

CONTRACT PROVISIONS and SPECIFICATIONS

Maddox Creek Culvert Removal
#WA402227

SMALL PUBLIC WORKS PROJECT
SKAGIT COUNTY PUBLIC WORKS

Must be an approved contractor on the Municipal Research and Services Center (MRSC) Roster in order to Bid this project:
<http://www.mrscrosters.org>



SCOPE OF WORK

Maddox Creek Culvert Removal Project #WA402227



This Contract provides for the removal of an historic culvert in Bonnie Rae Park, Skagit County, in the City of Mount Vernon. This work includes, but is not limited to; removal of a 233-foot long steel plate culvert and associated overburden material, constructing 250 lineal feet of new stream channel and rock and wood habitat structures, revegetation of the trail corridor, stabilizing the resulting hillslopes by constructing vegetated geogrid and erosion control and planting, constructing 300 lineal feet of rocked drainage swale, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Washington State Department of Transportation – 2020 Standard Specifications for Road, Bridge, and Municipal Construction.

Schedule: Upon Notice to Proceed, which is issued by the Project Manager

Measure & Payment: Each item will be per the bid proposal.

TABLE OF CONTENTS

Definitions	iii
General Information and Contract Provisions	
Project Title	1
Description of Work	1
Bid Due Date and Time	1
Engineer's Estimate	1
Notice to Proceed	1
Schedule	1
Pre-Bid Site Meeting	1
Questions and Answers	1
Addenda	1
Mandatory Bidder Responsibility Criteria	2
Interpretation of Bid and Purchase Documents	2
Title VI	2
Examination of Bid and Contract Documents, Site, and Site Conditions	3
Bid Procedures and Conditions	
Proposal Forms	3
Preparation of Proposal	3
Bid Price	3
Signatures	3
Delivery of Proposal	3
Withdrawal or Revision of Proposal	4
Bid Bond/Guaranty	4
Non-Collusion	4
Consideration of Bids	4
Non-Responsive Bids	5
Tied Bids	5
Irregular Proposals	5
Disqualifications of Bidders	6
Protests	6
Award of Contract	
Condition of Award	7
Acceptance of Award	7
Coordination of Documents	7
Contract	
Execution of Contract	8
Contract Documents	8
Contract Bond	8
Retainage	8
Insurance	9
Additional Insured	10

Contract continued	
Public Works Project – Prevailing Wage	10
Licenses and Permits	11
Subcontracting	11
Changes/Amendments	11
Warranty of Work	11
Material Approval	12
Equal Opportunity and Non-Discrimination	12
Failure to Execute Contract	12
Return of Bid Bond/Guaranty	12
Legal Relations and Responsibilities to the Public	
Compliance with Laws	12
Applicable Law and Forum	12
Application of Sales Tax	12
Defense & Indemnity Agreement	13
Hold Harmless	13
Safety Measures	13
Mutual Responsibility of Contractor	13
Termination for Breach and/or Default	13
Termination for Public Convenience	14
Claims and Dispute Resolution	14
Payment	
Invoices	15
Specifications	
Introduction to Special Provisions	17
Division 1	17
Division 2	42
Division 8	44
Division 9	53
Appendices	
Appendix A – WA State Prevailing Wages	A
Appendix B – Construction Contract, Contract Bond, and Supporting Documents	B
Appendix C – Plans	C
Appendix D – Permits	D
Appendix E – Proposal Forms (Informational Only)	E
Cover	
Bid Proposal	
Schedule of Measurement and Payment	

DEFINITIONS

As stated in the *2020 WSDOT Standard Specifications*:

Addendum – A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

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

Bid, Proposal – The offer of a Bidder on a properly completed Proposal Form to perform the Contract.

Bidder – An individual, partnership, firm, corporation, or joint venture, submitting a Proposal or Bid. When required by law or otherwise the individual, partnership, firm, corporation, or joint venture shall be prequalified.

Bid Documents – The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and for projects with Contracting Agency subsurface investigations; the Summary of Geotechnical Conditions and subsurface boring logs (if any).

Contract – The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who provides labor and materials; and
3. How Contractors will be paid.

The Contract includes the Contract (agreement) Form, Bidder's completed Proposal Form, Contract Provisions, Contract Plans, *Standard Specifications*, *Standard Plans*, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any).

Contract Bond – The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

Contract Form (Agreement Form) – The form provided by the Contracting Agency that requires the authorized signatures of the Contractor and the Contracting Agency to result in formal execution of the Contract.

Contracting Agency – Agency of Government that is responsible for the execution and administration of the Contract.

Contractor – The individual, partnership, firm, corporation, or joint venture, Contracting with the Contracting Agency to do prescribed Work.

Contract Plans – A publication addressing the Work required for an individual project.

At the time of the call for Bids, the Contract Plans may include, but are not limited to, the following: a vicinity map, a summary of quantities, structure notes, signing information, traffic control plans, and detailed drawings; all for a specific individual project. At the time of the Contract execution date, the Contract Plans include any Addenda.

Contract Provisions – A publication addressing the Work required for an individual project. At the time of the call for Bids, the Contract Provisions may include, for a specific individual project, the amendments to the Standard Specifications, the Special Provisions, a listing of the applicable *Standard Plans*, the prevailing minimum hourly wage rates, and an informational Proposal Form with the listing of Bid items. The proposed Contract Provisions may also include, for a specific individual project, the Required Contract Provisions Federalaid Construction Contracts, and various required certifications or declarations. At the time of the Contract execution date, the Contract Provisions include the proposed Contract Provisions and include any Addenda, a copy of the Contract Form, and a copy of the Proposal Form with the Contract prices and extensions.

Proposal Form – The form provided to Bidders by the Contracting Agency for submittal of a Proposal or Bid to the Contracting Agency for a specific project. The form includes the item number, estimated plan quantity, and item description of the Bid items along with blank spaces to be completed by the Bidder for the unit prices, extensions, the total Bid amount, signatures, date, acknowledgment of Addenda, and the Bidder's address. The required certifications and declarations are part of the form.

Specifications – Provisions and requirements for the prescribed Work.

Subcontractor – An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

Surety – A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract, Contract Bond, or otherwise required by law.

Work – The provision of all labor, materials, tools, equipment, and everything needed to successfully complete a project according to the Contract.

GENERAL INFORMATION AND CONTRACT PROVISIONS

These general provisions are hereby a part of the conditions agreed to by the Contractor upon Bid. Skagit County Public Works is guided by RCW 39.04, and utilizes the *2020 Standard Specifications for Road, Bridge, and Municipal Construction*.

GENERAL INFORMATION

PROJECT TITLE: Maddox Creek Culvert Removal

DESCRIPTION OF WORK: This Contract provides for the improvement of fish passage in Maddox Creek and restoring the surrounding topography to its natural condition through the following actions:

- Removing a 233-foot long, steel plate culvert and associated overburden material,
- Constructing 250 lineal feet of new stream channel and rock and wood habitat structures,
- Stabilizing the resulting hillslopes by constructing vegetated geogrid and erosion control planting, and
- Constructing 300 lineal feet of rockered drainage swale.

BID DUE DATE AND TIME: Monday, June 1, 2020 at 2:45 p.m.

NOTICE TO PROCEED: Contractor shall not commence work until notice to proceed has been given by Skagit County; this occurs after the Contract has been executed by Skagit County Board of County Commissioners.

SCHEDULE: Upon Notice to Proceed, which is issued by the Project Manager

PRE-BID SITE MEETING: A non-mandatory, pre-bid site meeting will be held on site on **Monday, May 18, 2020 at 9:30 a.m.** The site is located at Bonnie Rae Park, 2601 South Laventure Road, Mount Vernon, WA 98273. If you have difficulty finding the location, please call Emily Derenne at (360) 416-1449.

The pre-bid meeting must follow current CDC recommendations for the prevention of COVID-19. Everyone involved with the pre-bid meeting is responsible for helping with safety. The following advice is based on current recommendations from CDC, OSHA, and Washington State DOH:

- Attendees should be aware that the situation is changing constantly and should monitor the CDC for official updates and recommended actions.
- We are not able to share paperwork at the pre-bid meeting, therefore all attendees must come prepared with copies of any materials they wish to reference. Please send an email confirming your attendance for the record. Send emails to emilyjd@co.skagit.wa.us.
- Do not attend or send personnel who feel ill or who believe they may have been exposed to COVID 19.

- All pre-bid meeting attendees must follow CDC guidelines for Covid-19 health and safety and wear appropriate Personal Protective Equipment (PPE). This includes but is not limited to:
 - All attendees must maintain a distance of at least 6 feet apart.
 - All attendees must wash their hands before attending the site visit and bring their own hand sanitizer to have on site.
 - All attendees must wear a cloth face cover to cover their mouth and nose

QUESTIONS AND ANSWERS: All technical questions and requests for interpretation shall be in writing and submitted **no later than 4:30 p.m., Wednesday, May 20, 2020** to Emily Derenne, Habitat Restoration Specialist, by e-mail to emilyjd@co.skagit.wa.us with the subject line reading, "Maddox Creek Culvert Removal".

ADDENDA: If Skagit County issues addenda to these instructions, bidders must acknowledge receipt of all addenda on the bid proposal. It is the Bidder's responsibility to ensure that he/she has received all addenda, although Skagit County will make reasonable effort to provide addenda to all plan holders. Addenda will be forwarded to Contractors on the Plan Holder list via email, and will be posted online at www.skagitcounty.net/rfp. Failure to sign the acknowledgement of addenda on the revised proposal packet may result in rejection of the bid.

All addenda will be posted on-line for this work by 4:00 p.m. on Tuesday, May 26, 2020. All addenda shall become part of the bid package. If further addenda are required to be issued, after Tuesday, May 26, 2020, the bid opening will be postponed. Contractors on the Plan Holder list will be notified of postponement via phone and email. Postponement notice will also be posted online at www.skagitcounty.net/rfp.

MANDATORY BIDDER RESPONSIBILITY CRITERIA: Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria.

The bidder must:

1. Have a current certificate of registration as a contractor in compliance with RCW 18.27, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
4. Have a Washington Employment Security Department number (ESD), as required in Title 50 RCW, **(and, if lowest responsive and responsible bidder, provide documentation in the form of a letter or statement from ESD within 24 hours of submitting bid)**;
5. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3) and;
7. Not be excluded or suspended from bidding on any public works contract under federal laws.

INTERPRETATION OF BID AND PURCHASE DOCUMENTS: Skagit County will not provide binding oral interpretations to Bidders as the meaning of bid or contract documents; oral communication is not binding upon Skagit County.

TITLE IV: Skagit County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from the federally assisted programs and activities. For questions regarding Skagit County's Title VI Program, you may contact the Skagit County Public Works Department's Title VI Liaison, Keith Elefson, at (360) 416-1456.

EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE, AND SITE CONDITIONS: Bid submission constitutes acknowledgement, upon which Skagit County may rely, that Bidder thoroughly examined and is familiar with the Contract Provisions and Specifications documents, familiar with all applicable worksites, reviewed and inspected all applicable laws, statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received, and considered all addenda. Failure or neglect of Bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's offer or to the contract. No claim for additional compensation will be allowed, which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful Contractor results in a binding contract without further action by either party.

BID PROCEDURES AND CONDITIONS

PROPOSAL FORMS: At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

The proposal form will identify the project, 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 information such as: unit prices; extensions; total bid amount; signatures; date; retail sales taxes; the bidder's name, address, telephone number, and signature.

PREPARATION OF PROPOSAL: The Contracting Agency will accept only those Proposals properly executed on forms it provides.

All prices shall be in legible figures (not words) written in ink or typed. The Proposal shall include:

1. A unit price for each item (omitting digits more than four (4) places to the right of the decimal point)
2. An extension for each unit price (omitting digits more than two (2) places to the right of the decimal point)
3. The total Contract price (the sum of all extensions)

BID PRICE: The bidder shall submit the completed Bid Proposal as part of the bid. The bid shall include everything necessary for the prosecution and completion of the Contract including, but

not limited to, furnishing all material, labor, equipment, and Subcontractors, and other facilities and all management, superintendent's labor and service as outlined in the Provisions, except as may be provided otherwise in the Contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and Skagit County will correct total price accordingly.

SIGNATURES: Bids shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed. If a Bid Proposal or Contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of Bidder, upon request of Skagit County. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.

DELIVERY OF PROPOSAL: Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than Monday, June 1, 2020 at 2:45 p.m. according to the SKAGIT COUNTY COMMISSIONERS' Reception Desk clock. All bid envelopes must be plainly marked on the outside, "Sealed Bid: Maddox Creek Culvert Removal".

Hand-deliver or Mail to:
Skagit County Commissioners
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

It is the Contractor's responsibility to allow enough time for delivery to occur before the designated time. Quotations delivered to locations other than as indicated above or received after the designated time will not be accepted. Incomplete proposals cannot be considered. Oral, telephonic, telegraphic, electronic, or faxed proposals will not be accepted.

Skagit County reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of Skagit County. Quotation results and questions pertaining to this project can be obtained by calling Emily Derenne, Restoration Habitat Specialist, at (360) 416-1449.

Bids remain confidential and no information about bids is released until the public information of the bids is otherwise available.

WITHDRAWAL OR REVISION OF PROPOSAL: After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw or revise if:

1. The Bidder submits a written request signed by an authorized person, and
2. The Contracting Agency receives the request before the time for opening Bids.

The original Bid Proposal may be revised and resubmitted as the official Bid Proposal, if the Contracting Agency receives it before the time for opening Bids.

BID BOND/GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, Cashier's or certified check payable to the order of Skagit County for a sum not less than five percent (5%) of the estimated bid amount. Should the successful bidder fail to enter into such contract, the bid bond will be forfeited to Skagit County.

NON-COLLUSION: Submittal and signature of the non-collusion certificate confirms the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

CONSIDERATION OF BIDS: 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. The total of extensions, corrected where necessary, will be used by the Contracting Agency for Award purposes and to fix the amount of the Contract Bond.

The right is reserved by the Contracting Agency to waive informalities in the bidding, accept a Proposal of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way, if the best interest of the Contracting Agency is served.

A Bidder who wishes to claim error after the Bids have been opened and read as required by RCW 47.28.090 shall promptly notify the Contracting Agency that an error occurred. The Bidder shall submit a notarized affidavit or declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

The affidavit or declaration shall be submitted no later than 4:30 p.m. on the first business day after Bid opening or the claim will not be considered. The Contracting Agency will review the affidavit or declaration and the certified work sheets to determine the validity of the claimed error and if the error is of the kind for which the law allows relief from forfeiture of the Bid deposit. If the Contracting Agency concurs in the claim of error and determines that the error is of the kind which allows relief from forfeiture, the Bidder will be relieved of responsibility and the Bid deposit of the Bidder will be returned. If the Contracting Agency does not concur in the error or determines that the error is not the kind for which the law allows relief, the Contracting Agency may Award the Contract and if the Bidder refuses to execute the Contract, the Bidder's Bid deposit shall be forfeited as required by RCW 47.28.100. RCW 39.04.107 applies, thereafter.

NON-RESPONSIVE BID: Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Skagit County and not further considered.

TIED BIDS: After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie breaker will be determined by drawing as described in Section 1-03.1(1) of the 2016 WSDOT Standard Specifications. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetical order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive and responsible Bids are eligible to draw.

IRREGULAR PROPOSALS:

1. A Proposal will be considered irregular and *will* be rejected if:
 - a) The Bidder is not prequalified
 - b) The authorized Proposal form furnished by the Contracting Agency is not used or is altered
 - c) The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions
 - d) The Bidder adds provisions reserving the right to reject or accept the Award or enter into the Contract
 - e) A price per unit cannot be determined from the Bid Proposal
 - f) The Proposal form is not properly executed
 - g) The 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) Receipt of Addenda (if applicable) is not acknowledged
 - d) A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected)
 - e) Proposal form entries are not made in ink or typed.

DISQUALIFICATION OF BIDDERS: As stated in Section 1-02.14 of the 2020 WSDOT Standard Specifications, a bidder may be deemed not responsible and their proposal rejected if:

1. the Bidder does not meet the mandatory bidder responsibility criteria, described above and in RCW 39.04.350(1), as amended; or
2. more than one proposal is submitted for the same project from a Bidder under the same or different names; or
3. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
4. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder, or
5. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of work; workmanship; progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
6. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the Work bid upon; or
7. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or

9. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
10. a Bidder is not authorized to do business in the state of Washington; or
11. there are any other reasons deemed proper by the Contracting Agency.

PROTESTS: Protests will be in accordance with all RCWs, as applicable.

AWARD OF CONTRACT

CONDITION OF AWARD: It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The Board of Skagit County Commissioners reserves the right to reject any or all bids for cause, and to waive minor irregularities in the bidding.

ACCEPTANCE OF AWARD: If awarded, the Contractor is deemed to have agreed to all Addenda, Bid Instruction to bidders, General and Contract Provisions, Scope of Work, Specifications, Contract, and all other related documents.

COORDINATION OF DOCUMENTS: Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4, 5, 6, and 7; 2 presiding over 3, 4, 5, 6, and 7; and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications, and
7. Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

This order of precedence shall not apply when Work is required by one part of the Contract but omitted from another part or parts of the Contract. The Work required in one part must be furnished even if not mentioned in other parts of the Contract.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

In case of any ambiguity or dispute over interpreting the Contract, the Engineer's decision will be final as provided in 2020 WSDOT Standard Specifications Section 1-05.1.

CONTRACT

EXECUTION OF CONTRACT: Successful bidder is allowed a maximum of ten (10) calendar days after the award date to return the signed contract, contract bond, all required insurance certifications, and any other required documentation as specified in this document.

CONTRACT DOCUMENTS: The Addenda, Bid Proposal, General and Contract Provisions and Specifications, and Contract, shall be a part of and constitute the Contract entered into by Skagit County and successful Bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.

CONTRACT BOND: The successful Bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved Surety (or Sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the Surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material or any other person who provides supplies or provisions for carrying out the work;

The Contracting Agency may require Sureties or Surety companies on the Contract Bond to appear and qualify themselves. Whenever the Contracting Agency deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining work. Until the added Surety is furnished, payments on the Contract will stop.

RETAINAGE: RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five percent (5%) of the moneys earned by the contractor as a trust fund for the protection and payment of:

1. The claims of any person arising under the Contract; and,
 - a) The State with respect to taxes imposed pursuant to Title 82 RCW, which may be due from such Contractor.

At the option of the Contractor, the monies reserved shall be:

1. Retained in a custodial fund by Skagit County (non-interest bearing)
2. Deposited by Skagit County in an escrow (interest bearing) account in a bank or savings and loan institution (interest on monies so retained will be paid to the Contractor).

Deposits are to be made in the name of the Contracting Agency and are not allowed to be withdrawn without the Contracting Agency's written authorization. The Contracting Agency will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At the time the Contact is executed the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges for both and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The Contracting Agency may also, at its option, accept a retainage bond in lieu of retainage.

The retained percentage will be released sixty (60) days following the Completion Date provided all of the following conditions have been satisfied:

1. On Contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. The Contractor and all Subcontractor(s) files with the Department of Labor and Industries an "Affidavit of Wages Paid" and the approved document is received by Skagit County.
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Contracting Agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
5. The Contractor has obtained a certificate showing that all contract-related taxes have been paid from the Washington State Department of Revenue.

INSURANCE: Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

1. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$1,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the County authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the County. No cancellation

provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

Upon written request by the County, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

ADDITIONAL INSURED: Prior to the Contractor performing any Work, Contractor shall provide the County with a Certificate of Insurance acceptable to the County Attorney evidencing the above-required insurance and naming both Skagit County and Skagit Conservation District, their officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Skagit County and Skagit Conservation District shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement.

The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies:

Skagit County and Skagit Conservation District, their officers, officials, employees, and agents and volunteers are named as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

The Contractor's insurance coverage shall be primary insurance as respects Skagit County and Skagit Conservation District, their officers, officials, employees, agents, volunteers and consultants. Any insurance and/or self-insurance maintained by Skagit County or Skagit Conservation District, their officers, officials, employees, agents and consultants shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

An additional insureds endorsement template can be provided by Skagit County, upon request.

PUBLIC WORKS PROJECT – PREVAILING WAGE: If awarded the project, the Contractor and each Subcontractor shall complete or have on file with the County a current "Statement of Intent to Pay Prevailing Wages" before payment will be made for work performed. An "Affidavit of Wages Paid" shall be required at the end of the project, before final payment is authorized. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage>.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Wednesday, June 14, 2017. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 1800 Continental Place, Mount

Vernon, WA 98273. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

Any materials purchased will be used in public work type projects as defined in RCW 39.12, and therefore, subject to state prevailing wage rates as set forth by the Washington Department of Labor and Industries. Bidders are advised to consider this charge when computing bids.

LICENSES AND PERMITS: Contractor shall procure all licenses and required permits, except those included in Exhibit D, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractors awarded a County Contract are responsible for compliance with Washington State Business License regulations. Contractors must also carry appropriate and valid Washington State Department of Agricultural herbicide licenses for aquatic and terrestrial environments.

SUBCONTRACTING: No portion of the contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the County. As stated in Section 1-08.1 of the 2016 WSDOT Standard Specifications, the Contractor shall verify that every first tier Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these responsibility criteria in every subcontract, and require every Subcontractor to:

1. Possess any electrical contractor license required by RCW 19.28 or elevator contractor license required by RCW 70.87, if applicable;
2. Have a certificate of registration in compliance with chapter RCW 18.27;
3. Have a current State unified business identifier number;
4. If applicable, have:
 - a. Industrial insurance coverage for the bidder's employees working in Washington (Title 51 RCW);
 - b. An employment security department number (Title 50 RCW);
 - c. A State excise tax registration number (Title 82 RCW);
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
6. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and,
7. Include these responsibility criteria in every lower tier subcontract.

CHANGES/AMENDMENTS: Skagit County reserves the right to add or delete work, items, agencies, or locations from this contract, subject to appropriate adjustments to the Contract price. Added items, agencies, or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by an amendment to the Contract. The execution of an amendment shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the amendment, except as specifically described in the amendment. General reservations of rights will be deemed waived and void.

WARRANTY OF WORK: In summary, Contractor hereby warrants that all of the work, materials or equipment furnished under this Contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. Skagit County will give notice of observed defects with

reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by Skagit County until the work or, equipment is repaired or replaced by the Contractor and accepted by Skagit County. In the event that fewer than 90 days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least 90 days guarantee of the work from the date of acceptance of such repair or replacement.

MATERIAL APPROVAL: All materials are in accordance with Specifications. Any substitution of products are subject to Skagit County's prior approval, and, if rejected, are held subject to the Contractor's risk and expense.

EQUAL OPPORTUNITY AND NONDISCRIMINATION: Hiring or employment made possible or resulting from this Contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age, (except minimum age and retirement provisions), marital status, or in the presence of any sensory, mental, or physical handicap.

FAILURE TO EXECUTE CONTRACT: Upon failure to return the performance and payment bonds, insurance certifications, and any other required documentation as specified in this document with the signed contract, as required, Skagit County may then award the contract to the second lowest responsive and responsible Bidder, or reject all remaining bids.

RETURN OF BID BOND/GUARANTY: Proposal bonds and deposits will be held until the Contract has been properly executed pursuant to RCW 36.32.250. When the Contract has been properly executed, all remaining bonds or deposits, except those subject to forfeiture, will be returned.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

COMPLIANCE WITH LAWS: Contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold Skagit County harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

APPLICABLE LAW AND FORUM: Except as specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Skagit County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

APPLICATION OF SALES TAX: The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay State sales tax. Department of Revenue Rule 171 applies to this project. This work is not exempt from Sales Tax. The contractor shall

include appropriate sales tax as shown on the Bid Proposal. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

DEFENSE & INDEMNITY AGREEMENT: The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

HOLD HARMLESS: The Contractor shall hold Skagit County and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the Contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by Skagit County, the Contractor shall pay the same.

SAFETY MEASURES: All work under this Contract shall be performed in a safe manner. Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards, in accordance with applicable safety regulations.

MUTUAL RESPONSIBILITY OF CONTRACTOR: If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor(s) or subcontractor(s) by agreement or arbitration if such other Contractor(s) or subcontractor(s) will so settle. If such other Contractor(s) or subcontractor(s) shall assert any claim against Skagit County account of any damage alleged to have been sustained, Skagit County shall notify Contractor, who shall indemnify and save harmless Skagit County against any such claim.

TERMINATION FOR BREACH AND/OR DEFAULT: Skagit County shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractors breach, as provided by law.

Breach: A breach of a term or condition of the Contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in Skagit County's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in Skagit County's sole opinion, renders the Contractor unable to perform any aspect of the contract.

Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Opportunity to Cure Default: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, Skagit County may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Skagit County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by Skagit County. Skagit County may terminate the Contract for nonperformance, breach, or default without allowing the opportunity to cure by the Contractor.

Remedies for Cure of Default: In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, Skagit County may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this Contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. Skagit County may procure the articles or services from other sources and hold the Bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

TERMINATION FOR PUBLIC CONVENIENCE: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

CLAIMS AND DISPUTE RESOLUTION: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Claim may also include other disputes and matters in question between Skagit County and Contractor arising out of or related to the Contract. Claims must be made in writing. The responsibility to substantiate Claims shall rest with

the party making the Claim. A notice of a potential or future Claim does not constitute a Claim. Any Claims of the Contractor against Skagit County for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the Contract. No act, omissions, or knowledge, actual or constructive, of Skagit County shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless Skagit County provides Contractor with an explicit, unequivocal written waiver.

All claims must be addressed to: Skagit County Engineer, 1800 Continental Place, Mount Vernon, WA 98273.

Contractor shall submit in writing to Skagit County all Claims, within seven (7) days of the event giving rise to the Claim. Written Claim must specify the conditions and requested relief. Skagit County shall consider such Claim and shall meet with the Contractor to confer and attempt to resolve the Claim.

Contractor shall diligently carry on the Work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and Skagit County in writing.

Mediation: If the Claim is not resolved in the process provided immediately above, neither the Contractor nor any Subcontractor or Supplier of any tier may bring a claim against Skagit County in litigation unless the Claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by Skagit County and Contractor.

Litigation: Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered as provided above. All unresolved Claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of Substantial Completion designed in writing by Skagit County (provided that a mediation session has occurred as provided above); or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by Skagit County.

PAYMENT

INVOICES: The Contractor shall be paid, upon submission of a proper invoice for payment request, the prices stipulated in the Contract for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76. Submitted Payment Requests must contain the following minimum information:

- Contract number;
- Item number, quantity and description as appropriate;
- Unit and extended prices.
- Approved Intent of Wages Paid with Department of Labor and Industries

Mail Payment Requests to:
Skagit County Public Works
ATTN: Emily Derenne
1800 Continental Place
Mount Vernon, WA 98273-5625

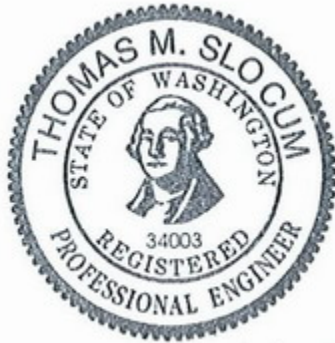
Email Payment Requests to:
emilyjd@co.skagit.wa.us
subject: Maddox Creek Culvert Removal

Payment will be made to the Contractor upon completion of all work and after final inspection and acceptance of the work by the Owner's Representative.

Maddox Creek Culvert Removal Project #WA402227

Engineer's Statement

The engineering material and data contained in the Drawings and Specifications were prepared under supervision and direction of the undersigned, whose seal as a registered professional engineer or architect is affixed below.



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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

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

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

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

- (March 1, 2018 APWA GSP)*
- (April 1, 2018 WSDOT GSP)*
- (May 1, 2018 SkagitR GSP)*

Also incorporated into the Contract Documents by reference are:

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

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

**Division 1
General Requirements**

This Contract provides for the improvement of the Maddox Creek Culvert and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1 **1-01 DEFINITIONS AND TERMS**

2 **1-01.3 Definitions**

3 *(January 4, 2016 APWA GSP)*

4
5 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
6 with the following:

7
8 **Dates**

9 ***Bid Opening Date***

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

11 ***Award Date***

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

14 ***Contract Execution Date***

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

16 ***Notice to Proceed Date***

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

18 ***Substantial Completion Date***

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

24 ***Physical Completion Date***

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

28 ***Completion Date***

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

33 ***Final Acceptance Date***

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

35
36 Supplement this Section with the following:

37
38 All references in the Standard Specifications, Amendments, or WSDOT General Special
39 Provisions, to the terms "Department of Transportation", "Washington State Transportation
40 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
41 "State Treasurer" shall be revised to read "Contracting Agency".

42
43 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
44 unless the reference is to an administrative agency of the State of Washington, a State
45 statute or regulation, or the context reasonably indicates otherwise.

46
47 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
48 designated location".

1
2 All references to “final contract voucher certification” shall be interpreted to mean the
3 Contracting Agency form(s) by which final payment is authorized, and final completion and
4 acceptance granted.

5
6 **Additive**

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

10
11 **Alternate**

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

15
16 **Business Day**

17 A business day is any day from Monday through Friday except holidays as listed in Section
18 1-08.5.

19
20 **Contract Bond**

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

24
25 **Contract Documents**

26 See definition for “Contract”.

27
28 **Contract Time**

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

31
32 **Notice of Award**

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

35
36 **Notice to Proceed**

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

40
41 **Traffic**

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

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

4
5 Delete this section and replace it with the following:

6
7 **1-02.1 Qualifications of Bidder**

8 *(January 24, 2011 APWA GSP)*

9
10 Before award of a public works contract, a bidder must meet at least the minimum
11 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be
12 awarded a public works project.

13
14 Add the following new section:

15
16 **1-02.1(1) Supplemental Qualifications Criteria**

17 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through*
18 *WSDOT/Local Programs)*

19
20 In addition, the Contracting Agency has established Contracting Agency-specific and/or
21 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining
22 Bidder responsibility, including the basis for evaluation and the deadline for appealing a
23 determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14
24 Option C of these Special Provisions.

25
26 **1-02.2 Plans and Specifications**

27 *(June 27, 2011 APWA GSP)*

28
29 Delete this section and replace it with the following:

30
31 Information as to where Bid Documents can be obtained or reviewed can be found in the
32 Call for Bids (Advertisement for Bids) for the work.

33
34 After award of the contract, plans and specifications will be issued to the Contractor at no
35 cost as detailed below:

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

36
37
38 Additional plans and Contract Provisions may be obtained by the Contractor from the source
39 stated in the Call for Bids, at the Contractor's own expense.
40

1 **1-02.3 Estimated Quantities**

2 Estimated quantities of work and a schedule for measurement and payment can be found in
3 Appendix E. Bids and payment shall be based on these estimated work quantities.
4

5 **1-02.5 Proposal Forms**

6 *(July 31, 2017 APWA GSP)*
7

8 Delete this section and replace it with the following:
9

10 The Proposal Form will identify the project and its location and describe the work. It will also
11 list estimated quantities, units of measurement, the items of work, and the materials to be
12 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that
13 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;
14 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;
15 the bidder's name, address, telephone number, and signature; the bidder's
16 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
17 Registration Number; and a Business License Number, if applicable. Bids shall be
18 completed by typing or shall be printed in ink by hand, preferably in black ink. The required
19 certifications are included as part of the Proposal Form.
20

21 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
22 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
23 alternates and additives set forth in the Proposal Form unless otherwise specified.
24

25 **1-02.6 Preparation of Proposal**

26 *(July 11, 2018 APWA GSP)*
27

28 Supplement the second paragraph with the following:

- 29 4. If a minimum bid amount has been established for any item, the unit or lump sum price
30 must equal or exceed the minimum amount stated.
- 31 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
32 by the signer of the bid.
33

34 Delete the last two paragraphs, and replace them with the following:
35

36 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
37 Subcontractor to perform those items of work.
38

39 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
40 Compliance form, provided by the Contracting Agency. Failure to return this certification as
41 part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award.
42 A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
43

44 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
45

46 A bid by a corporation shall be executed in the corporate name, by the president or a vice
47 president (or other corporate officer accompanied by evidence of authority to sign).
48

1 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
2 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE
3 requirements are to be satisfied through such an agreement.
4

5 A bid by a joint venture shall be executed in the joint venture name and signed by a member
6 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
7 Form if any UDBE requirements are to be satisfied through such an agreement.
8

9 Add the following new section 1-02.6(1):
10

11 **1-02.6(1) Recycled Materials Proposal**
12 *(January 4, 2016 APWA GSP)*
13

14 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the
15 project, using the form provided in the Contract Provisions.
16

17 **1-02.7 Bid Deposit**
18 *(March 8, 2013 APWA GSP)*
19

20 Supplement this section with the following:
21

22 Bid bonds shall contain the following:

- 23 1. Contracting Agency-assigned number for the project;
- 24 2. Name of the project;
- 25 3. The Contracting Agency named as obligee;
- 26 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
27 represents five percent of the maximum bid amount that could be awarded;
- 28 5. Signature of the bidder's officer empowered to sign official statements. The signature of
29 the person authorized to submit the bid should agree with the signature on the bond, and
30 the title of the person must accompany the said signature;
- 31 6. The signature of the surety's officer empowered to sign the bond and the power of
32 attorney.
33

34 If so stated in the Contract Provisions, bidder must use the bond form included in the
35 Contract Provisions.
36

37 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
38

39 **1-02.9 Delivery of Proposal**
40 *(July 14, 2016 SkagitR)*
41

42 Delete Section 1-02.9 and replace it with the following:
43

44 Each proposal shall be submitted in a sealed envelope, with the Project Name and Project
45 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
46 otherwise required in the Bid Documents, to ensure proper handling and delivery.
47

1 The Contracting Agency will not open or consider any Bid Proposal that is received after the
2 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other
3 than that specified in the Call for Bids.
4

5 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
6 *(July 23, 2015 APWA GSP)*
7

8 Delete this section, and replace it with the following:
9

10 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw,
11 revise, or supplement it if:
12

- 13 1. The Bidder submits a written request signed by an authorized person and physically
14 delivers it to the place designated for receipt of Bid Proposals, and
- 15 2. The Contracting Agency receives the request before the time set for receipt of Bid
16 Proposals, and
- 17 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
18 Agency before the time set for receipt of Bid Proposals.
19

20 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before
21 the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened
22 Proposal package to the Bidder. The Bidder must then submit the revised or supplemented
23 package in its entirety. If the Bidder does not submit a revised or supplemented package,
24 then its bid shall be considered withdrawn.
25

26 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded
27 by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to
28 withdraw, revise, or supplement a Bid Proposal are not acceptable.
29

30 **1-02.12 Public Opening Of Proposal**
31 *(July 14, 2016 SkagitR)*
32

33 Section 1-02.12 is supplemented with the following:
34

35 Sealed bids shall be received at the time and location specified in the Call for Bids, unless
36 modified by addenda.
37

38 **1-02.13 Irregular Proposals**
39 *(June 20, 2017 APWA GSP)*
40

41 Delete this section and replace it with the following:
42

- 43 1. A Proposal will be considered irregular and will be rejected if:
 - 44 a. The Bidder is not prequalified when so required;
 - 45 b. The authorized Proposal form furnished by the Contracting Agency is not used or
46 is altered;
 - 47 c. The completed Proposal form contains any unauthorized additions, deletions,
48 alternate Bids, or conditions;
 - 49 d. The Bidder adds provisions reserving the right to reject or accept the award, or
50 enter into the Contract;
 - 51 e. A price per unit cannot be determined from the Bid Proposal;

- 1 f. The Proposal form is not properly executed;
- 2 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
- 3 as required in Section 1-02.6;
- 4 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged
- 5 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- 6 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the
- 7 Bidder's completed UDBE Utilization Certification that they are in agreement with
- 8 the bidder's UDBE participation commitment, if applicable, as required in Section
- 9 1-02.6, or if the written confirmation that is submitted fails to meet the
- 10 requirements of the Special Provisions;
- 11 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable,
- 12 as required in Section 1-02.6, or if the documentation that is submitted fails to
- 13 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- 14 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
- 15 material terms of the Bid invitation; or
- 16 l. More than one Proposal is submitted for the same project from a Bidder under
- 17 the same or different names.
- 18
- 19 2. A Proposal may be considered irregular and may be rejected if:
- 20 a. The Proposal does not include a unit price for every Bid item;
- 21 b. Any of the unit prices are excessively unbalanced (either above or below the
- 22 amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- 23 c. Receipt of Addenda is not acknowledged;
- 24 d. A member of a joint venture or partnership and the joint venture or partnership
- 25 submit Proposals for the same project (in such an instance, both Bids may be
- 26 rejected); or
- 27 e. If Proposal form entries are not made in ink.
- 28

29 **1-02.14 Disqualification of Bidders**

30 *(May 17, 2018 APWA GSP, Option B)*

31

32 Delete this section and replace it with the following:

33

34 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder

35 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental

36 Criteria 1-7 listed in this Section.

37

38 The Contracting Agency will verify that the Bidder meets the mandatory bidder

39 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that

40 the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later

41 in this Section.

42

43

44 **1. Delinquent State Taxes**

45

46 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State

47 Department of Revenue without a payment plan approved by the Department of

48 Revenue.

49

50 B. Documentation: The Bidder, if and when required as detailed below, shall sign a

51 statement (on a form to be provided by the Contracting Agency) that the Bidder

1 does not owe delinquent taxes to the Washington State Department of Revenue,
2 or if delinquent taxes are owed to the Washington State Department of Revenue,
3 the Bidder must submit a written payment plan approved by the Department of
4 Revenue, to the Contracting Agency by the deadline listed below.
5

6 **2. Federal Debarment**
7

8 A. Criterion: The Bidder shall not currently be debarred or suspended by the
9 Federal government.

10
11 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on
12 the U.S. government’s “System for Award Management” database
13 (www.sam.gov).
14

15 **3. Subcontractor Responsibility**
16

17 A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor
18 responsibility language required by RCW 39.06.020, and the Bidder shall have
19 an established procedure which it utilizes to validate the responsibility of each of
20 its subcontractors. The Bidder’s subcontract form shall also include a
21 requirement that each of its subcontractors shall have and document a similar
22 procedure to determine whether the sub-tier subcontractors with whom it
23 contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
24

25 B. Documentation: The Bidder, if and when required as detailed below, shall submit
26 a copy of its standard subcontract form for review by the Contracting Agency, and
27 a written description of its procedure for validating the responsibility of
28 subcontractors with which it contracts.
29

30 **4. Claims Against Retainage and Bonds**
31

32 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
33 retainage or payment bonds for public works projects in the three years prior to
34 the bid submittal date, that demonstrate a lack of effective management by the
35 Bidder of making timely and appropriate payments to its subcontractors,
36 suppliers, and workers, unless there are extenuating circumstances and such
37 circumstances are deemed acceptable to the Contracting Agency.
38

39 B. Documentation: The Bidder, if and when required as detailed below, shall submit
40 a list of the public works projects completed in the three years prior to the bid
41 submittal date that have had claims against retainage and bonds and include for
42 each project the following information:
43

- 44 • Name of project
- 45 • The owner and contact information for the owner;
- 46 • A list of claims filed against the retainage and/or payment bond for any of the
47 projects listed;
- 48 • A written explanation of the circumstances surrounding each claim and the
49 ultimate resolution of the claim.
50
51

1 5. **Public Bidding Crime**
2

3 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
4 involving bidding on a public works contract in the five years prior to the bid
5 submittal date.
6

7 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
8 statement (on a form to be provided by the Contracting Agency) that the Bidder
9 and/or its owners have not been convicted of a crime involving bidding on a
10 public works contract.
11

12 6. **Termination for Cause / Termination for Default**
13

14 A Criterion: The Bidder shall not have had any public works contract terminated for
15 cause or terminated for default by a government agency in the five years prior to
16 the bid submittal date, unless there are extenuating circumstances and such
17 circumstances are deemed acceptable to the Contracting Agency.
18

19 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
20 statement (on a form to be provided by the Contracting Agency) that the Bidder
21 has not had any public works contract terminated for cause or terminated for
22 default by a government agency in the five years prior to the bid submittal date;
23 or if Bidder was terminated, describe the circumstances. .
24

25 7. **Lawsuits**
26

27 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
28 Bidder in the five years prior to the bid submittal date that demonstrate a pattern
29 of failing to meet the terms of contracts, unless there are extenuating
30 circumstances and such circumstances are deemed acceptable to the
31 Contracting Agency
32

33 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
34 statement (on a form to be provided by the Contracting Agency) that the Bidder
35 has not had any lawsuits with judgments entered against the Bidder in the five
36 years prior to the bid submittal date that demonstrate a pattern of failing to meet
37 the terms of contracts, or shall submit a list of all lawsuits with judgments entered
38 against the Bidder in the five years prior to the bid submittal date, along with a
39 written explanation of the circumstances surrounding each such lawsuit. The
40 Contracting Agency shall evaluate these explanations to determine whether the
41 lawsuits demonstrate a pattern of failing to meet of terms of construction related
42 contracts
43

44 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent
45 low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second
46 business day following the bid submittal deadline, a written statement verifying that the
47 Bidder meets the supplemental criteria together with supporting documentation (sufficient
48 in the sole judgment of the Contracting Agency) demonstrating compliance with the
49 Supplemental Criteria. The Contracting Agency reserves the right to request further
50 documentation as needed from the low Bidder and documentation from other Bidders as
51 well to assess Bidder responsibility and compliance with all bidder responsibility criteria.

1 The Contracting Agency also reserves the right to obtain information from third-parties and
2 independent sources of information concerning a Bidder's compliance with the mandatory
3 and supplemental criteria, and to use that information in their evaluation. The Contracting
4 Agency may consider mitigating factors in determining whether the Bidder complies with
5 the requirements of the supplemental criteria.
6

7 The basis for evaluation of Bidder compliance with these mandatory and supplemental
8 criteria shall include any documents or facts obtained by Contracting Agency (whether
9 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
10 operational data from the Bidder; (ii) information obtained directly by the Contracting
11 Agency from others for whom the Bidder has worked, or other public agencies or private
12 enterprises; and (iii) any additional information obtained by the Contracting Agency which
13 is believed to be relevant to the matter.
14

15 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
16 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
17 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
18 with this determination, it may appeal the determination within two (2) business days of the
19 Contracting Agency's determination by presenting its appeal and any additional
20 information to the Contracting Agency. The Contracting Agency will consider the appeal
21 and any additional information before issuing its final determination. If the final
22 determination affirms that the Bidder is not responsible, the Contracting Agency will not
23 execute a contract with any other Bidder until at least two business days after the Bidder
24 determined to be not responsible has received the Contracting Agency's final
25 determination.
26

27 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
28 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
29 Criteria may make or submit requests to the Contracting Agency to modify the criteria.
30 Such requests shall be in writing, describe the nature of the concerns, and propose
31 specific modifications to the criteria. Bidders shall submit such requests to the Contracting
32 Agency no later than five (5) business days prior to the bid submittal deadline and address
33 the request to the Project Engineer or such other person designated by the Contracting
34 Agency in the Bid Documents.
35

36 **1-02.15 Pre Award Information**

37 *(August 14, 2013 APWA GSP)*
38

39 Revise this section to read:
40

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

- 43 1. A complete statement of the origin, composition, and manufacture of any or all materials
44 to be used,
- 45 2. Samples of these materials for quality and fitness tests,
- 46 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
47 and time required for the various phases of the work,
- 48 4. A breakdown of costs assigned to any bid item,
- 49 5. Attendance at a conference with the Engineer or representatives of the Engineer,

- 1 6. Obtain, and furnish a copy of, a business license to do business in the city or county
- 2 where the work is located.
- 3 7. Any other information or action taken that is deemed necessary to ensure that the bidder
- 4 is the lowest responsible bidder.
- 5

6 **1-03 Award and Execution of Contract**

7

8 **1-03.1 Consideration of Bids**

9 *(January 23, 2006 APWA GSP)*

10

11 Revise the first paragraph to read:

12

13 After opening and reading proposals, the Contracting Agency will check them for correctness

14 of extensions of the prices per unit and the total price. If a discrepancy exists between the

15 price per unit and the extended amount of any bid item, the price per unit will control. If a

16 minimum bid amount has been established for any item and the bidder's unit or lump sum

17 price is less than the minimum specified amount, the Contracting Agency will unilaterally

18 revise the unit or lump sum price, to the minimum specified amount and recalculate the

19 extension. The total of extensions, corrected where necessary, including sales taxes where

20 applicable and such additives and/or alternates as selected by the Contracting Agency, will be

21 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price

22 amount and the amount of the contract bond.

23

24 **1-03.1(1) Identical Bid Totals**

25 *(January 4, 2016 APWA GSP)*

26

27 Revise this section to read:

28

29 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the

30 tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest

31 percentage of recycled materials in the Project, per the form submitted with the Bid

32 Proposal. If those percentages are also exactly equal, then the tie-breaker will be

33 determined by drawing as follows: Two or more slips of paper will be marked as follows: one

34 marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make

35 the marking unseen. The slips will be placed inside a box. One authorized representative of

36 each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the

37 name of the firm as registered with the Washington State Department of Licensing. The slips

38 shall be unfolded and the firm with the slip marked "Winner" will be determined to be the

39 successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted

40 a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled

41 materials percentage that is exactly equal to the highest proposed recycled materials

42 amount, are eligible to draw.

1 **1-03.3 Execution of Contract**

2 *(June 19, 2019 SkagitR)*

3
4 Revise this section to read:

5
6 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
7 for signature by the successful bidder on the first business day following award. The number
8 of copies to be executed by the Contractor will be determined by the Contracting Agency.

9
10 Within twenty one (21) calendar days after the award date, the successful bidder shall return
11 the signed Contracting Agency-prepared contract, an insurance certification as required by
12 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
13 execution of the contract by the Contracting Agency, the successful bidder shall provide any
14 pre-award information the Contracting Agency may require under Section 1-02.15.

15
16 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
17 Agency nor shall any work begin within the project limits or within Contracting Agency-
18 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
19 and for any materials ordered before the contract is executed by the Contracting Agency.

20
21 If the bidder experiences circumstances beyond their control that prevents return of the
22 contract documents within the calendar days after the award date stated above, the
23 Contracting Agency may grant up to a maximum of ten (10) additional calendar days for
24 return of the documents, provided the Contracting Agency deems the circumstances warrant
25 it.

26
27
28 **1-03.4 Contract Bond**

29 *(July 23, 2015 APWA GSP)*

30
31 Delete the first paragraph and replace it with the following:

32
33 The successful bidder shall provide executed payment and performance bond(s) for the full
34 contract amount. The bond may be a combined payment and performance bond; or be
35 separate payment and performance bonds. In the case of separate payment and
36 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 37 1. Be on Contracting Agency-furnished form(s);
- 38 2. Be signed by an approved surety (or sureties) that:
- 39 a. Is registered with the Washington State Insurance Commissioner, and
- 40 b. Appears on the current Authorized Insurance List in the State of Washington
41 published by the Office of the Insurance Commissioner,
- 42 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
43 conditions under the Contract, including but not limited to the duty and obligation to
44 indemnify, defend, and protect the Contracting Agency against all losses and claims
45 related directly or indirectly from any failure:
- 46 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
47 subcontractors of the Contractor) to faithfully perform and comply with all contract
48 obligations, conditions, and duties, or
- 49 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
50 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,

- 1 material person, or any other person who provides supplies or provisions for carrying
2 out the work;
- 3 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
4 project under titles 50, 51, and 82 RCW; and
- 5 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
6 bond; and
- 7 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
8 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
9 the president or vice president, unless accompanied by written proof of the authority of
10 the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
11 power of attorney, or a letter to such effect signed by the president or vice president).

12
13 **1-03.7 Judicial Review**
14 *(November 30, 2018 APWA GSP)*

15
16 Revise this section to read:

17
18 Any decision made by the Contracting Agency regarding the Award and execution of the
19 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
20 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
21 county where the Contracting Agency headquarters is located, provided that where an action
22 is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

23
24 **1-04 Scope of the Work**

25
26 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,
27 Specifications, and Addenda**
28 *(March 13, 2012 APWA GSP)*

29
30 Revise the second paragraph to read:

31
32 Any inconsistency in the parts of the contract shall be resolved by following this order of
33 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 34 1. Addenda,
35 2. Proposal Form,
36 3. Special Provisions,
37 4. Contract Plans,
38 5. Amendments to the Standard Specifications,
39 6. Standard Specifications,
40 7. Contracting Agency's Standard Plans or Details (if any), and
41 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 42
43

1 **1-04.4 Changes**
2 *(April 20, 2020 SkagitR)*

3
4 This section is supplemented with the following:

5
6 Contracting Agency reserves the right to make changes in the scope of work for reasons
7 including, but not limited to, final funding availability and the conditions of the project's
8 regulatory permits, in accordance with this section of the Standard Specifications.

9
10 **1-04.12 Staging Area**
11 **(New Section)**

12 *(April 20, 2020 SkagitR)*

13
14 Section 1-04.12 is added to the Contract Special Provisions:

15
16 A staging area for this project on City of Mount Vernon property. Stockpiling of excavated
17 materials in the right of way shall not be permitted without the engineer's authorization.

18
19 **1-05.1 Authority of the Engineer**

20 *(April 20, 2020 SkagitR)*

21
22 is supplemented with the following:

23
24 SCPW's designated agent shall have authority to make all decisions related to the
25 administration and execution of the contract. For the purpose of this contract, the terms
26 "Engineer" and "Site Engineer" in the Standard Specifications shall refer to SCPW's
27 designated agent.

28
29 **Section 1-05.3 Drawings and Working Drawings**

30 *(April 20, 2020 SkagitR)*

31
32 This section is supplemented with the following:

33 Not later than 10 business days after Notification of Apparent Low Bidder and before signing
34 of the Construction Contract with the County, the Contractor shall submit a written
35 Construction Work Plan. No physical work is to be performed at the site until the Construction
36 Work Plan is reviewed and approved by the Project Manager and Land Owner. It should
37 include at a minimum:

- 38 1. A list of construction personnel and the supervisory chain of responsibility proposed.
39 2. A detailed construction schedule
40 3. A Spill Prevention, Control and Countermeasures (SPCC) Plan
41 4. A Dewatering and Work Area Isolation Plan.
42 5. A Site Access and Traffic Control Plan.

43 The contractor will also prepare a stormwater pollution prevention plan (SWPPP) if required by
44 permit conditions.

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

2 *(October 1, 2005 APWA GSP)*

3
4 Supplement this section with the following:

5
6 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
7 written notice from the Engineer, or fails to perform any part of the work required by the
8 Contract Documents, the Engineer may correct and remedy such work as may be identified
9 in the written notice, with Contracting Agency forces or by such other means as the
10 Contracting Agency may deem necessary.

11
12 If the Contractor fails to comply with a written order to remedy what the Engineer determines
13 to be an emergency situation, the Engineer may have the defective and unauthorized work
14 corrected immediately, have the rejected work removed and replaced, or have work the
15 Contractor refuses to perform completed by using Contracting Agency or other forces. An
16 emergency situation is any situation when, in the opinion of the Engineer, a delay in its
17 remedy could be potentially unsafe, or might cause serious risk of loss or damage to the
18 public.

19
20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in
24 particular, but without limitation, compensation for additional professional services required,
25 and costs for repair and replacement of work of others destroyed or damaged by correction,
26 removal, or replacement of the Contractor's unauthorized work.

27
28 No adjustment in contract time or compensation will be allowed because of the delay in the
29 performance of the work attributable to the exercise of the Contracting Agency's rights
30 provided by this Section.

31
32 The rights exercised under the provisions of this section shall not diminish the Contracting
33 Agency's right to pursue any other avenue for additional remedy or damages with respect to
34 the Contractor's failure to perform the work as required.

35
36
37 **1-05.11 Final Inspection**

38 *(April 20, 2020 SkagitR)*

39
40 Delete this section and replace it with the following:

41
42 **1-05.11 Final Inspections and Operational Testing**

43 *(October 1, 2005 APWA GSP)*

44
45 **1-05.11(1) Substantial Completion Date**

46
47 When the Contractor considers the work to be substantially complete, the Contractor shall
48 so notify the Engineer and request the Engineer establish the Substantial Completion Date.
49 The Contractor's request shall list the specific items of work that remain to be completed in
50 order to reach physical completion. The Engineer will schedule an inspection of the work

1 with the Contractor to determine the status of completion. The Engineer may also establish
2 the Substantial Completion Date unilaterally.

3
4 If, after this inspection, the Engineer concurs with the Contractor that the work is
5 substantially complete and ready for its intended use, the Engineer, by written notice to the
6 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
7 does not consider the work substantially complete and ready for its intended use, the
8 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

9
10 Upon receipt of written notice concurring in or denying substantial completion, whichever is
11 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
12 interruption, the work necessary to reach Substantial and Physical Completion. The
13 Contractor shall provide the Engineer with a revised schedule indicating when the
14 Contractor expects to reach substantial and physical completion of the work.

15
16 The above process shall be repeated until the Engineer establishes the Substantial
17 Completion Date and the Contractor considers the work physically complete and ready for
18 final inspection.

19
20 **1-05.11(2) Final Inspection and Physical Completion Date**

21
22 When the Contractor considers the work physically complete and ready for final inspection,
23 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
24 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
25 make a final inspection and the Engineer will notify the Contractor in writing of all particulars
26 in which the final inspection reveals the work incomplete or unacceptable. The Contractor
27 shall immediately take such corrective measures as are necessary to remedy the listed
28 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption
29 until physical completion of the listed deficiencies. This process will continue until the
30 Engineer is satisfied the listed deficiencies have been corrected.

31
32 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
33 written notice listing the deficiencies, the Engineer may, upon written notice to the
34 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
35 Section 1-05.7.

36 The Contractor will not be allowed an extension of contract time because of a delay in the
37 performance of the work attributable to the exercise of the Engineer's right hereunder.

38
39 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting
40 Agency, in writing, of the date upon which the work was considered physically complete. That
41 date shall constitute the Physical Completion Date of the contract, but shall not imply
42 acceptance of the work or that all the obligations of the Contractor under the contract have
43 been fulfilled.

44
45 **1-05.11(3) Operational Testing**

46
47 It is the intent of the Contracting Agency to have at the Physical Completion Date a
48 complete and operable system. Therefore when the work involves the installation of
49 machinery or other mechanical equipment; street lighting, electrical distribution or signal
50 systems; irrigation systems; buildings; or other similar work it may be desirable for the
51 Engineer to have the Contractor operate and test the work for a period of time after final

1 inspection but prior to the physical completion date. Whenever items of work are listed in the
2 Contract Provisions for operational testing they shall be fully tested under operating
3 conditions for the time period specified to ensure their acceptability prior to the Physical
4 Completion Date. During and following the test period, the Contractor shall correct any items
5 of workmanship, materials, or equipment which prove faulty, or that are not in first class
6 operating condition. Equipment, electrical controls, meters, or other devices and equipment
7 to be tested during this period shall be tested under the observation of the Engineer, so that
8 the Engineer may determine their suitability for the purpose for which they were installed.
9 The Physical Completion Date cannot be established until testing and corrections have been
10 completed to the satisfaction of the Engineer.

11
12 The costs for power, gas, labor, material, supplies, and everything else needed to
13 successfully complete operational testing, shall be included in the unit contract prices
14 related to the system being tested, unless specifically set forth otherwise in the proposal.

15
16 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's
17 guaranties or warranties furnished under the terms of the contract.
18

19 **1-05.12(1) Project Warranty**

20 **(New Section)**

21 *(April 20, 2020 SkagitR)*

22 Section 1-05.12(1) is added to the Contract Special Provisions.

23 The Contractor shall return to the project and repair or replace defects in workmanship and
24 material discovered within one year after Final Acceptance of the Work. The Contractor
25 shall start work to remedy any such defects within 7 calendar days of receiving Contracting
26 Agency's written notice of a defect, and shall complete such work within the time stated in
27 the Contracting Agency's notice. In case of an emergency, where damage may result from
28 delay or where loss of services may result, such corrections may be made by the
29 Contracting Agency's own forces or another contractor, in which case the cost of corrections
30 shall be paid by the Contractor. In the event the Contractor does not accomplish corrections
31 within the time specified, the work will be otherwise accomplished and the cost of same shall
32 be paid by the Contractor.

33 This guarantee is supplemental to and does not limit or affect the requirements that the
34 Contractor's work comply with the requirements of the Contract or any other legal rights or
35 remedies of the Contracting Agency.

36 The Project Warranty shall include all costs to provide a guaranty bond or assignment of
37 savings that shall remain effective for at least one year after Final Acceptance, and shall
38 guarantee the Contracting Agency against defects in materials and workmanship in the
39 Project to the extent of twenty-five (25) percent of actual cost of the Project.

40 The contractor is advised that ongoing maintenance will be performed by the Contracting
41 Agency upon Substantial Completion, and this item shall not require routine maintenance to
42 be performed by the Contractor.

43 The Project Warranty shall apply only to defects in workmanship performed or materials
44 installed by the Contractor as part of this project. Project elements which are damaged by
45 conditions outside of the Contractor's control shall not be subject to this provision.
46 Conditions such as, but not limited to, lack of Contracting Agency maintenance, inadequate
47 design provided within the Contract Documents, acts of God, earthquake, floods, or other

1 cataclysmic phenomenon of nature, or damage by public traffic are considered to be outside
2 of the Contractor's control. The Contractor shall provide a written response within 7
3 calendar days of receiving Contracting Agency's written notice of a defect if the defect is
4 believed to have been caused by such a condition.

5
6 **Payment**

7 Any costs associated with providing a Project Warranty Period shall be incidental and
8 included within the unit Bid prices in the Contract. Upon Final Acceptance of the Project, the
9 Performance Bond shall be reduced to twenty-five (25) percent of the final contract amount.

10
11 **1-05.13 Superintendents, Labor and Equipment of Contractor**

12 *(April 20, 2020 SkagitR)*

13
14 This section is supplemented with the following:

15
16 Upon request, the Contractor shall provide the County with a copy of the Contractor's signed
17 Daily Activity Log by the end of the next working day. All force account billings shall include
18 a copy of the contractor's daily activity log. Claims or protests based on daily activity without
19 a timely submission of the daily activity log shall be denied.

20
21 **1-06.2 Acceptance of Materials**

22 *(April 20, 2020 SkagitR)*

23
24 This section is supplemented with the following:

25
26 At least 10 days before commencing construction, the Contractor shall provide SCPW with
27 samples of the Type 1 and Type 2 large wood material (LWM) (§8-28.2.2), live willow cuttings
28 (§8-19.2), stream bed boulders and gravel and cobble stream bed mix (§9-03.11) that it
29 proposes to use for the stream channel construction work tasks. These materials shall not be
30 accepted for use in the contract until SCPW has explicitly approved them. All other applicable
31 provisions of Section 1.06.2 are unchanged.

32
33 **1-07.6 Permits and Licenses**

34 *(April 20, 2020 SkagitR)*

35
36 This section is supplemented with the following:

37
38 The Contractor shall be responsible for meeting the requirements of all Permits and comply
39 with applicable standards, including but not limited to implementing, inspecting and filing
40 reports, maintaining, replacing, and removing Temporary Erosion and Sediment controls
41 (TESSC), and Spill Prevention, Control, and Countermeasure (SPCC) measures. All reporting
42 requirements are incidental to the described items and no additional measurement and
43 payment will be made. Permits may include: Nationwide Permit (USACE), Hydraulic Project
44 Approval (HPA) and /or WA Department of Ecology 401 Water Quality Certification.

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

2 *(April 20, 2020 SkagitR)*

3
4 This section is supplemented with the following:

5
6 SCPW is not aware of any underground or aboveground utilities at the project site. The
7 Contractor shall supply power, water, and toilet facilities as needed for its use. The Contractor
8 shall confirm the presence of utilities by arranging for a utility locate.

9
10 **1-07.18 Public Liability and Property Damage Insurance**

11 *(April 20, 2020 SkagitR)*

12
13 This section is supplemented with the following:

14
15 The Contractor shall include Skagit County, the City of Mount Vernon, and Skagit
16 Conservation District as “also insured” in its commercial general liability insurance policy for
17 the duration of the contract.

18
19 **1-08.1 Subcontracting**

20 *(November 30, 2018 APWA GSP, Option B)*

21
22 Delete the eighth paragraph.

23
24 **1-08.3(2)A Type A Progress Schedule**

25 *(March 13, 2012 APWA GSP)*

26
27 Revise this section to read:

28
29 The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the
30 preconstruction conference, or some other mutually agreed upon submittal time. The
31 schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule
32 format. Regardless of which format used, the schedule shall identify the critical path. The
33 Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for
34 corrections within 15 calendar days of receiving the submittal.

35
36 **Section 1-08.4 Prosecution of Work**

37
38 Delete this section and replace it with the following:

39
40 **1-08.4 Notice to Proceed and Prosecution of Work**

41 *(July 23, 2015 APWA GSP)*

42
43 Notice to Proceed will be given after the contract has been executed and the contract bond
44 and evidence of insurance have been approved and filed by the Contracting Agency. The
45 Contractor shall not commence with the work until the Notice to Proceed has been given by
46 the Engineer. The Contractor shall commence construction activities on the project site
47 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
48 Contractor shall diligently pursue the work to the physical completion date within the time

1 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
2 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
3 specified in the contract.
4

5 When shown in the Plans, the first order of work shall be the installation of high visibility
6 fencing to delineate all areas for protection or restoration, as described in the Contract.
7 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
8 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
9 construction of the fencing, the Contractor shall request the Engineer to inspect the fence.
10 No other work shall be performed on the site until the Contracting Agency has accepted the
11 installation of high visibility fencing, as described in the Contract.
12

13 **1-08.4(1) Safe Workplace**
14 **(NEW SECTION)**

15 *(April 20, 2020 SkagitR)*
16

17 Section 1-08.4(1) is added to the Contract Special Provisions.
18

19 Contractor warrants that before starting the job, it will develop and furnish the County with a
20 copy of its written Accident Prevention Program (APP) and a site specific Safety Plan, which
21 identifies anticipated job safety hazards within the scope of its contract and for all phases of
22 its contract and which addresses the specific means it will use to address each hazard. This
23 will include language on meeting the Governor's current recommendations for COVID-19. The
24 Department of Ecology has provided examples of COVID-19 Protection Plans submitted to
25 the Department of Enterprise Services. They can be found here:
26 <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan>

27 Contractor warrants that its APP and Safety Plan conforms to the requirements of the
28 Washington Industrial Safety and Health Act. Contractor warrants it will ensure that its
29 employees follow all APPs, Safety Plans and work rules. Contractor warrants that it will
30 communicate all work rules to its employees and that it has a progressive disciplinary plan
31 for safety or work rule violations which it consistently enforces and will continue to enforce
32 throughout the length of this contract, no matter who discovers the violation. Contractor
33 warrants that it will select and furnish to its employees all appropriate safety equipment and
34 participate fully in coordination of all safety issues among all contractors/subcontractors on
35 the job. Contractor warrants that it will make its APP and Safety Plan available and
36 accessible at the site to all of its employees. Contractor agrees that it will have available in
37 its job file weekly documentation relating to Contractor's safety compliance, identification of
38 hazards or safety violations, actions taken to correct them, disciplinary action taken and
39 safety training undertaken. Contractor warrants that it will provide safety training on a regular
40 basis to all workers as required by WISHA, will conduct safety inspections as required by
41 WISHA and will report all identified hazards. Contractor warrants and agrees that it and each
42 of its employees will comply with all rules and regulations relating to safety, including but not
43 limited to, the WISHA regulations. Contractor agrees to undertake any abatement actions
44 required as a result of the discovery of violations. Contractor warrants and agrees to require
45 each subcontractor to have its own APP and site specific Safety Plan as follows:
46

47 **SAFE WORKPLACE NOTICE FROM CONTRACTOR TO SUBCONTRACTOR**

48 As a subcontractor to _____ you are required to do the following:
49

- 1
2 A. Have a written Accident Prevention Program (APP) and a site specific Safety Plan which
3 identifies anticipated job safety hazards within the scope of your subcontract and for all
4 phases of your subcontract, including the specific means you will use to address each
5 hazard prior to starting the job. This will include language on meeting the Governor's
6 current recommendations for COVID-19. Your APP and Safety Plan must conform to
7 the requirements of the Washington Industrial Safety and Health Act (WISHA). You must
8 furnish us a copy of both the APP and the Safety Plan prior to starting the job. We will
9 provide you with a copy of our APP, our site specific Safety Plan and our work rules prior
10 to your starting the job.
11
12 B. Select all appropriate safety equipment required to do the job and furnish it to your
13 workers.
14
15 C. Participate in coordination of all safety issues among all contractors on the job.
16
17 D. Make your APP and Safety Plan available and accessible to your workers at the site.
18
19 E. Abide by our work rules, which you will communicate to all of your workers. You must
20 have a progressive disciplinary plan for safety or work rule violations which you
21 consistently enforce, no matter who discovers the violations.
22
23 F. Provide us weekly documentation relating to your safety compliance, identification of
24 hazards or safety violations, actions taken to correct them, disciplinary action taken and
25 safety training undertaken.
26
27 G. Provide safety training on a regular basis to all workers as required by WISHA.
28
29 H. Conduct safety inspections as required by WISHA and report all identified hazards.
30

31 **1-08.5 Time of Completion**

32 *(April 20, 2020 SkagitR)*
33

34 This section is supplemented with the following:
35

36 Work shall not commence at the project site before July 1, 2020 and shall be completed by
37 September 30, 2020. No work shall be done below the ordinary high water mark of Maddox
38 Creek outside of the allowable in-stream construction window of July 15 to October 1, 2020,
39 as listed in the environmental permits.
40

41 **1-08.11 Preconstruction Meeting**

42 **(NEW Section)**

43 *(April 20, 2020 SkagitR)*
44

1 Section 1-08.11 is added to the Contract Special Provisions.

2
3 Within 20 days of executing the contract, the Contractor shall meet with SCPW at the construction
4 site to confirm the physical site conditions and to explain its detailed construction plan. At the
5 Contractor's request, SCPW will provide any additional measurements and site information that
6 it may have that are relevant to the execution of the work. This information, if any, shall then be
7 included as part of the Contract Documents.

8
9 **1-09. Measurement and Payment**

10 *(April 20, 2020 SkagitR)*

11
12 This section is supplemented with the following:

13
14 Measurement and payment for the specific work items will be based on the schedule in
15 Attachment 2. Estimated quantities of work items for bid purposes are listed in the proposal
16 form (Attachment 1). All other provisions of Section 1-09 are unchanged.

17
18 **1-09.6 Force Account**

19 *(April 20, 2020 SkagitR)*

20
21 This section is supplemented with the following:

22
23 Force Account shall be in accordance with Section 1-09.6 of the Standard Specifications
24 except as follows:

25
26 Force account items shall be agreed upon in the field between the contractor and the
27 inspector on a daily basis.

28
29 Payment for small tools shall be considered incidental for payment of Contractor Crew
30 Truck. In cases where no crew truck is used, payment for small tools shall be limited to
31 3-percent of amount paid for equipment. Equipment rates shall be limited to the
32 maximum amount established by the FHWA Blue Book.

33
34 **1-10.1 Description**

35 *(April 20, 2020 SkagitR)*

36
37 This section is supplemented with the following:

38
39 This work includes providing all traffic control activities necessary to perform the work.
40 These activities include flagging, spotting, signs, devices, and providing a Traffic Control
41 Supervisor. This work also includes providing Traffic Control Plans.

42
43 **1-10.2(2) Traffic Control Plans**

44 *(April 20, 2020 SkagitR)*

45
46 This section is supplemented with the following:

47

1 No traffic control plan has been provided. Any time the Contractor's operation is expected to
2 require a traffic control plan, the Contractor shall submit a traffic control plan to the Engineer
3 for approval. As construction progresses, each traffic control plan shall be modified and re-
4 submitted if deemed necessary by the Engineer. All signing and traffic control measures
5 shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of
6 Washington. Construction shall not be allowed to commence until the traffic control plan is
7 approved.

8
9 Streets within the project limits may be closed to traffic by the Contractor only under the
10 following conditions:

- 11 A. The Contractor submits a complete signing and traffic control plan to the Engineer for
12 approval five (5) working days prior to the desired implementation date.
- 13 B. Approved traffic controls to be in place and operational before commencement of
14 construction.
- 15 C. The Contractor shall have total responsibility for the procurement, installation and
16 maintenance of all traffic control devices required for the duration of the contract.
- 17 D. Traffic control as needed to provide safety for the site shall remain in place until the
18 punch list is completed or as directed by the Engineer.
- 19 E. Arterial Streets - Complete closure of any arterial is strictly prohibited unless
20 otherwise noted on the plans.
- 21 F. Flagging or lane closures of arterial streets, if allowed, shall be prohibited between
22 the hours of 7:00 a.m. to 9:00 a.m., and 4:00 p.m. to 6 p.m. unless approved by
23 County traffic personnel.

24
25 All costs encountered in the maintenance of traffic, including the placement of traffic cones,
26 construction signs, detours, etc., and traffic control within and abutting the project as
27 specified above and in the Standard Specifications shall generally be considered incidental
28 to traffic control labor unless otherwise specified and no compensation shall be allowed.

29
30 The Contractor shall use an acceptable means of securing signs, cones and barricades to
31 prevent them from being wind-blown or tipped while in service.

32 **1-10.3 Traffic Control Labor, Procedures, and Devices**

33 *(April 20, 2020 SkagitR)*

34 This section is supplemented with the following:

35
36 A full closure of LaVenture Road is not allowed. Local access shall be maintained at all times.

37 **1-11. Construction Staking**

38 **(NEW Section)**

39 *(April 20, 2020 SkagitR)*

40 Section 1-11 is added to the Contract Special Provisions.

1
2 SCPW will establish suitable elevation benchmarks and construction staking for locating the
3 principal components of the work. The Contractor shall be responsible for preserving or replacing,
4 if necessary, all benchmarks and control stakes. The Contractor shall ensure a surveying
5 accuracy within 0.1 feet vertical of the specified elevations. The Contractor shall provide SCPW
6 with a copy of any calculations and measurements used in the construction work upon request.
7

8
9 **DIVISION 2**
10 **EARTHWORK**

11
12 **2-02.1 Description**
13 *(April 20, 2020 SkagitR)*

14
15 The following is added at the end of the first sentence of Section 2-02.1:

16
17 ...or as shown on the Contract Drawings.
18

19 **2-01.2(2) Waste Site**
20 *(April 20, 2020 SkagitR)*

21
22 This section is supplemented with the following:

23
24 All debris and excavated soil that are not used as "Selected Materials" (see Section 2-
25 03.3) shall be disposed of offsite at a location to be determined by the Contracting Agency.
26 No onsite chipping or burning of debris is allowed.
27

28 **2-01.3(1) Clearing**
29 *(April 20, 2020 SkagitR)*

30
31 This section is supplemented with the following:

32
33 All trees with diameter at breast height (DBH) of 6 inches or greater that are located within
34 the clearing limits shown on the Drawings shall be considered "Selected Materials" per
35 Section 2-03.3, and shall be removed with the majority of their trunk and root wad intact
36 and re-used as large wood material (LWM) pieces in the channel reconstruction. Smaller
37 vegetation shall be cleared per the standard specification.
38

39 **2-02 Removal of Structures and Obstacles**
40 *(April 20, 2020 SkagitR)*

41
42 This section is supplemented with the following:
43

1 The existing steel culvert shall be considered to be “debris” and shall be removed and
2 disposed of at an offsite location. Alternatively, the Contractor may salvage the culvert for
3 their own use.

4
5 **2-03.3(5) Slope Treatment**

6 *(April 20, 2020 SkagitR)*

7
8 Remove the last paragraph and replace with the following:

9
10 Excavation and removal of the existing culvert fill and finish grading/dressing of the
11 resulting ravine slopes shall follow the specifications for general excavation and slope
12 treatment to the extent that they apply. Specifications for the slope and compaction are
13 included in the Drawings. At locations where the existing culvert lies beneath the finished
14 grade of the ravine slopes, the Contractor shall over-excavate as necessary to remove the
15 culvert and then backfill the trench with compacted field soil to match the finished grade
16 of the ravine slope.

17 All work required to complete slope treatment, including excavation, haul, and slope
18 rounding, shall be included in the unit Bid price for General excavation.

19 **2-03.3(10) Selected Materials**

20 *(April 20, 2020 SkagitR)*

21
22 This section is supplemented with the following:

23
24 Three types of materials that are identified in the Drawings may be considered to be
25 “Selected Materials.” Cleared trees with DBH of 6” or more may be used for purposes of
26 large wood material (LWM) habitat structures in the channel. Boulders with mean diameter
27 of 18 inches or greater that are excavated from the culvert overburden may be used as
28 “streambed boulders” in the channel. Excavated soil that meets the specification for
29 “Common Borrow” will be used in the construction of the vegetated geogrids (Section 8-
30 19, below). The use of these materials shall follow the provisions of Section 2-03.3(10)
31 as applicable.

32 The site engineer will determine the suitability of the selected LWM, boulders and common
33 fill for use in the project. The selected LWM and boulders (if any) will be considered as
34 supplemental to the LWM and boulders that are identified in the bid sheet, and the
35 Contracting Agency will pay for placement of these materials through the agency’s force
36 account. All other LWM, boulders and excavated soil shall be removed from and disposed
37 of at the off-site disposal area.

38 **2-03.3(20) Stream Bed Excavation**

39 **(New Section)**

40 *(April 20, 2020 SkagitR)*

41 Section 2-02.3(20) is added to the Contract Special Provisions.

1 The stream bed shall be excavated to the elevations, cross section and profile shown in
2 the Drawings. Excavation shall include creating irregular-shaped geomorphic features
3 such as meanders, riffles and pools at the locations and configuration shown in the
4 Drawings and in the typical details. The final channel subgrade shall be compacted to
5 match the surrounding natural soil compaction.

6 The lines and grade of the constructed channel shall be tapered to meet the lines and
7 grade of the existing channel upstream and downstream of the work boundaries in a
8 natural appearance, to the satisfaction of the site engineer.

9
10 **DIVISION 8**
11 **MISCELLANEOUS CONSTRUCTION**
12

13 **8-01.1 Description**
14 *(April 20, 2020 SkagitR)*
15

16 This section is supplemented with the following:

17
18 Stormwater best management practices (BMP's) shall be used on this project to comply
19 with the standards of the current edition of the WSDOE Stormwater Management Manual
20 for Western Washington.
21

22 The Contractor shall be responsible for meeting the requirements of all Permits and
23 comply with applicable standards, including but not limited to implementing, inspecting
24 and filing reports, maintaining, replacing, and removing Temporary Erosion and Sediment
25 controls (TESC), and Spill Prevention, Control, and Countermeasure (SPCC) measures.
26 All reporting requirements are incidental to the described items and no additional
27 measurement and payment will be made.
28

29 Products used shall be at the Contractor's discretion as long as compliance with these
30 standards are met. Installation method and removal shall be per manufacturer's
31 recommendations. Measures shall be periodically monitored for performance and
32 sediment accumulation. The cost of said monitoring, maintenance and removal shall be
33 incidental to the unit bid price for this item. The Contractor shall be responsible for
34 removing temporary measures prior to applying any final restoration.
35

36 This work shall consist of implementation and maintenance of erosion and sediment
37 controls before, during and following construction and in accordance with Section 1-07.15
38 as amended in the Special Provisions. Work shall include the furnishing and delivery of
39 all required materials; installing and maintaining all temporary and permanent erosion and
40 sedimentation control measures; preparing slopes; seeding, fertilizing, and mulching; and
41 temporary covering of graded slopes, disturbed areas, and stockpile areas in accordance
42 with these Specifications, as shown on the Contract Drawings or as designated by the
43 Engineer. These facilities shall be upgraded as needed for unexpected storm events, slow
44 construction progress or to accommodate special construction practices. The Contractor
45 shall implement these and any additional practices and facilities to prevent the transport
46 of sediment from the project.
47

1 If sediment laden water which is in violation of applicable water quality standards leaves
2 the site, then the erosion control measures are inadequate and additional maintenance or
3 facilities are required.

4
5 The Contractor shall not allow the area of work to exceed his ability to adequately prevent
6 sediment from leaving the project site.
7

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

9 *(April 20, 2020 SkagitR)*

10
11 This section is supplemented with the following:

12
13 The Contractor shall furnish, install and maintain various measures (aka “best
14 management practices” or BMPs) at the work site to stabilize soil from excessive erosion
15 and protect off-site waterbodies from sediment runoff. Specific BMPs are listed in Sheet
16 13 “Work Sequencing and Temporary Erosion and Sediment Control (TESC) Measures”
17 in the plan set. Additional BMPs may be identified in the project’s Stormwater Pollution
18 Prevention Plan (SWPPP) and NPDES construction stormwater general permit.
19 Applicable provisions of the WDFW Hydraulic Project Approval are incorporated by
20 reference.
21

22 The Contractor shall prepare a SWPPP if required by the Contracting Agency. Prior to
23 commencing work on the project, the Contractor shall attend an on-site meeting with the
24 Contracting Agency to identify TESC BMPs required for this project. At that time the
25 Contractor and Contracting Agency may modify the specified TESC measures as
26 appropriate from the forecasted weather conditions.
27

28 **8-01.3(9) Sediment Control Barriers**

29 *(April 20, 2020 SkagitR)*

30
31 This section is supplemented with the following:

32
33 The TESC plan in the drawings supplements specifies use of C-150 coir erosion control
34 fabric or equivalent. The fabric shall be installed and staked per the specification and the
35 manufacturer’s guidance.
36

37 Other TESC BMPs, including but not limited to installation of straw wattles and
38 hydroseeding, shall be done per the specifications in Section 8-01.3.
39
40

1 **8-01.4 Measurement**

2 *(April 20, 2020 SkagitR)*

3

4 This section is supplemented with the following:

5

6 Units of measurement of specified TESC BMPs are specified in the bid sheet. BMPs for
7 which no specific unit of measurement is identified, if any, shall apply to Force Account
8 item "Temporary Erosion and Sedimentation Control."
9

9

10 **8-01.5 Payment**

11 *(April 20, 2020 SkagitR)*

12

13 This section is supplemented with the following:

14

15 Payment for specified TESC BMPs shall be made per the basis of payment listed in the
16 bid sheet. Costs incurred for BMPs that are not specified, if any, shall be paid by force
17 account according to the provisions of Section 8-01.5 and Section 1-09.6. An estimated
18 force account amount has been added to the bid proposal to provide a common basis of
19 bid for all bidders.
20

20

21 **8-02.3(2)C Plant Establishment Plan**

22 *(April 20, 2020 SkagitR)*

23

24 Delete this section in its entirety and replaced with the following:

25

26 Permanent planting shall be done under a separate contract and is not included in these
27 special provisions.
28

28

29 **8-03.1 Description**

30 *(April 20, 2020 SkagitR)*

31

32 This section is supplemented with the following:

33

34 The contractor shall apply water to the vegetated geogrid at the time of construction, as
35 specified in Section 8-19.3 (new section).
36

36

37 **8-03.5 Payment**

38 *(April 20, 2020 SkagitR)*

39

40 This section is supplemented with the following:

41

42 Payment shall be included in the unit cost for vegetated geogrid construction, per Section
43 8-19.5 (new section).
44

44

45

1 **8-05 In-stream Work Area Isolation, Dewatering and Fish Exclusion**
2 **(New Section)**
3 *(April 20, 2020 SkagitR)*

4
5 Section 8-05 is added to the Contract Special Provisions.
6

7 **8-05.1 Description and Purpose**
8

9 The Work shall consist of providing, installing, operating, removing and disposing of
10 temporary measures (aka “best management practices” or BMPs) for excluding fish from,
11 isolating and dewatering the work area from Maddox Creek upstream and downstream of
12 the work site. The purpose of the work is to protect water quality and fish from construction-
13 related turbidity impacts.
14

15 **8-05.2 Specific BMPs and Materials**
16

17 The Contractor shall design, provide materials for, construct, operate and maintain the
18 specific BMPs that are identified in Sheet 13 “Work Sequencing and TESC Measures” of
19 the drawing set. Additional BMPs may be identified in the project’s Hydraulic Project
20 Approval (HPA) and SWPPP. Applicable provisions of the HPA and SWPPP are
21 incorporated into this specification by reference.
22

23 The Contractor shall submit a stream isolation and dewatering plan, which details the
24 design and operation of the required BMPs, as part of the submittals identified in Section
25 1-05.3 “Drawings and Working Drawings.”. The plan may be part of the overall SWPPP,
26 if applicable. The Contractor shall not commence construction until the Contracting
27 Agency approves the plan.
28

29 **8-05.3 Construction Requirements**
30

31 All construction work shall be done in accordance with the BMPs identified in the approved
32 stream isolation and dewatering plan, including but not necessarily limited to the following
33 items.
34

34 **8-05.3(1) Work Area Isolation**
35

36 The Contractor shall isolate the work area as required to protect Maddox Creek from
37 turbidity impacts during construction activities. Specific work items are identified in the
38 drawings and HPA permit. The Contractor shall be responsible for installing maintaining
39 the work items so that they function as intended throughout the duration of the construction
40 work.

41 If turbidity or sediment from the work area is found to be impacting Maddox Creek at levels
42 that may constitute a violation of any water quality requirements or permit conditions, the
43 Contractor shall stop work to allow dissipation of turbidity or sediment until water quality
44 returns to within the relevant water quality standards.
45

1 Prior to recommencing work, the Contractor's certified erosion and sediment control lead
2 (CESCL) and the site engineer will identify and implement measures to control the
3 turbidity. Measures may include but not necessarily be limited to:

- 4
- 5 1. Conducting an inspection of all controls to identify any potential problems.
6 Immediately repair and/or replace any controls found to not be effective.
- 7 2. Augmenting existing controls as necessary.
- 8 3. Altering work methods and/or means as necessary to prevent any further occurrences
9 of violations in water quality.
- 10 4. After performing all of the above, work activities may be continued provided water
11 quality conditions are met.
- 12

13 **8-05.3(2) Work Area Dewatering**

14 The Contractor shall dewater the work area as required to construct the work and to
15 protect Maddox Creek from turbidity impacts during construction activities. Specific work
16 items are identified in the drawings and HPA permit and SWPPP plan, as appropriate. The
17 Contractor shall be responsible for installing, operating and maintaining the work items so
18 that they function effectively and in compliance with the relevant permit conditions
19 throughout the duration of the construction work.

20

21 If turbidity or sediment from the work area is found to be impacting Maddox Creek at levels
22 that may constitute a violation of any water quality requirements or permit conditions, the
23 Contractor shall stop work immediately and take effective action to correct the situation,
24 per the actions specified in Item 8-05.3(1).

25

26 **8-05.3(3) Fish Exclusion and Notifications**

27 If required, the Contracting Agency shall be responsible for completing the fish exclusion
28 activities at the work site, per the requirements of the HPA. At the Contracting Agency
29 request, the Contractor shall assist its staff with fish exclusion tasks. The Contractor shall
30 notify the Contracting Agency a minimum of 3 working days prior to starting any in-stream
31 construction activities, and shall make the stream isolation area safe and assessable, to
32 allow the Contracting Agency to complete fish exclusion activities. In-water work shall not
33 commence until the Contracting Agency has completed the fish exclusion activities. It is
34 anticipated the fish exclusion activities will take one day to complete. Fish exclusion will
35 not be scheduled for Friday, Saturday or Sunday.

36

37 **8-05.3(4) Removal of Temporary Work Area Isolation Measures**

38 After completing all work in the isolated channel area, the Contractor shall remove all of
39 its temporary stream isolation and dewatering materials measures. The Contractor shall
40 notify the Contracting Agency two days before removing the temporary measures. If
41 excessive turbidity impacts are observed after removing the temporary controls, the
42 Contractor will take appropriate measures to address the turbidity, per the instructions of
43 the site engine and CESCL, as outlined in Item 8-05.3(1).

1 **8-05.4 Measurement**
2 No specific unit of measure shall apply to the “Work Area Stream Isolation and Dewatering”
3 lump sum item.
4

5 **8-05.5 Payment**
6 Payment for stream isolation and dewatering shall be on a lump sum basis for completion
7 of this bid item, per the bid sheet. In the unlikely event that wet weather conditions require
8 pumping to dewater the work area, the Contracting Agency will reimburse the contractor’s
9 actual cost of operating the pump(s) from the force account.
10

11 **8-19 Vegetated Geogrid**
12 **(New Section)**
13 *(April 20, 2020 SkagitR)*
14

15 Section 8-19 is added to the Contract Special Provisions.
16

17 **8-19.1 Description and Purpose**

18 Vegetated geogrid shall be constructed at the locations and to the elevations shown on
19 the Drawings to stabilize steep hill slopes adjacent to Maddox Creek from erosion.

20 **8-19.2 Materials**

21 Vegetated geogrid shall consist of inner and outer fabrics, common borrow soil, live willow
22 cuttings, wood stakes and sandbags, as specified below. The Contractor shall submit
23 samples of the willow cuttings to the Contracting Agency for approval at least ten days
24 prior to use.

25 Fabric for Soil Lifts

26 The inner fabric shall be Rolanka BioD-OCF 30, North American Green C125BN, or
27 approved equivalent made from biodegradable coconut fiber (coir) stitched between two
28 biodegradable jute nets. The minimum weight of the inner fabric shall be 8 ounces per
29 square and the tensile strength shall be a minimum of 125 lbs./ft. The outer coir fabric
30 shall be Rolanka BioD-Mat 90, Belton Geocoir 900, or an approved equivalent made from
31 biodegradable coconut fiber (coir) woven into a flexible fabric. The minimum weight of the
32 outer fabric shall be 20 ounces per square and the wet tensile strength shall be a minimum
33 of 1200 lbs./ft in the machine direction and 450 lbs./ft in the cross (transverse) direction.

34 Fill Soils

35 Fill for vegetated geogrids shall be coarse grained, “loam” field soil (not clay or silt) sourced
36 from the excavated culvert overburden, meeting the requirements of Section 9-03.14(3)
37 Common Borrow. Topsoil shall meet the requirements of Section 8-02.3(4)A “Topsoil
38 Type A,” specified as follows:

1 Topsoil shall be a commercial-grade topsoil-compost garden soil mix with a compost
2 content of at least 25 percent. The contractor will provide a sample or certification from
3 the supplier for the contracting agency's approval.

4 Sandbags

5 Sandbags shall be made from jute or other biodegradable plant fibers sufficient to hold
6 common borrow soil without tearing or leaking when full. The size of each filled bag is
7 approximately 16 inch by 24 inch.

8 Wood Stakes

9 Wood stakes shall 18 to 24 inches long, with wedge-shaped points and in sound condition.

10 Willow Cuttings

11 Willow cuttings shall be 4 feet to 5 feet long branches or stems cut from live willow shrubs
12 or trees. The cuttings shall be at least 1.5-inch diameter at the butt (thick) end and have
13 branches and leaves trimmed off. Cuttings shall be cut no more than 2 days before
14 installation in the vegetated geogrid, and then soaked in water and kept damp and covered
15 until use. Cuttings may be supplied by the Contracting Agency depending on the final
16 contract terms.

17 **8-19.3 Construction Requirements**

18 The Contractor shall prepare the ground and install the components of the vegetated
19 geogrids as described in this section and as shown in the Drawings.

20 Foundation

21 The ground surface for the base layer of geogrid shall be prepared using common borrow
22 soil to make a smooth and even foundation. The foundation shall slope slightly downward
23 into the bank (away from the waterline), as shown in the Drawings.

24 Geogrid Lifts

- 25 1. For each vegetated geogrid lift, the Contractor shall place a continuous section of the outer
26 layer of coir fabric with an inner layer of coir fabric on top of it. Seams between the inner
27 sections shall be located midway between the seams of the outer layer sections. Seams
28 shall be overlapped, with the overlap oriented in the downstream direction. Each
29 overlapped section shall be secured in place with at least four wood stakes.
30
- 31 2. The Contractor shall place sand bags at the face of the soil lift and then backfill the lift with
32 Common Borrow to the depth shown in the Drawings. The fill then shall be compacted so
33 that there are no voids.
34
- 35 3. The Contractor shall wrap the soil lifts fabrics over the sandbag/fill layer to enclose the
36 Common Fill while keeping the fabrics taut. The rear edge of the fabrics shall be folded

1 back a minimum of 18-inches and anchored with wood stakes at a maximum of 4 feet on
2 center stake spacing.

- 3
- 4 4. Following compaction, the inner and outer fabric layers shall be wrapped tautly over the
5 sand bags and fill. The fabric layers shall overlay the fill by at least two feet and anchored
6 in place with wood stakes spaced no more than four feet apart.
- 7
- 8 5. Following staking of each lift, it shall be covered with approximately 3 inches of topsoil and
9 a continuous row of live willow cuttings placed on the topsoil at a spacing of one stem per
10 every 3 feet. Install the cuttings with the butt (thick) end at the back (landward) side of the
11 lift, with about 3/4 of the length of the cutting and at least one of the cutting's growth nodes
12 lying in the topsoil and about 1/4 protruding beyond the face of the geogrid towards the
13 creek. Backfill the entire area between soil lifts with a 3-inch layer of topsoil and lightly
14 tamp.
- 15
- 16 6. After completion of each lift the Contractor shall apply water at a rate sufficient to saturate
17 the entire depth of topsoil layer without running off the surface.
- 18
- 19 7. The top lift and the ends of the geogrid shall be formed to make a smooth transition into
20 the stream bank, matching the slope and alignment of the adjacent (untreated) bank.
- 21
- 22 8. The geogrids shall be field fit over the landward ends of any LWM pieces (if any) so that
23 the LWM trunks are buried by the lifts.

24 **8-19.4 Measurement**

25 Vegetated geogrids will be measured per linear foot along the ground line of each lift layer
26 completed.

27 **8-19.5 Payment**

28 Payment will be made in accordance with Section 1-04.1 for "Vegetated Geogrid", per
29 linear foot." The unit Contract price shall include but not limited all materials (except the
30 cuttings, which will be supplied by the Contracting Agency) and labor specified to construct
31 the Vegetated Geogrid.

32

33 **8-28 Large Wood Material (LWM) Habitat Structures**
34 **(New Section)**

35 *(April 20, 2020 SkagitR)*

36

37 Section 8-28 is added to the Contract Special Provisions.
38

1 **8-28.1 Description and Purpose**

2 Large wood material (LWM) habitat structures shall be constructed at the locations,
3 configurations and elevations as shown in the Drawings to provide instream habitat
4 functions for fish.

5 **8-28.2 Materials**

6 LWM habitat structures shall consist of all materials specified for each type of structure
7 listed in the Drawings, including tree trunks and root wads, log pilings, cabling and other
8 anchoring materials, as specified below. The Contracting Agency may provide some of
9 the LWM materials, as specified in the contract. The Contractor shall provide all other
10 necessary materials and deliver them to the work site. The Contractor shall provide a
11 sample of the Type 1 and Type 2 LWM habitat structure tree trunk/root wad units to the
12 Contracting Agency for approval at least 10 days before starting construction.

13 Type 1 LWM Habitat Structure

14 All Type 1 LWM pieces and log pilings shall be fir, hemlock or cedar in sound condition (no
15 rot). Each structure shall consist of one tree trunk with its rootwad attached, one log piling,
16 cable and clamps, as shown in the Drawings. Type 1 LWM tree trunks shall be at least
17 12-inches diameter at breast height (DBH) with the root wad at least 3-feet in diameter.
18 The total length of the trunk and root wad shall be at least 24 feet. Root wads shall be free
19 of attached rock and soil.

20 Log pilings shall be at least 9 feet long and 8-inches diameter at the narrow end and
21 sharpened to a point at the narrow end. Anchor cable shall be 3/8-inch, galvanized logging
22 cable. Clamps and staples shall be heavy duty, galvanized steel or equivalent.

23 Type 2 LWM Habitat Structure

24 All Type 2 LWM pieces shall be fir, hemlock or cedar in sound condition (no rot). Each
25 structure shall consist of one tree trunk with its rootwad attached, two log pilings, cable
26 and clamps, as shown in the Drawings. Type 2 LWM tree trunks shall be at least 10-
27 inches diameter at breast height (DBH) with the root wad at least 2-feet in diameter. The
28 total length of the trunk and root wad shall be at least 12 feet. Log pilings and cable shall
29 be the same materials as for Type 1 LWM Habitat Structures.

30 Type 3 LWM Habitat Structure

31 Type 3 LWM pieces shall be tree trunks of any native tree species, in sound condition (no
32 rot), with or without a rootwad attached. Each piece shall be at least 6" DBH and at least
33 8-feet long. All Type 3 Habitat Structure LWM pieces will be provided by the Contracting
34 Agency from individual cleared trees flagged by the site manager. Type 3 Habitat
35 Structures do not include log pilings or anchor cabling, but shall be placed unanchored
36 directly in the channel.

1 **8-28.3 Construction Requirements**

2 The Contractor shall install LWM Habitat Structures at the locations, configurations,
3 elevations and ballasting configurations shown on the Drawings. The site engineer may
4 direct the Contractor to modify the location and configuration of each structure, depending
5 on site conditions.

6 The Contractor shall exercise care when installing habitat structures to ensure that the
7 method of installation minimizes disturbance of waterways and prevents sediment or
8 pollutant discharge into water.

9 **8-28.4 Measurement**

10 LWM Habitat Structures will be measured per each structure installed per the designs
11 shown in the Drawings

12 **8-28.5 Payment**

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

14 “LWM Habitat Structure” per each:

15 The bid item price shall include all costs including materials, labor, equipment and
16 appurtenances required for construction of each structure, as shown in the Drawings.

17

18

DIVISION 9

19

MATERIALS

20 **9-03.11(1) Streambed Sediment (“Gravel and Cobble Stream Bed Mix”)**

21 *(April 20, 2020 SkagitR)*

22

23 *This section shall be removed in its entirety and replaced with the following:*

24

25 A 6-inch depth of stream bed sediment shall be placed on the finished channel subgrade
26 to match the final elevations and channel cross sections, as shown in the Drawings and
27 typical details. Placement of stream bed sediment shall be done following construction of
28 all large wood material (LWM), habitat boulders, vegetated geogrid and other channel
29 features, as specified in Special Provision Division 8.

30 The stream bed sediment mix shall consist of a well-sorted mix of gravel to large cobbles
31 with particle size ranging from less than 0.25 inch to 8 inches, in the following proportions:

- 32 • 55-60 percent of the total mass shall be gravel of size passing a 0.5-inch screen
- 33 • 20-25 percent of the total mass shall be coarse gravel and small cobbles between 1.5
34 inches and 3.5 inches
- 35 • 15-20 percent of the total mass shall be cobbles between 3.5 inches and 8 inches.

1 The Contractor shall provide a screening gradation curve of the proposed stream bed mix
2 from the source quarry for approval by the site engineer prior to acceptance for use in the
3 project.

4 **9-03.11(2) Stream Bed Cobbles**

5 *(April 20, 2020 SkagitR)*

6
7 This section is supplemented with the following:

8
9 Stream bed cobbles shall be clean, naturally-occurring, rounded rock with median
10 dimension (D_{50}) size distribution of 6" to 8", as listed in the drawings. Cobbles shall be
11 placed at the locations, depths and configurations shown in the drawings.

12 **9-03.11(3) Stream Bed Boulders**

13 *(April 20, 2020 SkagitR)*

14
15 This section is supplemented with the following:

16
17 Stream bed boulders shall be durable, non-friable rock free of cracks or other defects that
18 compromise their integrity. Boulders shall be rounded to sub-angular in shape, with no
19 dimension exceeding twice any other dimension. The D_{50} size distribution shall be 18
20 inches to 24 inches, as shown in the Drawings. For the purposes of the specification, the
21 boulder size shall be calculated as the average of its three dimensions (length, width and
22 thickness).

23 The contractor shall provide a sample of the proposed stream bed boulders for approval
24 by the site engineer prior to acceptance for the project.

25 **9-14.1(1) Topsoil A**

26 *(April 20, 2020 SkagitR)*

27
28 This section is supplemented with the following:

29
30 The topsoil for use in the vegetated geogrid shall be a commercial-grade topsoil-
31 compost garden soil mix with a compost content of at least 25 percent. The contractor
32 will provide a sample or certification from the supplier for the contracting agency's
33 approval. Compost shall meet the specification in Section 9-14.5(8) "Compost."

APPENDIX A
WA State Prevailing Wages

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: 4/6/2020

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Skagit	Asbestos Abatement Workers	Journey Level	\$50.86	<u>5D</u>	<u>1H</u>		View
Skagit	Boilermakers	Journey Level	\$69.29	<u>5N</u>	<u>1C</u>		View
Skagit	Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		View
Skagit	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	<u>5A</u>	<u>1M</u>		View
Skagit	Building Service Employees	Janitor	\$13.50		<u>1</u>		View
Skagit	Building Service Employees	Shampooer	\$13.50		<u>1</u>		View
Skagit	Building Service Employees	Waxer	\$13.50		<u>1</u>		View
Skagit	Building Service Employees	Window Cleaner	\$13.50		<u>1</u>		View
Skagit	Cabinet Makers (In Shop)	Journey Level	\$18.85		<u>1</u>		View
Skagit	Carpenters	Acoustical Worker	\$62.44	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Carpenter	\$62.44	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Carpenters on Stationary Tools	\$62.57	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Creosoted Material	\$62.54	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Finisher	\$62.44	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Layer	\$62.44	<u>7A</u>	<u>4C</u>		View
Skagit	Carpenters	Scaffold Erector	\$62.44	<u>7A</u>	<u>4C</u>		View
Skagit	Cement Masons	Application of all Composition Mastic	\$62.97	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Epoxy Material	\$62.47	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Plastic Material	\$62.97	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Sealing Compound	\$62.47	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Underlayment	\$62.97	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons	Building General	\$62.47	<u>7A</u>	<u>4U</u>		View
Skagit	Cement Masons		\$62.97	<u>7A</u>	<u>4U</u>		View

		Composition or Kalman Floors				
Skagit	Cement Masons	Concrete Paving	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Curb & Gutter Machine	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Curing Concrete	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Finish Colored Concrete	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Floor Grinding	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Floor Grinding/Polisher	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Green Concrete Saw, self-powered	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Grouting of all Plates	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Gunite Nozzleman	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Hand Powered Grinder	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Journey Level	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Patching Concrete	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Pneumatic Power Tools	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Power Chipping & Brushing	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Sand Blasting Architectural Finish	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Screed & Rodding Machine	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Troweling Machine Operator	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Cement Masons	Tunnel Workers	\$62.97	<u>7A</u>	<u>4U</u>	View
Skagit	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Dive Supervisor/Master	\$79.23	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Diver	\$116.20	<u>7A</u>	<u>4C</u>	<u>8V</u> View
Skagit	Divers & Tenders	Diver On Standby	\$74.23	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Diver Tender	\$67.31	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Manifold Operator	\$67.31	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.31	<u>7A</u>	<u>4C</u>	View
Skagit	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	<u>7A</u>	<u>4C</u>	View
Skagit	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	View
Skagit	Dredge Workers		\$56.00	<u>5D</u>	<u>3F</u>	View

		Assistant Mate (Deckhand)					
Skagit	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>		View
Skagit	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>		View
Skagit	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>		View
Skagit	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>		View
Skagit	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>		View
Skagit	Drywall Applicator	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		View
Skagit	Drywall Tapers	Journey Level	\$62.81	<u>5P</u>	<u>1E</u>		View
Skagit	Electrical Fixture Maintenance Workers	Journey Level	\$21.48		<u>1</u>		View
Skagit	Electricians - Inside	Cable Splicer	\$75.42	<u>7H</u>	<u>1E</u>		View
Skagit	Electricians - Inside	Construction Stock Person	\$36.47	<u>7H</u>	<u>1D</u>		View
Skagit	Electricians - Inside	Journey Level	\$70.63	<u>7H</u>	<u>1E</u>		View
Skagit	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>		View
Skagit	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		View
Skagit	Electricians - Powerline Construction	Cable Splicer	\$82.39	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Certified Line Welder	\$75.64	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Groundperson	\$49.17	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Meter Installer	\$49.17	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
Skagit	Electricians - Powerline Construction	Pole Sprayer	\$75.64	<u>5A</u>	<u>4D</u>		View
Skagit	Electricians - Powerline Construction	Powderperson	\$56.49	<u>5A</u>	<u>4D</u>		View
Skagit	Electronic Technicians	Electronic Technicians Journey Level	\$45.23	<u>5B</u>	<u>1B</u>		View
Skagit	Elevator Constructors	Mechanic	\$97.31	<u>7D</u>	<u>4A</u>		View
Skagit	Elevator Constructors	Mechanic In Charge	\$105.06	<u>7D</u>	<u>4A</u>		View
Skagit	Fabricated Precast Concrete Products	Journey Level	\$13.50		<u>1</u>		View
Skagit	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>		View
Skagit	Fence Erectors	Fence Erector	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Fence Erectors	Fence Laborer	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Flaggers	Journey Level	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Skagit	Glaziers	Journey Level	\$66.51	<u>7L</u>	<u>1Y</u>		View
Skagit	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	<u>5J</u>	<u>4H</u>		View

Skagit	Heating Equipment Mechanics	Mechanic	\$75.25	7F	1E		View
Skagit	Hod Carriers & Mason Tenders	Journey Level	\$52.44	7A	4V	8Y	View
Skagit	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		1		View
Skagit	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Skagit	Inland Boatmen	Cook	\$56.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Skagit	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Skagit	Inland Boatmen	Mate	\$57.31	5B	1K		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.50		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.50		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.50		1		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.50		1		View
Skagit	Insulation Applicators	Journey Level	\$62.44	7A	4C		View
Skagit	Ironworkers	Journeyman	\$73.73	7N	1O		View
Skagit	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Airtrac Drill Operator	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Ballast Regular Machine	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Batch Weighman	\$43.11	7A	4V	8Y	View
Skagit	Laborers	Brick Pavers	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Brush Cutter	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Brush Hog Feeder	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Burner	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Caisson Worker	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Carpenter Tender	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Cement Dumper-paving	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Cement Finisher Tender	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Change House Or Dry Shack	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Chipping Gun (30 Lbs. And Over)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Chipping Gun (Under 30 Lbs.)	\$50.86	7A	4V	8Y	View

Skagit	Laborers	Choker Setter	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Chuck Tender	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Clary Power Spreader	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Clean-up Laborer	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Concrete Dumper/Chute Operator	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Concrete Form Stripper	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Concrete Placement Crew	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Concrete Saw Operator/Core Driller	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Crusher Feeder	\$43.11	7A	4V	8Y	View
Skagit	Laborers	Curing Laborer	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Ditch Digger	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Diver	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Dry Stack Walls	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Dump Person	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Epoxy Technician	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Erosion Control Worker	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Faller & Bucker Chain Saw	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Fine Graders	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Firewatch	\$43.11	7A	4V	8Y	View
Skagit	Laborers	Form Setter	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Gabian Basket Builders	\$50.86	7A	4V	8Y	View
Skagit	Laborers	General Laborer	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Grade Checker & Transit Person	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Grinders	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Grout Machine Tender	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Guardrail Erector	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level A)	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level B)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level C)	\$50.86	7A	4V	8Y	View
Skagit	Laborers	High Scaler	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Jackhammer	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Laserbeam Operator	\$51.80	7A	4V	8Y	View

Skagit	Laborers	Maintenance Person	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Manhole Builder-Mudman	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Material Yard Person	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Motorman-Dinky Locomotive	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Guniting, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Pavement Breaker	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Pilot Car	\$43.11	7A	4V	8Y	View
Skagit	Laborers	Pipe Layer Lead	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Pipe Layer/Tailor	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Pipe Pot Tender	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Pipe Reliner	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Pipe Wrapper	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Pot Tender	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Powderman	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Powderman's Helper	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Power Jacks	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Railroad Spike Puller - Power	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Raker - Asphalt	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Re-timberman	\$52.44	7A	4V	8Y	View
Skagit	Laborers	Remote Equipment Operator	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Rigger/Signal Person	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Rip Rap Person	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Rivet Buster	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Rodder	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Scaffold Erector	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Scale Person	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Sloper (Over 20")	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Sloper Sprayer	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Spreader (Concrete)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Stake Hopper	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Stock Piler	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Swinging Stage/Boatswain Chair	\$43.11	7A	4V	8Y	View
Skagit	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Tamper (Multiple & Self-propelled)	\$51.80	7A	4V	8Y	View

Skagit	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Toolroom Person (at Jobsite)	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Topper	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Track Laborer	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Track Liner (Power)	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Traffic Control Laborer	\$46.10	7A	4V	9C	View
Skagit	Laborers	Traffic Control Supervisor	\$46.10	7A	4V	9C	View
Skagit	Laborers	Truck Spotter	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Tugger Operator	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	7A	4V	9B	View
Skagit	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	7A	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	\$52.54	7A	4V	8Y	View
Skagit	Laborers	Vibrator	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Vinyl Seamer	\$50.86	7A	4V	8Y	View
Skagit	Laborers	Watchman	\$39.18	7A	4V	8Y	View
Skagit	Laborers	Welder	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Well Point Laborer	\$51.80	7A	4V	8Y	View
Skagit	Laborers	Window Washer/Cleaner	\$39.18	7A	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	General Laborer & Topman	\$50.86	7A	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	7A	4V	8Y	View

Skagit	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	7A	4V	8Y	View
Skagit	Landscape Construction	Landscape Operator	\$68.02	7A	3K	8X	View
Skagit	Landscape Maintenance	Groundskeeper	\$14.18		1		View
Skagit	Lathers	Journey Level	\$62.44	5D	1H		View
Skagit	Marble Setters	Journey Level	\$58.82	5A	1M		View
Skagit	Metal Fabrication (In Shop)	Fitter	\$15.16		1		View
Skagit	Metal Fabrication (In Shop)	Laborer	\$13.50		1		View
Skagit	Metal Fabrication (In Shop)	Machine Operator	\$13.50		1		View
Skagit	Metal Fabrication (In Shop)	Painter	\$13.50		1		View
Skagit	Metal Fabrication (In Shop)	Welder	\$15.16		1		View
Skagit	Millwright	Journey Level	\$63.94	7A	4C		View
Skagit	Modular Buildings	Journey Level	\$13.50		1		View
Skagit	Painters	Journey Level	\$43.40	6Z	2B		View
Skagit	Pile Driver	Crew Tender	\$67.31	7A	4C		View
Skagit	Pile Driver	Crew Tender/Technician	\$67.31	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$77.93	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$91.93	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	7A	4C		View
Skagit	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	7A	4C		View
Skagit	Pile Driver	Journey Level	\$62.69	7A	4C		View
Skagit	Plasterers	Journey Level	\$59.42	7Q	1R		View
Skagit	Playground & Park Equipment Installers	Journey Level	\$13.50		1		View
Skagit	Plumbers & Pipefitters	Journey Level	\$76.22	5A	1G		View

Skagit	Power Equipment Operators	Asphalt Plant Operators	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Assistant Engineer	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Barrier Machine (zipper)	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Batch Plant Operator: concrete	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Bobcat	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Brooms	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Bump Cutter	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Cableways	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Chipper	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Compressor	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Conveyors	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes friction: 200 tons and over	\$71.26	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators		\$68.02	7A	3K	8X	View

		Cranes: through 19 tons with attachments, A-frame over 10 tons					
Skagit	Power Equipment Operators	Crusher	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Derricks, On Building Work	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Dozers D-9 & Under	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Drilling Machine	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Guardrail Punch	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Loaders, Plant Feed	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators		\$68.02	7A	3K	8X	View

		Loaders: Elevating Type Belt					
Skagit	Power Equipment Operators	Locomotives, All	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Material Transfer Device	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Motor Patrol Graders	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Pavement Breaker	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Power Plant	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Pumps - Water	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Rigger and Bellman	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Rollagon	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View

Skagit	Power Equipment Operators	Saws - Concrete	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Scrapers - Concrete & Carry All	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Service Engineers - Equipment	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators	Slipform Pavers	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Subgrader Trimmer	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View
Skagit	Power Equipment Operators	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Trenching Machines	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators	Welder	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View

Skagit	Power Equipment Operators	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Brooms	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cableways	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Chipper	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Compressor	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	\$71.26	7A	3K	8X	View

Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Crusher	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
Skagit		Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water						
Skagit	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$68.55	7A	3K	8X	View

Skagit	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
Skagit			\$69.16	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment					
Skagit	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>
Skagit			\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	<u>View</u>

	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons					
Skagit	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Welder	\$69.16	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View
Skagit	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
Skagit	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$53.10	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Spray Person	\$50.40	5A	4A		View
Skagit		Tree Equipment Operator	\$53.10	5A	4A		View

	Power Line Clearance Tree Trimmers					
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer	\$47.48	<u>5A</u>	<u>4A</u>	View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$36.10	<u>5A</u>	<u>4A</u>	View
Skagit	Refrigeration & Air Conditioning Mechanics	Journey Level	\$76.21	<u>5A</u>	<u>1G</u>	View
Skagit	Residential Brick Mason	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Carpenters	Journey Level	\$23.34		<u>1</u>	View
Skagit	Residential Cement Masons	Journey Level	\$20.67		<u>1</u>	View
Skagit	Residential Drywall Applicators	Journey Level	\$46.43	<u>7A</u>	<u>4C</u>	View
Skagit	Residential Drywall Tapers	Journey Level	\$34.10		<u>1</u>	View
Skagit	Residential Electricians	Journey Level	\$34.22		<u>1</u>	View
Skagit	Residential Glaziers	Journey Level	\$45.90	<u>7L</u>	<u>1H</u>	View
Skagit	Residential Insulation Applicators	Journey Level	\$18.03		<u>1</u>	View
Skagit	Residential Laborers	Journey Level	\$20.98		<u>1</u>	View
Skagit	Residential Marble Setters	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Painters	Journey Level	\$17.05		<u>1</u>	View
Skagit	Residential Plumbers & Pipefitters	Journey Level	\$47.10	<u>5A</u>	<u>1G</u>	View
Skagit	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$44.20	<u>5A</u>	<u>1G</u>	View
Skagit	Residential Sheet Metal Workers	Journey Level	\$27.01		<u>1</u>	View
Skagit	Residential Soft Floor Layers	Journey Level	\$30.31		<u>1</u>	View
Skagit	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$32.87		<u>1</u>	View
Skagit	Residential Stone Masons	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Terrazzo Workers	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Terrazzo/Tile Finishers	Journey Level	\$35.85		<u>1</u>	View
Skagit	Residential Tile Setters	Journey Level	\$32.30		<u>1</u>	View
Skagit	Roofers	Journey Level	\$31.84		<u>1</u>	View
Skagit	Sheet Metal Workers	Journey Level (Field or Shop)	\$75.25	<u>7F</u>	<u>1E</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair		\$76.61	<u>5J</u>	<u>4H</u>	View

		New Construction Heat & Frost Insulator				
Skagit	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Machinist	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Electrician	\$46.22	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
Skagit	Sign Makers & Installers (Electrical)	Journey Level	\$16.03		<u>1</u>	View
Skagit	Sign Makers & Installers (Non-Electrical)	Journey Level	\$13.50		<u>1</u>	View
Skagit	Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>	View
Skagit	Solar Controls For Windows	Journey Level	\$13.50		<u>1</u>	View
Skagit	Sprinkler Fitters (Fire Protection)	Journey Level	\$82.39	<u>5C</u>	<u>1X</u>	View
Skagit	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.50		<u>1</u>	View
Skagit	Stone Masons	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	View

Skagit	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		<u>1</u>		View
Skagit	Surveyors	Assistant Construction Site Surveyor	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Skagit	Surveyors	Chainman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Skagit	Surveyors	Construction Site Surveyor	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Skagit	Telecommunication Technicians	Telecom Technician Journey Level	\$45.23	<u>5B</u>	<u>1B</u>		View
Skagit	Telephone Line Construction - Outside	Cable Splicer	\$41.81	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$23.53	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Television System Technician	\$35.20	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Television Technician	\$31.67	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	<u>5A</u>	<u>2B</u>		View
Skagit	Terrazzo Workers	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>		View
Skagit	Tile Setters	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>		View
Skagit	Tile, Marble & Terrazzo Finishers	Finisher	\$44.89	<u>5A</u>	<u>1B</u>		View
Skagit	Traffic Control Stripers	Journey Level	\$47.68	<u>7A</u>	<u>1K</u>		View
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Skagit	Truck Drivers	Asphalt Mix To 16 Yards	\$60.00	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Skagit	Truck Drivers	Dump Truck	\$60.00	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Skagit	Truck Drivers	Dump Truck & Trailer	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Skagit	Truck Drivers	Other Trucks	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Skagit	Truck Drivers - Ready Mix	Transit Mix	\$60.84	<u>5D</u>	<u>4Y</u>	<u>8L</u>	View
Skagit	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$13.50		<u>1</u>		View
Skagit		Oiler	\$13.50		<u>1</u>		View

	Well Drillers & Irrigation Pump Installers					
Skagit	Well Drillers & Irrigation Pump Installers	Well Driller	\$13.50		<u>1</u>	<u>View</u>

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

3.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
 - C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

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

EXCEPTION:

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

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

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

4. L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.
- N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.
- O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.
- P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.
- Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

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

Holiday Codes

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

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

5. R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

7. D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- B. Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (9)
- C. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8)

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

Holiday Codes Continued

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

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

Benefit Code Key – Effective 3/4/2020 thru 9/1/2020

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.

APPENDIX B

Construction Contract, Contract Bond, and Supporting Documents

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, effective upon the date of mutual execution, is made and entered into between Skagit County, Washington, and _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of the **Maddox Creek Culvert Removal Project #WA402227** in accordance with and as described in the attached plans and specifications and the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10 2020 edition*, which are by this reference incorporated herein and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after substantial completion of this contract, except as may be modified by the plans, specifications and/or contract documents.

- II. Skagit County, Washington, hereby promises and agrees with the Contractor to retain and does retain 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 prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.
- IV. It is further provided that no liability shall attach to Skagit County by reason of entering into this contract, except as provided herein.
- V. Third-Party Beneficiary: All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written, and the Authorized Official has caused this instrument to be executed by and in the name of Skagit County the day and year first above written.

CONTRACTOR

Signature _____

Mailing Address:

Printed _____

Title _____

Date _____

Telephone No. (____) ____ - ____

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that Skagit County, a Municipal Corporation of Washington, has awarded

_____ of _____, as Principal, and _____ as Surety, are jointly and severally held and bound unto the County of Skagit in the penal sum of _____ (\$_____), dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 2020, the said Principal, herein, executed a certain contract with the County of Skagit by the items, conditions and provisions of which contract the said _____, Principal, herein agree to furnish all material and do certain work, to wit: That _____ will undertake and complete the

XXXXX

according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by _____ (principal) undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 2020.

(Principal)

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

APPROVED AS TO FORM
RICH WEYRICH
Skagit County Prosecuting Attorney

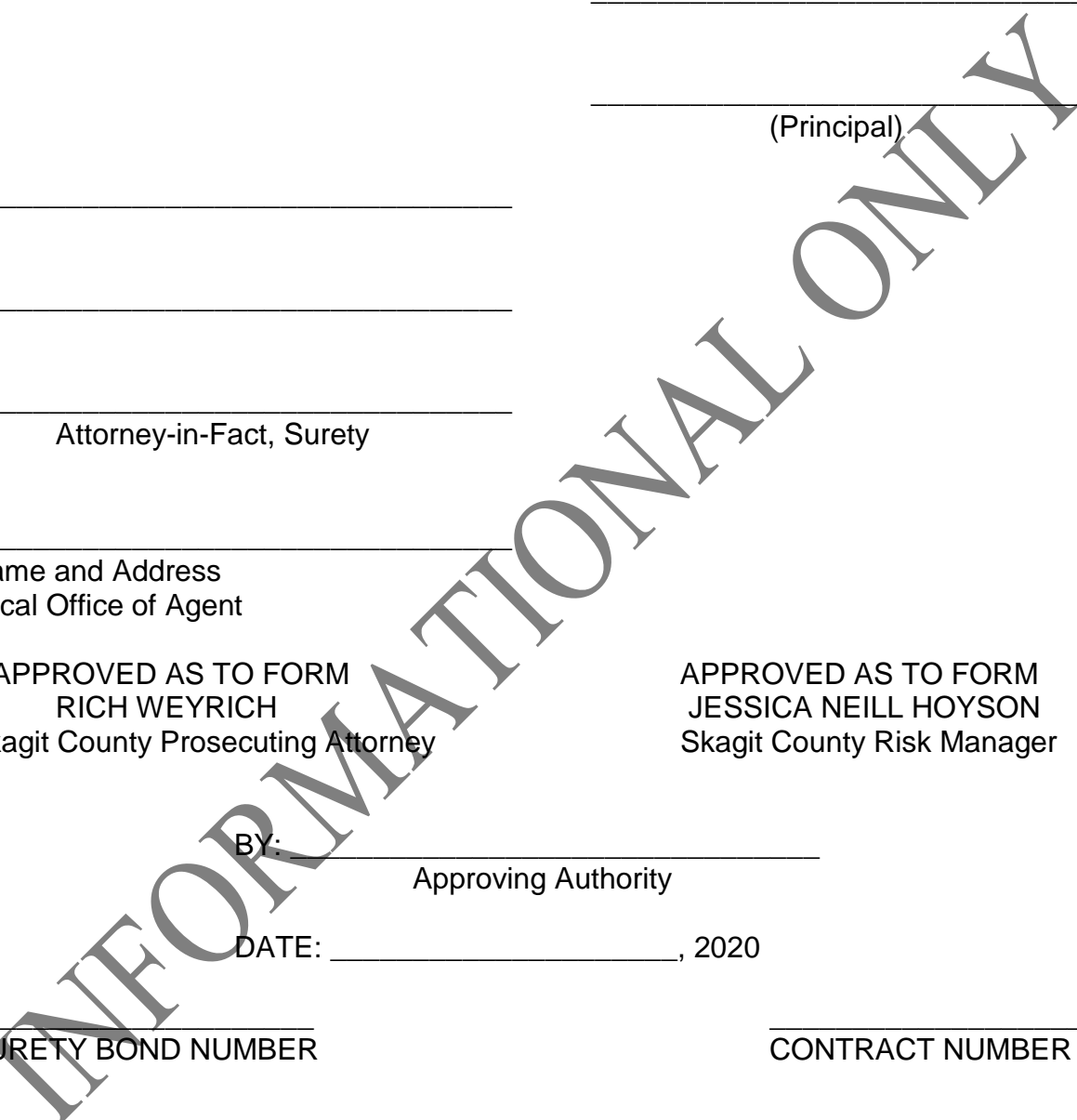
APPROVED AS TO FORM
JESSICA NEILL HOYSON
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2020

SURETY BOND NUMBER

CONTRACT NUMBER





Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT DATE**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



SKAGIT COUNTY PUBLIC WORKS DEPARTMENT

1800 Continental Place, Mount Vernon, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time the Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **Chapter 60.28 RCW**, at the option of the Contractor, shall be:

- 1. I hereby elect to have the retained percentage of this contract held in a fund by Skagit County in a non-interest bearing account.
- 2. I hereby elect to have Skagit County deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

I hereby further agree to open the interest-bearing account in a qualified financial institution. I further agree to provide instructions to the bank to provide Skagit County Public Works with a monthly account statement to the attention of the Project Manager. Prior to Skagit County depositing any funds into the account, the CONTRACTOR shall obtain a letter from the financial institution on their letterhead stating the account number and bank address and confirming they will not release any funds until authorized in writing by Skagit County.

- 3. I hereby elect to have Skagit County invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

Skagit County shall not be liable in any way for any costs or fees in connection therewith. Prior to Skagit County investing any funds in an escrow account, the CONTRACTOR shall obtain an escrow agreement from the repository stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by Skagit County. Additionally, Skagit County Public Works will require a monthly statement from the bank for the escrow account.

- 4. I hereby elect to obtain a Retainage Bond acceptable to Skagit County, and agree to provide the original bond to the County. I acknowledge that no retainage will be held by Skagit County from the CONTRACTOR when Skagit County has received an acceptable bond.

The Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Company Name

Date

Authorized Signature

Title

Print Name

Phone Number

APPENDIX C

Plans

Maddox Creek Fish Passage Barrier Removal Project

Project Owner

City of Mount Vernon
910 Cleveland St.
Mount Vernon, WA 98273

Project Applicant

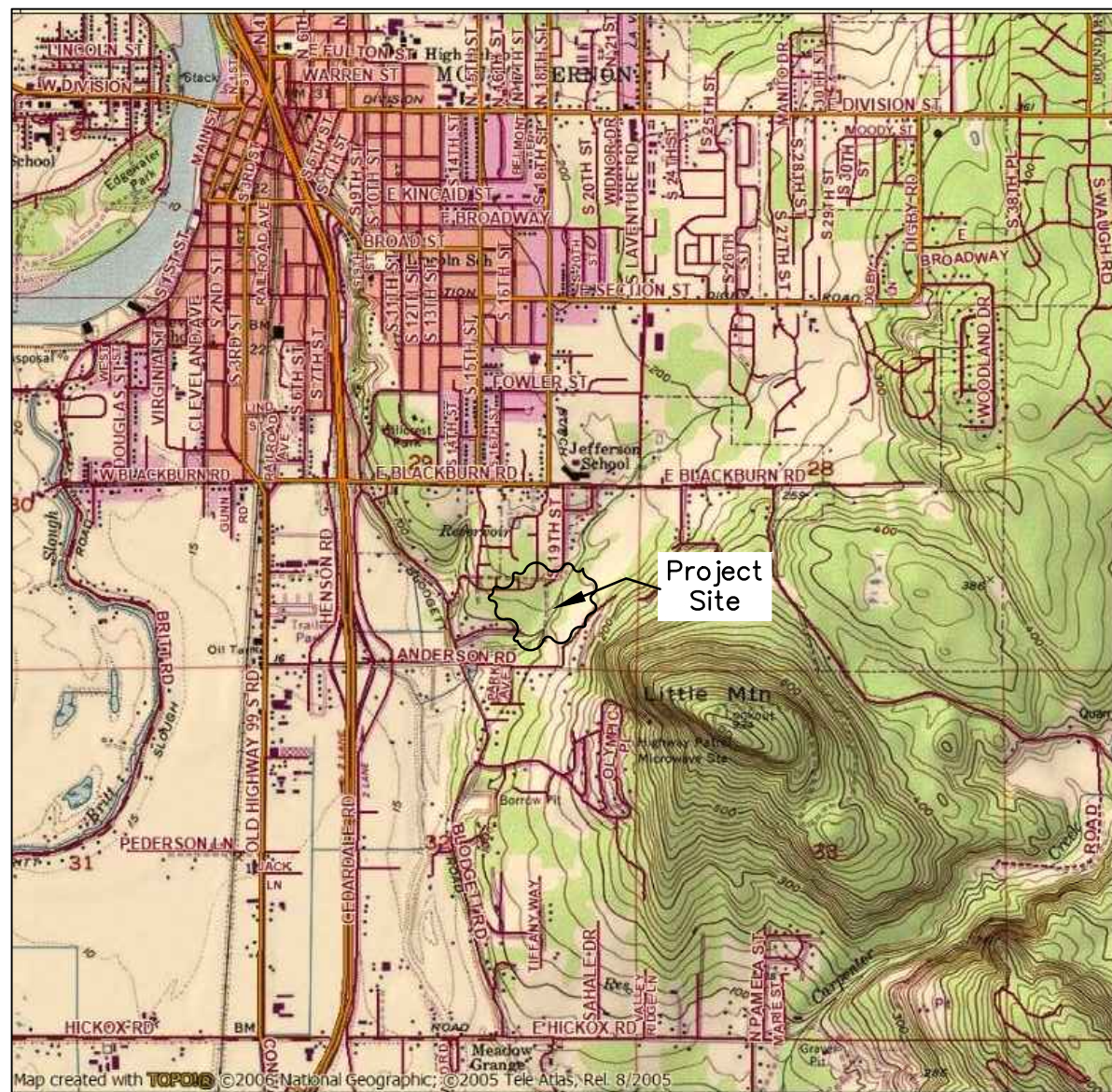
Skagit County Dept. of Public Works
c/o Emily Derenne
1800 Continental Place
Mount Vernon, WA 98273
(360) 416-1449

Project Description

The purpose of the project is to remove a fish barrier culvert and associated fill from Maddox Creek and to restore the surrounding topography to its natural condition. The project is funded by the Washington Department of Ecology.

Index of Drawings

Site Location



Sheet

Description

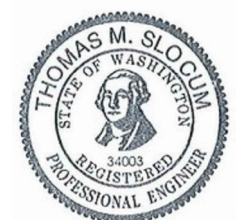
1. Cover Sheet
2. Project Information Sheet
3. Existing Site Plan and Photos
4. Existing Channel Profile and Cross Section Views
5. Proposed Conditions Overview
6. Proposed Grading Plan View
7. Proposed Grading Cross Section Views
8. Proposed Channel Restoration Site Plan
9. Proposed Channel Cross Section and Profile Views
10. Channel Construction Details
11. Channel Construction Details (continued)
12. Work Plan and TESC BMPs

Project Partners



Design Prepared by

Skagit Conservation District
2021 E College Way, Suite 203
Mount Vernon, WA 98273
(360) 428-4313



Site Location: The project site is located in the SE $\frac{1}{4}$ of Sec. 29, T34N, R4E at
2601 S. LaVenture Road, Mount Vernon, Skagit County, Washington.
Lat. 48.401182° N, -122.319200° W

Project Purpose

The purpose of the project is to remove a fish barrier culvert and associated fill from Maddox Creek. The project is funded by the Washington Department of Ecology.

Project Description

The project includes the following elements:

- Excavating earth fill and a 233-foot long culvert from the Maddox Creek ravine.
- Constructing 250 lineal feet of new stream channel to match channel conditions at a downstream reference reach, including adding a stream bed gravel/cobble mix and large wood material and boulder habitat structures.
- Installing vegetated geogrids at edge of the creek to protect the restored steep hill slopes from excessive erosion.
- Constructing 300 lineal feet of rock drainage swale so that drainage patterns from the north are maintained.
- Planting native trees and shrubs on 0.53 acres of restored ravine slopes.

Elevation Datum and OHW

All elevation data in the plans are based on the NAVD88 datum and are referenced to project benchmarks surveyed by Skagit County Public Works and a recent Skagit County LiDAR elevation model. Ordinary High Water (OHW) in the creek at the work site was determined by field indicators by Skagit Conservation District (SCD) staff. The OHW lines are indicated on the drawings.

Land Ownership

The work will take place on Skagit County tax parcel PID 287589, which is owned by the City of Mount Vernon and used as Bonnie Rae Park. An unopened Skagit County right of way and a Snohomish Public Utilities District easement cross the project site.

General Specifications

The project shall be constructed to the lines, grades and specifications shown in the drawings and the supplemental detailed specification sheets. Except where noted in the drawings or detailed specs, all work shall follow current WSDOT "Standard Specifications for Road, Bridge and Municipal Construction."

Utilities

Field observations and record searches do not show any utility lines crossing the project site, but SCD's plans make no representation regarding the presence or absence of utility lines. Responsibility for identifying and protecting utilities shall be the contractor's in accordance with WSDOT standard specifications. Costs incurred by the contractor for removing or relocating utilities, if any, shall be paid by the project contracting agent under a written change order.

Permits

The project applicant is responsible for obtaining all relevant environmental permits. All work shall be done in accordance with all relevant permit requirements.

Critical Area Impacts

Maddox Creek is listed as a WDNR Type "F" stream. Impacts to this water body will consist of 1) grading below the OHW line at the upstream and downstream end of the existing culvert to remove the culvert and associated culvert fill, and 2) constructing vegetated geogrid and placing stream substrate and large wood material habitat structures as part of the channel reconstruction design. The large wood structures will be anchored with log pilings. The boundaries of excavation and fill placement are shown on Sheet 5 of the drawing set. The following table summarizes the quantities of excavation and filling work, including that below the existing OHW mark of the creek channel.

For the purposes of environmental permitting, the project is considered to be "self mitigating": it is assumed that restoring fish passage, installing instream habitat complexity, restoring the natural hill slope topography and planting a riparian buffer of native trees and shrubs will mitigate for the construction impacts.

Estimated Work Quantities

1. Grading Quantities for Permitting Purposes:

Estimated quantities of grading are listed in the following table. These estimates are the design engineer's best estimates, but may not necessarily represent the actual as-built quantities for the completed project.





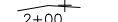



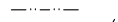



Item	Quantity	
	(cy)	(sf)
Excavation below the OHW line	20	475
Excavation above the OHW line	8570	26545
Fill below the OHW line (stream bed mix)*	9	475
Fill above the OHW line	280	7825
Total Grading	8879	35320
Excavation in Wetlands	0.0	0
Fill in Wetlands	0	0

*This quantity represents the quantity of stream bed gravel/cobble mix that will be placed waterward of the creek's existing OHW. As demarcated on the existing site plan, this area represents the area of creek bed that is immediately upstream of the culvert inlet and the area beneath the downstream-most 20 feet of the culvert. The majority of the stream bed gravel/cobble mix will be placed in the area between the upstream and downstream ends of the existing culvert, which are above the existing OHW line of Maddox Creek.

2. Construction Work and Materials Quantity Estimates

Estimated quantities of construction work are listed in the bid sheet.

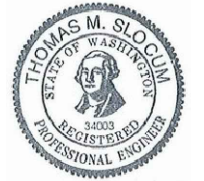
General Legend

Estimated OHW	
CAO stream buffer	
Existing LiDAR contour	
Edge of grading	
Channel thalweg & stationing	
Soil placement	
Excavation of existing fill	
Culvert or trail removal	
Parcel boundary	
Channel cross section	
Inundation at OHW	
Final contour	

Other symbols are listed on specific plan sheets.

Abbreviations

CB = construction boundary
 CL = center line
 cy = cubic yard
 DBH = diameter at breast height
 Elev. = elevation
 EOG = edge of grading
 GSE = ground surface elevation
 LWM = large wood material
 LiDAR = light detection and ranging
 LF = lineal feet
 NAVD88 = N. American Vertical Datum of 1988
 OHW = ordinary high water
 Q_{FP} = Fish passage flow
 Q₁₀₀ = 100-year recurrence flow
 SCPW = Skagit County Public Works
 SF = silt fence/filter fence
 Sta. = survey station
 TESC = Temporary erosion & sediment control
 wsel = water surface elevation
 x/s = cross section



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Maddox Creek Fish Passage Barrier
Removal Project
Project Information Sheet

Prepared for:



Prepared by:

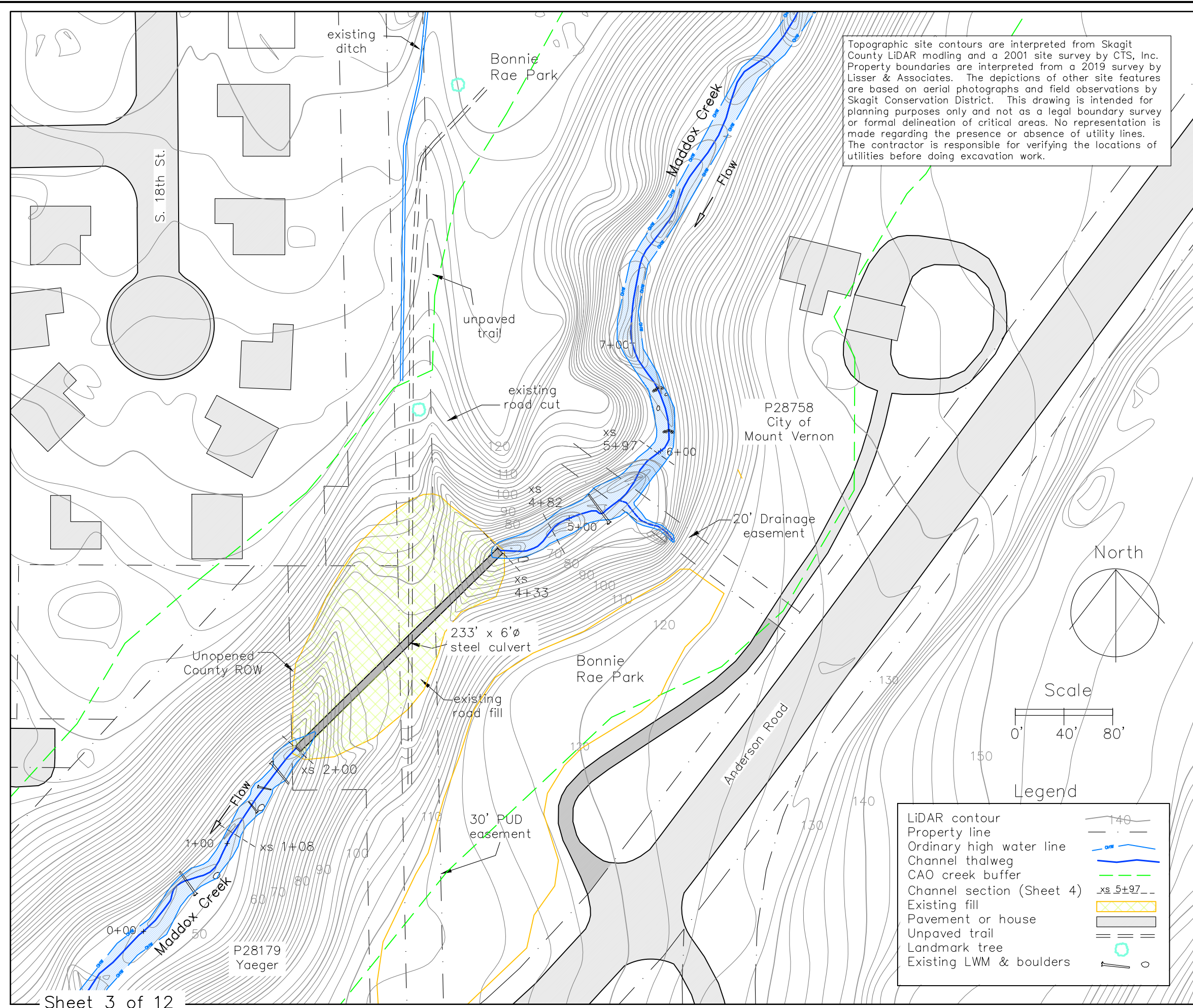


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Scale: N.A.

Sheet # 2 of 12



Topographic site contours are interpreted from Skagit County LiDAR modeling and a 2001 site survey by CTS, Inc. Property boundaries are interpreted from a 2019 survey by Lisser & Associates. The depictions of other site features are based on aerial photographs and field observations by Skagit Conservation District. This drawing is intended for planning purposes only and not as a legal boundary survey or formal delineation of critical areas. No representation is made regarding the presence or absence of utility lines. The contractor is responsible for verifying the locations of utilities before doing excavation work.

Project Site Photos



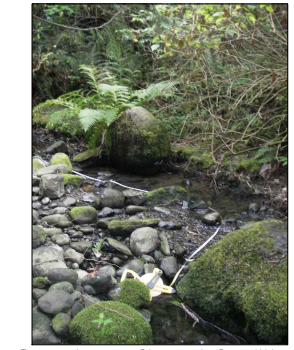
Upstream Channel Condition



Culvert Inlet



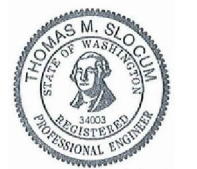
Culvert Outlet



Downstream Channel Condition



Surface of the Culvert Fill



Revisions

Maddox Creek Fish Passage Barrier Removal Project Existing Site Plan

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Prepared by:



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Scale: 1" = 80'

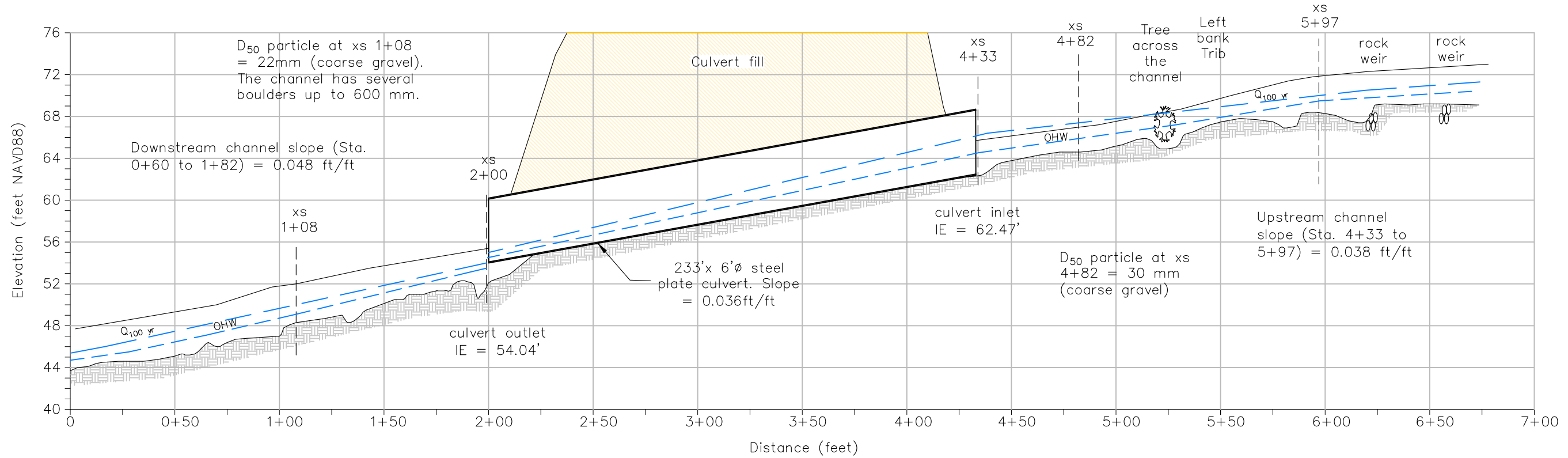
Sheet # 3 of 12



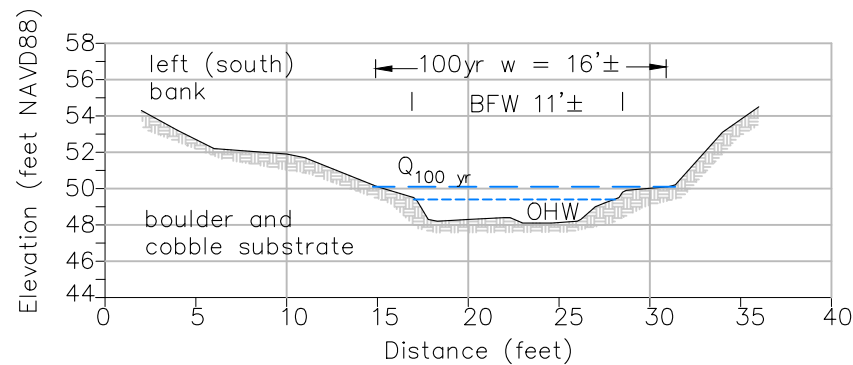
Revisions

Maddox Creek Fish Passage Barrier Removal Project Existing Channel Profile & Cross Section Views

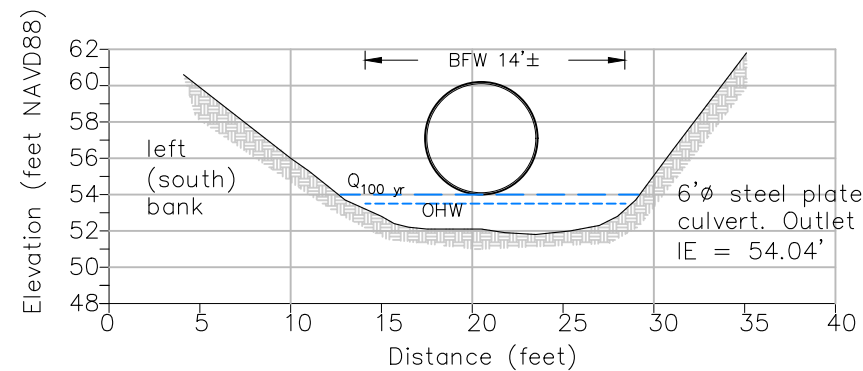
Existing Channel Profile - 5'H = 1'V



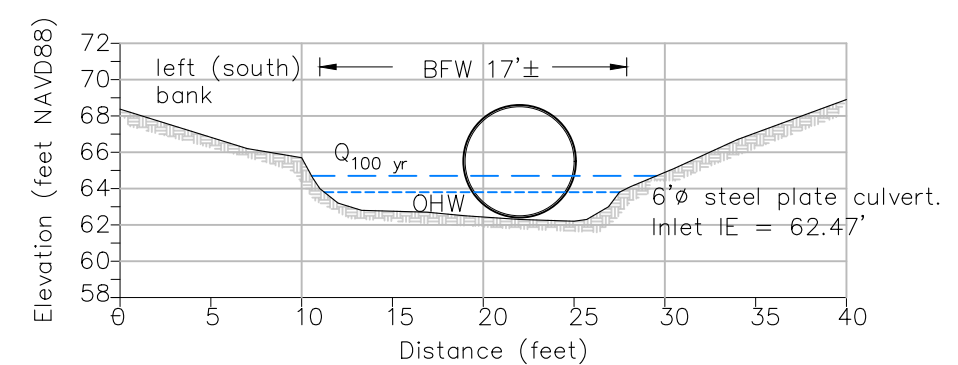
Channel Cross Section at Sta. 1+08 (typical d.s.) 1' H = 1'V



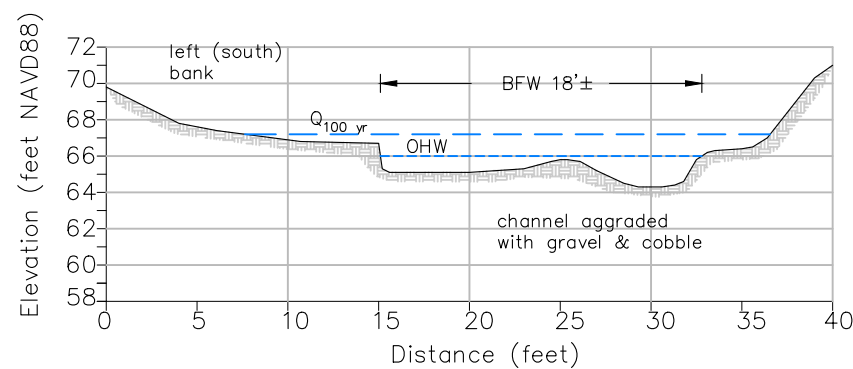
Channel Cross Section at Sta. 2+00 (culvert outlet) 1' H = 1'V



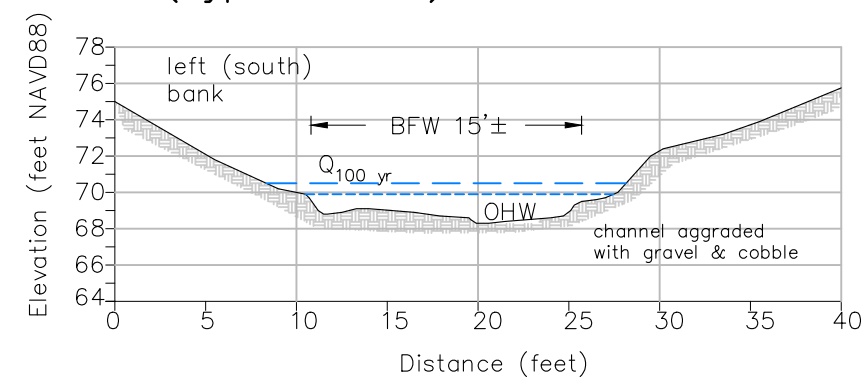
Channel Cross Section at Sta. 4+33 (culvert inlet) 1' H = 1'V



Channel Cross Section at Sta. 4+82 (typical u.s.) 1' H = 1'V



Channel Cross Section at Sta. 5+97 (typical u.s.) 1' H = 1'V



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Sheet # 4 of 12



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Maddox Creek Fish Passage Barrier Removal Project Proposed Conditions Overview

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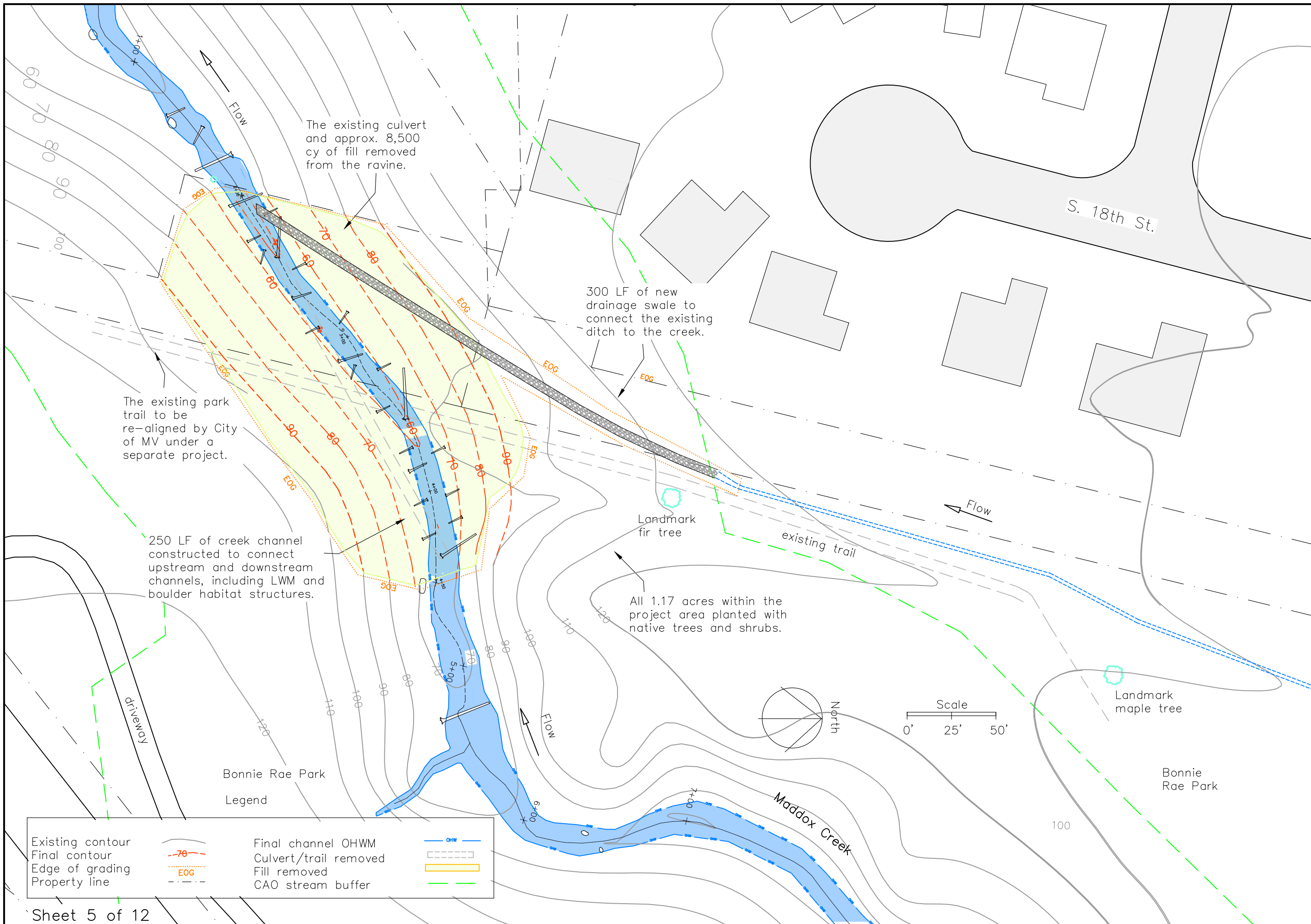


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Date: 3-16-20

Scale: 1"=50'

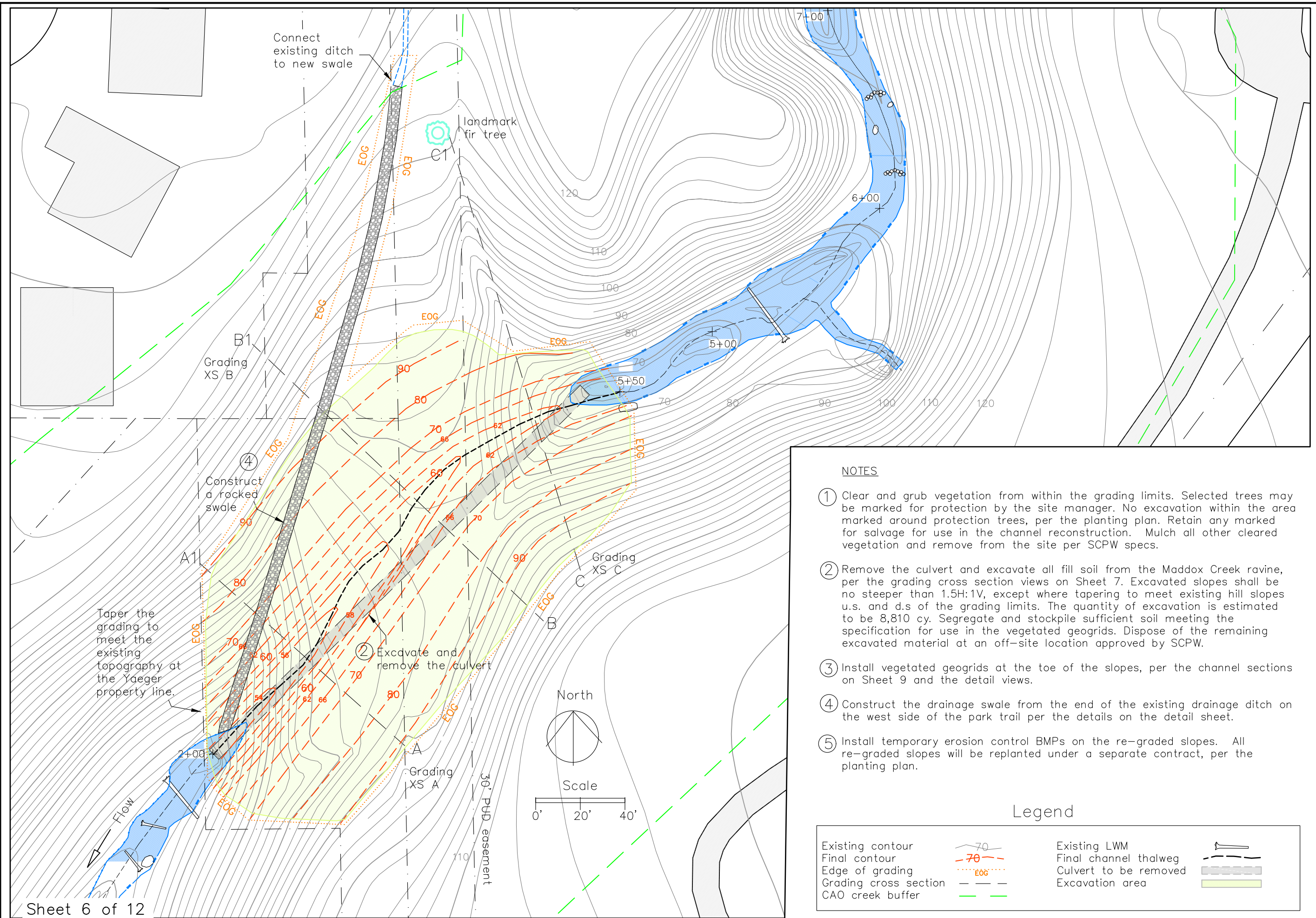
Sheet # 5 of 12





Revisions

Maddox Creek Fish Passage Barrier Removal Project Grading Plan View

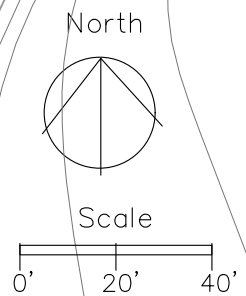


NOTES

- ① Clear and grub vegetation from within the grading limits. Selected trees may be marked for protection by the site manager. No excavation within the area marked around protection trees, per the planting plan. Retain any marked for salvage for use in the channel reconstruction. Mulch all other cleared vegetation and remove from the site per SCPW specs.
- ② Remove the culvert and excavate all fill soil from the Maddox Creek ravine, per the grading cross section views on Sheet 7. Excavated slopes shall be no steeper than 1.5H:1V, except where tapering to meet existing hill slopes u.s. and d.s. of the grading limits. The quantity of excavation is estimated to be 8,810 cy. Segregate and stockpile sufficient soil meeting the specification for use in the vegetated geogrids. Dispose of the remaining excavated material at an off-site location approved by SCPW.
- ③ Install vegetated geogrids at the toe of the slopes, per the channel sections on Sheet 9 and the detail views.
- ④ Construct the drainage swale from the end of the existing drainage ditch on the west side of the park trail per the details on the detail sheet.
- ⑤ Install temporary erosion control BMPs on the re-graded slopes. All re-graded slopes will be replanted under a separate contract, per the planting plan.

Legend

Existing contour		Existing LWM	
Final contour		Final channel thalweg	
Edge of grading		Culvert to be removed	
Grading cross section		Excavation area	
CAO creek buffer			



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Scale: 1" = 30'

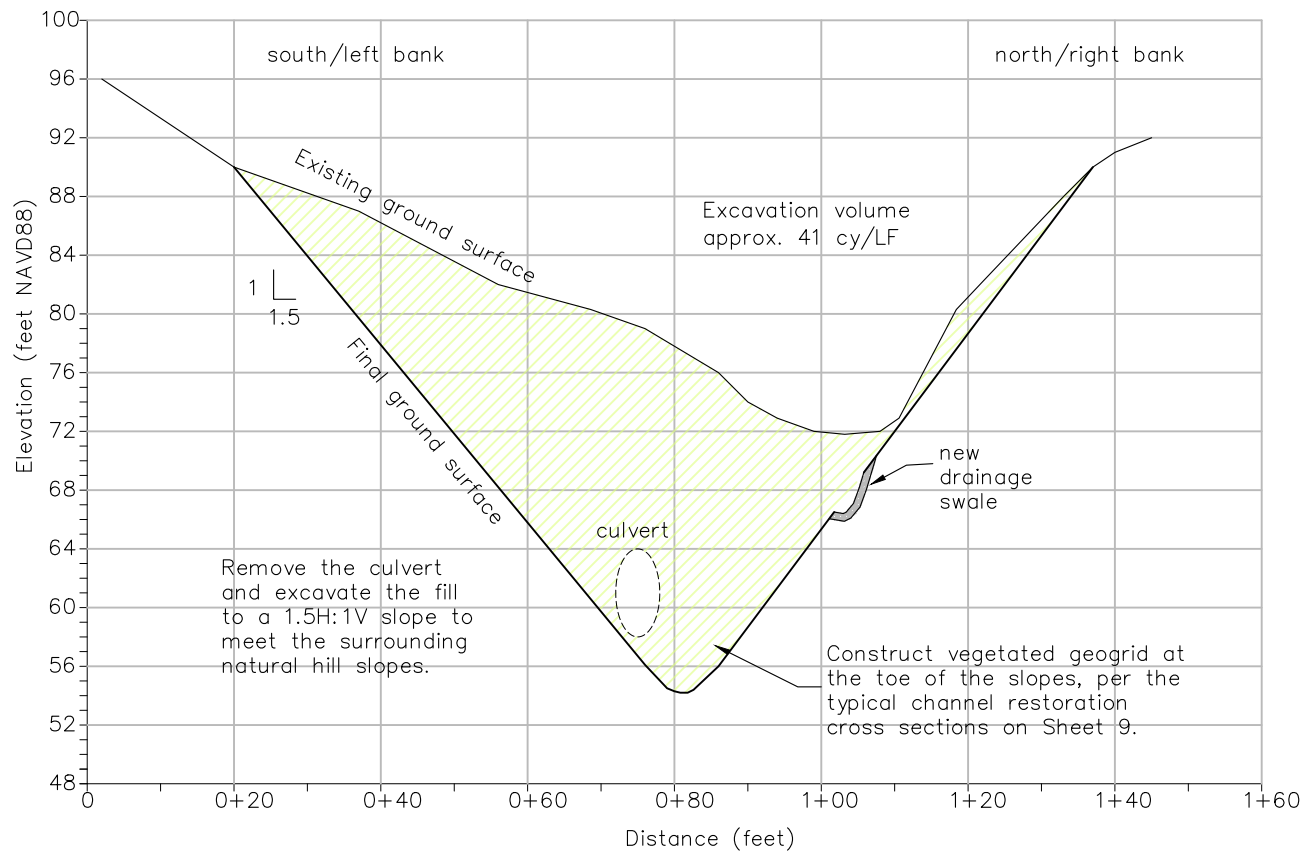
Sheet # 6 of 12



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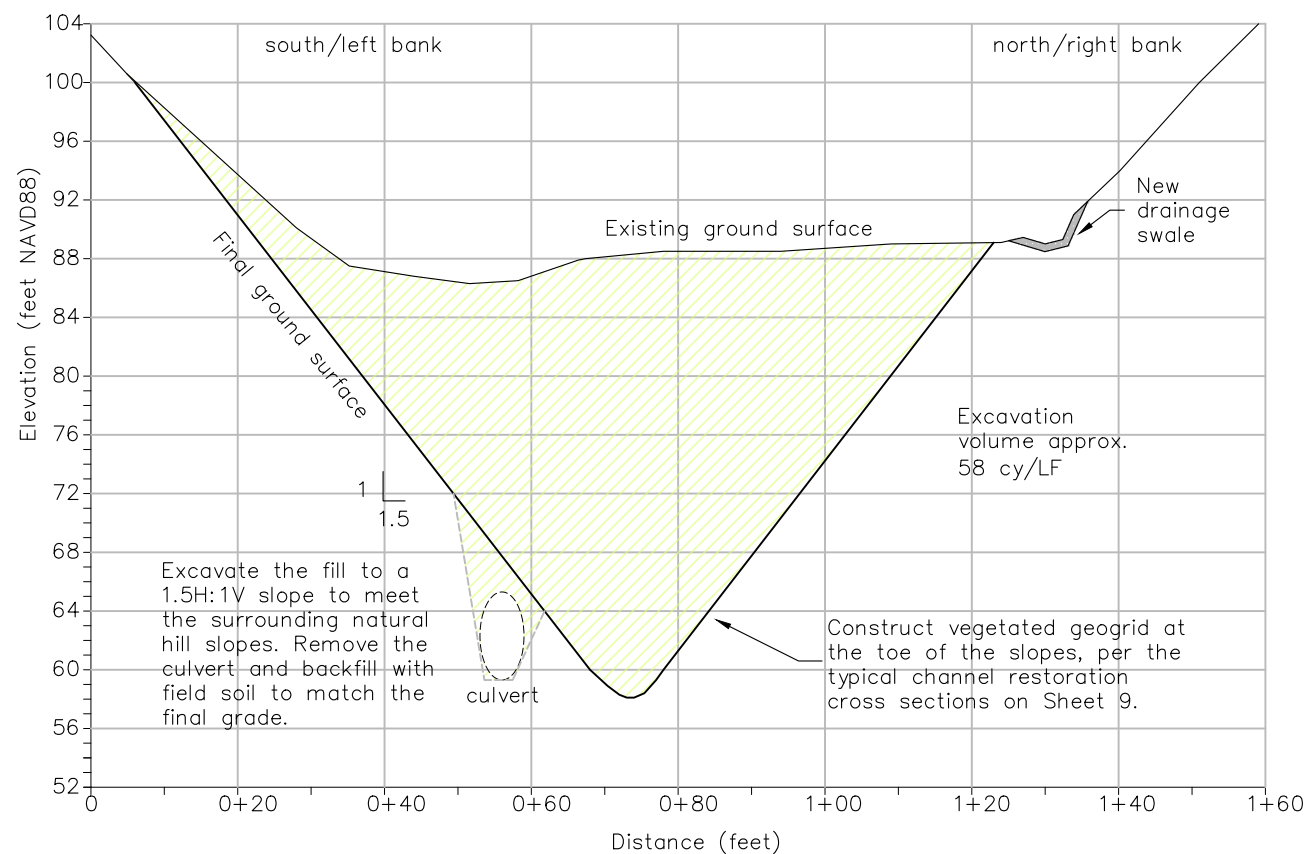
Maddox Creek Fish Passage
Barrier Removal Project
Typical Grading Cross Section Views

Grading Cross Section A-A1 2'H = 1'V (facing downstream)

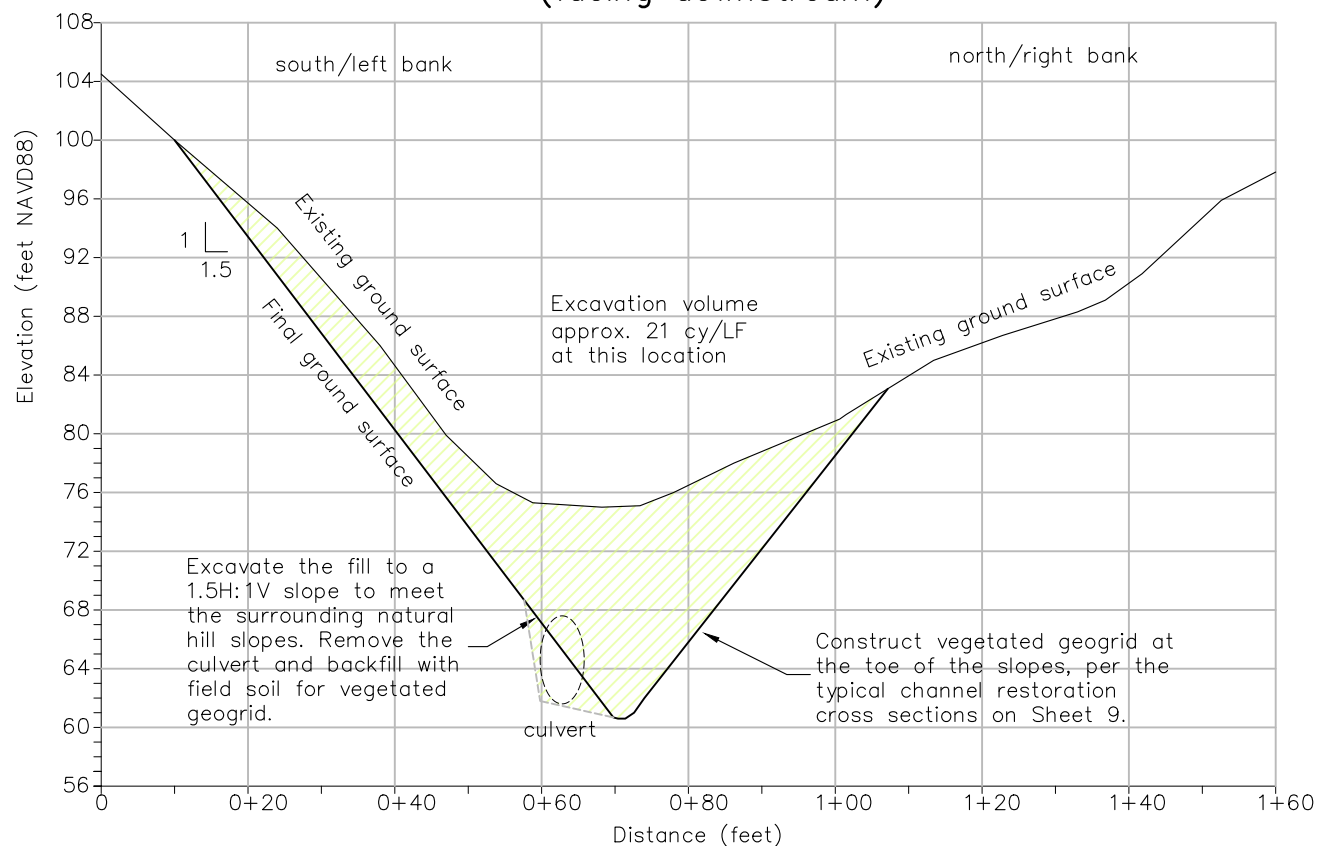


= excavation

Grading Cross Section B-B1 2'H = 1'V (facing downstream)



Grading Cross Section C-C1 2'H = 1'V (facing downstream)



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Scale: 1" = 40'

Sheet # 7 of 12



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Maddox Creek Fish Passage Barrier Removal Project Channel Restoration Site Plan

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Prepared by:

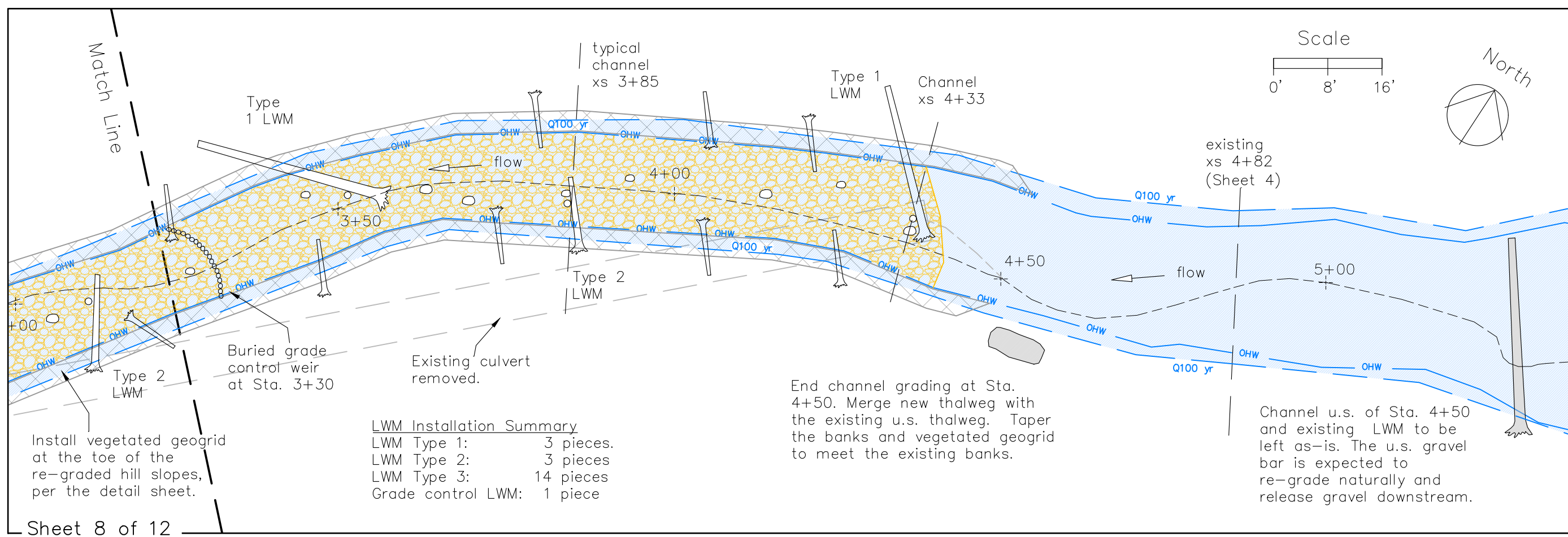
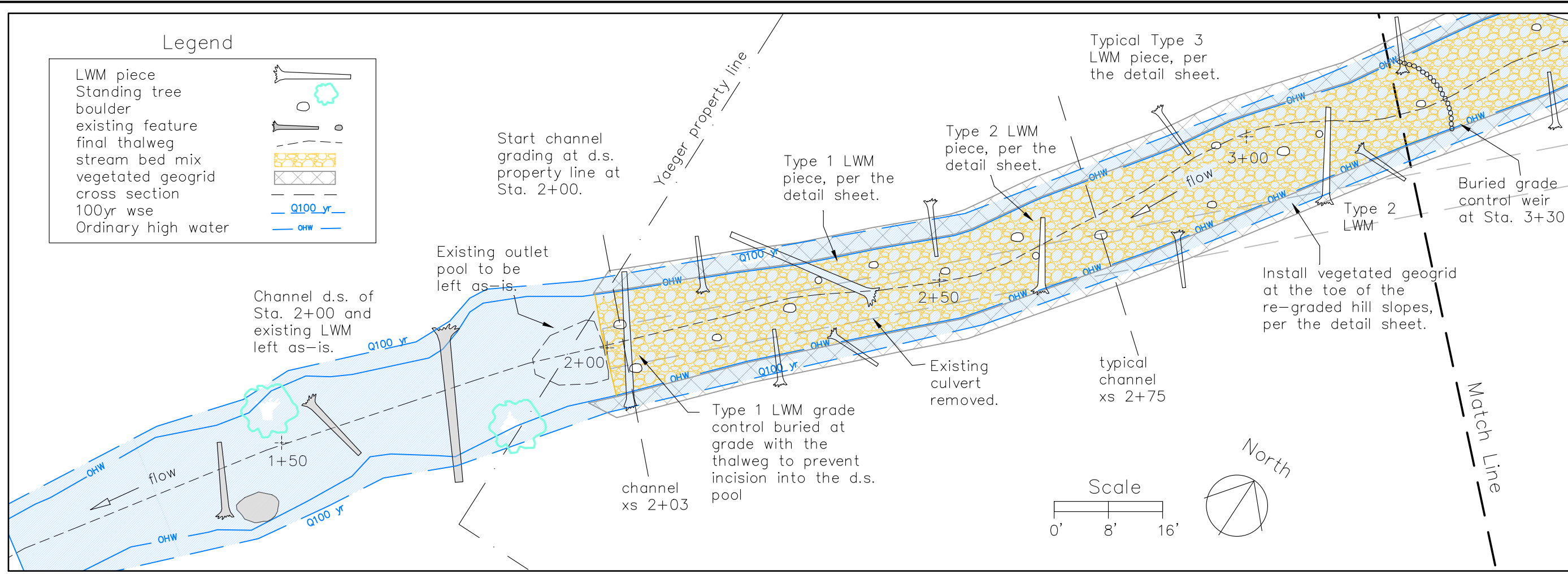


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Scale: 1" = 16'

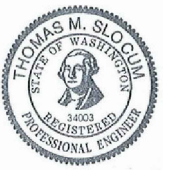
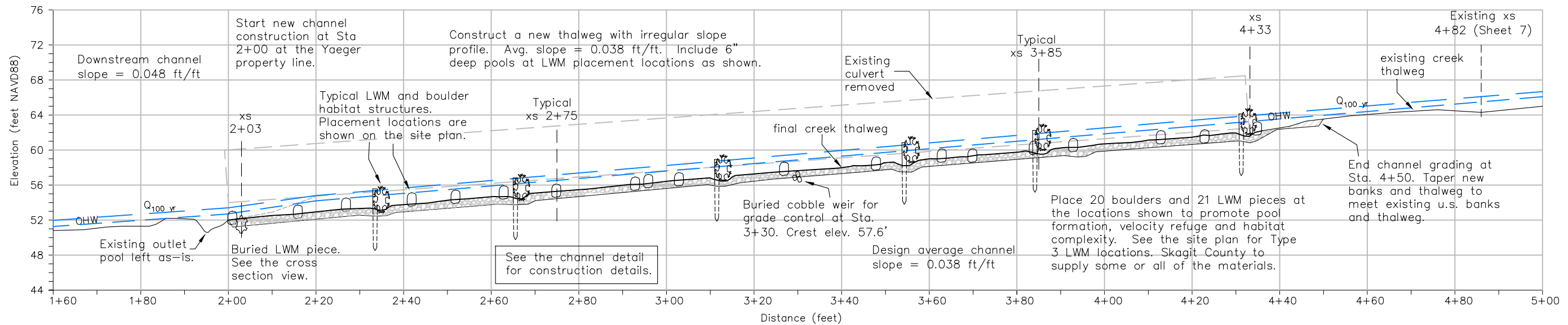
Sheet # 8 of 12



LWM Installation Summary

LWM Type 1:	3 pieces.
LWM Type 2:	3 pieces
LWM Type 3:	14 pieces
Grade control LWM:	1 piece

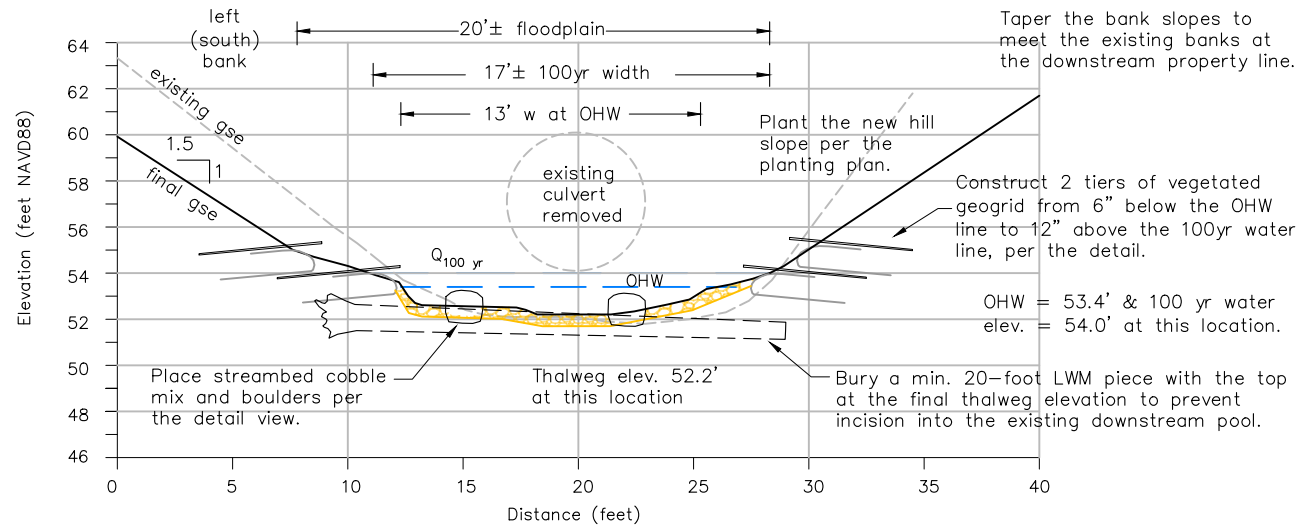
Proposed Channel Profile Sta. 1+60 to 5+00 - 2'H = 1'V



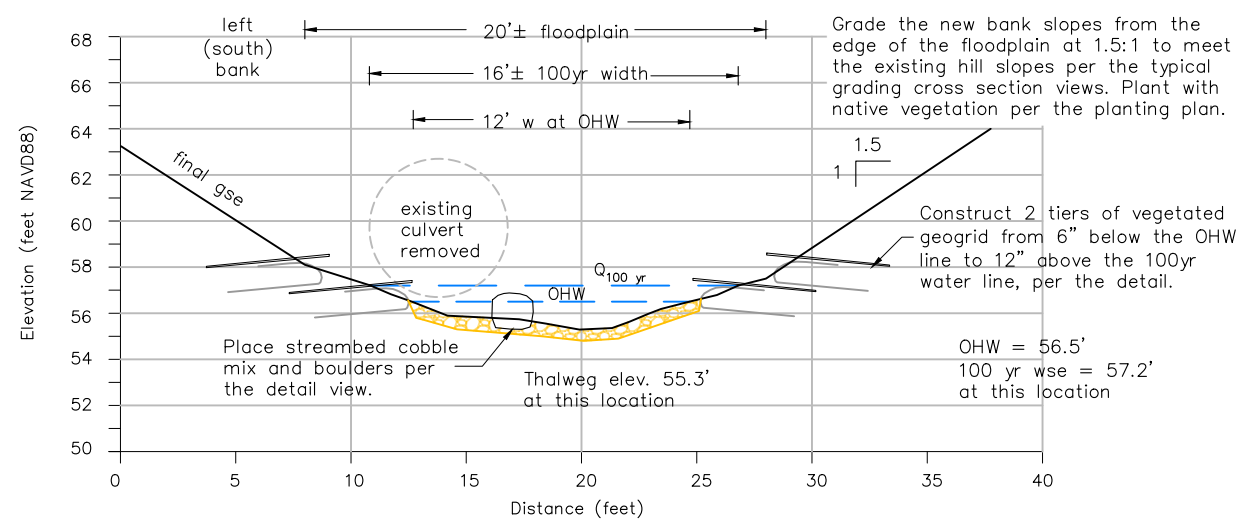
Revisions

Maddox Creek Fish Passage Barrier Removal Project Proposed Channel Profile and Cross Section Views

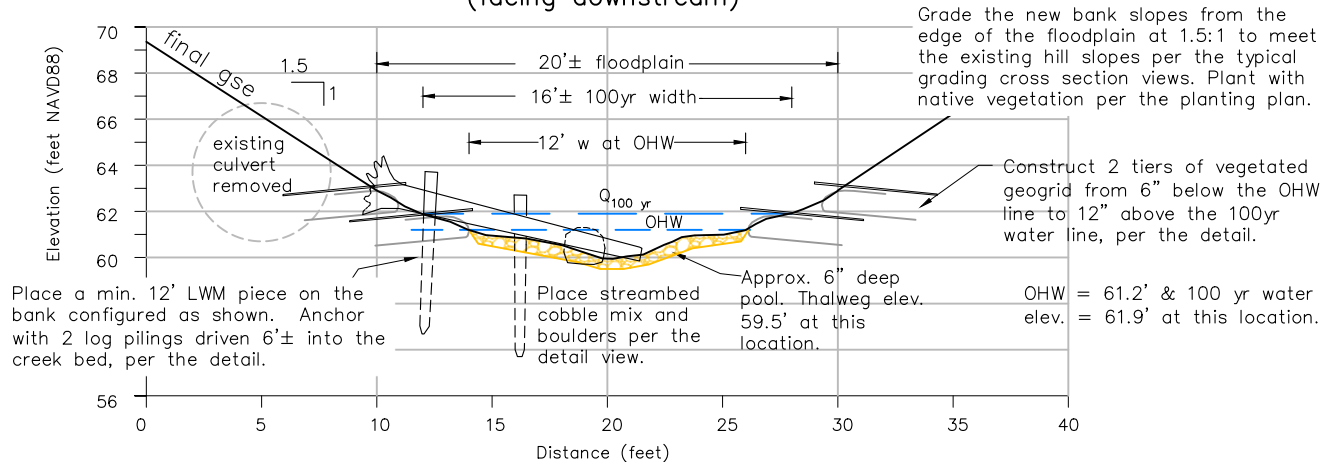
Channel Cross Section at Sta. 2+03 1' H = 1'V (facing downstream)



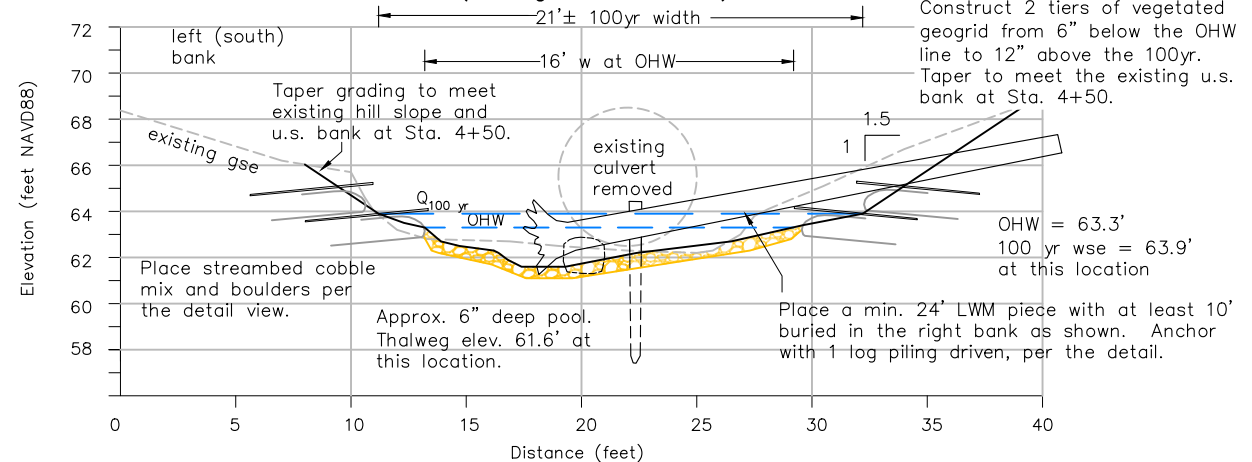
Typical Cross Section at Sta. 2+75 1' H = 1'V (facing downstream)



Typical Cross Section at Sta. 3+85 1' H = 1'V (facing downstream)



Channel Cross Section at Sta. 4+33 1' H = 1'V (facing downstream)



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Date: 3-16-20

Scale: as noted

Sheet # 9 of 12



Revisions

Maddox Creek Fish Passage Barrier Removal Project
Channel Construction Details & Specs

Prepared for:



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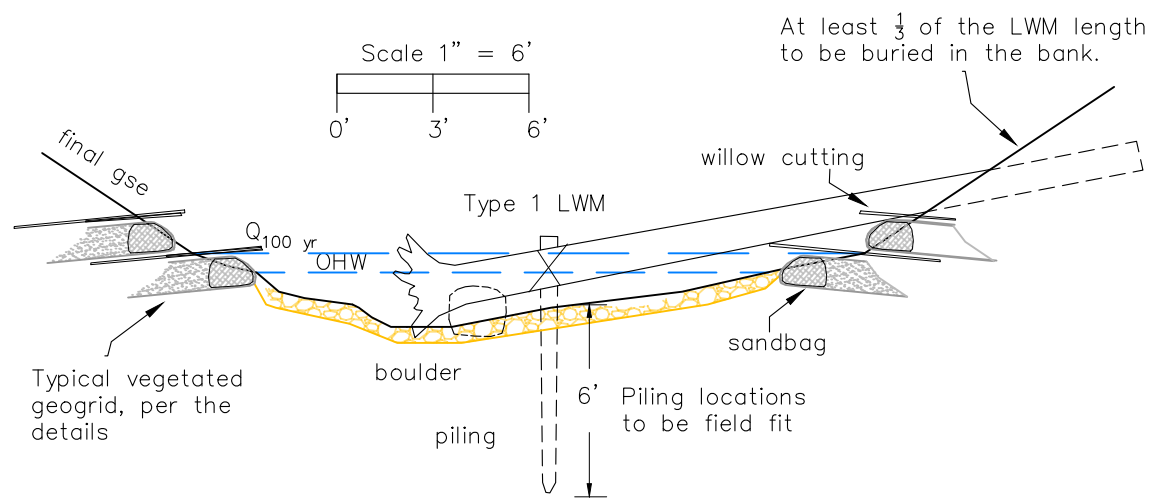
Date: 3-16-20

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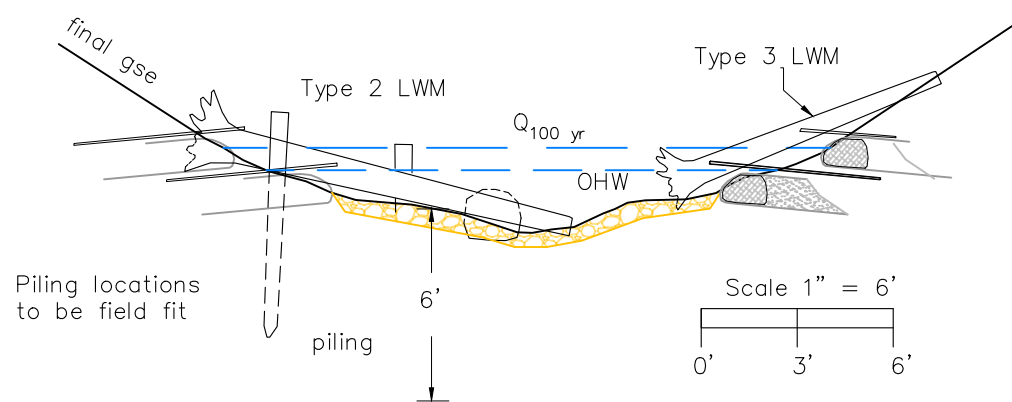
Sheet # 10 of 12

CHANNEL AND LWM SPECIFICATIONS

Typical Type 1 LWM and Geogrid Section View



Typical Type 2 LWM and Geogrid Section View



Grade Control Log Specification (Type 1 LWM)

1. The grade control log shall meet the spec for Type 1 LWM except it may be provided without an attached root wad.
2. The log shall be buried so that the crest is at the final channel thalweg, level and perpendicular to the thalweg alignment at the location shown in Channel Cross Section 2+03 and the channel site plan.

Channel Construction

1. Excavate the culvert fill and remove the culvert to match the channel profile and typical grading sections shown on Sheet 9. The channel shall include an irregular shape, meandering low-flow thalweg and sloping higher flow terrace, as shown on the typical cross sections. Include pools approximately 6" deep by 4' long at locations shown. Taper the ends of the channel grading to blend into the natural channel bottom and banks upstream and downstream. The site manager shall approve the final grading configuration for the channel.
2. Over excavate the new channel bottom to 6" below final grade and compact the sub-grade to match the surrounding soil.
3. Place the boulders on the sub-grade at the approximate locations shown on the plan view.
4. Install the large wood material (LWM) pieces and vegetated geogrid at the locations shown on Sheet 8, per the specs
5. Backfill the channel to the final grade with the gravel and cobble mix, per the spec.

Gravel & Cobble Stream Bed Mix

1. Place a 6-inch depth of streambed mix on the channel subgrade to match the final elevations and configuration shown in the typical grading cross section views. The mix shall be placed after installing the LWM pieces so that it settles around and helps ballast them.
2. The streambed mix shall consist of a well sorted mix of gravel to large cobble with particle size ranging from $\frac{1}{4}$" to 8", in approximately the following proportions:
 - 60% of the total volume shall be gravel of size passing a 1 1/2" screen
 - 20% shall be coarse gravel and small cobble between 1.5" and 3.5"
 - 20% shall be cobble between 3.5" and 8" size.
3. The boulders are 18" to 24" mean diameter and will be supplied by the contracting agency.
4. The buried cobble grade control weir shall consist of 6" to 8" rounded rock placed in a shallow arc across the channel, about 1/2 inch below the final channel grade. The weir shall include a row of buried approx. 8" footer rocks about 4 inches below and downstream of the upper row for the upper rocks to bear on.

Large Wood Material (LWM) Habitat Structures

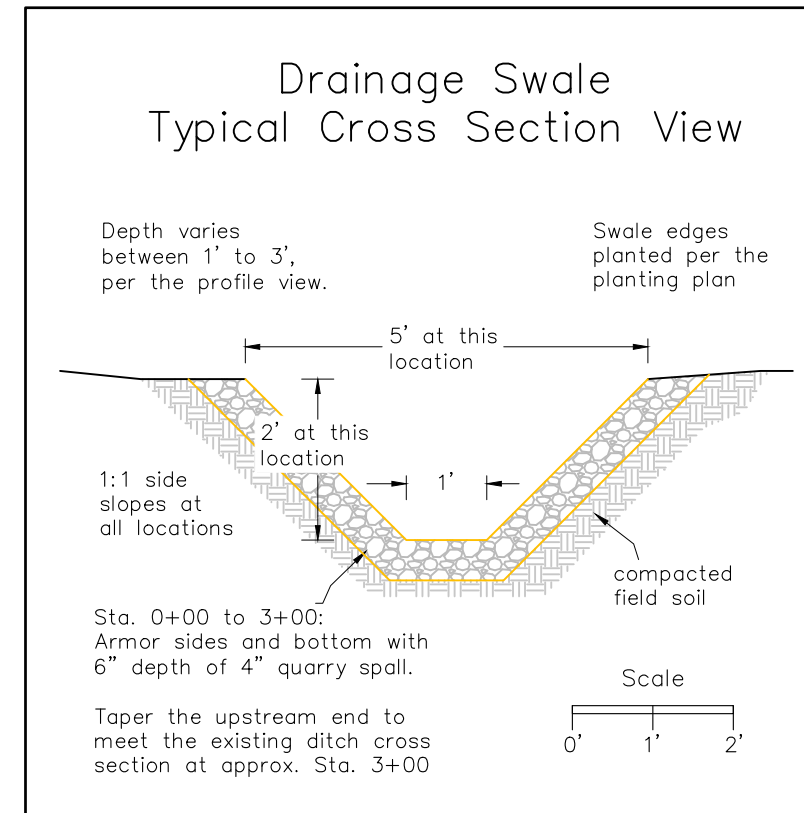
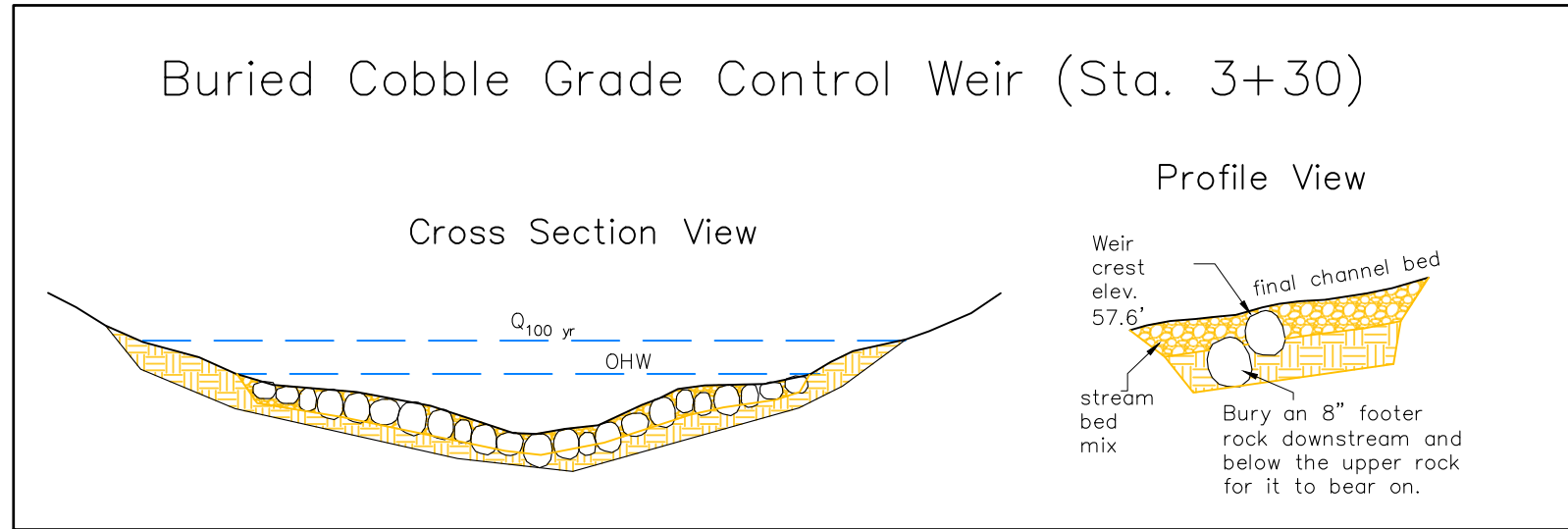
Three types of LWM habitat structures will be placed in finished channel. Materials and installation shall meet the following specifications.

1. All Type 1 and Type 2 LWM pieces and log pilings shall be fir, hemlock or cedar in sound condition (no rot) with its root wad attached. Type 3 LWM pieces may be fir, hemlock, cedar, alder or maple salvaged from the project site, with or without a root wad attached.
2. Type 1 LWM structures shall consist of one tree trunk with its root wad ballasted in place with log pilings and/or buried in the bank and channel bed. Logs shall be min. 12 inch DBH and include a root wad of at least 3 feet diameter. Total length of log and rootwad shall be at least 24 feet. Type 1 LWM pieces shall be configured so that the root wad rests on the final thalweg at a constructed pool. The log shall be oriented 30° to 45° outward from the bank line and downward towards the channel bottom, as shown in the site plan and typical cross section views. The end of the log shall be buried at least 1/3 of the log length into the bank and ballasted with one log piling placed near the rootwad end, on the downstream side of the log. Logs may be trimmed a maximum of 5 feet to field fit.
3. Type 2 LWM structures shall consist of one tree trunk of DBH at least 10 inches and length at least 12 feet, with a rootwad at least 2' in diameter. Each piece shall be configured so that the top end of the trunk rests on the final channel bottom and the rootwad end rests on the bank. Each piece shall be anchored with two log pilings, spaced evenly along the log, on the downstream side of the log.
4. Pilings shall be at least 9 feet long and 8" diameter at the narrow end, and sharpened to a point. Pilings shall be placed at least 6 feet below the channel bottom and about 10° off vertical angled over the LWM piece to pin it in place. Pilings may be installed by vibratory driving, impact driving, or excavating and then backfilling, per the contractor's choice. The LWM pieces shall be fixed to pilings by lashing with min. 3/8" galvanized logging cable wrapped at least 3 times around each connection point, clamped and stapled to the log. After attaching the LWM pieces, the pilings shall be cut off approximately 2 feet above the top of the attached log.
5. Type 3 LWM shall be logs, with or without rootwads, of at least 6" DBH and at least 8 feet long. The pieces shall be configured by placing them on the bank and hill slopes with over half of the mass of the piece lying above the 100-year flood elevation and one end resting on the channel bed below the OHW elevation.
6. The site engineer will determine the field location and ballasting configuration of each LWM piece and piling according to site conditions.

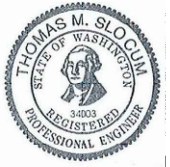
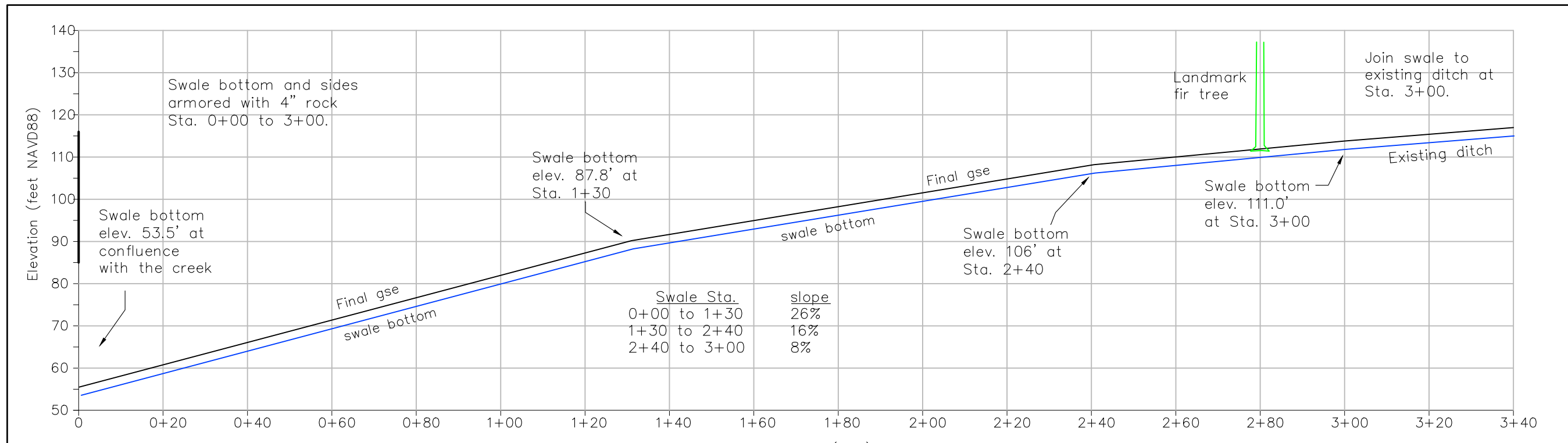
SPECIFICATIONS (CONT.)

Vegetated Geogrid

The vegetated geogrids shall be constructed per Special Provision Section 8-19 in the contract specifications.



Drainage Swale Profile View 2'H:1'V



Revisions

Maddox Creek Fish Passage Barrier
Removal Project
Channel Details & Specs (continued)

Prepared for:



Prepared by:



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Mount Vernon WA 98273
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Date: 3-16-20

Scale: 1" = 6'

Sheet # 11 of 12

Work Sequencing and TESC Measures

For the purpose of protecting water quality and safety, the construction work shall follow the general plan below. The contractor is solely responsible for deciding the actual methods and sequence of all construction tasks.

1. General Best Management Practices

- 1.1. All work shall be done during forecasted dry weather conditions during summer low water in accordance with all permit requirements.
- 1.2. Vehicle traffic is restricted to the construction area boundaries shown in the schematic drawing. Stage construction materials in the field in the south unit of Bonnie Rae Park, as shown on the schematic.
- 1.3. All work will be done using a tracked excavator operating landward from the low water line of Maddox Creek. No construction vehicles shall drive through the channel.
- 1.4. All construction work shall be isolated from surface water using the BMPs listed in Item 3.

2. Pre-construction Brushing, Staking and Work Site Access

- 2.1. The construction site manager will flag the construction area boundary and the edge of clearing and grading. Individual trees may be flagged for protection.
- 2.2. All vegetation will be removed from the area of grading. Trees with DBH of 6" or larger will be salvaged for use in the project, all other cleared vegetation will be removed from the site.
- 2.3. The project engineer will stake out locations and elevations of the work items before the start of construction. The contractor shall mark offsets as needed if construction staking is removed.

3. Water Quality Protection BMPs

- 3.1. During the summer low-flow construction window, it is anticipated that there will be no flow in Maddox Creek upstream of the work area and minimal flow downstream of the work area. The contractor shall be prepared to suspend construction work in the event that unexpected rainfall events raise water levels in the creek.
- 3.2. The upstream channel will be isolated by placing a straw bale/plastic sheeting dam or similar temporary structure across the channel about 10 feet upstream of the edge of grading. The contractor will be prepared to divert flow through the channel reconstruction area using a bypass culvert in the event that there is flow in the creek.
- 3.3. The downstream channel will be isolated by placing silt fencing across the channel about 5 feet downstream of the edge of grading. The existing outlet pool will be swept with a block net to move any fish downstream before placing the downstream silt fencing. Approximate locations of the dams are shown on the schematic drawing.
- 3.4. No more ground area shall be disturbed during the day than can be stabilized by the end of the work day.

4. Removing the Culvert and Fill

- 4.1. The existing culvert and all culvert fill material will be removed to match the typical grading cross sections shown in the plans. Excavated slopes shall be no steeper than 1.5H:1V, except where tapering to meet existing hill slopes u.s. and d.s. of the grading limits. The culvert and any construction debris that may be present in the fill material will be disposed of offsite.
- 4.2. Excavated soil and rock smaller than 6 inches will be removed from the site for off-site disposal at a location agreed on in the contract. Larger rock will be salvage for use in the channel reconstruction. It is recommended that the contractor create temporary terraces to use for excavating the culvert fill and constructing the new channel before grading the final slopes.

5. Channel Reconstruction

- 5.1. The new channel and the vegetated geogrid will be constructed to the lines and elevations shown in the plans.
- 5.2. Large wood material (LWM) will be placed in the channel and on the bank slopes per the details in the plans. Installation of LWM will be done concurrently with installation of the vegetated geogrid to allow for burial of LWM pieces in the creek bed.
- 5.3. Streambed gravel/cobble mix and habitat boulders will be placed in the channel per the details in the plans.
- 5.4. After the channel reconstruction work is complete, the contractor will do finish grading to taper the upstream and downstream bank slopes to be flush with the new creek banks and geogrid.

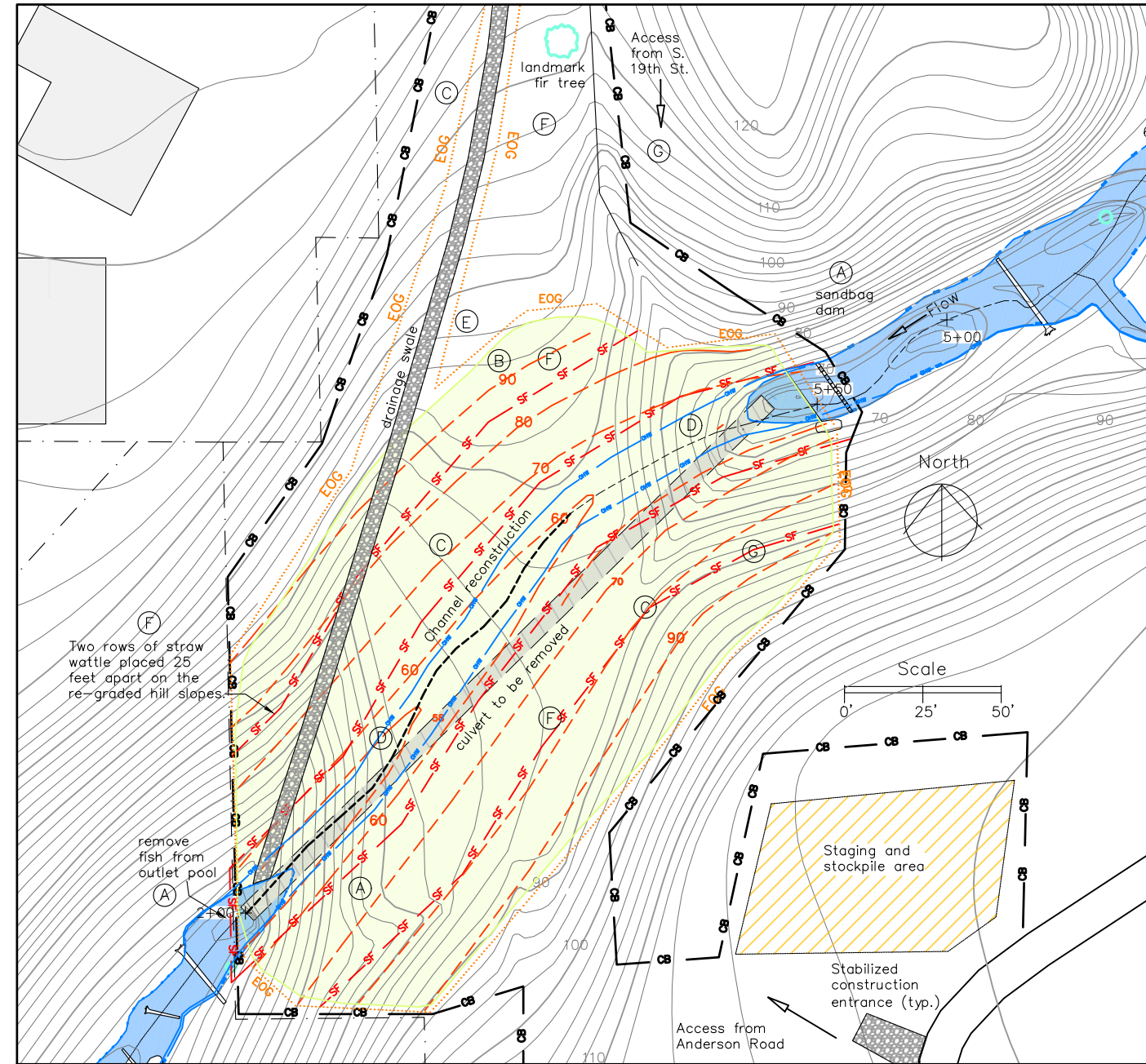
6. Drainage Swale Construction and Final Grading

- 6.1. The drainage swale will be constructed per the details in the drawings.
- 6.2. Temporary terraces and/or access routes will be re-graded to the finished grade as needed.

7. Erosion Control Planting and Site Cleanup

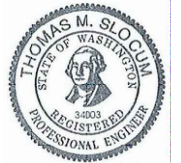
- 7.1. The temporary dam and the filter fencing will be removed from the creek channel immediately after completing the final grading work.
- 7.2. Straw wattle will be placed along the top of the vegetated geogrid on both sides of the channel, and a second row placed 25 feet further up slope, as shown in the schematic.
- 7.3. All disturbed soil on the ravine slopes will be covered with C-350 coir erosion control fabric or equivalent and hydro-seeded with native grass seed.
- 7.4. After the temporary ground cover is established in late fall, the remaining silt fencing and/or straw wattle will be removed.
- 7.5. All construction materials and equipment will be removed to the satisfaction of the landowner.
- 7.6. Final revegetation of the project site will be done in the autumn or early spring following construction, per the planting plan.

Work Plan Schematic



LEGEND		
Construction boundary	—	Final channel thalweg
Straw wattle	— SF —	Excavation area
Edge of grading	... EOG ...	Other symbols as listed on Sheet 2.

NOTES	
(A) Channel isolation, water quality protection BMPs and fish removal.	(E) Construct a new drainage swale and final slope grading.
(B) Vegetation clearing and tree salvage.	(F) Install temporary erosion control BMPs on the re-graded slopes.
(C) Excavate culvert and overlying fill. Dispose all excavated soil off-site.	(G) Final planting to be done under a separate contract.
(D) Channel restoration, including geogrid, placement of creek bed substrate and LWM habitat structures.	



Revisions

Maddox Creek Fish Passage Barrier
 Removal Project
 Work Sequencing and TESC BMPs

Prepared for:



Prepared by:



2021 E. College Way, # 203
 Mount Vernon WA 98273
 (360) 428-4313

Date: 3-16-20

Scale: 1"=50'

Sheet # 12 of 12

APPENDIX D

Permits

Issuing Agency	Permit Status	Permit Number
Washington Department of Fish and Wildlife	Received	2020-4-50+01
Army Corp of Engineers	In Review	NWS-2019-01038
Department of Ecology	In Review	N/A



HYDRAULIC PROJECT APPROVAL

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

Issued Date: January 27, 2020
Project End Date: October 01, 2022

Permit Number: 2020-4-50+01
FPA/Public Notice Number: N/A
Application ID: 20031

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Skagit County Public Works ATTENTION: Emily Derenne 1800 Continental Pl Mount Vernon, WA 98273-5625	

Project Name: Maddox Creek culvert removal

Project Description: This project will remove a barrier culvert and restore natural stream channel morphology within 250 feet of Maddox Creek. The existing culvert is 233 feet long and 6 feet in diameter. The culvert was buried in a steep ravine with approximately 8,500 cubic yards of fill material that will be removed. The culvert was installed in the 1960s in anticipation of S 19th Street being extended. South 19th was never modified and the culvert serves no real purpose at this time. It is 210 feet long, perched 3 feet, and covered with ~8500 cubic yards of fill material. The culvert is rotted through most of the length with water flowing under the structure. The culvert is blocking fish passage and while also increasing erosion at the inlet and outlet.

PROVISIONS

- 1. TIMING LIMITATION:** You may begin the project on June 15, 2020, and you must complete the project by October 1, 2022, as long as any work below Ordinary High Water occurs between June 15 and October 1 of any permitted year.
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled Standard Application, dated November 27, 2019, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.
- 4. PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at wendy.cole@dfw.wa.gov; phone to (360) 280-7458; mail to Post Office Box 1100, La Conner, Washington 98257; or fax to (360) 360-466-0515 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.



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Application ID: 20031

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

STAGING, JOB SITE ACCESS, AND EQUIPMENT

6. 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.
7. Design and locate new temporary access roads to prevent erosion and sediment delivery to waters of the state.
8. Clearly mark boundaries to establish the limit of work associated with site access and construction.
9. Work waterward of Ordinary High Water only when the watercourse is dry (when no natural flow is occurring in the channel, or when flow is diverted around the job site).
10. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.
11. Check equipment daily for leaks and complete any required repairs and refueling in an upland location before using the equipment in or near the water.
12. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Protect all disturbed areas from erosion.
14. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
15. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow or precipitation conditions arise that will result in erosion or siltation of waters of the state.
16. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
17. Deposit all trash from the project at an appropriate upland disposal location.

WATER CROSSING REMOVAL

18. Remove the culvert in the dry or in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area.
19. Remove any imported fill and any other associated components of the culvert. Restore the site to a similar width, depth, gradient, and substrate composition as the channel segments upstream and downstream from the crossing.

FISH LIFE REMOVAL (Provisions applicable only if the stream is flowing)



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20. Remove all fish life from stream before stream is diverted.

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

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

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

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

IN-WATER WORK AREA ISOLATION USING BLOCK NETS (Provisions applicable only if the stream is flowing)

25. Isolate fish from the work area by using block nets. To anchor block nets, place bags filled with clean round gravel or clean cobbles, or use a T-post driver to secure the bottom of the nets.

26. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility.

27. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets.

28. After the first block net is secured at the upstream end, use a second block net to herd fish downstream and out of the project area.

29. Install a downstream block net if fish might reenter the work area from downstream.

30. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking.

31. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.

32. Check block nets at least three times a day for entangled fish and accumulated debris.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS (Provisions applicable only if stream is flowing)

33. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.

34. Install the temporary bypass before starting other construction work in the wetted perimeter.

35. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.

36. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following:

- a) Perforated plate: 0.094 inch (maximum opening diameter);
- b) Profile bar: 0.069 inch (maximum width opening); or
- c) Woven wire: 0.087 inch (maximum opening in the narrow direction).



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The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.

- 37. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.
- 38. Isolate pump hose intakes with block nets so that fish cannot get near the intake.
- 39. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area..

CHANNEL REGRADE AND LARGE WOOD and GEOGRID INSTALLATION

- 40. Conduct when channel is dry or flow is diverted, and according to plan details..
- 41. Place the fish habitat structures so they extend at least partially into the low flow channel.
- 42. Slope benches in the log step riffles and runs approximately at a 0.5 - 1% gradient to ensure positive flow toward the thalweg, to prevent fish stranding during receding flows.
- 43. There must be no vertical drops in the newly created streambed within the project area greater than 0.5 feet.
- 44. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.
- 45. Water discharging from the fill must not adversely affect fish life.

DEMOBILIZATION AND CLEANUP

- 46. Deposit waste material from the project, such as removed or replaced structures, construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater.
- 47. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
- 48. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
- 49. Before the end of the in-water work period specified in the timing limitation provision, abandon temporary crossings and roads in wet or flood-prone areas.
- 50. Completely remove any temporary fill before the end of the in-water timing window if the fill material could erode and deliver sediment-laden water into waters of the state.
- 51. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.
- 52. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
- 53. Complete planting riparian vegetation within 16 months of project completion, per the approved plan, during the dormant season (late fall through late winter).
- 54. Install fencing or other structures to prevent general access to the replanted riparian sites until the plantings are



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Permit Number: 2020-4-50+01
FPA/Public Notice Number: N/A
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well established.

55. Upon completion of the project, remove all materials or equipment from the site.

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

LOCATION #1: , , WA						
WORK START: June 15, 2020			WORK END: October 30, 2020			
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
03 - Skagit Lower - Samish		Maddox Creek			Unnamed	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	29	34 N	04 E	48.40106	-122.31924	Skagit
<u>Location #1 Driving Directions</u>						
Take I5 to the Anderson Road exit. Head east on Anderson. It will turn into South Laventure. Follow S Laventure to the project site.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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



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

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

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

APPEALS INFORMATION

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



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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 Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

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

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

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

Habitat Biologist Wendy.Cole@dfw.wa.gov
Wendy Cole 360-466-4345, Ext:272

for Director
WDFW

APPENDIX E

Proposal Forms

Proposal For Bidding Purposes

Maddox Creek Culvert Removal

SMALL PUBLIC WORKS PROJECT
SKAGIT COUNTY PUBLIC WORKS

Must be an approved contractor on the Municipal Research and Services Center (MRSC) Roster in order to Bid this project:
<http://www.mrscrosters.org>



**SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273**

BID PROPOSAL

Maddox Creek Culvert Removal

Skagit County, Washington

2020-2021

**** ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE ****

MUST BE AN APPROVED CONTRACTOR ON THE MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC) ROSTER IN ORDER TO BID THIS PROJECT:

<http://www.mrscrosters.org>

All bid envelopes must be plainly marked on the outside,
“Sealed Bid: Maddox Creek Culvert Removal”

BID DUE DATE AND TIME: Monday, June 1, 2020 at 2:45 p.m.

Late and/or incomplete bids will not be considered. Oral, telephonic, telegraphic, electronic, or faxed proposals will not be accepted.

Sealed Bids will be accepted at the following location by one of the following delivery methods:

Bids May be Hand-Delivered or Mailed to:

Skagit County Commissioners Office
Attn: Reception Desk
Sealed Bid: Maddox Creek Culvert Removal
1800 Continental Place
Mount Vernon, WA 98273

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

CONDITION OF AWARD:

It is the intent of Skagit County to award a contract to the low responsive and responsible bidder. All terms and conditions listed in the Contract Provisions and Specifications apply to this condition.

MANDATORY BIDDER CRITERIA:

Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
2. Have a current Washington Unified Business Identifier (UBI) number.
3. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW. Not applicable to sole proprietors if the owner performs work himself/herself.
4. Have a Washington Employment Security Department number (ESD), as required in Title 50 RCW **(and, if the lowest responsive and responsible bidder, provide documentation from ESD in the form of a letter or statement within 24 hours of submitting bid);**
5. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3) and;
7. Not be excluded or suspended from bidding on any public works contract under federal laws.

SCHEDULE:

Contractor shall not commence work until notice to proceed has been given by Skagit County; this occurs after the Contract has been executed by Skagit County Board of County Commissioners.

PAYMENT:

Invoices can be submitted after work is performed. Payment is made when the Contractor has filed his/her "Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries. Final payment is made when the Contractor has filed his/her "Affidavit of Paying Prevailing Wages".

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

This certifies that the undersigned has examined the entire bid proposal and contract provisions and specifications for the:

Maddox Creek Culvert Removal

and the contract governing the work embraced in this project, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work, or as much thereof as can be completed with the money available in accordance with the said description of work and contract, and the following schedule of rates and prices. Bidder acknowledges all requirements and signed all certificates contained herein. Bidder agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

Item No.	Description	Unit measure	Estimated quantity	Unit price	Total price
1	Submittals: Work plan, SPCC and dewatering plans	lump sum	1		\$ -
2	Mobilization and demobilization	lump sum	1		\$ -
3	Traffic Control	days	4		\$ -
4	Stabilized construction entrance	lump sum	1		\$ -
5	Stream isolation, dewatering and fish removal	lump sum	1		\$ -
6	High visibility construction fencing	lineal feet	600		\$ -
7	Clearing and grubbing	acre	0.7		\$ -
8	Work area dewatering/pumping	lump sum	1		\$ -
9	General excavation	cubic yards	8810		\$ -
10	Culvert demolition and disposal	lump sum	1		\$ -
11	Culvert trench backfill and compaction	cubic yards	290		\$ -
12	Soil disposal - haul offsite	cubic yards	8330		\$ -
13	Vegetated geogrid	lineal feet	500		\$ -
14	Streambed sediment, placed	cubic yards	60		\$ -
15	Streambed boulders, placed	each	20		\$ -
16	Cobble grade control weir	ton	1		\$ -
17	Furnish and install Type 1 LWM habitat structures	per unit	4		\$ -
18	Furnish and install Type 2 LWM habitat structures	per unit	3		\$ -
19	Salvaged (Type 3) LWM pieces installed	each	14		\$ -
20	Rock drainage swale	ton	70		\$ -
21	Erosion control blanket	square yards	2500		\$ -
22	Erosion control: straw wattle	lineal feet	950		\$ -
23	Hydroseeding	acre	0.7		\$ -
24	Final site cleanup	lump sum	1		\$ -
25	Miscellaneous force account work	lump sum	1		\$ 20,000.00
Subtotal Bid Amount					
Sales Tax at 8.7%					
TOTAL BID AMOUNT					

Please use ink, print legibly, and initial and date any changes, erasures, or cross-outs. All unit prices, when relevant, are mandatory and shall control.

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

PROPOSAL – Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

A proposal guaranty in an amount, which is equal to five percent (5%) of the estimated bid amount, based upon the approximate estimate of above prices and in the form as indicated below is attached hereto:

- CASHIER'S CHECK In the amount of \$_____Dollars
- CERTIFIED CHECK In the amount of \$_____Dollars
(Payable to Skagit County)
- PROPOSAL BOND In the amount of five percent (5%) of the total estimated contract amount.

If addendums have been issued:
Receipt is hereby acknowledged of Addendum(s) No.(s)_____

**S
I
G
N**



Signature of Authorized Official(s):

Firm Name: _____

Address: _____

Phone No. _____

State of Washington Contractor's License No. _____

UBI No. _____ Employment Security Department No. _____

- Note:
- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.
 - (2) Please refer to Section 1-02.6 of the Standard Specifications, "Preparation of Proposal", or "Article 4" of the Instruction to Bidders for building construction jobs.

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

NON-COLLUSION DECLARATION

I, by signing the proposal on page 5, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

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

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

The 'hotline' is part of USDOT's continuing effort to identify and investigate highway construction 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.

MUST ACCOMPANY EACH BID

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

NON-DISBARMENT CERTIFICATION

Are you on Comptroller General's list of Ineligible Contractors or list of parties excluded from Federal procurement or non-procurement programs? NO YES

Company Name: _____

Type of Business Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FID #: _____

Company Address: _____

The County/State/Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

INFORMATIONAL ONLY

MUST ACCOMPANY EACH BID

FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION**

INFORMATIONAL ONLY

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of
_____ as principal, and the
_____ a corporation duly

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

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

Maintenance of Restoration Projects in Skagit County

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

NOW THEREFORE, If the said proposal bid by said principal be accepted, and the contract be
awarded to said principal, and if said principal shall duly make and enter into and execute said contract
and shall furnish bond as required by Skagit County within a period of ten (10) days from and after said
award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall
remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this _____ day of _____, 2020.

(Principal)

(Surety)

(Attorney-in-fact)

Schedule of Measurement and Payment for Specific Bid Items

Item No.	Item	Basis of payment	WSDOT Standard Spec. Section	Description/Specification
1	Submittals: Work plan, SPCC, traffic control and dewatering plans	lump sum	8-01.3(1)A, as applicable.	Cost for preparing the required work plan , spill prevention control and countermeasures (SPCC) plan, and construction site dewatering/stream isolation plan, as required by the construction permits.
2	Mobilization and demobilization	lump sum		Cost for mobilization and demobilization of all materials, equipment, contractor facilities and labor.
3	Traffic control	days	1-10.2	Cost for implementing the approved plan for ensuring traffic safety in vicinity of the work site, as required by the City of Mount Vernon road access permit
4	Stabilized construction entrance and SPCC facilities	lump sum	8-01.3(7)	Equipment and supplies for implementing contractor's SPCC plan; angular rock, mud removal pad or equivalent for removing mud from tires and protecting pavement and curbs at the entrance to the work site.
5	Stream isolation, dewatering and fish removal	lump sum	Spec. Prov. 8-05	Cost for furnishing and installing BMPs to isolate the worksite from flowing water and to dewater the work site if needed. Includes costs for staging dewatering pumping. Costs for running the pump(s) will be paid from the contracting agency's force account, if needed. Fish exclusion will be done by the Contracting Agency and is not included in the bid.
6	High visibility construction fencing	lineal feet	8-01.3(9)A1	Furnish and install high-visibility plastic mesh fencing at sensitive areas to be demarcated by the site manager. Additional installation may be needed per environmental permits.
7	Clearing, grubbing and tree salvage	acre	2-01, Spec. Prov. 2-03.3(10)	Vegetation clearing and grubbing from area flagged by the site manager. Cleared vegetation to be disposed off site except trees flagged by the site manager for subsequent use in Bid Items 18 (Type 3 LWM).
8	Common excavation	cubic yards	1-09 as applicable	Cost for all excavation, including culvert overburden removal, hill slope grading, and stream channel and drainage swale grading. Quantity measured in place.
9	Culvert demolition and disposal	lump sum	Spec. Prov. 2-02	Cost for labor, equipment and disposal fees for removing the existing culvert and disposing it at an off-site disposal facility
10	Culvert trench backfill and compaction (Structural excavation Class B)	cubic yards	2-09.3(4)	Cost for backfilling the culvert excavation trench with clean borrow soil and grading and compacting per the plan details.
11	Soil disposal - haul offsite	cubic yards	2-04	Cost for hauling the excavated culvert overburden material and disposing it at an offsite location approved by the contracting agency. Quantity measured in place.
12	Vegetated geogrid	lineal feet	Special Provision 8-19	All costs for constructing vegetated geogrid per the drawings and specs. The contracting agency will provide the live willow stakes. Measurement is per lineal foot of creek bank treated with geogrid.
13	Streambed sediment, placed	cubic yards	Spec. Prov. 9-03.11 (1)	Cost for furnishing and placing stream bed sediment in the new channel.
14	Streambed boulders, placed	each	Spec. Prov. 9-03.11 (3)	Cost for furnishing and placing stream bed boulders in the new channel. Contracting agency may request a change order if it supplies the boulders.
15	Cobble grade control weir	ton	Spec. Prov. 9-03.11 (2)	Cost for furnishing and constructing the cobble grade control weir in the new channel.
16	Furnish and install Type 1 LWM habitat structures	per unit	Special Provision 8-28	Cost for furnishing materials for and constructing the Type 1 LWM pieces. Three tree trunk/root wad piece will be furnished by the contracting agency. Measurement is per unit installed.
17	Furnish and install Type 2 LWM habitat structures	per unit	Special Provision 8-28	Cost for furnishing materials for and constructing the Type 2 LWM pieces. Measurement is per unit installed.

18	Salvaged (Type 3) LWM pieces, installed	each	Special Provision 8-28	Cost for placing salvaged (Type 3) LWM pieces in the channel. Placement locations to be determined in the field by the site manager. Measurement is per log installed.
19	Rocked drainage swale	ton	9-13.1(5)	Cost for furnishing and placing 4" quarry spall for the drainage swale, measured at the quarry. Excavation of the subgrade of the swale is measured under Item No. 8 (Common Excavation).
20	Temporary erosion and sediment control (TESC): Erosion control blanket	square yards	Special Provision 8-01.3(7)	Cost for furnishing and installing coir erosion control fabric on exposed soils on the re-graded ravine slopes.
21	TESC: straw wattle	lineal feet	8-01.3(10)	Cost for furnishing and installing straw wattle.
22	Hydroseeding all exposed soil	acre	8-01.3(2)B	Hydroseeding of exposed soil with native grass seed mix and tackifier, per acre treated.
23	Final site cleanup	lump sum		Includes removal of all temporary BMPs, temporary contractor facilities, construction boundary fencing, and trash, and any other cleanup needs at the site manager's direction.
24	Miscellaneous force account work	dollars		Amount determined by the Contracting Agency to pay for work items whose quantity is indefinite or which may vary depending on site contingencies, as determined by the site manager.