrigation diversions; and side channel connectivity and restoration[4]. We expect this habitat restoration trend to continue as awareness of environmental and at-risk species issues increases among the general public.

[4] Washington State Recreation and Conservation Office Habitat Work Schedule interactive project map (http://hws.ekosystem.us/projectmap?mlayer=projects), accessed May 7, 2019.

2.7 Integration and Synthesis

The Integration and Synthesis section is the final step in our assessment of the risk posed to species and critical habitat as a result of implementing the proposed action. In this section, we add the effects of the action (Section 2.5) to the environmental baseline (Section 2.4) and the cumulative effects (Section 2.6), taking into account the status of the species and critical habitat (Section 2.2), to formulate the agency's opinion as to whether the proposed action is likely to: (1) reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing its numbers, reproduction, or distribution; or (2) appreciably diminish the value of designated or proposed critical habitat for the conservation of the species.

2.7.1 Species

The status of UCR spring-run Chinook salmon and UCR steelhead are driven by the high risk of extinction from low abundance, productivity, spatial structure, and diversity for all of their component populations. The UCR spring-run Chinook salmon and UCR steelhead populations are not meeting the five recovery criteria as outlined in the Recovery Plan (UCSRB 2007).

The environmental baseline is already highly impaired due to the highway bridge crossing and urban setting, resulting in hardened shorelines, a lack of floodplain connectivity, and reduced riparian function. The proposed action will temporarily slightly impair the baseline, mostly in the form of benthic disturbance and removal of riparian vegetation. We expect that ecological function affected by these disturbances will begin to re-establish in about a year after construction. Projected future sources of cumulative effects are difficult to quantify, but will likely increase commensurate with Washington State's continuing population growth. At the same time, salmon and steelhead restoration actions help increase the availability and quality of estuarine and nearshore habitats, floodplain connectivity, channel structure and complexity, riparian areas and LWM recruitment, stream substrates, stream flow, water quality, and fish passage.

Effects to juvenile UCR spring-run Chinook salmon and steelhead will occur directly and indirectly from construction activity. We estimate that 205 steelhead and 65 Chinook salmon juveniles will be injured or killed during construction (e.g., they will lack access to flowing water, will be injured by equipment, or will be buried). Construction will also disturb about 4,800 square feet of benthic habitat, and 4,850 square feet of riparian vegetation. This will cause a slight decrease in forage production and availability to juvenile salmonids for about a year. Less forage will temporarily increase competition for food among salmonid juveniles, requiring expenditure of extra energy, and thus slower growth. Slower growing individuals will be more susceptible to predation and have decreased chances for overwinter survival. We estimate that an additional 205 steelhead and 65 Chinook salmon juveniles will be harmed by a decrease in forage production. If, under a worst-case scenario, all of the juveniles harmed both directly and indirectly by the action actually died, this would be 0.20 spring-run Chinook salmon adult equivalents (0.05 percent of the adult population) and 1.04 steelhead adult equivalents (0.2 percent of the adult steelhead population in the Methow River drainage).

These are liberal estimates of the number of juveniles that will be injured or killed, intended to capture the potential effects of a worst-case scenario. In the context of each population's mean

spawning abundance for 2005 to 2014 (379 Chinook salmon and 651 steelhead), we do not expect the death of these juveniles to meaningfully affect adult returns.

Even in consideration of the impaired status of the two populations, the environmental baseline, and expected cumulative effects in the action area, the number of spring-run Chinook salmon and steelhead that will be injured or killed will be too small to affect abundance and productivity at the population level, much less at the ESU and DPS level. The small number of adult equivalents lost, and the fact that affected individuals will only be from the Chewuch River, will also not affect spatial structure or diversity of the populations.

2.7.2 Critical Habitat

Benthic habitat disturbance will kill or displace benthic invertebrates, but we expect invertebrate populations to begin recovering within a year of construction. Riparian vegetation removal will decrease allochthonous input, reducing available forage, but the new riparian plantings will help minimize this effect. On a HUC_6 scale, the negative habitat disturbances will be limited mainly to the isolation area (about 3,100 square feet), making the effects minimal at the HUC_5 scale. Accordingly, the conservation value of critical habitat at the designation scale will not be appreciably diminished for the ESU and DPS considered in this opinion.

2.8 Conclusion

After reviewing and analyzing the current status of the listed species and critical habitat, the environmental baseline within the action area, the effects of the proposed action, and cumulative effects, it is NMFS' opinion that the proposed action is not likely to jeopardize the continued existence of UCR spring-run Chinook salmon or UCR steelhead, or destroy or adversely modify designated critical habitat.

2.9 Incidental Take Statement

Section 9 of the ESA and federal regulations pursuant to section 4(d) of the ESA prohibit the take of T&E species, respectively, without a special exemption. "Take" is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. "Harm" is further defined by regulation to include significant habitat modification or degradation that actually kills or injures fish or wildlife by significantly impairing essential behavioral patterns, including breeding, spawning, rearing, migrating, feeding, or sheltering (50 CFR 222.102). "Incidental take" is defined by regulation as takings that result from, but are not the purpose of, carrying out an otherwise lawful activity conducted by the federal agency or applicant (50 CFR 402.02). NMFS interprets "harass" as to "create the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns, which include, but are not limited to, breeding, feeding, or sheltering". Section 7(b)(4) and section 7(o)(2) provide that taking that is incidental to an otherwise lawful agency action is not considered to be prohibited taking under the ESA if that action is performed in compliance with the terms and conditions of this ITS.

2.9.1 Amount or Extent of Take

NMFS determined that the proposed action is likely to cause harm and potentially death to salmon and steelhead species considered in this opinion as a result of work area isolation and fish salvage, suspended sediments, and reduced forage availability. Juvenile spring-run Chinook salmon and steelhead life stages will be adversely affected by work area isolation and fish salvage.

If electrofishing or some other form of trapping is used in fish removal activities, the amount of take will be the number of fish estimated to be in the isolation area. The amount of take will therefore be exceeded if more than 65 Chinook salmon and/or 205 steelhead are captured or killed during trapping activities.

As discussed in, and based on the methodology described in Section 2.5.1, we expect . construction activities will injure or kill 65 Chinook salmon and 205 steelhead juveniles. An additional 65 Chinook salmon and 205 steelhead juveniles will be affected by a temporary (about a year) decrease in forage. We do not expect spring-run Chinook salmon redds in close enough proximity to be affected, but if any are present they will be avoided.

Because it would be impossible to count the number of injured juveniles, we will use a habitat surrogate to account for this take. The extent of habitat change to which juvenile spring-run Chinook salmon and steelhead will be exposed is readily discernible and presents a reliable measure of the extent of take that can be monitored and tracked. Therefore, when the specific number of individuals "harmed" or killed cannot be predicted, NMFS quantifies the extent of take based on the extent of habitat modified (June 3, 1986, 51 FR 19926 at 19954).

If electrofishing or some other form of trapping is used in fish removal activities, the amount of take will be the number of fish estimated to be in the isolation area. The amount of take will therefore be exceeded if more than 65 Chinook salmon and/or 205 steelhead are captured or killed during trapping activities.

The estimated extent of habitat affected by construction activities represents the extent of take exempted in this ITS. The amount of take will increase as the area disturbed by construction activities increases. Therefore, the extent of take is best identified by the total in-water area the Town proposes to disturb during construction (4,800 square feet), and the total area of riparian vegetation removal (4,850 square feet); the effects of which have been analyzed in this opinion. The FHWA shall reinitiate consultation if the in-water construction footprint exceeds 4,800 square feet, or if the total area of riparian vegetation removal exceeds 4,850 square feet. Although these surrogates could be considered coextensive with the proposed action, monitoring and reporting requirements will provide opportunities to check throughout the course of the proposed action whether the surrogates are exceeded. For this reason, the surrogates function as effective reinitiation triggers. The FHWA shall also reinitiate consultation if more than 65 Chinook salmon and/or 205 steelhead are captured or killed during trapping activities.

2.9.2 Effect of the Take

In the opinion, NMFS determined that the amount or extent of anticipated take, coupled with other effects of the proposed action, is not likely to result in jeopardy to the species or destruction or adverse modification of critical habitat.

2.9.3 Reasonable and Prudent Measures

"Reasonable and prudent measures" are nondiscretionary measures that are necessary or appropriate to minimize the impact of the amount or extent of incidental take (50 CFR 402.02).

Full application of conservation measures included as part of the proposed action, together with use of the RPMs and terms and conditions described below, are necessary and appropriate to minimize the likelihood of incidental take of ESA-listed fish due to the proposed action.

The FHWA shall minimize incidental take by:

1. Minimizing the area disturbed by construction activities.
2. Not disturbing spawning spring-run Chinook salmon and their redds.
3. Conducting monitoring sufficient to document that the proposed program methods are adhered to, that the terms and conditions listed below are implemented, and that the extent of take is not exceeded.

2.9.4 Terms and Conditions

The terms and conditions described below are non-discretionary, and FHWA or any applicant must comply with them in order to implement the RPMs (50 CFR 402.14). The FHWA or any applicant has a continuing duty to monitor the impacts of incidental take and must report the progress of the action and its impact on the species as specified in this ITS (50 CFR 402.14). If the entity to whom a term and condition is directed does not comply with the following terms and conditions, protective coverage for the proposed action would likely lapse.

1. The following terms and conditions implement RPM 1:
    a. Do not exceed an in-water construction footprint of 4,800 square feet.
    b. Do not exceed a vegetation disturbance footprint of 4,850 square feet.
2. The following terms and conditions implement RPM 2:
    a. If a redd is built within the action area, contact NMFS, so we can determine how to best avoid or minimize effects.
    b. If adult spring-run Chinook salmon exhibiting spawning behavior are observed within the action area, contact NMFS, so we can determine how to best avoid or minimize effects.
3. The following terms and conditions implement RPM 3:

a. Within 90 days following the completion of the proposed construction project, the FHWA shall report all monitoring items to include, at a minimum, the following:

    i. Project identification

        1. Project name: SR 20 Chewuch Bridge Pedestrian Underpass; NMFS Tracking Number: WCRO-2018-00042

        2. FHWA contact person

    ii. Construction details

        1. Starting and ending dates for in-water construction work

        2. Total area (square feet) of the in-water construction footprint

        3. Total area (square feet) of riparian vegetation disturbance

        4. Results of turbidity monitoring

        5. The number of Chinook salmon and steelhead captured or killed during work area isolation and fish salvage activities

        6. As-built plans

        7. A description of any elements of the project that were constructed differently than depicted in the BA, associated addendums and communications, or this opinion

b. If take is exceeded, contact NMFS promptly to determine a course of action.

c. Send reports to National Marine Fisheries Service, Columbia Basin Branch, Attention Jody Walters (jody.walters@noaa.gov), 304 South Water Street, Suite 201, Ellensburg, Washington 98926.

2.10 Conservation Recommendations

Section 7(a)(1) of the ESA directs federal agencies to use their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of the T&E species. Specifically, conservation recommendations are suggestions regarding discretionary measures to minimize or avoid adverse effects of a proposed action on listed species or critical habitat or regarding the development of information (50 CFR 402.02). The following conservation recommendation is a discretionary measure that NMFS believes is consistent with this obligation and therefore should be carried out by FHWA:

1. Place trees that are removed for construction into the river (with roots intact if possible). The LWM could serve as a substrate for biological production, add habitat complexity, and could also recruit spawning-sized gravels, enhancing spawning habitat.

2.11 Reinitiation of Consultation

This concludes formal consultation for SR 20 Chewuch Bridge Pedestrian Underpass. As 50 CFR 402.16 states, reinitiation of formal consultation is required where discretionary federal agency involvement or control over the action has been retained or is authorized by law and if:

(1) the amount or extent of incidental taking specified in the ITS is exceeded, (2) new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not considered in this opinion, (3) the agency action is subsequently modified in a manner that causes an effect on the listed species or critical habitat that was not considered in this opinion, or (4) a new species is listed or critical habitat designated that may be affected by the action.

3. MAGNUSON–STEVENS FISHERY CONSERVATION AND MANAGEMENT ACT ESSENTIAL FISH HABITAT RESPONSE

Section 305(b) of the MSA directs federal agencies to consult with NMFS on all actions or proposed actions that may adversely affect EFH. The MSA (section 3) defines EFH as "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Adverse effect means any impact that reduces quality or quantity of EFH, and may include direct or indirect physical, chemical, or biological alteration of the waters or substrate and loss of (or injury to) benthic organisms, prey species and their habitat, and other ecosystem components, if such modifications reduce the quality or quantity of EFH. Adverse effects on EFH may result from actions occurring within EFH or outside of it, and may include site-specific or EFH-wide impacts, including individual, cumulative, or synergistic consequences of actions (50 CFR 600.810). Section 305(b) also requires NMFS to recommend measures that can be taken by the action agency to conserve EFH.

This analysis is based, in part, on the EFH assessment provided by FHWA and descriptions of EFH for Pacific Coast salmon contained in the fishery management plans developed by the Pacific Fishery Management Council (PFMC) and approved by the Secretary of Commerce (PFMC 2014).

3.1 Essential Fish Habitat Affected by the Project

The proposed action and action area for this consultation are described in the Introduction to this document. The proposed project action area includes EFH for various life-history stages of Chinook (*Oncorhynchus tshawytscha*) and coho (*O. kisutch*) salmon. Habitat areas of particular concern within the action area include complex channel and floodplain habitat, and spawning habitat.

3.2 Adverse Effects on Essential Fish Habitat

Based on information provided in the BA, associated communications, and the analysis of effects presented in the ESA portion of this document, NMFS concludes that the proposed action will adversely affect EFH designated for Chinook and coho salmon as follows:

1. About 4,800 square feet of benthic habitat, and 4,850 square feet of riparian vegetation will be disturbed by construction activities, affecting forage production and availability to juvenile salmon.

2. Substrate will be disturbed and rearranged within the construction footprint, which could affect suitability for spawning. For example, spawning-sized gravels could be spread out during excavation, buried beneath new riprap, or re-sorted due to changes in hydraulics

caused by rearranging the substrates. However, substrate in the construction footprint is already highly altered (e.g., is mainly riprap, which does not provide suitable spawning habitat), so there is likely little, if any, suitable spawning habitat within the construction footprint.

3.3 Essential Fish Habitat Conservation Recommendations

We provide the following conservation recommendations:

1. Do not exceed an in-water construction footprint of 4,800 square feet.
2. Do not exceed a vegetation disturbance footprint of 4,850 square feet.
3. Place trees that are removed for construction into the river (with roots intact if possible). The LWM could serve as a substrate for biological production, add habitat complexity, and could also recruit spawning-sized gravels, enhancing spawning habitat.

3.4 Statutory Response Requirement

As required by section 305(b)(4)(B) of the MSA, the federal agency must provide a detailed response in writing to NMFS within 30 days after receiving an EFH Conservation Recommendation. Such a response must be provided at least 10 days prior to final approval of the action if the response is inconsistent with any of NMFS' EFH Conservation Recommendations, unless NMFS and the federal agency have agreed to use alternative time frames for the federal agency response. The response must include a description of measures proposed by the agency for avoiding, minimizing, mitigating, or otherwise offsetting the impact of the activity on EFH. In the case of a response that is inconsistent with the Conservation Recommendations, the federal agency must explain its reasons for not following the recommendations, including the scientific justification for any disagreements with NMFS over the anticipated effects of the action and the measures needed to avoid, minimize, mitigate, or offset such effects (50 CFR 600.920(k)(1)).

In response to increased oversight of overall EFH program effectiveness by the Office of Management and Budget (OMB), NMFS established a quarterly reporting requirement to determine how many conservation recommendations are provided as part of each EFH consultation and how many are adopted by the action agency. Therefore, we ask that in your statutory reply to the EFH portion of this consultation, you clearly identify the number of conservation recommendations accepted.

3.5 Supplemental Consultation

The FHWA must reinitiate EFH consultation with NMFS if the proposed action is substantially revised in a way that may adversely affect EFH, or if new information becomes available that affects the basis for NMFS' EFH Conservation Recommendations (50 CFR 600.920(l)).

4. DATA QUALITY ACT DOCUMENTATION AND PRE-DISSEMINATION REVIEW

The DQA specifies three components contributing to the quality of a document. They are utility, integrity, and objectivity. This section of the opinion addresses these DQA components, documents compliance with the DQA, and certifies that this opinion has undergone pre-dissemination review.

4.1 Utility

Utility principally refers to ensuring that the information contained in this consultation is helpful, serviceable, and beneficial to the intended users. The intended user of this opinion is FHWA. Individual copies of this opinion were provided to FHWA. The format and naming adheres to conventional standards for style.

4.2 Integrity

This consultation was completed on a computer system managed by NMFS in accordance with relevant information technology security policies and standards set out in Appendix III, "Security of Automated Information Resources," OMB Circular A-130; the Computer Security Act; and the Government Information Security Reform Act.

4.3 Objectivity

Information Product Category: Natural Resource Plan

Standards: This consultation and supporting documents are clear, concise, complete, and unbiased, and were developed using commonly accepted scientific research methods. They adhere to published standards including the NMFS ESA Consultation Handbook, ESA regulations, 50 CFR 402.01 et seq., and the MSA implementing regulations regarding EFH, 50 CFR 600.

Best Available Information: This consultation and supporting documents use the best available information, as referenced in the References section. The analyses in this opinion and EFH consultation contain more background on information sources and quality.

Referencing: All supporting materials, information, data and analyses are properly referenced, consistent with standard scientific referencing style.

Review Process: This consultation was drafted by NMFS staff with training in ESA and MSA implementation, and reviewed in accordance with West Coast Region ESA quality control and assurance processes.

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