

Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR THE:**

***2017 - 2019
DEBRIS REMOVAL PROJECT***

COUNTY PROJECT NO. SW-CTS 17-19

August, 2017

Lewis County Public Works
2025 NE Kresky Ave.
Chehalis, WA 98532-2626



7-24-17

BOARD OF COUNTY COMMISSIONERS

Edna J. Fund, District No. 1
Robert C. Jackson, District No. 2
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1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard
3 Specifications for Road, Bridge, and Municipal Construction.

4
5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

6
7 The following Amendments to the Standard Specifications are made a part of this contract and
8 supersede any conflicting provisions of the Standard Specifications. For informational purposes, the
9 date following each Amendment title indicates the implementation date of the Amendment or the latest
10 date of revision.

11
12 Each Amendment contains all current revisions to the applicable section of the Standard Specifications
13 and may include references which do not apply to this particular project.

14
15 **Section 1-01, Definitions and Terms**

16 August 1, 2016

17 **1-01.3 Definitions**

18 The following new term and definition is inserted after the eighth paragraph:

19
20 **Cold Weather Protection Period** – A period of time 7 days from the day of concrete placement or
21 the duration of the cure period, whichever is longer.

22
23 **Section 1-02, Bid Procedures and Conditions**

24 April 4, 2016

25 **1-02.4(1) General**

26 The first sentence of the last paragraph is revised to read:

27
28 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall
29 request the explanation or interpretation in writing by close of business on the Thursday preceding
30 the bid opening to allow a written reply to reach all prospective Bidders before the submission of
31 their Bids.

32
33 **1-02.9 Delivery of Proposal**

34 The last sentence of the third paragraph is revised to read:

35
36 The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit
37 is received after the time specified for receipt of Proposals or received in a location other than that
38 specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal
39 work processes of the Contracting Agency so that Proposals cannot be received.

40
41 The following new paragraph is inserted before the last paragraph:

42
43 If an emergency or unanticipated event interrupts normal work processes of the Contracting
44 Agency so that Proposals cannot be received at the office designated for receipt of bids as
45 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be
46 extended to the same time of day specified in the solicitation on the first work day on which the
47 normal work processes of the Contracting Agency resume.

48
49 **1-02.12 Public Opening of Proposals**

50 This section is supplemented with the following new paragraph:

1 If an emergency or unanticipated event interrupts normal work processes of the Contracting
2 Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time
3 specified for opening of Proposals will be deemed to be extended to the same time of day on the
4 first work day on which the normal work processes of the Contracting Agency resume.

5 **Section 1-04, Scope of the Work**

7 January 3, 2017

8 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, 9 and Addenda**

10 The following new paragraph is inserted before the second to last paragraph:

11
12 Whenever reference is made in these Specifications or the Special Provisions to codes, rules,
13 specifications, and standards, the reference shall be construed to mean the code, rule,
14 specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or
15 as required by law.

16 **1-04.3 Reference Information**

17 This section is supplemented with the following new sentence:

18
19 If a document that is provided as reference information contains material also included as a part of
20 the Contract, that portion of the document shall be considered a part of the Contract and not as
21 Reference Information.
22

23 **Section 1-06, Control of Material**

24
25 January 4, 2016

26 This section is supplemented with the following new section and subsections:

27 **1-06.6 Recycled Materials**

28 The Contractor shall make their best effort to utilize recycled materials in the construction of the
29 project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement
30 of the Contract.
31

32
33 The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing
34 within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's
35 anticipated usage of recycled materials for meeting the requirements of these Specifications. The
36 quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for
37 each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of
38 Recycled Material. When a Contract does not include Work that requires the use of a material that
39 is included in the requirements for using materials the Contractor may state in their plan that no
40 recycled materials are proposed for use.
41

42 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were
43 utilized in the construction of the project for each of the items listed in Section 9-03.21. The report
44 shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and
45 other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned
46 to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled
47 Materials Reporting.
48

49 **1-06.6(1) Recycling of Aggregate and Concrete Materials**

50 **1-06.6(1)A General**

51 The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of
52 aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table
53

1 on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled
2 concrete aggregate. The percentage of recycled material incorporated into the project for meeting
3 the required percentage will be calculated in tons based on the quantity of recycled concrete used
4 on the entire Contract and not as individual items.

5
6 If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the
7 Contractor may choose to not use recycled concrete aggregate. When the Contractor does not
8 meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to
9 costs or any other reason the following shall be submitted:

- 10
11 1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the
12 Contract. The cost estimate shall include the following:
- 13 a. The estimated costs for the Work for each material with 25 percent recycled concrete
14 aggregate. The cost estimate shall include for each material a copy of the price
15 quote from the supplier with the lowest total cost for the Work.
 - 16 b. The estimated costs for the Work for each material without recycled concrete
17 aggregate.
- 18
19

20
21 The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials
22 Reporting form.

23 **Section 1-07, Legal Relations and Responsibilities to the Public**

24
25 January 3, 2017

26 **1-07.1 Laws to be Observed**

27 In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting
28 Agency".

29 **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

30 The last three sentences of the first paragraph are deleted and replaced with the following new
31 sentence:

32
33 The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of
34 tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid
35 prices.
36
37

1
2

1 **INTRODUCTION**

2
3 The following Special Provisions are made a part of this contract and supersede any conflicting
4 provisions of the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, and the
5 foregoing Amendments to the Standard Specifications.

6
7 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT
8 Construction Manual, together with the Special Provisions and the attached plans hereinafter contained,
9 covering all work specified under this contract are incorporated and hereby made a part of this contract.
10 The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard
11 Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction
12 Manual.

13
14 Several types of Special Provisions are included in this contract; General, Region, Bridges and
15 Structures, and Project Specific. Special Provisions types are differentiated as follows:

16		
17	(date)	General Special Provision
18	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
19		
20	(APWA GSP)	American Public Works Association General Special Provision
21		

22 **General Special Provisions** are similar to Standard Specifications in that they typically apply to many
23 projects, usually in more than one Region. Usually, the only difference from one project to another is
24 the inclusion of variable project data, inserted as a “fill-in”.

25
26 **Project Specific Special Provisions** normally appear only in the contract for which they were
27 developed.

28
29 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of
30 this contract:

31
32 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that
33 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean Lewis
34 County Engineer; that wherever the words “State Treasurer” are used they shall mean Lewis
35 County Treasurer; that wherever the words “State Auditor” are used they shall mean Lewis
36 County Auditor; that wherever the words “Motor Vehicle Fund” are used they shall mean Lewis
37 County Road Fund.

38 **SPECIAL PROVISIONS**

39 **DIVISION 1**
40 **GENERAL REQUIREMENTS**

41
42 **1-01, DESCRIPTION OF WORK**

43 (March 13, 1995)

44
45 This contract provides for the improvement of *** Lewis County Solid Waste site, in Lewis County by
46 grinding and or chipping woody debris and load into Lewis County Agency provided hauling vehicles,
47 *** and other work, all in accordance with the attached Plans, these Contract Provisions, and the
48 Standard Specifications.

1
2 **1-02, BID PROCEDURES AND CONDITIONS**

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 qualifications of
11 RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public
12 works project.

13
14 **1-02.2 Plans and Specifications**

15 **(*****)**

16 The first paragraph of section 1-02.2 is revised to read:

17
18 Copies of the plans, specifications and soils information are on file in the office of:

19
20 Lewis County Public Works Department
21 2025 NE Kresky Ave.
22 Chehalis, Washington 98532
23 (360) 740-2612
24

25 The second paragraph of section 1-02.2 is revised to read:

26
27 Prospective bidders may obtain plans and specifications from Lewis County Public
28 Works Department in Chehalis, Washington or download from Lewis County Website at
29 www.lewiscountywa.gov.

30
31 **1-02.6 Preparation Of Proposal**

32
33 (August 2, 2004)

34 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

35
36 **1-02.12 Public Opening Of Proposal**

37 **(*****)**

38 Section 1-02.12 is supplemented with the following:

39
40 **Date and Time of Bid Opening**

41 The Board of County Commissioners of Lewis County or designee, will open sealed proposals and
42 publicly read them aloud on or after 11:00 a.m. on August 29, 2017, at the Lewis County
43 Courthouse, Chehalis, Washington, for the 2017-2019 Debris Removal Project.

44
45 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
46 **11:00 A.M. on Tuesday, August 29, 2017**

47 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.
48 **Bids submitted after 11:00 AM will not be considered for this project.**)

49
50 **Delivery and Marking of Sealed Bid Proposals**

51 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners
52 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00**

1 a.m. on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR**
2 **THE 2017-2019 DEBRIS REMOVAL PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON**
3 **AUGUST 29, 2017.**

4
5 **1-02.13 Irregular Proposals**
6 *(January 4, 2016 APWA GSP)*

7
8 Delete this section and replace it with the following:

- 9
10 1. A proposal will be considered irregular and will be rejected if:
- 11 a. The Bidder is not prequalified when so required;
 - 12 b. The authorized proposal form furnished by the Contracting Agency is not used or is
13 altered;
 - 14 c. The completed proposal form contains any unauthorized additions, deletions, alternate
15 Bids, or conditions;
 - 16 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into
17 the Contract;
 - 18 e. A price per unit cannot be determined from the Bid Proposal;
 - 19 f. The Proposal form is not properly executed;
 - 20 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
21 required in Section 1-02.6;
 - 22 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
23 Certification, if applicable, as required in Section 1-02.6;
 - 24 i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's
25 completed DBE Utilization Certification that they are in agreement with the bidders DBE
26 participation commitment, if applicable, as required in Section 1-02.6, or if the written
27 confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - 28 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
29 required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate
30 that a Good Faith Effort to meet the Condition of Award was made;
 - 31 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
32 terms of the Bid invitation; or
 - 33 l. More than one proposal is submitted for the same project from a Bidder under the same
34 or different names.
- 35
- 36 2. A Proposal may be considered irregular and may be rejected if:
- 37 a. The Proposal does not include a unit price for every Bid item;
 - 38 b. Any of the unit prices are excessively unbalanced (either above or below the amount of
39 a reasonable Bid) to the potential detriment of the Contracting Agency;
 - 40 c. Receipt of Addenda is not acknowledged;
 - 41 d. A member of a joint venture or partnership and the joint venture or partnership submit
42 Proposals for the same project (in such an instance, both Bids may be rejected); or
 - 43 e. If Proposal form entries are not made in ink.

44
45 **1-02.14 Disqualification of Bidders**
46 *(March 8, 2013 APWA GSP, Option B)*

47
48 Delete this Section and replace it with the following:

1 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
2 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following
3 Supplemental Criteria:

4
5 **1. Delinquent State Taxes**

- 6
7 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
8 Department of Revenue without a payment plan approved by the Department of
9 Revenue.
10
11 B. Documentation: The Bidder shall not be listed on the Washington State Department of
12 Revenue's "Delinquent Taxpayer List" website:
13 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so
14 listed, they must submit a written payment plan approved by the Department of
15 Revenue, to the Contracting Agency by the deadline listed below.

16
17 **2. Federal Debarment**

- 18
19 A Criterion: The Bidder shall not currently be debarred or suspended by the Federal
20 government.
21
22 B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the
23 U.S. government's "System for Award Management" database (www.sam.gov).

24
25 **3. Subcontractor Responsibility**

- 26
27 A Criterion: The Bidder's standard subcontract form shall include the subcontractor
28 responsibility language required by RCW 39.06.020, and the Bidder shall have an
29 established procedure which it utilizes to validate the responsibility of each of its
30 subcontractors. The Bidder's subcontract form shall also include a requirement that
31 each of its subcontractors shall have and document a similar procedure to determine
32 whether the sub-tier subcontractors with whom it contracts are also "responsible"
33 subcontractors as defined by RCW 39.06.020.
34
35 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
36 copy of its standard subcontract form for review by the Contracting Agency, and a
37 written description of its procedure for validating the responsibility of subcontractors
38 with which it contracts.

39
40 **4. Prevailing Wages**

- 41
42 A Criterion: The Bidder shall not have a record of prevailing wage violations as
43 determined by WA Labor & Industries in the five years prior to the bid submittal date,
44 that demonstrates a pattern of failing to pay workers prevailing wages, unless there
45 are extenuating circumstances and such circumstances are deemed acceptable to the
46 Contracting Agency.
47
48 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list
49 of all prevailing wage violations in the five years prior to the bid submittal date, along
50 with an explanation of each violation and how it was resolved. The Contracting
51 Agency will evaluate these explanations and the resolution of each complaint to
52 determine whether the violation demonstrate a pattern of failing to pay its workers
53 prevailing wages as required.

1
2 **5. Claims Against Retainage and Bonds**
3

- 4 A Criterion: The Bidder shall not have a record of excessive claims filed against the
5 retainage or payment bonds for public works projects in the three years prior to the bid
6 submittal date, that demonstrate a lack of effective management by the Bidder of
7 making timely and appropriate payments to its subcontractors, suppliers, and workers,
8 unless there are extenuating circumstances and such circumstances are deemed
9 acceptable to the Contracting Agency.
10
- 11 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list
12 of the public works projects completed in the three years prior to the bid submittal date
13 that have had claims against retainage and bonds and include for each project the
14 following information:
15
- 16 • Name of project
 - 17 • The owner and contact information for the owner;
 - 18 • A list of claims filed against the retainage and/or payment bond for any of the
19 projects listed;
 - 20 • A written explanation of the circumstances surrounding each claim and the
21 ultimate resolution of the claim.
22

23 **6. Public Bidding Crime**
24

- 25 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
26 involving bidding on a public works contract in the five years prior to the bid submittal
27 date.
28
- 29 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
30 statement (on a form to be provided by the Contracting Agency) that the Bidder and/or
31 its owners have not been convicted of a crime involving bidding on a public works
32 contract.
33

34 **7. Termination for Cause / Termination for Default**
35

- 36 A Criterion: The Bidder shall not have had any public works contract terminated for
37 cause or terminated for default by a government agency in the five years prior to the
38 bid submittal date, unless there are extenuating circumstances and such
39 circumstances are deemed acceptable to the Contracting Agency.
40
- 41 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
42 statement (on a form to be provided by the Contracting Agency) that the Bidder has
43 not had any public works contract terminated for cause or terminated for default by a
44 government agency in the five years prior to the bid submittal date; or if Bidder was
45 terminated, describe the circumstances. .
46

47 **8. Lawsuits**
48

- 49 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
50 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
51 failing to meet the terms of contracts, unless there are extenuating circumstances and
52 such circumstances are deemed acceptable to the Contracting Agency
53

1 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
2 statement (on a form to be provided by the Contracting Agency) that the Bidder has
3 not had any lawsuits with judgments entered against the Bidder in the five years prior
4 to the bid submittal date that demonstrate a pattern of failing to meet the terms of
5 contracts, or shall submit a list of all lawsuits with judgments entered against the
6 Bidder in the five years prior to the bid submittal date, along with a written explanation
7 of the circumstances surrounding each such lawsuit. The Contracting Agency shall
8 evaluate these explanations to determine whether the lawsuits demonstrate a pattern
9 of failing to meet of terms of construction related contracts
10

11 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated
12 above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M.
13 (noon) of the second business day following the bid submittal deadline, a written statement
14 verifying that the Bidder meets all of the mandatory and supplemental criteria together with
15 supporting documentation including but not limited to that detailed above (sufficient in the sole
16 judgment of the Contracting Agency) demonstrating compliance with all mandatory and
17 supplemental responsibility criteria. The Contracting Agency reserves the right to request such
18 documentation from other Bidders as well, and to request further documentation as needed to
19 assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information
20 from third-parties and independent sources of information concerning a Bidder's compliance with
21 the mandatory and supplemental criteria, and to use that information in their evaluation. The
22 Contracting Agency may (but is not required to) consider mitigating factors in determining whether
23 the Bidder complies with the requirements of the supplemental criteria.
24

25 The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria
26 shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or
27 third parties) including but not limited to: (i) financial, historical, or operational data from the
28 Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the
29 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional
30 information obtained by the Contracting Agency which is believed to be relevant to the matter.
31

32 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria
33 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in
34 writing, with the reasons for its determination. If the Bidder disagrees with this determination, it
35 may appeal the determination within two (2) business days of the Contracting Agency's
36 determination by presenting its appeal and any additional information to the Contracting Agency.
37 The Contracting Agency will consider the appeal and any additional information before issuing its
38 final determination. If the final determination affirms that the Bidder is not responsible, the
39 Contracting Agency will not execute a contract with any other Bidder until at least two business
40 days after the Bidder determined to be not responsible has received the Contracting Agency's
41 final determination.
42

43 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
44 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria
45 may make or submit requests to the Contracting Agency to modify the criteria. Such requests
46 shall be in writing, describe the nature of the concerns, and propose specific modifications to the
47 criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5)
48 business days prior to the bid submittal deadline and address the request to the Project Engineer
49 or such other person designated by the Contracting Agency in the Bid Documents.
50

51 **1-02.15 Pre Award Information**

1 (August 14, 2013 APWA GSP)

2
3 Revise this section to read:

4
5 Before awarding any contract, the Contracting Agency may require one or more of these items or
6 actions of the apparent lowest responsible bidder:

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

18 19 **1-03, AWARD AND EXECUTION OF CONTRACT**

20 21 **1-03.1 Consideration of Bids**

22 (*****)

23
24 Section 1-03.1 is supplemented with the following:

25
26 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received
27 exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected
28 for this reason, this project may be deferred for re-advertising for bids until a more competitive
29 situation exists.

30 31 **1-03.3 Execution of Contract**

32 (October 1, 2005 APWA GSP)

33
34 Revise this section to read:

35
36 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for
37 signature by the successful bidder on the first business day following award. The number of copies
38 to be executed by the Contractor will be determined by the Contracting Agency.

39
40 Within 15 calendar days after the award date, the successful bidder shall return the signed
41 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18,
42 and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by
43 the Contracting Agency, the successful bidder shall provide any pre-award information the
44 Contracting Agency may require under Section 1-02.15.

45
46 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency
47 nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The
48 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered
49 before the contract is executed by the Contracting Agency.

1 If the bidder experiences circumstances beyond their control that prevents return of the contract
2 documents within the calendar days after the award date stated above, the Contracting Agency
3 may grant up to a maximum of 5 additional calendar days for return of the documents, provided
4 the Contracting Agency deems the circumstances warrant it.

5 **1-03.4 Contract Bond**

6 *(July 23, 2015 APWA GSP)*

7
8
9 Delete the first paragraph and replace it with the following:

10
11 The successful bidder shall provide executed payment and performance bond(s) for the full contract
12 amount. The bond may be a combined payment and performance bond; or be separate payment
13 and performance bonds. In the case of separate payment and performance bonds, each shall be
14 for the full contract amount. The bond(s) shall:

- 15 1. Be on Contracting Agency-furnished form(s);
- 16 2. Be signed by an approved surety (or sureties) that:
 - 17 a. Is registered with the Washington State Insurance Commissioner, and
 - 18 b. Appears on the current Authorized Insurance List in the State of Washington published by
19 the Office of the Insurance Commissioner,
- 20 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
21 conditions under the Contract, including but not limited to the duty and obligation to indemnify,
22 defend, and protect the Contracting Agency against all losses and claims related directly or
23 indirectly from any failure:
 - 24 a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of
25 the Contractor) to faithfully perform and comply with all contract obligations, conditions, and
26 duties, or
 - 27 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to
28 pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or
29 any other person who provides supplies or provisions for carrying out the work;
- 30 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project
31 under titles 50, 51, and 82 RCW; and
- 32 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond;
33 and
- 34 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor
35 or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or
36 vice president, unless accompanied by written proof of the authority of the individual signing the
37 bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such
38 effect signed by the president or vice president).

39 40 **1-05, CONTROL OF WORK**

41 **1-05.7 Removal of Defective and Unauthorized Work**

42 *(October 1, 2005 APWA GSP)*

43
44 Supplement this section with the following:

45
46 If the Contractor fails to remedy defective or unauthorized work within the time specified in a written
47 notice from the Engineer, or fails to perform any part of the work required by the Contract
48 Documents, the Engineer may correct and remedy such work as may be identified in the written

1 notice, with Contracting Agency forces or by such other means as the Contracting Agency may
2 deem necessary.

3
4 If the Contractor fails to comply with a written order to remedy what the Engineer determines to be
5 an emergency situation, the Engineer may have the defective and unauthorized work corrected
6 immediately, have the rejected work removed and replaced, or have work the Contractor refuses to
7 perform completed by using Contracting Agency or other forces. An emergency situation is any
8 situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
9 might cause serious risk of loss or damage to the public.

10
11 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying
12 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by
13 the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the
14 Contractor. Such direct and indirect costs shall include in particular, but without limitation,
15 compensation for additional professional services required, and costs for repair and replacement of
16 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's
17 unauthorized work.

18
19 No adjustment in contract time or compensation will be allowed because of the delay in the
20 performance of the work attributable to the exercise of the Contracting Agency's rights provided by
21 this Section.

22
23 The rights exercised under the provisions of this section shall not diminish the Contracting Agency's
24 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's
25 failure to perform the work as required.

26
27 **1-05.13 Superintendents, Labor and Equipment of Contractor**
28 (March 25, 2009 APWA GSP)

29
30 Revise the seventh paragraph to read:

31
32 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
33 Section 1-02.14, it will take these performance reports into account.
34

35 **1-05.14 Cooperation With Other Contractors**

36 Section 1-05.14 is supplemented with the following:
37 (March 13, 1995)

38
39 **Other Contracts Or Other Work**

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

42
43 \$\$ Trucking Operations, Solid Waste Operations \$\$
44

45 **1-05.15 Method of Serving Notices**

46 (March 25, 2009 APWA GSP)

47 Revise the second paragraph to read:

48
49 All correspondence from the Contractor shall be directed to the Project Engineer. All
50 correspondence from the Contractor constituting any notification, notice of protest, notice of dispute,
51 or other correspondence constituting notification required to be furnished under the Contract, must
52 be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office.

1 Electronic copies such as e-mails or electronically delivered copies of correspondence will not
2 constitute such notice and will not comply with the requirements of the Contract.
3

4 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

5 **1-07.2 State Taxes**

6 Delete this section, including its sub-sections, in its entirety and replace it with the following:
7

8 **1-07.2 State Sales Tax**

9 *(June 27, 2011 APWA GSP)*
10

11
12 The Washington State Department of Revenue has issued special rules on the State sales tax.
13 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
14 contact the Washington State Department of Revenue for answers to questions in this area. The
15 Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax
16 liability.
17

18 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
19 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
20 describes this exception.
21

22 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-
23 funded Project) only if the Contractor has obtained from the Washington State Department of
24 Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).
25 The Contracting Agency may deduct from its payments to the Contractor any amount the
26 Contractor may owe the Washington State Department of Revenue, whether the amount owed
27 relates to this contract or not. Any amount so deducted will be paid into the proper State fund.
28

29 **1-07.2(1) State Sales Tax — Rule 171**

30
31 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,
32 which are owned by a municipal corporation, or political subdivision of the state, or by the United
33 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined
34 sewer systems within and included as a part of the street or road drainage system and power lines
35 when such are part of the roadway lighting system. For work performed in such cases, the
36 Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or
37 other contract amounts, including those that the Contractor pays on the purchase of the materials,
38 equipment, or supplies used or consumed in doing the work.
39

40 **1-07.2(2) State Sales Tax — Rule 170**

41
42 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing
43 buildings, or other structures, upon real property. This includes, but is not limited to, the
44 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and
45 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and
46 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph,
47 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless
48 such power lines become a part of a street or road lighting system; and installing or attaching of any
49 article of tangible personal property in or to real property, whether or not such personal property
50 becomes a part of the realty by virtue of installation.
51

52 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail
53 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to

1 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales
2 tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following
3 exception.

4
5 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
6 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
7 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
8 prices or in any other contract amount.

9 10 **1-07.2(3) Services**

11
12 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly
13 for professional or other services (as defined in Washington State Department of Revenue Rules
14 138 and 244).

15 16 **1-07.6 Permits and Licenses**

17 Section 1-07.6 is supplemented with the following:

18
19 (*****)

20 The Contractor will be required to obtain all necessary permits and licenses for the performance of
21 any and all work connected with this Contract.

22 23 **1-07.9 Wages**

24 25 **1-07.9(1) General**

26 (January 3, 2014)

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

28
29 The Federal wage rates incorporated in this contract have been established by the Secretary of
30 Labor under United States Department of Labor General Decision No. WA140001.

31
32 (*****)

33 **Federal Wage Rates incorporated into this Contract are intended for a FEMA disaster event**
34 **within the Contract time frame. All other wages shall follow State wage rates.**

35
36 The State rates incorporated in this contract are applicable to all construction activities associated
37 with this contract.

38 39 **1-07.9(5) Required Documents**

40 Section 1-07.9(5) is supplemented with the following:

41
42 (*****)

43 **The Contracting Agency shall withhold payment to each bid item missing “Statement of**
44 **Intent to Pay prevailing Wages” as described in this Section of the Standard**
45 **Specifications.**

46
47 (April 2, 2007)

48 **Application of Wage Rates For The Occupation Of Landscape Construction**

49
50 State prevailing wage rates for public works contracts are included in this contract and show a separate
51 listing for the occupation:

52
53 Landscape Construction, which includes several different occupation descriptions such as:
54 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and

1 Landscaping or Planting Laborers.

2
3 In addition, federal wage rates that are included in this contract may also include occupation
4 descriptions in Federal Occupational groups for work also specifically identified with landscaping such
5 as:

6
7 Laborers with the occupation description, Landscaping or Planting, or

8
9 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

10
11 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
12 Federal wage rates for all occupation descriptions, specific or general, must be considered and
13 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
14 becomes the minimum wage rate for the work performed in that occupation.

15
16 Contractors are responsible for determining the appropriate crafts necessary to perform the contract
17 work. If a classification considered necessary for performance of the work is missing from the Federal
18 Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a
19 proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444,
20 Request for Authorization of Additional Classification and Wage Rate available at
21 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's office.
22 The presence of a classification wage on the Washington State Prevailing Wage Rates For Public
23 Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal
24 classification wage rate.

25
26 (*****)

27 **Note: No landscape construction is anticipated in this contract. The above listed occupation is**
28 **provided as an example. It is the Contractor's responsibility to determine the appropriate crafts**
29 **necessary to perform the contract work.**

30
31 **1-07.11 Requirements for Nondiscrimination**

32 Section 1-07.11 is supplemented with the following:

33
34 (January 3, 2011)

35 Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
36 11246)

- 37
38 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal
39 Equal Employment Opportunity Construction Contract Specifications set forth herein.
40
41 2. The goals and timetables for minority and female participation set by the Office of Federal
42 Contract Compliance Programs, expressed in percentage terms for the Contractor's
43 aggregate work force in each construction craft and in each trade on all construction work in
44 the covered area, are as follows:

45
46 Women - Statewide

47
48 Timetable

49
50 Goal

51
52 Until further notice

6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

1	Spokane, WA:	
2	SMSA Counties:	
3	Spokane, WA	2.8
4	WA Spokane.	
5	Non-SMSA Counties	3.0
6	WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA	
7	Pend Oreille; WA Stevens; WA Whitman.	
8		
9	Richland, WA	
10	SMSA Counties:	
11	Richland Kennewick, WA	5.4
12	WA Benton; WA Franklin.	
13	Non-SMSA Counties	3.6
14	WA Walla Walla.	
15		
16	Yakima, WA:	
17	SMSA Counties:	
18	Yakima, WA	9.7
19	WA Yakima.	
20	Non-SMSA Counties	7.2
21	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
22		
23	Seattle, WA:	
24	SMSA Counties:	
25	Seattle Everett, WA	7.2
26	WA King; WA Snohomish.	
27	Tacoma, WA	6.2
28	WA Pierce.	
29	Non-SMSA Counties	6.1
30	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
31	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA	
32	Whatcom.	
33		
34	Portland, OR:	
35	SMSA Counties:	
36	Portland, OR-WA	4.5
37	WA Clark.	
38	Non-SMSA Counties	3.8
39	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
40		

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

46
47 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-
48 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative
49 action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to
50 meet the goals. The hours of minority and female employment and training must be
51 substantially uniform throughout the length of the contract, in each construction craft and in
52 each trade, and the Contractor shall make a good faith effort to employ minorities and women
53 evenly on each of its projects. The transfer of minority or female employees or trainees from
54 Contractor to Contractor or from project to project for the sole purpose of meeting the
55 Contractor's goal shall be a violation of the contract, the Executive Order and the regulations

1 in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours
2 performed.

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

12
13 District Director
14 U.S. Department of Labor
15 Office of Federal Contract Compliance Programs
16 Seattle District Office
17 1111 Third Avenue, Suite 745
18 Seattle, WA 98101-3212
19

20 Additional information may be found at the U.S. Department of Labor website:
21 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>
22

- 23 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is
24 as designated herein.
25

26 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive
27 Order 11246)
28

- 29 1. As used in these specifications:
30

- 31 a. Covered Area means the geographical area described in the solicitation from which
32 this contract resulted;
33
34 b. Director means Director, Office of Federal Contract Compliance Programs, United
35 States Department of Labor, or any person to whom the Director delegates authority;
36
37 c. Employer Identification Number means the Federal Social Security number used on
38 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
39
40 d. Minority includes:
41
42 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
43
44 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,
45 Puerto Rican, Cuban, Central American, South American, or other Spanish
46 origin.
47
48 (3) Asian or Pacific Islander, a person having origins in any of the original
49 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
50 Samoa.
51
52 (4) American Indian or Alaskan Native, a person having origins in any of the
53 original peoples of North America, and who maintain cultural identification
54 through tribal affiliation or community recognition.
55

- 1 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work
2 involving any construction trade, it shall physically include in each subcontract in excess of
3 \$10,000 the provisions of these specifications and the Notice which contains the applicable
4 goals for minority and female participation and which is set forth in the solicitations from which
5 this contract resulted.
6
- 7 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
8 the U.S. Department of Labor in the covered area either individually or through an
9 association, its affirmative action obligations on all work in the Plan area (including goals and
10 timetables) shall be in accordance with that Plan for those trades which have unions
11 participating in the Plan. Contractors must be able to demonstrate their participation in and
12 compliance with the provisions of any such Hometown Plan. Each Contractor or
13 Subcontractor participating in an approved Plan is individually required to comply with its
14 obligations under the EEO clause, and to make a good faith effort to achieve each goal under
15 the Plan in each trade in which it has employees. The overall good faith performance by other
16 Contractors or Subcontractors toward a goal in an approved Plan does not excuse any
17 covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan
18 goals and timetables.
19
- 20 4. The Contractor shall implement the specific affirmative action standards provided in
21 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from
22 which this contract resulted are expressed as percentages of the total hours of employment
23 and training of minority and female utilization the Contractor should reasonably be able to
24 achieve in each construction trade in which it has employees in the covered area. Covered
25 construction contractors performing construction work in geographical areas where they do
26 not have a Federal or federally assisted construction contract shall apply the minority and
27 female goals established for the geographical area where the work is being performed. The
28 Contractor is expected to make substantially uniform progress in meeting its goals in each
29 craft during the period specified.
30
- 31 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with
32 whom the Contractor has a collective bargaining agreement, to refer either minorities or
33 women shall excuse the Contractor's obligations under these specifications, Executive Order
34 11246, or the regulations promulgated pursuant thereto.
35
- 36 6. In order for the nonworking training hours of apprentices and trainees to be counted in
37 meeting the goals, such apprentices and trainees must be employed by the Contractor during
38 the training period, and the Contractor must have made a commitment to employ the
39 apprentices and trainees at the completion of their training, subject to the availability of
40 employment opportunities. Trainees must be trained pursuant to training programs approved
41 by the U.S. Department of Labor.
42
- 43 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity.
44 The evaluation of the Contractor's compliance with these specifications shall be based upon
45 its effort to achieve maximum results from its action. The Contractor shall document these
46 efforts fully, and shall implement affirmative action steps at least as extensive as the following:
47
 - 48 a. Ensure and maintain a working environment free of harassment, intimidation, and
49 coercion at all sites, and in all facilities at which the Contractor's employees are
50 assigned to work. The Contractor, where possible, will assign two or more women to
51 each construction project. The Contractor shall specifically ensure that all foremen,
52 superintendents, and other on-site supervisory personnel are aware of and carry out
53 the Contractor's obligation to maintain such a working environment, with specific
54 attention to minority or female individuals working at such sites or in such facilities.
55

- 1 b. Establish and maintain a current list of minority and female recruitment sources,
2 provide written notification to minority and female recruitment sources and to
3 community organizations when the Contractor or its unions have employment
4 opportunities available, and maintain a record of the organizations' responses.
5
6 c. Maintain a current file of the names, addresses and telephone numbers of each
7 minority and female off-the-street applicant and minority or female referral from a
8 union, a recruitment source or community organization and of what action was taken
9 with respect to each such individual. If such individual was sent to the union hiring
10 hall for referral and was not referred back to the Contractor by the union or, if
11 referred, not employed by the Contractor, this shall be documented in the file with the
12 reason therefor, along with whatever additional actions the Contractor may have
13 taken.
14
15 d. Provide immediate written notification to the Director when the union or unions with
16 which the Contractor has a collective bargaining agreement has not referred to the
17 Contractor a minority person or woman sent by the Contractor, or when the
18 Contractor has other information that the union referral process has impeded the
19 Contractor's efforts to meet its obligations.
20
21 e. Develop on-the-job training opportunity and/or participate in training programs for the
22 area which expressly include minorities and women, including upgrading programs
23 and apprenticeship and trainee programs relevant to the Contractor's employment
24 needs, especially those programs funded or approved by the U.S. Department of
25 Labor. The Contractor shall provide notice of these programs to the sources
26 compiled under 7b above.
27
28 f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions
29 and training programs and requesting their cooperation in assisting the Contractor in
30 meeting its EEO obligations; by including it in any policy manual and collective
31 bargaining agreement; by publicizing it in the company newspaper, annual report,
32 etc.; by specific review of the policy with all management personnel and with all
33 minority and female employees at least once a year; and by posting the company
34 EEO policy on bulletin boards accessible to all employees at each location where
35 construction work is performed.
36
37 g. Review, at least annually, the company's EEO policy and affirmative action
38 obligations under these specifications with all employees having any responsibility for
39 hiring, assignment, layoff, termination or other employment decisions including
40 specific review of these items with on-site supervisory personnel such as
41 Superintendents, General Foremen, etc., prior to the initiation of construction work at
42 any job site. A written record shall be made and maintained identifying the time and
43 place of these meetings, persons attending, subject matter discussed, and
44 disposition of the subject matter.
45
46 h. Disseminate the Contractor's EEO policy externally by including it in any advertising
47 in the news media, specifically including minority and female news media, and
48 providing written notification to and discussing the Contractor's EEO policy with other
49 Contractors and Subcontractors with whom the Contractor does or anticipates doing
50 business.
51
52 i. Direct its recruitment efforts, both oral and written to minority, female and community
53 organizations, to schools with minority and female students and to minority and
54 female recruitment and training organizations serving the Contractor's recruitment
55 area and employment needs. Not later than one month prior to the date for the

1 acceptance of applications for apprenticeship or other training by any recruitment
2 source, the Contractor shall send written notification to organizations such as the
3 above, describing the openings, screening procedures, and tests to be used in the
4 selection process.

- 5
- 6 j. Encourage present minority and female employees to recruit other minority persons
7 and women and where reasonable, provide after school, summer and vacation
8 employment to minority and female youth both on the site and in other areas of a
9 Contractor's work force.
- 10
- 11 k. Validate all tests and other selection requirements where there is an obligation to do
12 so under 41 CFR Part 60-3.
- 13
- 14 l. Conduct, at least annually, an inventory and evaluation of all minority and female
15 personnel for promotional opportunities and encourage these employees to seek or
16 to prepare for, through appropriate training, etc., such opportunities.
- 17
- 18 m. Ensure that seniority practices, job classifications, work assignments and other
19 personnel practices, do not have a discriminatory effect by continually monitoring all
20 personnel and employment related activities to ensure that the EEO policy and the
21 Contractor's obligations under these specifications are being carried out.
- 22
- 23 n. Ensure that all facilities and company activities are nonsegregated except that
24 separate or single-user toilet and necessary changing facilities shall be provided to
25 assure privacy between the sexes.
- 26
- 27 o. Document and maintain a record of all solicitations of offers for subcontracts from
28 minority and female construction contractors and suppliers, including circulation of
29 solicitations to minority and female contractor associations and other business
30 associations.
- 31
- 32 p. Conduct a review, at least annually, of all supervisors' adherence to and performance
33 under the Contractor's EEO policies and affirmative action obligations.
- 34

35 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling
36 one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor
37 association, joint contractor-union, contractor-community, or other similar group of which the
38 Contractor is a member and participant, may be asserted as fulfilling any one or more of the
39 obligations under 7a through 7p of this Special Provision provided that the Contractor actively
40 participates in the group, makes every effort to assure that the group has a positive impact on
41 the employment of minorities and women in the industry, ensure that the concrete benefits of
42 the program are reflected in the Contractor's minority and female work-force participation,
43 makes a good faith effort to meet its individual goals and timetables, and can provide access
44 to documentation which demonstrate the effectiveness of actions taken on behalf of the
45 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group
46 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

47

48 9. A single goal for minorities and a separate single goal for women have been established. The
49 Contractor, however, is required to provide equal employment opportunity and to take
50 affirmative action for all minority groups, both male and female, and all women, both minority
51 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a
52 particular group is employed in substantially disparate manner (for example, even though the
53 Contractor has achieved its goals for women generally, the Contractor may be in violation of
54 the Executive Order if a specific minority group of women is underutilized).

- 1 10. The Contractor shall not use the goals and timetables or affirmative action standards to
2 discriminate against any person because of race, color, religion, sex, or national origin.
- 3
- 4 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
5 Government contracts pursuant to Executive Order 11246.
- 6
- 7 12. The Contractor shall carry out such sanctions and penalties for violation of these
8 specifications and of the Equal Opportunity Clause, including suspensions, terminations and
9 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive
10 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract
11 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties
12 shall be in violation of these specifications and Executive Order 11246, as amended.
- 13
- 14 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific
15 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of
16 this Special Provision, so as to achieve maximum results from its efforts to ensure equal
17 employment opportunity. If the Contractor fails to comply with the requirements of the
18 Executive Order, the implementing regulations, or these specifications, the Director shall
19 proceed in accordance with 41 CFR 60-4.8.
- 20
- 21 14. The Contractor shall designate a responsible official to monitor all employment related activity
22 to ensure that the company EEO policy is being carried out, to submit reports relating to the
23 provisions hereof as may be required by the government and to keep records. Records shall
24 at least include, for each employee, their name, address, telephone numbers, construction
25 trade, union affiliation if any, employee identification number when assigned, social security
26 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of
27 changes in status, hours worked per week in the indicated trade, rate of pay, and locations at
28 which the work was performed. Records shall be maintained in an easily understandable and
29 retrievable form; however, to the degree that existing records satisfy this requirement, the
30 Contractors will not be required to maintain separate records.
- 31
- 32 15. Nothing herein provided shall be construed as a limitation upon the application of other laws
33 which establish different standards of compliance or upon the application of requirements for
34 the hiring of local or other area residents (e.g., those under the Public Works Employment Act
35 of 1977 and the Community Development Block Grant Program).
- 36
- 37 16. Additional assistance for Federal Construction Contractors on contracts administered by
38 Washington State Department of Transportation or by Local Agencies may be found at:

39
40 Washington State Dept. of Transportation
41 Office of Equal Opportunity
42 PO Box 47314
43 310 Maple Park Ave. SE
44 Olympia WA
45 98504-7314
46 Ph: 360-705-7090
47 Fax: 360-705-6801
48 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

49
50 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

51 Section 1-07.15(1) is supplemented with the following:

52
53 (*****)

54 The Contracting Agency has entered a lump sum SPCC Plan bid item in each Schedule (Schedule A
55 and Schedule B) in the Proposal.

1
2 **1-07.18 Public Liability and Property Damage Insurance**

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

5
6 **1-07.18 Insurance**

7 (January 24, 2011 APWA GSP)

8
9 **1-07.18(1) General Requirements**

- 10 A. The Contractor shall obtain the insurance described in this section from insurers approved by
11 the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided
12 by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is
13 licensed to do business in the state of Washington (or issued as a surplus line by a Washington
14 Surplus lines broker). The Contracting Agency reserves the right to approve or reject the
15 insurance provided, based on the insurer (including financial condition), terms and coverage,
16 the Certificate of Insurance, and/or endorsements.
- 17
18 B. The Contractor shall keep this insurance in force during the term of the contract and for thirty
19 (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- 20
21 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
22 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
23 state that coverage is claims made, and state the retroactive date. Claims-made form coverage
24 shall be maintained by the Contractor for a minimum of 36 months following the Final
25 Completion or earlier termination of this contract, and the Contractor shall annually provide the
26 Contracting Agency with proof of renewal. If renewal of the claims made form of coverage
27 becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended
28 reporting period ("tail") or execute another form of guarantee acceptable to the Contracting
29 Agency to assure financial responsibility for liability for services performed.
- 30
31 D. The insurance policies shall contain a "cross liability" provision.
- 32
33 E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-
34 contributory insurance as respects the Contracting Agency's insurance, self-insurance, or
35 insurance pool coverage.
- 36
37 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written
38 notice of any policy cancellation, within two business days of their receipt of such notice.
- 39
40 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of
41 the insurance policy(s).
- 42
43 H. The Contractor shall not begin work under the contract until the required insurance has been
44 obtained and approved by the Contracting Agency.
- 45
46 I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
47 material breach of contract, upon which the Contracting Agency may, after giving five business
48 days notice to the Contractor to correct the breach, immediately terminate the contract or, at its
49 discretion, procure or renew such insurance and pay any and all premiums in connection
50 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
51 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
52 Contracting Agency.
- 53

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

3
4 **1-07.18(2) Additional Insured**

5 All insurance policies, with the exception of Professional Liability and Workers Compensation, shall
6 name the following listed entities as additional insured(s):

7
8 the Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

9
10 The above-listed entities shall be additional insured(s) for the full available limits of liability
11 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
12 whether such limits maintained by the Contractor are greater than those required by this Contract,
13 and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-
14 07.18(3) describes limits lower than those maintained by the Contractor.

15
16 **1-07.18(3) Subcontractors**

17 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
18 the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
19 Agency, the Contractor shall provide evidence of such insurance.

20
21 **1-07.18(4) Evidence of Insurance**

22 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
23 endorsements for each policy of insurance meeting the requirements set forth herein when the
24 Contractor delivers the signed Contract for the work. The certificate and endorsements must
25 conform to the following requirements:

- 26 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 27 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
28 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
29 copy of any blanket additional insured clause from its policies instead of a separate
30 endorsement. A statement of additional insured status on an ACORD Certificate of Insurance
31 shall not satisfy this requirement.
- 32 3. Any other amendatory endorsements to show the coverage required herein.

33
34 **1-07.18(5) Coverages and Limits**

35 The insurance shall provide the minimum coverages and limits set forth below. Providing
36 coverage in these stated minimum limits shall not be construed to relieve the Contractor from
37 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and
38 are subject to approval by the Contracting Agency. The cost of any claim payments falling within
39 the deductible shall be the responsibility of the Contractor.

40
41 **1-07.18(5)A Commercial General Liability**

42 A policy of Commercial General Liability Insurance, including:

- 43
- 44 Per project aggregate
- 45 Premises/Operations Liability
- 46 Products/Completed Operations – for a period of one year following final acceptance of the
47 work.
- 48 Personal/Advertising Injury
- 49 Contractual Liability
- 50 Independent Contractors Liability
- 51 Stop Gap / Employers' Liability
- 52 Explosion, Collapse, or Underground Property Damage (XCU)

1 Blasting (only required when the Contractor's work under this Contract includes exposures to
2 which this specified coverage responds)

3
4 Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

5 Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

6
7 **1-07.18(5)B Automobile Liability**

8 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
9 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such
10 policy(ies) must provide the following minimum limit:

11 \$1,000,000 combined single limit

12
13 **1-07.18(5)C Workers' Compensation**

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

16
17 **1-08, PROSECUTION AND PROGRESS**

18
19 **1-08.0 Preliminary Matters**

20 (May 25, 2006 APWA GSP)

21 Add the following new section:

22
23 **1-08.0(1) Preconstruction Conference**

24 (October 10, 2008 APWA GSP)

25
26 Prior to the Contractor beginning the work, a preconstruction conference will be held between the
27 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
28 preconstruction conference will be:

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

37
38 The Contractor shall prepare and submit at the preconstruction conference the following:

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

1
2 **1-08.1 Subcontracting**

3 Section 1-08.1 is supplemented with the following:
4

5 (October 12, 1998)

6 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit
7 to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the
8 Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor
9 has been executed. This certification shall also guarantee that these subcontract agreements
10 include all the documents required by the Special Provision **Federal Agency Inspection**.
11

12 A subcontractor or lower tier subcontractor will not be permitted to perform any work under the
13 contract until the following documents have been completed and submitted to the Engineer:
14

- 15 1. Request to Sublet Work (Form 421-012), and
- 16 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
17 Projects (Form 420-004).
18

19 The Contractor's records pertaining to the requirements of this Special Provision shall be open to
20 inspection or audit by representatives of the Contracting Agency during the life of the contract and
21 for a period of not less than three years after the date of acceptance of the contract. The
22 Contractor shall retain these records for that period. The Contractor shall also guarantee that
23 these records of all subcontractors and lower tier subcontractors shall be available and open to
24 similar inspection or audit for the same time period.
25

26 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

27 Section 1-08.1(1) is revised to read:
28

29 (June 27, 2011)

30 The following procedures shall apply to all subcontracts entered into as a part of this Contract:
31

32 **Requirements**

- 33 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later
34 than ten (10) days after receipt of payment from the Contracting Agency for work
35 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's
36 interest therein.
37
- 38 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
39 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
40
- 41 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all
42 task and requirements of the Subcontract have been accomplished and including any
43 required documentation and material testing .
44
- 45 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may
46 result in one or more of the following:
47
 - 48 a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - 49 b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
 - 50 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
51
52
53

- 1 d. Other sanctions as provided by the subcontractor or by law under applicable prompt
2 pay statutes.

3
4 **Conditions**

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

9
10 **Payment**

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

13
14 **1-08.4 Prosecution Of Work**

15 Revise this section to read:

16
17 **1-08.4 Notice to Proceed and Prosecution of the Work**
18 *(October 1, 2005 APWA GSP)*

19
20 Notice to Proceed will be given after the contract has been executed and the contract bond and
21 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor
22 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The
23 Contractor shall commence construction activities on the project site within ten days of the Notice to
24 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the
25 work to the physical completion date within the time specified in the contract. Voluntary shutdown
26 or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to
27 complete the work within the time(s) specified in the contract.

28
29 **1-08.5 Time For Completion**

30 *(March 13 1995)*

31
32 Section 1-08.5 is supplemented with the following:

33
34 The Contractor and Contracting Agency shall mutually agree on a production rate for each
35 mobilized task in the contract time frame. This rate shall be the base for determining workdays
36 for each task. The Contractor shall diligently pursue the work to completion of each task
37 assigned.

38
39 **1-09, MEASUREMENT AND PAYMENT**

40 **1-09.7 Mobilization**

41 Section 1-09.7 is supplemented with the following:

42
43 *(*****)*

44 The Contracting Agency has entered a lump sum mobilization bid item in the Proposal. Each
45 mobilization event shall be paid as Contracting Agency requests additional grinding.

46
47 **1-09.9 Payments**

48 *(June 27, 2011 APWA GSP, Option B)*

49
50 Delete the fourth paragraph and replace it with the following:

1 Progress payments for completed work and material on hand will be based upon progress
2 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
3 preconstruction conference.
4

5 The initial progress estimate will be made not later than 30 days after the Contractor commences
6 the work, and successive progress estimates will be made every month thereafter until the
7 Completion Date. Progress estimates made during progress of the work are tentative, and made
8 only for the purpose of determining progress payment. The progress estimates are subject to
9 change at any time prior to the calculation of the Final Payment.
10

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

- 12 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
13 completed multiplied by the unit price.
- 14 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
15 breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 16 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other
17 storage area approved by the Engineer.
- 18 4. Change Orders — entitlement for approved extra cost or completed extra work as determined
19 by the Engineer.
20

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

- 22 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 23 2. The amount of Progress Payments previously made; and
- 24 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract
25 Documents.
26

27 Progress payments for work performed shall not be evidence of acceptable performance or an
28 admission by the Contracting Agency that any work has been satisfactorily completed. The
29 determination of payments under the contract will be final in accordance with Section 1-05.1.
30

31 **1-09.9(1) Retainage**

32 Section 1-09.9(1) is supplemented with the following:

33 **Retainage of 5 percent shall be as required by RCW 60.28.011.**
34

35 **1-09.11 Disputes and Claims**

36 **1-09.11(3) Time Limitations and Jurisdiction**

37 **(*****)**
38

39 Section 1.09.11(3) is deleted and replaced by the following:
40

41 This contract shall be construed and interpreted in accordance with the laws of the State of
42 Washington. The venue of any claims or causes of actions arising from this contract shall be in
43 Superior Court of the county where the work is performed.
44

45 For the convenience of the parties of this contract, it is mutually agreed that any claims or causes
46 of action which the Contractor has against the Contracting Agency arising from this contract shall
47 be brought within 180 days from the date of Final Acceptance of the contract by the Contracting
48 Agency.
49

1 Agency. The parties understand and agree that the Contractor's failure to bring such suit within the
2 time period provided shall be a complete bar to any such claims or causes of action.

3
4 It is further mutually agreed by the parties that when any claims or causes of action which a
5 Contractor asserts against the Contracting Agency arising from this contract are filed with the
6 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have
7 timely access to any records deemed necessary by the Contracting Agency to assist in evaluating
8 the claims or actions.

9
10 **1-09.13 Claims Resolution**

11
12 **1-09.13(3) Claims \$250,000 or Less**

13
14 Section 1-09.13(3) is hereby deleted.

15
16 **1-09.13(3)A Administration of Arbitration**
17 *(October 1, 2005 APWA GSP)*

18
19 Revise the third paragraph to read:

20
21 The Contracting Agency and the Contractor mutually agree to be bound by the decision
22 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
23 entered in the Superior Court of the county in which the Contracting Agency's
24 headquarters are located. The decision of the arbitrator and the specific basis for the
25 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

26
27 **1-09.13(4) Claims in Excess of \$250,000**

28
29 Section 1-09.13(4) is hereby deleted and replaced by the following:

30
31 **CLAIMS RESOLUTION**

32 *(*****)*

33 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and
34 Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these
35 sections must be complied with in full as a condition precedent to the Contractor's right to seek
36 claims resolution through arbitration or litigation. The Contractor may file with the Engineer a
37 request for binding arbitration; the Engineer's decision regarding that request shall be final and
38 unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in
39 Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit
40 raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit
41 such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the
42 Lewis County Superior Court motions to dismiss or for summary judgment at any time. In any
43 binding arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.

- 44
45 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard
46 in a single arbitration hearing, and then only after completion of the contract. The
47 parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules
48 hereafter stated, and shall, for purposes of administration of the arbitration, comply
49 where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration
50 Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as
51 referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6.
52 There shall be one arbitrator, to be chosen by mutual agreement of the parties from
53 the list provided by the Lewis County Superior Court Administrator. If the parties

1 cannot agree on a person to serve as arbitrator, the matter shall be submitted for
2 appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the
3 scope and extent of discovery, except that the Contractor shall provide and update
4 the information required by Section 1-09.11(2) of the Standard Specifications.
5 Additionally, each party shall file a statement of proof with the other party and the
6 arbitrator at least 20 calendar days before the scheduled arbitration hearing. The
7 statement of proof shall include:

- 8
- 9 1. The name, business address and contact telephone number of each
10 witness who will testify at the hearing.
- 11
- 12 2. For each witness to be offered as an expert, a statement of the subject
13 matter and a statement of the facts, resource materials (not protected
14 by privilege) and learned treatises upon which the expert is expected to
15 testify and render an opinion(s), synopsis of the basis for such
16 opinion(s), and a resume of the expert detailing his/her qualifications as
17 an expert and pursuant to rendering such opinion(s). A list of
18 documents and other exhibits the party intends to offer in evidence at
19 the arbitration hearing. Either party may request a copy of any
20 document listed, and a copy or description of any other exhibit listed.
21 The party receiving the request shall provide the copies or description
22 within five (5) calendar days. The parties or arbitrator may subpoena
23 parties in accordance with the Superior Court Mandatory Arbitration
24 Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall
25 be provided for under Rule 6.4, thereof. The arbitrator may permit a
26 party to call a witness or offer a document or other exhibit not included
27 in the statement of proof only upon a showing of good cause.
- 28

- 29 b) The arbitration hearing shall be conducted at a location within Lewis County,
30 Washington. The extent of application of the Washington Rules of Evidence shall be
31 determined in the exercise of sound discretion of the arbitrator, except that such
32 Rules should be liberally construed in order to promote justice. The parties should
33 stipulate to the admission of evidence when there is no genuine issue as to its
34 relevance or authenticity. The decision of the arbitrator and the specific grounds for
35 the decision shall be in writing. The arbitrator shall use the contract as a basis for its
36 decisions. The County and the Contractor agree to be bound by the decision of the
37 arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment
38 upon the award rendered by the arbitrator shall be entered as judgment before the
39 presiding judge of the Superior Court for Lewis County. Each party shall bear its
40 own costs in connection with the arbitration. Each party shall pay one-half of the
41 arbitrator's fees and expenses.
- 42

43 **DIVISION 2**

44 **EARTHWORK**

45 **2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

46 **2-01.1 Description**

47 Section 2-01.1 is supplemented with the following:

1 The Contractor shall grind and or chip woody debris and load into Lewis County Agency provided
2 hauling vehicles.

3
4 **2-01.3 Construction Requirements**

5
6 (*****)

7 **2-01.3(3) Vacant**

8 Section 2-01.3(3) name and description is changed to the following:

9
10 (*****)

11 **2-01.3(3) Debris Chip or Grind**

12 Section 2-01.3(3) is supplemented with the following:

13
14 Chip or grind onsite, approximately 400 to 600 tons of woody debris. The woody debris mostly
15 consists of (3 to 6 inch small diameter) limbs, branches, stumps and wood waste collected at the
16 Lewis County Solid Waste Central Transfer Station. All Woody debris shall be loaded via
17 contractor supplied equipment into a tub or horizontal grinder, then either by conveyor or
18 contractor supplied front end loader, be loaded into County supplied trucks or containers for
19 hauling off site. The area has sufficient room to accommodate a tub grinder or horizontal grinder,
20 excavator and vehicles for the removal of the material. The chipper or grinder shall utilize a screen
21 capable of producing no larger than **3 inch diameter pieces**.

22
23 The Contractor shall coordinate with the County's Representative on the scheduling of trucks for
24 the removal of the wood debris. The County's Representative will determine the trucking schedule
25 based upon minimizing the least amount of standby time for the hauling vehicles as possible. The
26 County's determination will be final. No standby charges will be allowed.

27
28 Future debris schedules will be arranged as needed until the Contract completion date of
29 **December 31, 2019**. Each scheduled mobilization shall be arranged with a minimum of 14
30 calendar day notice.

31
32 Future Mobilization charges to the Solid Waste facility at 1411 South Tower Ave. Centralia WA,
33 shall remain the same for each occurrence.

34
35 **2-01.4 Measurement**

36 Section 2-01.4 is supplemented with the following:

37
38 (*****)

39 "Clearing and Grubbing" will be measured per ton. The Contractor shall chip and load into Lewis
40 County provided hauling vehicles.

41
42 **2-01.5 Payment**

43 Section 2-01.5 is supplemented with the following:

44
45 (*****)

46 "Clearing and Grubbing" per ton. The unit Contract price per ton shall be full pay for all equipment,
47 labor, and site cleanup necessary to complete the work. The tonnage for payment shall be taken
48 from certified scale tickets as per Section 1-09.2(1) of the Standard Specifications.

49
50 The Contracting Agency will not adjust the unit contract price for any increases or decreases in the
51 quantity of Clearing and Grubbing. The Contracting Agency has entered the estimated quantity of
52 Clearing and Grubbing in the proposal to provide a common proposal for bidders. Section 1-04.6

1 of the Standard Specifications will not apply for the increased or decreased quantities for the
2 Clearing and Grubbing.
3

4 **POWER EQUIPMENT**

5 (*****)

6 The successful bidder will be required to furnish the County a list of all equipment that they anticipate
7 utilizing on this project.
8

9 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder
10 will be required to complete and return with the contract documents. This information will enable hourly
11 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction
12 Equipment". No payment for any force account work will be allowed until this form has been returned
13 and accepted by the County.
14

15 **E-VERIFY**

16 (*****)

17
18 "Effective June 21st, 2010, all contracts with a value of \geq \$100,000 shall require that the awarded
19 contractor register with the Department of Homeland Security E-Verify program. Contractors shall have
20 sixty days after the execution of the contract to register and enter into a Memorandum of Understanding
21 (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU
22 the contractor shall have an additional sixty days to provide a written record on the authorized
23 employment status of their employees and those of any sub-contractor(s) currently assigned to the
24 contract. Employees hired during the execution of the contract and after submission of the initial
25 verification will be verified to the county within 30 days of hire, as reported from the E-Verify program.
26 The contractor will continue to update the County on all corrective actions required and changes made
27 during the performance of the contract."
28

28 **BOND**

29 (*****)

30 The Bidder's special attention is directed to the attached bond form, which the successful bidder will be
31 required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The
32 bond shall be for the full amount of the contract.
33

34 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

35 (*****)

36
37 On or before the 10th day of each calendar month during the term of this contract, the Contracting
38 Agency shall prepare monthly Progress Payments for work completed and material furnished. If the
39 Contractor agrees, the Contractor will approve the Progress Payment and return the estimate to the
40 Contracting Agency by the 20th day of that same calendar month. The Contracting Agency shall
41 prepare a voucher based upon the approved Progress Payment and payment based thereon shall be
42 due the Contractor near the 10th day of the next calendar month. Material Supply contracts involving
43 delivery of prefabricated material or stockpile material only (no physical work on Contracting Agency
44 property) may be reimbursed via Contractor generated invoices upon written approval by the
45 Engineer. Reimbursement by invoice shall not be subject to late charges listed on the Contractor's
46 standard invoice form.

1
2 The Contracting Agency in conformance with R.C.W. 60.28.010 shall retain from such moneys earned
3 by the Contractor a sum equal to five percent (5%) of the amount so estimated as a trust fund for the
4 protection and payment of any person or persons, mechanics, subcontractors, or materialmen who
5 shall perform any labor upon such contract or the doing of said work, and all persons who shall supply
6 such person or persons or subcontractors with provisions and supplies for the carrying on of such work,
7 and the State with respect to taxes imposed pursuant to Title 82 R.C.W. which may be due from such
8 contractor. Said funds shall be retained and disbursed in accordance with provisions of Chapter 60.28
9 R.C.W.

10
11 When the Contractor reports the work is completed he/she shall then notify the Contracting
12 Agency. The Contracting Agency shall inspect the work and report any deficiencies to the
13 Contractor. When the Contracting Agency is satisfied the work has been completed in accordance with
14 all plans and specifications, the Contracting Agency shall then accept the work.

15
16 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final
17 Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final
18 payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance
19 of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these Special Provisions
20 have been satisfied.

21 22 **APPENDICES**

23 (July 12, 1999)

24
25 The following appendices are attached and made a part of this contract:

26
27 ***** APPENDIX A:
28 Washington State Prevailing Wage Rates
29 Wage Rates Supplements
30 Wage Rates Benefit Codes

31
32 APPENDIX B:
33 Bid Proposal Documents

34
35 APPENDIX C:
36 Contract Documents*****

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

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: 8/10/2017

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Lewis	Asbestos Abatement Workers	Journey Level	\$45.25	<u>5D</u>	<u>1H</u>	
Lewis	Boilermakers	Journey Level	\$64.54	<u>5N</u>	<u>1C</u>	
Lewis	Brick Mason	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	Building Service Employees	Janitor	\$11.00		<u>1</u>	
Lewis	Building Service Employees	Shampooer	\$11.00		<u>1</u>	
Lewis	Building Service Employees	Waxer	\$11.00		<u>1</u>	
Lewis	Building Service Employees	Window Cleaner	\$13.22		<u>1</u>	
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>	
Lewis	Carpenters	Acoustical Worker	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Bridge, Dock And Wharf Carpenters	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Carpenter	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Carpenters on Stationary Tools	\$55.64	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Creosoted Material	\$55.61	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Floor Finisher	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Floor Layer	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Carpenters	Scaffold Erector	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Cement Masons	Journey Level	\$55.56	<u>7A</u>	<u>1M</u>	
Lewis	Divers & Tenders	Diver	\$108.77	<u>5D</u>	<u>4C</u>	<u>8A</u>
Lewis	Divers & Tenders	Diver On Standby	\$66.05	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Diver Tender	\$59.88	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Surface Rcv & Rov Operator	\$59.88	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$55.76	<u>5A</u>	<u>4C</u>	
Lewis	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	

Lewis	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>
Lewis	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>
Lewis	Drywall Applicator	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>
Lewis	Drywall Tapers	Journey Level	\$23.26		<u>1</u>
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$11.00		<u>1</u>
Lewis	Electricians - Inside	Cable Splicer	\$64.96	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Journey Level	\$61.24	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$68.74	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Inside	Welder	\$64.99	<u>5C</u>	<u>1G</u>
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>
Lewis	Electricians - Powerline Construction	Cable Splicer	\$73.93	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Groundperson	\$45.49	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$57.02	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$67.60	<u>5A</u>	<u>4D</u>
Lewis	Electricians - Powerline Construction	Powderperson	\$50.76	<u>5A</u>	<u>4D</u>
Lewis	Electronic Technicians	Journey Level	\$28.46		<u>1</u>
Lewis	Elevator Constructors	Mechanic	\$85.45	<u>7D</u>	<u>4A</u>
Lewis	Elevator Constructors	Mechanic In Charge	\$92.35	<u>7D</u>	<u>4A</u>
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>
Lewis	Fence Erectors	Fence Erector	\$13.80		<u>1</u>
Lewis	Fence Erectors	Fence Laborer	\$11.60		<u>1</u>
Lewis	Flaggers	Journey Level	\$38.36	<u>7A</u>	<u>3I</u>
Lewis	Glaziers	Journey Level	\$23.50		<u>1</u>
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$65.68	<u>5J</u>	<u>4H</u>
Lewis	Heating Equipment Mechanics	Journey Level	\$75.46	<u>7F</u>	<u>1E</u>
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$11.00		<u>1</u>
Lewis	Inland Boatmen	Boat Operator	\$59.86	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Cook	\$56.18	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Deckhand	\$56.18	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Deckhand Engineer	\$57.26	<u>5B</u>	<u>1K</u>

Lewis	Inland Boatmen	Launch Operator	\$58.59	<u>5B</u>	<u>1K</u>	
Lewis	Inland Boatmen	Mate	\$58.59	<u>5B</u>	<u>1K</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$11.00		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$11.00		<u>1</u>	
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$11.00		<u>1</u>	
Lewis	Insulation Applicators	Journey Level	\$55.51	<u>5D</u>	<u>4C</u>	
Lewis	Ironworkers	Journeyman	\$65.48	<u>7N</u>	<u>10</u>	
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Airtrac Drill Operator	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Ballast Regular Machine	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Batch Weighman	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brick Pavers	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brush Cutter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Brush Hog Feeder	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Burner	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Caisson Worker	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Carpenter Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Caulker	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Cement Dumper-paving	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Cement Finisher Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Change House Or Dry Shack	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chipping Gun (under 30 Lbs.)	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chipping Gun(30 Lbs. And Over)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Choker Setter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Chuck Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Clary Power Spreader	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Clean-up Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Dumper/chute Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Form Stripper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Placement Crew	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Concrete Saw Operator/core Driller	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Crusher Feeder	\$38.36	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Curing Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Demolition: Wrecking &	\$45.25	<u>7A</u>	<u>3I</u>	

		Moving (incl. Charred Material)			
Lewis	Laborers	Ditch Digger	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Diver	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Drill Operator (hydraulic, diamond)	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Dry Stack Walls	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Dump Person	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Epoxy Technician	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Erosion Control Worker	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Faller & Bucker Chain Saw	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Fine Graders	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Firewatch	\$38.36	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Form Setter	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Gabian Basket Builders	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	General Laborer	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Grade Checker & Transit Person	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Grinders	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Grout Machine Tender	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Groutmen (pressure)including Post Tension Beams	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Guardrail Erector	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Hazardous Waste Worker (level A)	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Hazardous Waste Worker (level B)	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Hazardous Waste Worker (level C)	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	High Scaler	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Jackhammer	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Laserbeam Operator	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Maintenance Person	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Manhole Builder-mudman	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Material Yard Person	\$45.25	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Motorman-dinky Locomotive	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pavement Breaker	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pilot Car	\$38.36	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Layer Lead	\$46.66	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Layer/tailor	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Pot Tender	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Reliner	\$46.09	<u>7A</u>	<u>3I</u>
Lewis	Laborers	Pipe Wrapper	\$46.09	<u>7A</u>	<u>3I</u>

Lewis	Laborers	Pot Tender	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Powderman	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Powderman's Helper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Power Jacks	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Railroad Spike Puller - Power	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Raker - Asphalt	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Re-timberman	\$46.66	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Remote Equipment Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Rigger/signal Person	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Rip Rap Person	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Rivet Buster	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Rodder	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Scaffold Erector	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Scale Person	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Sloper (over 20")	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Sloper Sprayer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Spreader (concrete)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Stake Hopper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Stock Piler	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Tamper (multiple & Self- propelled)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Timber Person - Sewer (lagger, Shorer & Cribber)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Toolroom Person (at Jobsite)	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Topper	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Track Laborer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Track Liner (power)	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Traffic Control Laborer	\$41.02	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	Laborers	Traffic Control Supervisor	\$41.02	<u>7A</u>	<u>3I</u>	<u>8R</u>
Lewis	Laborers	Truck Spotter	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Tugger Operator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$83.12	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$88.15	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$91.83	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$97.53	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$99.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$104.75	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$106.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$108.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>

Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$110.65	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$46.76	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Tunnel Work-Miner	\$46.76	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Lewis	Laborers	Vibrator	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Vinyl Seamer	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Watchman	\$34.86	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Welder	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Well Point Laborer	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Window Washer/cleaner	\$34.86	<u>7A</u>	<u>3I</u>	
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$45.25	<u>7A</u>	<u>3I</u>	
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$46.09	<u>7A</u>	<u>3I</u>	
Lewis	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.42		<u>1</u>	
Lewis	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$11.00		<u>1</u>	
Lewis	Landscape Construction	Landscaping Or Planting Laborers	\$11.00		<u>1</u>	
Lewis	Lathers	Journey Level	\$55.51	<u>5D</u>	<u>1H</u>	
Lewis	Marble Setters	Journey Level	\$54.32	<u>5A</u>	<u>1M</u>	
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Laborer	\$11.13		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$11.00		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Painter	\$11.41		<u>1</u>	
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>	
Lewis	Millwright	Journey Level	\$57.01	<u>5D</u>	<u>4C</u>	
Lewis	Modular Buildings	Cabinet Assembly	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Electrician	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Equipment Maintenance	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Plumber	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Production Worker	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Tool Maintenance	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Utility Person	\$11.00		<u>1</u>	
Lewis	Modular Buildings	Welder	\$11.00		<u>1</u>	
Lewis	Painters	Journey Level	\$40.60	<u>6Z</u>	<u>2B</u>	
Lewis	Pile Driver	Journey Level	\$55.76	<u>5D</u>	<u>4C</u>	
Lewis	Plasterers	Journey Level	\$53.20	<u>7Q</u>	<u>1R</u>	
Lewis	Playground & Park Equipment Installers	Journey Level	\$11.00		<u>1</u>	
Lewis	Plumbers & Pipefitters	Journey Level	\$67.47	<u>5A</u>	<u>1G</u>	
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Assistant Engineers	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Compressor	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Locomotives, All	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Material Transfer Device	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Motor patrol graders	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Tons And Over				
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Power Plant	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pumps - Water	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger And Bellman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rollagon	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Saws - Concrete	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Service Engineers - Equipment	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Tower crane over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Assistant Engineers	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator: Concrete	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Brooms	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cableways	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Chipper	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Compressor	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes, 100 Tons - 199 Tons, Or 150 Ft Of Boom (including Jib With Attachments)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes, 200 tons to 299 tons, or 250' of boom (including jib with attachments)	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes, Over 300 Tons, Or 300' Of Boom Including Jib With Attachments	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	cranes: 300 tons and over, or 300' of boom (including jib with attachments)	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction 200 tons and over. Tower Cranes: over 250' in height from base to boom.	\$60.47	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Crusher	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-	Gradechecker/stakeman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water					
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Rigger And Bellman	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower crane over 175' through 250' in height, base to boom	\$59.88	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$59.28	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$57.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Welder	\$58.69	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$55.21	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$58.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$48.54	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$46.03	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$48.54	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$43.32	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$32.68	<u>5A</u>	<u>4A</u>	
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$23.96		<u>1</u>	
Lewis	Residential Brick Mason	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Carpenters	Journey Level	\$21.90		<u>1</u>	
Lewis	Residential Cement Masons	Journey Level	\$13.00		<u>1</u>	
Lewis	Residential Drywall Applicators	Journey Level	\$31.73		<u>1</u>	
Lewis	Residential Drywall Tapers	Journey Level	\$18.95		<u>1</u>	
Lewis	Residential Electricians	Journey Level	\$31.28	<u>5A</u>	<u>1B</u>	
Lewis	Residential Glaziers	Journey Level	\$19.66		<u>1</u>	
Lewis	Residential Insulation Applicators	Journey Level	\$15.00		<u>1</u>	

Lewis	Residential Laborers	Journey Level	\$20.32		1
Lewis	Residential Marble Setters	Journey Level	\$17.00		1
Lewis	Residential Painters	Journey Level	\$16.50		1
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$20.40		1
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$24.88		1
Lewis	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$29.28		1
Lewis	Residential Soft Floor Layers	Journey Level	\$11.00		1
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.70		1
Lewis	Residential Stone Masons	Journey Level	\$17.00		1
Lewis	Residential Terrazzo Workers	Journey Level	\$11.00		1
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$11.00		1
Lewis	Residential Tile Setters	Journey Level	\$11.00		1
Lewis	Roofers	Journey Level	\$47.51	5A	3H
Lewis	Roofers	Using Irritable Bituminous Materials	\$50.51	5A	3H
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$75.46	7F	1E
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$45.25	7A	3I
Lewis	Soft Floor Layers	Journey Level	\$22.87		1
Lewis	Solar Controls For Windows	Journey Level	\$11.00		1
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$56.81	7J	1R
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1
Lewis	Stone Masons	Journey Level	\$54.32	5A	1M
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1
Lewis	Surveyors	All Classifications	\$55.51	5D	4C
Lewis	Surveyors	Construction Site Surveyor	\$55.51	5D	4C
Lewis	Telecommunication Technicians	Journey Level	\$31.72		1
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$38.84	5A	2B
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$21.45	5A	2B
Lewis	Telephone Line Construction - Outside	Installer (Repairer)	\$37.21	5A	2B
Lewis	Telephone Line Construction - Outside	Special Aparatus Installer I	\$38.84	5A	2B
Lewis	Telephone Line Construction - Outside	Special Apparatus Installer II	\$38.03	5A	2B
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$38.84	5A	2B
Lewis	Telephone Line Construction -	Telephone Equipment	\$36.09	5A	2B

	Outside	Operator (Light)				
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$36.09	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Groundperson	\$20.33	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Lineperson/Installer	\$27.21	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television System Technician	\$32.55	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Television Technician	\$29.18	<u>5A</u>	<u>2B</u>	
Lewis	Telephone Line Construction - Outside	Tree Trimmer	\$36.09	<u>5A</u>	<u>2B</u>	
Lewis	Terrazzo Workers	Journey Level	\$50.26	<u>5A</u>	<u>1M</u>	
Lewis	Tile Setters	Journey Level	\$21.65		<u>1</u>	
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$41.09	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$44.85	<u>7A</u>	<u>1K</u>	
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$51.86	<u>5D</u>	<u>3A</u>	<u>8L</u>
Lewis	Truck Drivers	Dump Truck	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	Truck Drivers	Other Trucks	\$32.52		<u>1</u>	
Lewis	Truck Drivers	Transit Mixer	\$29.67	<u>6I</u>	<u>2H</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$11.00		<u>1</u>	
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

Benefit Code Key – Effective 8/31/2017 thru 3/2/2018

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

1. 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.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - 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.

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).

Holiday Codes Continued

- 5. D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 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).

Benefit Code Key – Effective 8/31/2017 thru 3/2/2018

Holiday Codes Continued

6. 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.
- 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.

Benefit Code Key – Effective 8/31/2017 thru 3/2/2018

Holiday Codes Continued

7. 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.
- 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.

Benefit Code Key – Effective 8/31/2017 thru 3/2/2018

Holiday Codes Continued

- 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.

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

Note Codes Continued

8. 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.

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'.

APPENDIX B

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance



Lewis County Department of Public Works

Erik P. Martin, PE, Director / County Engineer

Tim Fife, PE, Assistant County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on Tuesday, August 29, 2017, at the Lewis County Courthouse in Chehalis, Washington for the 2017-2019 Debris Removal Project. This contract provides for the improvement of *** Lewis County Solid Waste site, in Lewis County by grinding and or chipping woody debris and load into Lewis County Agency provided hauling vehicles,*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, August 29, 2017

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.
Bids submitted after 11:00 AM will not be considered for this project.)

Sealed proposals must be delivered to the Lewis County Commissioners Office (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00 a.m.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR THE 2017-2019 DEBRIS REMOVAL PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON AUGUST 29, 2017.”**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ www.lewiscountywa.gov/ or you may call the Lewis County Engineers office @ (360)740-2612 and request a copy be mailed to you. All Contractor questions and Lewis County clarifying answers will be posted on our website and emailed to all Contractors registered on Lewis County's Planholder List. Plan or specification changes shall be accomplished through official project addendums.

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

PROPOSAL

TO: BOARD OF COUNTY COMMISSIONERS
 LEWIS COUNTY
 CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the location of the 2017-2019 Debris Removal Project, County Project No. SW-CTS 17-19, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract and the following schedule of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

ITEM NO.	APPROX. QUANTITY	ITEM DESCRIPTION / LOCATION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	Mobilization	Lump Sum	\$
2	400 Ton	Clear and Grubbing	\$	\$
3	1 L.S.	SPCC Plan	Lump Sum	\$
			Sales Tax @ 8.0%	\$
			TOTAL	\$

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participation 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

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94

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.

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

CASH IN THE AMOUNT OF _____

CASHIER'S CHECK _____ DOLLARS

CERTIFIED CHECK (\$_____) PAYABLE TO THE LEWIS COUNTY TREASURER

PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

** Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

State of Washington Contractor's License No.

Unified Business Identifier (U.B.I.) No.

Telephone No.

Federal ID No.

Note:

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Lewis County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.

*Attach Power of Attorney



Lewis County Department of Public Works

Erik P. Martin, PE, Director / County Engineer

Tim Fife, PE, Assistant County Engineer

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (8/7/2017), 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.*

APPENDIX C

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

for ___sel___, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

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

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary to improve, Lewis County Solid Waste site, in Lewis County by grinding and or chipping woody debris and load into Lewis County Agency provided hauling vehicles, and other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish 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 schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

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

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

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

By: _____

Contractor

Performance of foregoing contract assured in accordance with the terms of the accompanying bond.

Dated: _____, 2017

By: _____

Surety

By: _____

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____
Civil Deputy

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. **County Project No. SW-CTS 17-19** between Principal and County, which total is *initially* _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for the **2017-2019 Debris Removal Project** and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. **County Project No. SW-CTS 17-19** between the below-named Contractor and County for the **2017-2019 Debris Removal Project**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. And such provisions are incorporated by reference. A copy may be viewed at WSDOT's website www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/.
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
 - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed.

A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
(Signature of Attorney-in-Fact)

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of Attorney-in-Fact)

(Type or print name of signer for Contractor)

(Type or print telephone number for Attorney-in-Fact)

(Type or print title of signer for Contractor)

STATE OF _____)
)
COUNTY OF _____)

ss: **ACKNOWLEDGMENT FOR CONTRACTOR**

On this ____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____.

SEAL →

STATE OF _____)
)
COUNTY OF _____)

ss: **ACKNOWLEDGMENT FOR SURETY**

On this ____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public)

(Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____.

SEAL →

