# Lewis County Department of Public Works Engineering Division

# CONTRACT PROVISIONS AND PLANS

FOR THE:

HOWE ROAD MP 1.68

LANDSLIDE

REPAIR PROJECT

COUNTY PROJECT NO. SM15F563500168 FEMA No. DR 4253-PW-00113(0)

April, 2018

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



**BOARD OF COUNTY COMMISSIONERS** 

Edna J. Fund, District No. 1 Robert C. Jackson, District No. 2 Gary Stamper, District No. 3

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Section 8-01.3(2) is supplemented with the following:	42
The Contractor shall provide permanent seeding for all disturbed areas with	in the
project limits including the area between the Gabion Wall and top of steep s	lope.
The approximate quantity assumed for the Lump Sum Bid Item "Seeding an	ıd
Mulching" is 0.8 acres	
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#### INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard Specifications for Road, Bridge, and Municipal Construction.

#### AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

#### Section 1-02, Bid Procedures and Conditions

April 2, 2018

#### 1-02.6 Preparation of Proposal

Item number 1 of the second paragraph is revised to read:

1. A unit price for each item (omitting digits more than two places to the right of the decimal point),

In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read "WSDOT Form 422-031U".

The following is inserted after the third sentence of the fourth paragraph:

Bidders shall submit a UDBE Broker Agreement documenting the fees or commissions charged by the Broker for any Broker listed on the UDBE Utilization Certification in accordance with the Special Provisions. Bidders shall submit a completed UDBE Trucking Credit Form for each UDBE Trucking firm listed on the UDBE Utilization Certification in accordance with the Special Provisions. WSDOT Form 272-058 is available for this purpose.

The following new paragraph is inserted before the last paragraph:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form (WSDOT Form 272-009). Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

#### 1-02.13 Irregular Proposals

Item 1(h) is revised to read:

h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

Item 1(i) is revised to read the following three items:

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253 j.

The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Broker Agreement, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that the fee/commission is reasonable as determined by the Contracting Agency; or

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The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

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#### **SECTION 1-05, CONTROL OF WORK**

April 2, 2018

1-05.9 Equipment

17 18 19 The following new paragraph is inserted before the first paragraph:

20 21 Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The Engineer will reject equipment from the site until it returns clean.

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This section is supplemented with the following:

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Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative debris from equipment before removing it from the job site.

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#### SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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April 2, 2018

# 1-07.5 Environmental Regulations

31 32 33 This section is supplemented with the following new subsections:

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## 1-07.5(5) U.S. Army Corps of Engineers

When temporary fills are permitted, the Contractor shall remove fills in their entirety and the affected areas returned to pre-construction elevations.

39 40 41 If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the permit or verification letter to all subcontractors involved with the authorized work prior to their commencement of any work in waters of the U.S.

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## 1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service

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The Contracting Agency will provide fish exclusion and handling services if the Work dictates. However, if the Contractor discovers any fish stranded by the project and a Contracting Agency biologist is not available, they shall immediately release the fish into a flowing stream or open water.

#### 1-07.5(1) General

The first sentence is deleted and replaced with the following:

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No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in the Contract.

The third paragraph is deleted.

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

This section is revised to read:

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In doing the Work, the Contractor shall:

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Not degrade water in a way that would harm fish, wildlife, or their habitat.

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Not place materials below or remove them from the ordinary high water line except as may 2. be specified in the Contract.

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Not allow equipment to enter waters of the State except as specified in the Contract. 3.

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Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise. 4.

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5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.

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6. Ensure continuous stream flow downstream of the Work area.

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7. Dispose of any project debris by removal, burning, or placement above high-water flows.

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8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

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If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above shall be incidental to Contract pay items.

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#### 1-07.7(1) General

38 39 40 The first sentence of the third paragraph is revised to read:

41 42 When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).

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

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Unit prices shall cover all costs for operating over Structures, culverts and pipes.

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#### 1-07.9(2) Posting Notices

3	The	e Co	ntractor shall ensure the most current edition of the following are posted:
4 5 6	In items 1 through 10, the revision dates are deleted.		
7	1-07.11	(2) (	Contractual Requirements
8	In this s	ectic	on, "creed" is revised to read "religion".
9	Item nur	mbei	rs 1 through 9 are revised to read 2 through 10, respectively.
11	After the	e pre	ceding Amendment is applied, the following new item number 1 is inserted:
13 14 15 16	1.		e Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility d intimidation at all times. Behaviors that violate this requirement include but are not limited
17 18		a.	Persistent conduct that is offensive and unwelcome.
19 20 21		b.	Conduct that is considered to be hazing.
22 23		C.	Jokes about race, gender, or sexuality that are offensive.
24 25 26		d.	Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person's ability to perform their job or creates an intimidating, hostile, or offensive work environment.
27 28 29		e.	Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.
30 31 32		f.	Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual's reputation.
33	1-07.11(	(5) \$	Sanctions
35	This sec	ction	is supplemented with the following:

The second sentence of the first paragraph (up until the colon) is revised to read:

Immediately upon the Engineer's request, the Contractor shall remove from the Work site any employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including but not limited to those described in these specifications.

#### 1-07.11(6) Incorporation of Provisions

The first sentence is revised to read:

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The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

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

Item number 1 is supplemented with the following new sentence:

This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.

#### INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

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

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

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(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision
	and also notes a Project Specific Special Provision.
(APWA GSP)	American Public Works Association General Special Provision

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

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

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

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Wherever the word "State" or "Contracting Agency" is used it shall mean Lewis County; that wherever the words "Secretary (Secretary of Transportation)" are used they shall mean Lewis County Engineer; that wherever the words "State Treasurer" are used they shall mean Lewis County Treasurer; that wherever the words "State Auditor" are used they shall mean Lewis County Auditor; that wherever the words "Motor Vehicle Fund" are used they shall mean Lewis County Road Fund.

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#### SPECIAL PROVISIONS

#### **DIVISION 1** GENERAL REQUIREMENTS

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#### 1-01, DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of \*\*\* Howe Rd. MP 1.68 landslide by placing gabion cribbing, performing roadway excavation, placing guarry spalls, top soil type B, seeding and mulching, \*\*\* and other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard Specifications.

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FEMA No. DR 4253

#### 1-02, BID PROCEDURES AND CONDITIONS

#### 1-02.1 Prequalification of Bidders

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Delete this Section and replace it with the following:

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#### 1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

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#### 1-02.2 Plans and Specifications

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

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

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Lewis County Public Works Department

2025 NE Kresky Ave.

Chehalis, Washington 98532

(360) 740-2612

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

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Prospective bidders may obtain plans and specifications from Lewis County Public Works Department in Chehalis, Washington or download from Lewis County Website at www.lewiscountywa.gov. Prospective bidders must be Contractors registered in good standing on the Lewis County Small Works Roster.

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#### 1-02.6 Preparation Of Proposal

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(August 2, 2004)

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

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1-02.12 Public Opening Of Proposal (\*\*\*\*\*)

Section 1-02.12 is supplemented with the following:

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#### **Date and Time of Bid Opening**

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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 May 8, 2018, at the Lewis County Courthouse, Chehalis, Washington, for the Howe Road MP 1.68 Landslide Project.

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#### SEALED BIDS MUST BE DELIVERED BY OR BEFORE

11:00 A.M. on Tuesday, May 8, 2018

(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.)

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#### **Delivery and Marking of Sealed Bid Proposals**

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (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 HOWE ROAD MP 1.68 LANDSLIDE REPAIR PROJECT, TO BE OPENED ON OR AFTER

#### 11:00 A.M. ON MAY 8, 2018.

# 1-02.13 Irregular Proposals

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(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

- 1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered:
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions:
  - j The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - More than one Proposal is submitted for the same project from a Bidder under the same or different names.
- A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item:
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

#### 1-02.14 Disqualification of Bidders

(July 31, 2017 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

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In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

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#### 1. **Delinquent State Taxes**

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> A <u>Criterion</u>: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

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B. <u>Documentation</u>: The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

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#### 2. **Federal Debarment**

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

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B. <u>Documentation</u>: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

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#### 3. **Subcontractor Responsibility**

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

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

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#### 4. **Claims Against Retainage and Bonds**

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A <u>Criterion</u>: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless

- there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
  - Name of project
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

#### 5. **Public Bidding Crime**

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

#### 6. **Termination for Cause / Termination for Default**

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

#### 7. **Lawsuits**

- A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. <u>Documentation</u>: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate

these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

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As evidence that the Bidder meets Supplemental Criteria 3-7 stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets supplemental criteria 3-7 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-7. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

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

#### 1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

A complete statement of the origin, composition, and manufacture of any or all materials to be

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Samples of these materials for quality and fitness tests,

used.

- A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

#### 1-03, AWARD AND EXECUTION OF CONTRACT

#### 1-03.4 Contract Bond

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(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

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#### 1-05, CONTROL OF WORK

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

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

# 1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

#### 1-05.14 Cooperation With Other Contractors

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

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

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

\$\$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-07.17 these Special Provisions.\$\$

#### 1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

FEMA No. DR 4253

Revise the second paragraph to read:

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All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

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#### 1-06, CONTROL OF MATERIAL

#### **Buy America**

Section 1-06 is supplemented with the following:

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(August 6, 2012)

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

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American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

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

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The following are considered to be steel manufacturing processes:

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

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Open hearth furnace. a.

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> b. Basic oxygen.

- c. Electric furnace.
- d. Direct reduction.
- 2. Rolling, heat treating, and any other similar processing.
- 3. Fabrication of the products.
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

#### 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

#### 1-07.2 State Taxes

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

#### 1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

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

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the

Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

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

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

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

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

#### 1-07.2(3) Services

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

#### 1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

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

#### 1-07.9 Wages

# 1-07.9(1) General

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

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

#### 1-07.9(5) Required Documents

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

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Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253 The Contracting Agency shall withhold payment to each bid item missing "Statement of Intent to Pay prevailing Wages" as described in this Section of the Standard Specifications.

(April 2, 2007)

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

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

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

#### 1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(August 5, 2013)

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

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

1 2 3 4	2.	Contract Compliance Programs, expressed	male participation set by the Office of Federal in percentage terms for the Contractor's raft and in each trade on all construction work in
5 6		Women - Statewide	
7		Timetable	Goal
8 9		<u>Himetable</u>	<u>Goal</u>
10		Until further notice	6.9%
11		Minorities - by Standard Metropolitan S	tatistical Area (SMSA)
12			
13		Spokane, WA:	
14		SMSA Counties:	
15		Spokane, WA	2.8
16		WA Spokane.	
17		Non-SMSA Counties	3.0
18			olumbia; WA Ferry; WA Garfield; WA Lincoln, WA
19		Pend Oreille; WA Stevens; WA	A Whitman.
20		5	
21		Richland, WA	
22		SMSA Counties:	- 4
23		Richland Kennewick, WA	5.4
24		WA Benton; WA Franklin.	2.0
25		Non-SMSA Counties	3.6
26		WA Walla Walla.	
27		Valsima MA.	
28		Yakima, WA: SMSA Counties:	
29		Yakima, WA	9.7
30		WA Yakima.	9.7
31		Non-SMSA Counties	7.2
32			Grant; WA Kittitas; WA Okanogan.
33		WA Offelan, WA Douglas, WA	Orani, WA Militas, WA Okanogan.
34		Seattle, WA:	
35 36		SMSA Counties:	
37		Seattle Everett, WA	7.2
38		WA King; WA Snohomish	
39		Tacoma, WA	6.2
40		WA Pierce.	
41		Non-SMSA Counties	6.1
42		WA Clallam; WA Grays Harbo	; WA Island; WA Jefferson; WA Kitsap; WA Lewis;
43			an Juan; WA Skagit; WA Thurston; WA Whatcom.
44			<b>.</b>
45		Portland, OR:	
46		SMSA Counties:	
47		Portland, OR-WA	4.5
48		WA Clark.	
49		Non-SMSA Counties	3.8
50		WA Cowlitz; WA Klickitat;	WA Skamania; WA Wahkiakum.
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52		These goals are applicable to each nonexer	•
53	Howa Dd	workforce, regardless of whether or not part	of that workforce is performing work on a Federal,

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253 or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

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

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

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

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

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

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

As used in these specifications:

 a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

b. Director means Director, Office of Federal Contract Compliance Programs, United
 States Department of Labor, or any person to whom the Director delegates authority;

c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

- d. Minority includes:
  - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
  - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during

the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

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- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation Office of Equal Opportunity PO Box 47314 310 Maple Park Ave. SE Olympia WA 98504-7314

Ph: 360-705-7090 Fax: 360-705-6801

http://www.wsdot.wa.gov/equalopportunity/default.htm

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

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

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

(August 3, 2009)

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

Mixing, Transfers, & Storage

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

#### **Spills**

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

#### **Maintenance of Equipment**

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

#### Disposal

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

#### **Reporting and Cleanup**

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

Spills into State water (including ponds, ditches, seasonally dry streams, and wetlands) – Immediately call all of the following:

National Response Center

WA State Div. of Emergency Management (24 hr)

Ecology Southwest Regional Office

1-800-424-8802
1-800-258-5990
(360) 407-6300

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

Ecology Southwest Regional Office (360) 407-6300 Report immediately if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days

#### 1-07.17 Utilities And Similar Facilities

(April 2, 2007)

Section 1-07.17 is supplemented with the following:

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

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

Lewis County P.U.D. No. 1 321 NW Pacific Chehalis, WA 98532 Marvin Keller Telephone: (360) 748-9261

Toledo Telephone Company Inc. 116 Ramsey Way Toledo, WA 98591

Telephone: (360) 864-4552

The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to construction at each project site. The Contractor shall notify the Utility Owner of any utilities that are within two feet of the planned construction. The above list of Utility Owners may not be complete. As per RCW 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or suspected of having services close to the project site.

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

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

#### 1-07.18 Insurance

(January 4, 2016 APWA GSP)

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

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-:

FEMA No. DR 4253

- VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

#### 1-07.18(2) Additional Insured

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

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

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

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

#### 1-07.18(3) Subcontractors

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

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

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

#### 1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

- An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
- 3. Any other amendatory endorsements to show the coverage required herein.
  - 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

#### 1-07.18(5) Coverages and Limits

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

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

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#### 1-07.18(5)A Commercial General Liability

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

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

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

Such policy must provide the following minimum limit:

\$1,000,000

Combined single limit each accident

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

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

#### 1-07.23, PUBLIC CONVENIENCE AND SAFETY

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

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

(January 2, 2012)

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

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

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

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles

absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

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

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

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

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

<sup>\*</sup> or 2-feet beyond the outside edge of sidewalk

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

#### 1-08, PROSECUTION AND PROGRESS

#### 1-08.0 Preliminary Matters

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Add the following new section:

#### 1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253

# 1-08.1 Subcontracting

(February 16, 2018 APWA GSP)

The eighth and ninth paragraphs are revised to read:

On all projects, the Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: https://wsdot.diversitycompliance.com. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

# 1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998)

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

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

1. Request to Sublet Work (Form 421-012), and

2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

# **1-08.1(1)** Subcontract Completion and Return of Retainage Witheld Section 1-08.1(1) is revised to read:

(June 27, 2011)

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

#### Requirements

- 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
- 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- For purposes of this Section, a Subcontractor's work is satisfactorily completed when all
  task and requirements of the Subcontract have been accomplished and including any
  required documentation and material testing.
- Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
  - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

#### Conditions

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

#### **Payment**

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

## 1-08.3(2) A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

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

# 1-08.4 Prosecution Of Work

Delete this section and replace it with the following:

# 1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

# 1-08.5 Time For Completion

(March 13 1995)

Section 1-08.5 is supplemented with the following:

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the \$\$14<sup>th</sup> \$\$ calendar day after the Notice to Proceed start date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

- 2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. Property owner releases per Section 1-07.24

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45 46 This project shall be physically completed within \*\*\* 20 \*\*\* working days.

# 1-09, MEASUREMENT AND PAYMENT

# 1-09.9(1) Retainage

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

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

# 1-09.9 Payments

(June 27, 2011 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

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- 2. The amount of Progress Payments previously made; and
- 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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7 8 Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

# 1-09.11 Disputes and Claims

# 1-09.11(3) Time Limitation and Jurisdiction (July 23, 2015 APWA GSP)

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Revise this section to read:

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For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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# 1-09.13 Claims Resolution

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# 1-09.13(3) Claims \$250,000 or Less (October 1, 2005 APWA GSP)

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Delete this Section and replace it with the following:

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The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

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# 1-09.13(3)A Administration of Arbitration (July 23, 2015 APWA GSP)

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Revise the third paragraph to read:

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The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

# 1-09.13(4) Claims in Excess of \$250,000

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

## **CLAIMS RESOLUTION**

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

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

a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a single arbitration hearing, and then only after completion of the contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated, and shall, for purposes of administration of the arbitration, comply where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual agreement of the parties from the list provided by the Lewis County Superior Court Administrator. If the parties cannot agree on a person to serve as arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the scope and extent of discovery, except that the Contractor shall provide and update the information required by Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall file a statement of proof with the other party and the arbitrator at least 20 calendar days before the scheduled arbitration hearing. The statement of proof shall include:

1. The name, business address and contact telephone number of each witness who will testify at the hearing.

2. For each witness to be offered as an expert, a statement of the subject matter and a statement of the facts, resource materials (not protected by privilege) and learned treatises upon which the expert is expected to testify and render an opinion(s), synopsis of the basis for such opinion(s), and a resume of the expert detailing his/her qualifications as an expert and pursuant to rendering such opinion(s). A list of documents and other exhibits the party intends to offer in evidence at the arbitration hearing. Either party may request a copy of any document listed, and a copy or description of any other exhibit listed. The party receiving the request shall provide the copies or description within five (5) calendar days. The parties or arbitrator may subpoena parties in accordance with the Superior Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall

be provided for under Rule 6.4, thereof. The arbitrator may permit a

party to call a witness or offer a document or other exhibit not included

Washington. The extent of application of the Washington Rules of Evidence shall be determined in the exercise of sound discretion of the arbitrator, except that such Rules should be liberally construed in order to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity. The decision of the arbitrator and the specific grounds for the decision shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The County and the Contractor agree to be bound by the decision of the

arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment

presiding judge of the Superior Court for Lewis County. Each party shall bear its

own costs in connection with the arbitration. Each party shall pay one-half of the

upon the award rendered by the arbitrator shall be entered as judgment before the

b) The arbitration hearing shall be conducted at a location within Lewis County,

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# 1-10, TEMPORARY TRAFFIC CONTROL

# 1-10.2 Traffic Control Management

# 1-10.2(1) General

(December 1, 2008)

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

arbitrator's fees and expenses.

(January 3, 2017)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. Kingston, WA 98346 (360) 297-3035

**Evergreen Safety Council** 12545 135<sup>th</sup> Ave. NE Kirkland, WA 98034-8709 1-800-521-0778

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

# 1-10.2(2) Traffic Control Plans

Section 1-10.2(2) is supplemented with the following:

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The Contracting Agency has attached a Traffic Control Plan in Appendix E for road closure and traffic detour on this project. All signs required for this project, including Type III Barrier (as shown on the Traffic Control Plan) shall be furnished, installed, and removed by the Contractor. It shall be the Contractors responsibility to maintain all Traffic Control Signs as shown in the Contract Plans.

# 1-10.2(3) Conformance to Established Standards (\*\*\*\*\*\*)

Section 1-10.2(3) is supplemented with the following:

The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines" (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.

#### 1-10.4 Measurement

# 1-10.4(1) Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

#### **EXISTING SIGNS**

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

 During the life of the contract, the Contractor shall be responsible for all existing signs damaged or removed by construction operations.

Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience of construction subject to the approval of the Engineer. The signs shall be located at or as near as practical to their original locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction in the area immediately surrounding the permanent sign location, the Contractor shall reinstall the sign and supports in their permanent locations.

Signs damaged or removed shall be replaced by the Contractor at no cost to the County.

All costs involved in removing, maintaining and resetting existing signing as specified shall be considered incidental to the project and included in the various bid items therein. No additional compensation will be allowed.

DIVISION 2 EARTHWORK

# 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

#### 2-01.1 Description

(March 13, 1995)

Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253 The area staked in the field by the Engineer prior to bid opening.

# 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

# 2-02.1 Description

Section 2-02.1 is supplemented with the following:

(March 13, 1995)

This work shall consist of removing miscellaneous traffic items.

# 2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

13 (\*\*\*\*\*)

# **Removing Miscellaneous Items**

The following miscellaneous items shall be removed and disposed of:

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*** Temporary Fencing *** (100 LF)
*** Flexible Guide Post *** (5 EA)
```

# 2-02.5 Payment

Section 2-02.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1, for the following Bid item when it is included in the Proposal:

"Removal of Miscellaneous Traffic Items", lump sum.

# 2-03, ROADWAY EXCAVATION AND EMBANKMENT

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

# 2-03.3 Construction Requirements

# 2-03.3(7) Disposal of Surplus Material

Section 2-03.3(7) is supplemented with the following:

No waste site has been provided to the Contractor for the disposal of unsuitable and excess excavation material. The Contractor shall make his own arrangement to acquire a site for the disposal of unsuitable and excess excavation material.

The Contractor shall make his own arrangements to acquire a site and obtain all environmental permits required for the disposal of the unsuitable excavation material. The Contracting Agency must approve the waste site prior to it being utilized. Approval cannot be given until the Contracting Agency receives copies of all environmental approvals.

All costs for acquiring a disposal site and for the loading, hauling, and disposal of unsuitable and excess excavation material shall be considered incidental to the project and be included in the unit contract prices for the various items of work therein.

# Landslide Debris Removal (\*\*\*\*\*)

Excavated material generated from the cut areas within the landslide scarp shall be stockpiled and tarped for future use as Topsoil Type B. The Contractor shall segregate any woody debris (roots) or other deleterious material from excavated material prior to use as Topsoil Type B.

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(March 13, 1995)

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract. Control stakes will be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

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

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

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the County Engineer's office.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

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

The "Roadway Excavation Incl. Haul" bid item shall include the removal and disposal of soil generated from landslide debris excavation. Roadway Excavation quantities will be measured and paid in accordance with the requirements of Sections 2-03.4 and 2-03.5.

# 2-09, STRUCTURE EXCAVATION

# 2-09.3(1)E Backfilling

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

Section 2-09.3(1)E is supplemented with the following:

Backfill for the Gabion Wall shall be as shown on the plans. Backfill placement shall include reestablishing roadside topography by shaping material to provide a smooth transition between existing site grades and the back of Gabion Wall.

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

Gabion Wall backfill where indicated as Quarry Spalls shall be placed in layers no more than 1.5 feet thick (loose), with each layer tamped so that each layer will be in a firm and unyielding condition. Gabion Wall backfill where indicated as Crushed Surfacing Base Couse shall be used as a choker course between the Quarry Spall backfill and Topsoil Type B layers. Crushed Surfacing Base Course shall be compacted by a minimum of three passes using a vibratory plate compactor approved by the Project Engineer.

2	2-09.3(4) Construction Requirements, Structure Excavation, Class B
3	Section 2-09.3(4) is supplemented with the following:
4 5	Geotion 2-03.5(4) is supplemented with the following.
6	Excavation for the gabion wall shall not extend beyond the limits of excavation as shown on the
7	plans. At the wall ends, Gabion Wall shall be placed against the undisturbed earth banks as shown
8	on the plans. Excavation at back of wall shall be constructed in a manner that does not damage the
9	existing pavement section of Howe Road.
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11	2-09.4 Measurement
12	(*****)
13	Section 2-09.4 is supplemented with the following:
14	"Quarry Spalls" shall be measured per cubic yard.
15 16	"Crushed Surfacing Base Course" shall be measured per ton.
17	Gradined Carracing Base Course Criain so inicacared per term
18	2-09.5 Payment
19	(*****)
20	Section 2-09.5 is supplemented with the following:
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22	Payment will be made in accordance with Section 1-04.1 for the following bid item included in the
23	proposal:
24 25	"Quarry Spalls", per cubic yard.
26	"Crushed Surfacing Base Course", per ton.
27	cracinos caracing care cosmos, por term
28	DIVISION 3
29	PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING
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31	3-01 PRODUCTION FROM QUARRY AND PIT SITES
32	3-01.4 Contractor Furnished Material Sources
33	2.04.4/4) Association and Development
34	3-01.4(1) Acquisition and Development
35 36	Section 3-01.4(1) is supplemented with the following:
37	Coulon o on t(1) to supplemented with the following.
38	No source has been provided for any materials necessary for the construction of this project.
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40	DIVISION 4
41	BASES
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43	4-04, BALLAST AND CRUSHED SURFACING
44	
45	4-04.3 Construction Requirements

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253

**4-04.3(11)** Shaping and Compacting (\*\*\*\*\*\*)

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Section 4-04.3(11) is supplemented with the following:

Leveling Pad

Leveling Pad material (Permeable Ballast) shall be spread evenly across the prepared subgrade to the depth shown on the plans. The Contractor shall assume some hand work may be required in areas of limited access. The Contractor shall grade the material to a uniform level pad for placement of the Gabion Wall. The material shall be graded into place and compacted by tamping with the bucket of an excavator to the satisfaction of the Engineer. Other mechanical compaction should not be used.

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#### 4-04.4 Measurement

Section 4-04.4 is supplemented with the following:

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"Permeable Ballast" shall be measured per ton.

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# 4-04.5 Payment

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

Section 4-04.5 is supplemented with the following:

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The unit contract price per ton for "Permeable Ballast" shall be full pay for furnishing permeable ballast, hauling, placing material, compacting and all other work as specified.

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# **DIVISION 8** MISCELLANEOUS CONSTRUCTION

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# 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

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# 8-01.3 Construction Requirements

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Section 8-01.3 is supplemented with the following:

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Any additional BMP items as stated in the TESC Plan and ordered to be placed by the Engineer but not included in the Proposal shall be paid by force account as provided in Section 1-09.6 of the Standard Specifications.

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# 8-01.3(2) Seeding, Fertilizing, and Mulching

Section 8-01.3(2) is supplemented with the following:

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The Contractor shall provide permanent seeding for all disturbed areas within the project limits including the area between the Gabion Wall and top of steep slope. The approximate quantity assumed for the Lump Sum Bid Item "Seeding and Mulching" is 0.8 acres.

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# 8-01.3(2)B Seeding and Fertilizing

Section 8-01.3(2)B is supplemented with the following:

Seed Mix - Roadside: Grass seed, of the following composition, proportion, and quality shall be applied at the rate of \*\*\*80 \*\*\* pounds of pure live seed per acre on all areas requiring permanent roadside seeding within the project limits.

Kind and Variety of Seed in Mixture by Common Name and (Botanical name)	Pounds Pure Live Seed (PLS) Per Acre
Deschampsia elongata Slender Hairgrass	5.88
Elymus glaucus Blue Wildrye	39
Festuca idahonesis Idaho Fescue	12.74
Festuca ovina Sheep Fescue	4.21
Hordeum brachyantherum Meadow Barley	16.86
Koeler cristata	1.24

After seeding the Contractor shall be responsible to ensure a healthy stand of grass, otherwise, the Contractor shall, restore eroded areas, clean up materials, and reapply the seed, at no cost to the Contracting Agency.

Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.

# 8-01.3(2)D Mulching

**Prairie Junegrass** 

Total Pounds PLS Per Acre

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

Section 8-01.3(2)D is supplemented with the following:

 Long-Term Wood Cellulose Fiber mulch shall be applied at a rate of 4,000 pounds per acre with all permanent seed mixes and shall conform to Section 9-14.4(2)A Long-Term Mulch of the Standard Specifications. No more than 2,000 pounds shall be applied in any single lift.

# 8-01.3(2)E Tackifiers

**\** Section

Section 8-01.3(2)E is supplemented with the following:

PAM shall be added to permanent erosion control and temporary seed mixes at the time of hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of the Standard Specifications.

PAM shall not be applied between the face of Gabion Wall and top of steep slope.

# 8-01.4 Measurement

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

Section 8-01.4 is supplemented with the following:

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No specific unit of measurement will apply to "Seeding, Fertilizing and Mulching".

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# 8-01.5 Payment

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Section 8-01.5 is supplemented with the following:

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The unit contract price per Linear Foot (L.F.) for "High Visibility Silt Fence" shall be full pay for all cost to obtain, install, maintain, and remove the fence as specified. Once removed, the fencing shall remain the property of the Contractor.

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The unit contract price lump sum for "Seeding and Mulching" shall be full pay for furnishing and installing the specified seed mix, mulch, fertilizer, and PAM, chemical weed and grass control/removal immediately prior to seeding to produce the specified surface conditions, scarification of compacted areas, minor filling of ruts, and all material and equipment necessary and incidental to the approved application of the specified seed.

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# 8-11, GUARDRAIL

# 8-11.3 Construction Requirements

# 8-11.3(1) Beam Guardrail

(April 5, 2010)

Section 8-11.3(1) is supplemented with the following:

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This project may contain a mixture of steel and wood posts. The bidder is advised that post selection will be as detailed in the plans and these specifications.

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# 8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

# 8-24.3(3)A Foundations

Section 8-24.3(3)A is supplemented with the following:

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The foundation for the Gabion Wall will include a permeable ballast leveling pad prepared as described in Section 4-04.

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# 8-24.3(3)B Baskets

The first sentence is revised to read:

42 (\*\*\*\*\*)

Baskets shall be fabricated from welded galvanized steel wire.

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# 8-24.3(3)C Dimensions

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

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Lengths are not required to be a multiple of horizontal width.

# 8-24.3(3)D Fabrication of Baskets

The second paragraph is supplemented with the following:

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Gabion Baskets which measures 3 feet by 5 feet by 3 feet shall be divided by diaphragms into cells that measure 3 feet by 2.5 feet by 3 feet.

# 8-24.3(3)G Gabion Cribbing Erection

Section 8-24.3(3)G is supplemented with the following:

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

The Contractor shall provide adequate worker fall protection equipment and tethering during all work near or at the face of the Gabion Cribbing.

DIVISION 9
MATERIALS

# 9-27 CRIBBING

# 9-27.3(1) Gabion Fabric

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

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

Gabions shall be fabricated from welded wire mesh.

# 9-27.3(1) Gabion Fabric

This section is revised to read:

(\*\*\*\*\*

Gabion baskets shall have mesh openings with nominal dimensions not to exceed 4½ inches and the maximum area of any mesh opening shall not exceed 10 square inches.

#### 1. Welded Wire Mesh

- a. Welded wire mesh shall be fabricated from galvanized steel wire having a diameter of 0.144 inch (9 Ga.) for baskets which are to be filled then placed and 0.116 inch (11 Ga.) for baskets which are to be placed then filled. Wire shall be galvanized prior to fabrication.
- b. Welded wire mesh shall be formed in a uniform square pattern with openings 3 by 3 inches with a resistance weld at each connection in accordance with ASTM A185.

#### **POWER EQUIPMENT**

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

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

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

# **E-VERIFY**

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

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

#### BOND

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

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

# LEWIS COUNTY ESTIMATES AND PAYMENT POLICY

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

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

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

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

Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final 2 payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance 3 of Contract, provided the conditions of Section 1-03.4 and Section1-07.2 of these Special Provisions have been satisfied. 5

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# **APPENDICES**

(July 12, 1999) 8

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

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# APPENDIX A:

Washington State Prevailing Wage Rates Wage Rates Supplements Wage Rates Benefit Codes

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# **APPENDIX B:**

**Federal Contract Provisions** 

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# APPENDIX C:

**Bid Proposal Documents** 

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# APPENDIX D:

**Contract Documents** 

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#### APPENDIX E:

**Contract Plans** 

27 Traffic Control Plan \*\*\*\*\* 28

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# (April 2, 2018)

# STANDARD PLANS

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 7, 2017 is made a part of this contract.

The Standard Plans are revised as follows:

# A-30.15 DELETED

# A-40.10

Section View, PCCP to HMA Longitudinal Joint, callout, was – "Sawed Groove ~ Width 3/16" (IN) MIN. to 5/16" (IN) MAX. ~ Depth 1" (IN) MIN. ~ see Std. Spec. 5-04.3(12)B" is revised to read; "Sawed Groove ~ Width 3/16" (IN) MIN. to 5/16" (IN) MAX. ~ Depth 1" (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2"

## A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

## A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

# A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

#### A-60.30

Note 4, was – "If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane." Is revised to read; "If the ACP and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation

is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane."

# B-10.20

Substitute "step" in lieu of "handhold" on plan

#### B-25 20

Note 4, was – "Bolt-Down capability is required on all frames, grates and covers, unless specified in the Contract. Provide two holes in the Frame that are vertically aligned with the grate slots. The frame shall accept the 5/8" x 11 NC x 2" allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies among manufacturers. See BOLT-DOWN DETAIL, **Standard Plan B-30.10.** Is revised to read; "Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) Allen head cap screw by being tapped, or other approved mechanism. The location of bolt-down holes varies by manufacturer." See BOLT-DOWN DETAIL, **Standard Plan B-30.10.** 

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

#### B-30.70

Note 2, was – "Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8" -1 NC x 2" Allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer." Is revised to

read; "Bolt-Down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. 2 The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) Allen head cap 3 screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer." 6 RING PLAN, callout, was – "DRILL AND TAP 5/8" – 11NC HOLE FOR 1 1/2" X 5/8" STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)" is revised to read; "SEE NOTE 2" 8 B-90.40 10 Valve Detail - DELETED 11 12 13 Dimension, Section A, dimension between grate and curb, was – 3", is revised to read: 1" 14 15 C-4b 16 **DELETED** 17 18 C-4e **DELETED** 20 21 C-16b 22 **DELETED** 23 <u>C-2</u>2.14 25 **DELETED** 26 27 C-22.16 28 Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read: "Elevation G = (Elevation S - D x (0.1) + 31/12" 30 31 C-22.40 32 Elevation View, MSKT-SP-MGS (TL-3), dimension, MSKT-SP-MGS (TL-3) SYSTEM LENGTH = 33 50' - 0", dimension is revised to read: 46' - 101/2"34 35

C-22.41

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**DELETED** 

Elevation View, MSKT-SP-MGS (TL-2), Dimension, "MSKT-SP-MGS (TL-2) SYSTEM LENGTH = 25' – 0""; the 25' - 0" dimension is shown to begin at the centerline of POST 1 and terminate at the Mid-Span Splice located between (unlabeled) POST 6 and (unlabeled) POST 7. The dimension is revised to begin at the centerline of POST 1 and terminate at the centerline of (unlabeled) POST 5.

C-25.18 **DELETED** 

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

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D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20

Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25

Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and Gutter Section"

F-10.40

"EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted

F-10.42

DELETE – "Extruded Curb at Cut Slope" View

G-22.10

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Sheet 2, Elevation, Three-Post Installation, Dimension, upper right, was — ".035" is revised to read: "0.35X"

G-24.60

Sheet 1, View A, Dimension @ Bottom of sign, is = 3" is revised to read: 6".

Sheet 3, TYPICAL TRUSS DETAILS, BASE ~ TOP, callout, was - "15/16"(IN) DIAM. HOLES FOR FOUR, 7/8" (IN) DIAM. BOLTS (ASTM A 325)" is revised to read: "15/16"(IN) DIAM. HOLES FOR FOUR, 7/8" (IN) DIAM. BOLTS (ASTM F3125, GRADE A325)"

G-90.10

TOP VIEW, callout, was – "Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)" is revised to read; "Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)"

Sheet 2, Detail "B", Plan View, callout, was – "5/8" DIAM. ASTM A 325 H.S. BOLT W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-03.3(33)" is revised to read: "5/8" DIAM. ASTM F 3125, GRADE A325 H.S. BOLT W/HEAVY HEX NUT AND WASHER, GALV. (TYP.) TIGHTEN PER STD. SPEC. 6-03.3(33)"

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-30.30

8" Diameter Wattle Spacing Table, lower left corner, was - "Slope:1H: 1V, Maximum Spacing:10' -0"" is revised to read: "Slope:1H: 1V, Maximum Spacing:8' - 0"".

DELETED

J-3b

**DELETED** 

J-3C

**DELETED** 

J-10.21

Note 18, was – "When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details." Is revised to read; "When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details."

J-10.22

Key Note 1, was – "Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305." Is revised to read; "Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel."

Key Note 4, "Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt "T" rated). Is revised to read: "Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt "T" rated)." Key Note 14, was – "Hinged dead front with ¼ turn fasteners or slide latch." Is revised to read; "Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s)."

Key Note 15, was – "Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b." is revised to read; "Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details."

J-20.10

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Add Note 5, "5. One accessible pedestrian signal assembly per pedestrian pushbutton post."

J-20.11

Sheet 2, Foundation Detail, Elevation, callout – "Type 1 Signal Pole" is revised to read: "Type PS or Type 1 Signal Pole"

Sheet 2, Foundation Detail, Elevation, add note below Title, "(Type 1 Signal Pole Shown)" Add Note 6, "6. One accessible pedestrian signal assembly per pedestrian pushbutton post."

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was - LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY" Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar. Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar. Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar. Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read: 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar. Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16

Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

# J-26.20

Sheet 1, NOTES, Note 5, was - "Connecting/clamping bolts AASHTO M 164 (ASTM A325)" is revised to read: "Connecting/clamping bolts ASTM F3125 GRADE A325"

Was - "NUTS AASHTO M 291 (ASTM A263) GRADE DH" is revised to read: "NUTS ASTM A563 GRADE DH"

## J-28.43

KEY notes, note 1, was – "CLAMPING BOLTS, 7/8" (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM A325)" is revised to read: "CLAMPING BOLTS, 7/8" (IN) DIAM. HEX HEAD BOLT AND NUT, TWO PLATE WASHERS, ONE HARDENED ROUND WASHER, 87 FT-LBS TORQUE (THREE CLAMPING BOLT ASSEMBLIES PER SLIP BASE) (PER ASTM F3125 GRADE A325)"

# J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1  $\frac{1}{2}$ " S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1  $\frac{1}{2}$ " S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

# J-60.14

All references to J-16b (6x) are revised to read; J-60.11

#### K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

#### M-11.10

Layout, dimension (from stop bar to "X"), was - 23' is revised to read; 24'

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

A-10.10-008/7/07	A-40.00-008/11/09	A-50.30-0011/17/08
A-10.20-0010/5/07	A-40.10-0312/23/14	A-50.40-0011/17/08
A-10.30-0010/5/07	A-40.15-008/11/09	A-60.10-0312/23/14
A-20.10-008/31/07	A-40.20-041/18/17	A-60.20-0312/23/14
A-30.10-0011/8/07	A-40.50-0212/23/14	A-60.30-0011/8/07
A-30.30-016/16/11	A-50.10-0011/17/08	A-60.40-008/31/07
A-30.35-0010/12/07	A-50.20-019/22/09	
B-5.20-021/26/17	B-30.50-021/26/17	B-75.20-016/10/08
B-5.40-021/26/17	B-30.70-034/26/12	B-75.50-016/10/08
B-5.60-021/26/17	B-30.80-006/8/06	B-75.60-006/8/06
B-10.20-012/7/12	B-30.90-021/26/17	B-80.20-006/8/06
B-10.40-011/26/17	B-35.20-006/8/06	B-80.40-006/1/06
B-10.60-006/8/06	B-35.40-006/8/06	B-82.20-006/1/06
B-10.70-001/26/17	B-40.20-006/1/06	B-85.10-016/10/08
B-15.20-012/7/12	B-40.40-021/26/17	B-85.20-006/1/06
B-15.40-012/7/12	B-45.20-017/11/17	B-85.30-006/1/06
B-15.60-021/26/17	B-45.40-017/21/17	B-85.40-006/8/06

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168

	B-20.20-023/16/12 B-20.40-033/16/12 B-20.60-033/15/12 B-25.20-013/15/12 B-25.60-011/26/17 B-30.10-021/26/17 B-30.20-031/26/17 B-30.30-021/26/17	B-50.20-00 B-55.20-01 B-60.20-00 B-60.40-00 B-65.20-01 B-65.40-00 B-70.20-00 B-70.60-01	1/26/17 6/8/06 6/1/06 4/26/12 6/1/06	B-85.50-01 B-90.10-00 B-90.20-00 B-90.30-00 B-90.40-01 B-90.50-00 B-95.20-01 B-95.40-00	6/8/06 6/8/06 6/8/06 1/26/17 6/8/06 2/3/09
	C-1	C-6	10/14/09 7/15/16 7/15/16 7/15/16 6/16/11 6/16/11 2/10/09 7/25/97	C-25.26-03. C-25.80-04. C-40.14-02. C-40.16-02. C-40.18-03. C-70.10-01.	6/11/14 7/14/15 7/14/15 7/15/16 7/2/12 7/2/12 7/21/17
	C-2e6/21/06 C-2f3/14/97 C-2g7/27/01 C-2h3/28/97 C-2i3/28/97 C-2j6/12/98 C-2k7/12/16 C-2n7/12/16 C-2o7/13/01 C-2p10/31/03 C-37/2/12 C-3a10/4/05 C-3b6/27/11 C-3c6/27/11	C-8e	6/30/047/15/167/21/177/21/176/11/146/11/146/11/146/11/147/21/17	C-75.20-01. C-75.30-01. C-80.10-01. C-80.20-01. C-80.30-01. C-80.40-01. C-85.10-00. C-85.11-00. C-85.14-01. C-85.15-01. C-85.16-01.	6/11/14 6/11/14 6/11/14 6/11/14 6/11/14 4/8/12 4/8/12 4/8/12 6/11/14 6/30/14
(	C-4f7/2/12	C-22.16-06 C-22.40-06 C-22.45-03	7/21/17	C-90.10-00.	7/3/08
	D-2.04-001/10/05 D-2.06-011/6/09 D-2.08-001/10/05 D-2.14-001/10/05 D-2.16-001/10/05 D-2.18-001/10/05 D-2.20-001/10/05 D-2.32-001/6/09 D-2.36-036/11/14 D-2.42-001/10/05 D-2.44-001/10/05 D-2.62-001/10/05 D-2.62-001/10/05	D-2.48-001 D-2.64-011 D-2.66-001 D-2.68-001 D-2.80-001 D-2.84-001 D-2.84-001 D-2.86-001 D-2.88-001 D-2.92-001 D-3.09-005 D-3.10-015/ D-3.15-026/ D-3.16-025/	/6/09 1/10/05 1/10/05 1/10/05 1/10/05 1/10/05 1/10/05 1/10/05 1/10/05 /17/12 29/13 11/14	D-3.17-025 D-41 D-6	2/11/98 6/19/98 12/2/08 12/2/08 12/2/08 7/8/08 7/8/08 7/8/08 12/2/08 12/2/08 12/2/08 5/9/16

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1	E-1 E-2		E-4 E-4a		
1	F-10.12-03 F-10.16-00		F-10.62-02 F-10.64-03		F-40.15-036/29/16 F-40.16-036/29/16
	F-10.18-01		F-10.04-03		F-45.10-037/15/16
	F-10.16-01		F-40.12-03		F-80.10-047/15/16
	F-10.42-00		F-40.14-03		1-00.10-047/13/10
2	1 10.42 00	1/20/01	1 40.14 00	0/23/10	
2	G-10.10-00	9/20/07	G-25.10-04	6/10/13	G-90.10-037/11/17
	G-20.10-02		G-30.10-04		G-90.11-004/28/16
	G-22.10-03	7/10/15	G-50.10-02	6/23/15	G-90.20-057/11/17
	G-24.10-00		G-60.10-03	6/18/15	G-90.30-047/11/17
	G-24.20-01		G-60.20-02		G-90.40-024/28/16
	G-24.30-01		G-60.30-02		G-95.10-016/2/11
	G-24.40-06		G-70.10-03		G-95.20-026/2/11
	G-24.50-04		G-70.20-04		G-95.30-026/2/11
	G-24.60-04	6/23/15	G-70.30-04	7/21/17	
3	H-10.10-00	7/2/00	H-32.10-00	0/20/07	H-70.10-012/7/12
	H-10.15-00		H-60.10-01		H-70.10-012/1/12 H-70.20-012/16/12
	H-30.10-00		H-60.20-01		H-70.30-022/7/12
4	H-30.10-00	. 10/12/07	11-00.20-01	1/3/00	11-70.30-022/1/12
4	I-10.10-01	8/11/09	I-30.20-00	9/20/07	I-40.20-009/20/07
	I-30.10-02		I-30.30-01		I-50.20-016/10/13
	I-30.15-02		I-30.40-01		I-60.10-016/10/13
	I-30.16-00	3/22/13	I-30.60-00	5/29/13	I-60.20-016/10/13
	I-30.17-00	3/22/13	I-40.10-00	9/20/07	I-80.10-027/15/16
5					
	J-10		J-26.20-00		J-40.38-015/20/13
	J-10.10-03		J-27.10-01		J-40.39-005/20/13
	J-10.15-01		J-27.15-00		J-40.40-014/28/16
	J-10.16-00 J-10.17-00		J-28.10-01	5/11/11 8/07/07	J-45.36-007/21/17 J-50.05-007/21/17
	J-10.17-00		J-28.24-01		J-50.05-00/21/17 J-50.10-006/3/11
	J-10.20-01			12/02/08	
	J-10.21-00		J-28.30-03		J-50.12-017/21/17
	J-10.22-00		J-28.40-02		J-50.15-017/21/17
	J-10.25-00			6/11/14	
	J-15.10-01	6/11/14	J-28.43-00	6/11/14	J-50.20-006/3/11
	J-15.15-02			7/21/16	
	J-20.10-03			7/21/16	
	J-20.11-02			7/21/16	
	J-20.15-03			7/21/17	
	J-20.16-02			7/21/16	
	J-20.20-02			7/21/16	
	J-20.26-01 J-21.10-04			7/21/16 6/18/15	J-60.14-006/16/10 J-75.10-027/10/15
	J-21.10-04			6/18/15 7/21/16	
	J-21.16-01			4/28/16	J-75.30-027/10/15
	J-21.17-01			4/28/16	J-75.40-026/1/16
	J-21.20-01			4/28/16	
	J-22.15-02			5/29/13	
	J-22.16-03			7/21/17	
	J-26.10-037	7/21/16		7/21/17	

J-26.15-015/17/12		J-90.21-014/28/16
K-70.20-016/1/16 K-80.10-016/1/16 K-80.20-0012/20/06 K-80.30-002/21/07 K-80.35-002/21/07 K-80.37-002/21/07		
L-10.10-026/21/12	L-40.10-026/21/12	L-70.10-015/21/08
L-20.10-037/14/15		L-70.20-015/21/08
L-30.10-026/11/14	L-40.20-026/21/12	
M-1.20-036/24/14 M-1.40-026/3/11 M-1.60-026/3/11 M-1.80-036/3/11 M-2.20-037/10/15 M-2.21-007/10/15 M-3.10-036/3/11 M-3.20-026/3/11 M-3.40-036/3/11 M-3.50-026/3/11 M-5.10-026/3/11 M-7.50-011/30/07 M-9.50-026/24/14 M-9.60-002/10/09 M-11.10-027/11/17	M-12.10-007/11/17 M-15.10-012/6/07 M-17.10-026/3/11 M-20.20-026/3/11 M-20.30-042/29/16 M-20.40-036/24/14 M-20.50-026/3/11 M-24.20-024/20/15 M-24.40-024/20/15 M-24.50-006/16/11 M-24.60-046/24/14 M-24.65-007/11/17	M-40.10-036/24/14 M-40.20-0010/12/07 M-40.30-017/11/17 M-40.40-009/20/07 M-40.50-009/20/07 M-40.60-009/20/07 M-60.10-016/3/11 M-60.20-026/27/11 M-65.10-025/11/11 M-80.10-016/3/11 M-80.20-006/10/08 M-80.30-006/10/08

Howe Rd. MP 1.68 Landslide Repair Project County Project No. SM15F563500168 FEMA No. DR 4253

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# **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: 4/16/2018

<b>County</b>	<u>Trade</u>	Job Classification	<u>Wage</u>	Holiday	Overtime	Note
Lewis	<u>Asbestos Abatement Workers</u>	Journey Level	\$46.57	<u>5D</u>	<u>1H</u>	
Lewis	<u>Boilermakers</u>	Journey Level	\$66.54	<u>5N</u>	<u>1C</u>	
Lewis	Brick Mason	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	Building Service Employees	Janitor	\$11.50		<u>1</u>	
Lewis	Building Service Employees	Shampooer	\$11.50		<u>1</u>	
Lewis	Building Service Employees	Waxer	\$11.50		<u>1</u>	
Lewis	Building Service Employees	Window Cleaner	\$13.22		<u>1</u>	
Lewis	<u>Cabinet Makers (In Shop)</u>	Journey Level	\$23.17		<u>1</u>	
Lewis	<u>Carpenters</u>	Acoustical Worker	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Bridge, Dock And Wharf Carpenters	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Carpenter	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Carpenters on Stationary Tools	\$57.31	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Creosoted Material	\$57.28	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Floor Finisher	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Floor Layer	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	<u>Carpenters</u>	Scaffold Erector	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	Cement Masons	Journey Level	\$57.21	<u>7A</u>	<u>1M</u>	
Lewis	<u>Divers &amp; Tenders</u>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$110.54	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Dive Supervisor/Master	\$72.97	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Diver	\$110.54	<u>5D</u>	<u>4C</u>	<u>8V</u>
Lewis	Divers & Tenders	Diver On Standby	\$67.97	<u>5D</u>	<u>4C</u>	
Lewis	<u>Divers &amp; Tenders</u>	Diver Tender	\$61.65	<u>5D</u>	<u>4C</u>	
Lewis	<u>Divers &amp; Tenders</u>	Manifold Operator	\$61.65	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$66.65	<u>5D</u>	<u>4C</u>	
Lewis	Divers & Tenders	Remote Operated Vehicle	\$61.65	<u>5D</u>	<u>4C</u>	

		Operator/Technician				
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$57.43	<u>5A</u>	<u>4C</u>	
Lewis	<u>Dredge Workers</u>	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
Lewis	<u>Dredge Workers</u>	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
Lewis	<u>Drywall Applicator</u>	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
Lewis	<u>Drywall Tapers</u>	Journey Level	\$23.26		1	
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$11.50		1	
Lewis	<u>Electricians - Inside</u>	Cable Splicer	\$68.47	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Inside</u>	Journey Level	\$64.26	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Inside</u>	Lead Covered Cable Splicer	\$72.67	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Inside</u>	Welder	\$68.47	<u>5C</u>	<u>1G</u>	
Lewis	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		<u>1</u>	
Lewis	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		<u>1</u>	
Lewis	Electricians - Powerline Construction	Cable Splicer	\$79.43	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Groundperson	\$46.28	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$59.01	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Meter Installer	\$46.28	<u>5A</u>	<u>4D</u>	<u>8W</u>
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$69.75	<u>5A</u>	<u>4D</u>	
Lewis	Electricians - Powerline Construction	Powderperson	\$52.20	<u>5A</u>	<u>4D</u>	
Lewis	Electronic Technicians	Journey Level	\$28.46		1	
Lewis	Elevator Constructors	Mechanic	\$91.24	<u>7D</u>	<u>4A</u>	
Lewis	Elevator Constructors	Mechanic In Charge	\$98.51	<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	<u>Flaggers</u>	Journey Level	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	<u>Glaziers</u>	Journey Level	\$23.50		<u>1</u>	
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$67.93	<u>5J</u>	<u>4H</u>	
Lewis	Heating Equipment Mechanics	Journey Level	\$78.17	<u>7F</u>	<u>1E</u>	

Lewis	Hod Carriers & Mason Tenders	Journey Level	\$48.02	<u>7A</u>	<u>31</u>
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$11.50		1
Lewis	<u>Inland Boatmen</u>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>
Lewis	<u>Inland Boatmen</u>	Cook	\$56.48	<u>5B</u>	<u>1K</u>
Lewis	<u>Inland Boatmen</u>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>
Lewis	<u>Inland Boatmen</u>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>
Lewis	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$11.50		1
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.50		1
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$11.50		1
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$11.50		1
Lewis	Insulation Applicators	Journey Level	\$57.18	<u>5D</u>	<u>4C</u>
Lewis	<u>Ironworkers</u>	Journeyman	\$67.88	<u>7N</u>	<u>10</u>
Lewis	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Airtrac Drill Operator	\$48.02	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Ballast Regular Machine	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Batch Weighman	\$39.48	<u>7A</u>	<u>3I</u>
Lewis	<u>Laborers</u>	Brick Pavers	\$46.57	<u>7A</u>	<u>3I</u>
Lewis	<u>Laborers</u>	Brush Cutter	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Brush Hog Feeder	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Burner	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Caisson Worker	\$48.02	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Carpenter Tender	\$46.57	<u>7A</u>	<u>31</u>
Lewis	Laborers	Caulker	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Cement Dumper-paving	\$47.44	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Cement Finisher Tender	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Change House Or Dry Shack	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$47.44	<u>7A</u>	<u>31</u>
Lewis	Laborers	Choker Setter	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Chuck Tender	\$46.57	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Clary Power Spreader	\$47.44	<u>7A</u>	<u>31</u>
Lewis	<u>Laborers</u>	Clean-up Laborer	\$46.57	<u>7A</u>	<u>3l</u>
Lewis	<u>Laborers</u>	Concrete Dumper/chute Operator	\$47.44	<u>7A</u>	<u>31</u>

Lewis	<u>Laborers</u>	Concrete Form Stripper	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Concrete Placement Crew	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Crusher Feeder	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Curing Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Ditch Digger	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Diver	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Drill Operator (hydraulic,diamond)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Dry Stack Walls	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Dump Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Epoxy Technician	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Erosion Control Worker	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Faller & Bucker Chain Saw	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Fine Graders	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Firewatch	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Form Setter	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Gabian Basket Builders	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	General Laborer	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Grade Checker & Transit Person	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Grinders	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Grout Machine Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Groutmen (pressure)including Post Tension Beams	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Guardrail Erector	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	High Scaler	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Jackhammer	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Laserbeam Operator	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Maintenance Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Manhole Builder-mudman	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Material Yard Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Motorman-dinky Locomotive	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pavement Breaker	\$47.44	<u>7A</u>	<u>31</u>	

Lewis	<u>Laborers</u>	Pilot Car	\$39.48	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Layer Lead	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pipe Layer/tailor	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Pipe Pot Tender	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Pipe Reliner	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Pipe Wrapper	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Pot Tender	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Powderman	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Powderman's Helper	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Power Jacks	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Railroad Spike Puller - Power	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Raker - Asphalt	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Re-timberman	\$48.02	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Remote Equipment Operator	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rigger/signal Person	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rip Rap Person	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Rivet Buster	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Rodder	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Scaffold Erector	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Scale Person	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Sloper (over 20")	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Sloper Sprayer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	Laborers	Spreader (concrete)	\$47.44	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Stake Hopper	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Stock Piler	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Tamper (multiple & Self- propelled)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Topper	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Track Laborer	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Track Liner (power)	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Traffic Control Laborer	\$42.22	<u>7A</u>	<u>31</u>	<u>8</u>
Lewis	<u>Laborers</u>	Traffic Control Supervisor	\$42.22	<u>7A</u>	<u>31</u>	<u>8</u>
Lewis	<u>Laborers</u>	Truck Spotter	\$46.57	<u>7A</u>	<u>3I</u>	
Lewis	<u>Laborers</u>	Tugger Operator	\$47.44	<u>7A</u>	<u>31</u>	
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$92.60	<u>7A</u>	<u>31</u>	<u>8</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$97.63	<u>7A</u>	<u>31</u>	<u>8</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$101.31	<u>7A</u>	<u>31</u>	<u>8</u>
Lewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$107.01	<u>7A</u>	<u>31</u>	<u>8</u>
Lewis	Laborers	Tunnel Work-Compressed Air	\$109.13	<u>7A</u>	<u>31</u>	8

Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$71.35	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Crew Tender	\$52.37	<u>5D</u>	<u>4C</u>	
_ewis	<u>Painters</u>	Journey Level	\$41.60	<u>6Z</u>	<u>2B</u>	
-ewis	Modular Buildings	Welder	\$11.50		<u>1</u>	
_ewis	<u>Modular Buildings</u>	Utility Person	\$11.50		1	
-ewis	<u>Modular Buildings</u>	Tool Maintenance	\$11.50		<u>1</u>	
_ewis	<u>Modular Buildings</u>	Production Worker	\$11.50		<u>1</u>	
_ewis	<u>Modular Buildings</u>	Plumber	\$11.50		<u>1</u>	
ewis.	Modular Buildings	Equipment Maintenance	\$11.50		1	
_ewis	Modular Buildings	Electrician	\$11.50		1	
_ewis	Modular Buildings	Cabinet Assembly	\$11.50		<u>1</u>	
_ewis	<u>Millwright</u>	Journey Level	\$58.68	<u>5D</u>	<u>4C</u>	
_ewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u> </u>	
_ewis	Metal Fabrication (In Shop)	Painter	\$11.50		<u></u> 	
_ewis	Metal Fabrication (In Shop)	Machine Operator	\$11.50		<u> </u>	
_ewis	Metal Fabrication (In Shop)	Laborer	\$11.50		<del>_</del>	
_ewis	Metal Fabrication (In Shop)	Fitter	\$15.16	<u> 70</u>	<u>1m</u> <u>1</u>	
-ewis -ewis	Marble Setters	Journey Level	\$55.82	<u>5D</u>	<u> 1П</u> <u>1М</u>	_
_ewis	<u>Lathers</u>	Journey Level	\$56.78	<u>5D</u>	<u>1H</u>	
_ewis	Landscape Construction	Landscaping Or Planting Laborers	\$11.50		<u>1</u>	
ewis	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$11.50		<u>1</u>	
.ewis	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
.ewis	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	Pipe Layer	\$47.44	<u>7A</u>	<u>31</u>	
.ewis	<u>Laborers - Underground Sewer</u> <u>&amp; Water</u>	General Laborer & Topman	\$46.57	<u>7A</u>	<u>31</u>	
.ewis	<u>Laborers</u>	Window Washer/cleaner	\$35.88	<u>7A</u>	<u>3I</u>	
.ewis	<u>Laborers</u>	Well Point Laborer	\$47.44	<u>7A</u>	<u>31</u>	
.ewis	<u>Laborers</u>	Welder	\$47.44	<u>7A</u>	<u>31</u>	
.ewis	<u>Laborers</u>	Watchman	\$35.88	<u>7A</u>	<u>31</u>	
_ewis	<u>Laborers</u>	Vinyl Seamer	\$46.57	<u>7A</u>	<u>31</u>	
_ewis	<u>Laborers</u>	Vibrator	\$47.44	<u>7A</u>	<u>3I</u>	
_ewis	<u>Laborers</u>	Tunnel Work-Miner	\$48.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
_ewis	Laborers	Tunnel Work-Guage and Lock Tender	\$48.12	<u>7A</u>	<u>31</u>	<u>8Q</u>
ewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$120.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
.ewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$118.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
ewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$116.13	<u>7A</u>	<u>31</u>	<u>8Q</u>
ewis	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$114.23	<u>7A</u>	<u>31</u>	<u>8Q</u>

Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$76.35	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$80.35	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$85.35	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$87.85	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$92.85	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$94.85	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$96.85	<u>5D</u>	<u>4C</u>	
Lewis	<u>Pile Driver</u>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$98.85	<u>5D</u>	<u>4C</u>	
Lewis	Pile Driver	Journey Level	\$57.43	<u>5D</u>	<u>4C</u>	
Lewis	<u>Plasterers</u>	Journey Level	\$54.89	<u>7Q</u>	<u>1R</u>	
Lewis	Playground & Park Equipment Installers	Journey Level	\$11.50		<u>1</u>	
Lewis	Plumbers & Pipefitters	Journey Level	\$67.47	<u>5A</u>	<u>1G</u>	
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Assistant Engineers	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Compressor	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$56.90	<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	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Conveyors	\$59.49	<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)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<u>Power Equipment Operators</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<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)	\$61.72	<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)	\$62.33	<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)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$56.90	<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.	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<u>Power Equipment Operators</u>	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	<u>Power Equipment Operators</u>	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>

Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Motor patrol graders	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers,strato	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$60.49	<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	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators	Rigger/Signal Person,	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Bellman (Certified)				
Lewis	Power Equipment Operators	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Tower crane over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Tower Crane Up: To 175' In Height, Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Welder	\$60.49	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	

Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineers	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$56.90	<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	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$56.90	<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	\$59.49	<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	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$59.49	<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)	\$61.10	<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)	\$61.72	<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	\$62.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$59.96	<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)	\$62.33	<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)	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators-	Cranes: A-frame - 10 Tons	\$56.90	<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.	\$62.33	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$61.72	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$59.49	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$61.10	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Elevator And Man-lift: Permanent And Shaft Type	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Forklift: 3000 Lbs And Over With Attachments	\$59.49	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Forklifts: Under 3000 Lbs. With Attachments	\$56.90	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Gradechecker/stakeman	\$56.90	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Guardrail punch/Auger	\$59.96	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$60.49	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Horizontal/directional Drill Locator	\$59.49	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Horizontal/directional Drill Operator	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Hydralifts/Boom Trucks Over 10 Tons	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Hydralifts/boom Trucks, 10 Tons And Under	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Loader, Overhead 8 Yards. & Over	\$61.10	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators-	Loader, Overhead, 6 Yards.	\$60.49	<u>7A</u>	<u>3C</u>	8

Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$59.96	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (Leadmen - \$0.50 Per Hour Over Mechanic)	\$61.10	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$59.96	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$61.10	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Pavement Breaker	\$56.90	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Pile Driver (other Than Crane Mount)	\$59.96	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$60.49	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	<u>Power Equipment Operators-</u> <u>Underground Sewer &amp; Water</u>	Rigger And Bellman	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators-	Rigger/Signal Person,	\$59.49	<u>7A</u>	<u>3C</u>	8

Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$56.90	<u>7A</u>	<u>3C</u>	<u>8</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$56.90	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$61.10	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$61.72	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$59.96	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane over 175' through 250' in height, base to boom	\$61.72	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: Up To 175' In Height, Base To Boom	\$61.10	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$60.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$59.49	<u>7A</u>	<u>3C</u>	8
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$59.96	<u>7A</u>	<u>3C</u>	8

Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$59.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	\$60.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$56.90	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$59.96	<u>7A</u>	<u>3C</u>	<u>8P</u>
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$50.02	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$47.43	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$50.02	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$44.64	<u>5A</u>	<u>4A</u>	
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$33.67	<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		1	
Lewis	Residential Drywall Tapers	Journey Level	\$18.95		1	
Lewis	Residential Electricians	Journey Level	\$32.28	<u>5A</u>	<u>1B</u>	
Lewis	Residential Glaziers	Journey Level	\$19.66		1	
Lewis	Residential Insulation Applicators	Journey Level	\$15.00		<u>1</u>	
Lewis	Residential Laborers	Journey Level	\$20.32		<u>1</u>	
Lewis	Residential Marble Setters	Journey Level	\$17.00		<u>1</u>	
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		<u>1</u>	
Lewis	Residential Soft Floor Layers	Journey Level	\$11.50		1	
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$15.70		1	
Lewis	Residential Stone Masons	Journey Level	\$17.00		<u>1</u>	
Lewis	Residential Terrazzo Workers	Journey Level	\$11.50		1	
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$11.50		<u>1</u>	
Lewis	Residential Tile Setters	Journey Level	\$11.50		1	
Lewis	Roofers	Journey Level	\$51.02	<u>5A</u>	<u>3H</u>	
Lewis	Roofers	Using Irritable Bituminous Materials	\$54.02	<u>5A</u>	<u>3H</u>	

Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$78.17	<u>7F</u>	<u>1E</u>	
Lewis	<u>Sign Makers &amp; Installers</u> ( <u>Electrical</u> )	Journey Level	\$18.04		<u>1</u>	
Lewis	<u>Sign Makers &amp; Installers (Non- Electrical)</u>	Journey Level	\$46.57	<u>7A</u>	<u>31</u>	
Lewis	Soft Floor Layers	Journey Level	\$22.87		<u>1</u>	
Lewis	Solar Controls For Windows	Journey Level	\$11.50		<u>1</u>	
Lewis	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$56.81	<u>7J</u>	<u>1R</u>	
Lewis	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Lewis	Stone Masons	Journey Level	\$55.82	<u>5A</u>	<u>1M</u>	
Lewis	<u>Street And Parking Lot Sweeper</u> <u>Workers</u>	Journey Level	\$16.00		<u>1</u>	
Lewis	<u>Surveyors</u>	All Classifications	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	Surveyors	Construction Site Surveyor	\$57.18	<u>5D</u>	<u>4C</u>	
Lewis	Telecommunication Technicians	Journey Level	\$31.72		<u>1</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$22.78	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$38.87	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$39.73	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$40.52	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$21.60	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$28.68	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$34.10	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction -</u> <u>Outside</u>	Television Technician	\$30.69	<u>5A</u>	<u>2B</u>	
Lewis	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$37.74	<u>5A</u>	<u>2B</u>	
Lewis	Terrazzo Workers	Journey Level	\$51.36	<u>5A</u>	<u>1M</u>	
Lewis	<u>Tile Setters</u>	Journey Level	\$21.65		<u>1</u>	
Lewis	<u>Tile, Marble &amp; Terrazzo</u> <u>Finishers</u>	Finisher	\$42.19	<u>5A</u>	<u>1B</u>	
Lewis	Traffic Control Stripers	Journey Level	\$45.43	<u>7A</u>	<u>1K</u>	
Lewis	<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$52.70	<u>5D</u>	<u>3A</u>	8
Lewis	<u>Truck Drivers</u>	Asphalt Mix To 16 Yards (W.	\$51.86	<u>5D</u>	<u>3A</u>	<u>8</u>

		WA-Joint Council 28)				
Lewis	<u>Truck Drivers</u>	Dump Truck	\$21.08		<u>1</u>	
Lewis	<u>Truck Drivers</u>	Dump Truck And Trailer	\$21.08		<u>1</u>	
Lewis	<u>Truck Drivers</u>	Other Trucks	\$32.52		<u>1</u>	
Lewis	<u>Truck Drivers</u>	Transit Mixer	\$29.67	<u>61</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	\$11.50		<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

	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.	<ul> <li>12, 18 and 26 inch Standard Precast Prestressed Girder –</li> <li>Standard Precast Prestressed Girder for use in structures.</li> <li>Fabricator plant has annual approval of methods and materials to</li> <li>be used. Shop Drawing to be provided for approval prior to casting girders.</li> <li>See Std. Spec. Section 6-02.3(25)A</li> </ul>	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
53.	Fencing materials		X
54.	Guide Posts		X
55.	Traffic Buttons		X
56.	Ероху		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 <u>39.12</u>.010

(The definition of "locality" in RCW <u>39.12.010(2)</u> 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.]

\*

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

#### **Overtime Codes Continued**

- 3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - 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.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 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 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).

#### **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.

#### **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.

#### **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'.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

### **APPENDIX B**

### **FEDERAL CONTRACT PROVISIONS**

#### FEDERAL CONTRACT PROVISIONS

#### State and Federal Laws to be Observed

It is the contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor/s responsibility to comply with all laws

- 1. Equal Employment Opportunity All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 3. Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4. Rights to Inventions Made Under a Contract or Agreement Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 7. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 8. PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1). The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 9. SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794). The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.
- **10. AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.)** The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, <u>et. seq.</u> That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

- 11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.
- 12. EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.) The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.
  - a. The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.
- 13. EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq). The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.
- 14. THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.). The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.
- **15. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.)**. The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the

resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

- 16. THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.). The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.
- 17. THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.). Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.
- 18. THE ARCHAEOLOGICAL AND HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.). The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.
- 19. THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349). The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.
- 20. THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.). The APPLICANT must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.
- 21. THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.) The APPLICANT must

assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

- 22. THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.) The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.
- 23. RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW. The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.
- 24. **STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW**. The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.
- **25. NOISE CONTROL, CHAPTER 70.107 RCW**. The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.
- 26. SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW. The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.
- 27. STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW. The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.
  - a. The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such

modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

- **28. OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW**. The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.
- 29. **LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW**. The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.
- 30. GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90-04, APRIL 21, 1990: PROTECTION OF WETLANDS. The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

## **APPENDIX C**

#### **BID PROPOSAL DOCUMENTS**

#### **INCLUDING:**

**Notice to Contractor** 

**Proposal Form** 

**Non-Collusion Declaration** 

**Proposal Signature Page** 

**Certification of Compliance with Wage Payment Statutes** 



## Lewis County Department of Public Works

Erik P. Martin, PE, Director Tim Fife, PE, 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, May 8, 2018, at the Lewis County Courthouse in Chehalis, Washington for the Howe Rd. MP 1.68 Landslide Repair Project.

## SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, May 8, 2018

(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 HOWE RD. MP 1.68 LANDSLIDE REPAIR PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON MAY 8, 2018."

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 @ <a href="www.lewiscountywa.gov/">www.lewiscountywa.gov/</a> 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 15on Lewis County's Planholder List. Plan or specification changes shall be accomplished through official project addendums.

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 as defined at 49 CFR Part 26 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, or sex 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 Howe Rd. MP 1.68 Landslide Repair Project, County Project No. SM15F563500168, FEMA No. DR 4253, 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 schedules 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.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	MOBILIZATION	LUMP SUM	\$
2	1 L.S.	CLEARING AND GRUBBING	LUMP SUM	\$
3	1 L.S.	REMOVAL OF MISCELLANEOUS TRAFFIC ITEMS	LUMP SUM	\$
4	15 C.Y.	ROADWAY EXCAVATION INCL. HAUL	\$	\$
5	16 C.Y.	QUARRY SPALLS	\$	\$
6	5 TON	PERMEABLE BALLAST	\$	\$
7	31 TON	CRUSHED SURFACING BASE COURSE	\$	\$
8	1 EST.	EROSION / WATER POLUTION CONTROL	ESTIMATED	\$ 3,000.00
9	1 L.S.	SEEDING, FERTILIZING AND MULCHING	LUMP SUM	\$
10	0.01 ACRE	TOPSOIL TYPE B	\$	\$
11	117 L.F.	HIGH VISIBILITY FENCE	\$	\$
12	155 L.F.	HIGH VISIBILITY SILT FENCE	\$	\$
13	1 L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	\$
14	12.5 L.F.	BEAM GUARDRAIL TYPE 31	\$	\$
15	2 EA.	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	\$	\$
16	18 C.Y.	STRUCTURE EXCAVATION CLASS B, INCL. HAUL	\$	\$
17	240 S.F.	SHORING OR EXTRA EXCAVATION CLASS B	\$	\$
18	45 S.Y.	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	\$	\$
19	24 C.Y.	GABION CRIBBING	\$	\$
20	0 EST.	REIMBURSEMENT FOR THIRD PARTY DAMAGE	ESTIMATED	\$0.00
21	1 L.S.	SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN	LUMP SUM	\$
			TOTAL BID	\$

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

#### NON-COLLUSION DECLARATION

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

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

#### **NOTICE TO ALL BIDDERS**

To report rigging activities call:

#### 1-800-424-9071

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

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

SR

DOT Form 272-036l EF 07/2011

#### 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 AMOU	JNT OF
	CASHIER'S CHECK [	DOLLARS
	CERTIFIED CHECK [ (\$	) PAYABLE TO THE LEWIS COUNTY TREASURER
	PROPOSAL BOND   IN THE AMO	UNT OF 5% OF THE BID
** Rece	eipt is hereby acknowledged of addendu	m(s) No.(s),, &
	SIGNATURE OF AUTHORIZED OF	FICIAL(S)
Prop	osal Must be Signed	
	Firm Name	
	Address	
State o	of Washington Contractor's License N	0
	Unified Business Identifier (U.B.I.) N	0.
	Telephone No	D
	Federal ID No	o

#### 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

Tim Fife, PE, County Engineer

#### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid ), the bidder is not a "willful" violator, as defined in RCW solicitation date ( 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 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:

<sup>\*</sup> 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 D**

### **CONTRACT DOCUMENTS**

## **INCLUDING:**

**Contract Form** 

**Contract Bond** 

**Power Equipment List** 

#### CONTRACT

THIS AGREEME	ENT, made and entered into this da	ay of	, 2018, between the BOARD OF
COUNTY COMMIS	SSIONERS of LEWIS COUNTY, Sta	ate of Washington,	acting under and by virtue of RCW
36.77.040, hereinaft	ter called		
the Board, and		of	
ine board, and		OI	<del></del>
forsel, heirs,	executors, administrators, successo	rs and assigns, here	inafter called the Contractor.
WITNESSETH:			
That in cons	sideration of the payments, covenan	ts 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 Howe Rd. MP 1.68 landslide by placing gabion cribbing, performing roadway excavation, placing quarry spalls, top soil type B, seeding and mulching, 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

79

#### 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. <u>DOCUMENTS COMPRISING CONTRACT</u>

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
PPROVED AS TO FORM:	Performance of foregoing contract assured in accordance with the terms of the accompanying bond.
ONATHAN L. MEYER, Prosecuting Attorney	Dated:, 2018  By: Surety
Civil Deputy	By: Attorney-in-fact
	APPROVED:
	Director

Contract - 2

CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON

thereof.

LLWIS COUNTY, WASHINGTON	
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 (here	einafter "County"), as Obligee, in an amount (in lawful money of the
United States of America) equal to the total compen	sation and expense reimbursement payable to Principal for
satisfactory completion of Principal's work under Co	ntract No. County Project No. SM15F563500168 & FEMA No. DR
4253 between Principal and County, which total is in	nitiallyDollars (\$
), for the payment of which sum Principal and Surety	y 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 <u>Howe Rd. MP 1.68 Landslide Repair Project</u> 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

Bond No.

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 <a href="County Project No.5M15F563500168">County Project No.5M15F563500168</a> & FEMA No. DR 4253 between the below-named Contractor and County for the <a href="Howe Rd. MP 1.68">Howe Rd. MP 1.68</a> <a href="Landslide Repair Project">Landslide Repair Project</a>, 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

**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.

therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

#### 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 <u>Key Rating Guide</u>.

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 <u>currently-dated</u>, 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:
Ву	By:
(Signature of Attorney-in-Fact)	(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: A	ACKNOWLEDGMENT FOR CONTRACTOR
sworn, personally appeared signed and sealed sa the foregoing bond for the uses and purposes therein me	stary public in and for the State of, duly commissioned and, the person described in and who executed the foregoing bond, and aid bond as the free and voluntary act and deed of the Contractor so identified in entioned, and on oath stated that is authorized to execute said bond for official seal hereto affixed the day and year in this certificate first above written.
	Print or type name of Notary Public)
Notary Public in and for the State of  My commission expires	residing at SEAL <del>→</del>
OTATE OF	
STATE OF)   COUNTY OF)	ACKNOWLEDGMENT FOR SURETY
sworn, personally appearedacknowledged said bond to be the free and voluntary act stated that is authorized to execute said bond on the stated that is authorized to execute said bond on the stated that is a said bond on the stated that	notary public in and for the State of, duly commissioned and, Attorney-in-Fact for the Surety that executed the foregoing bond, and and deed of the Surety for the uses and purposes therein mentioned, and on oath behalf of the Surety, and that the seal affixed on said bond or the annexed Power S my hand and official seal hereto affixed the day and year in this certificate first
(Signature of Notary Public) (P	Print or type name of Notary Public)
Notary Public in and for the State of	residing at
My commission expires	SEAL→

#### **POWER EQUIPMENT LIST**

The undersigned furthermore certifies that he/she is thoroughly aware that time is of the essence for the completion of this contract within the time specified in the special provisions, and hereby agrees to provide the Engineer a list of his power equipment to be used on this project.

This equipment list will be used in computing any Force Account that may be performed within this contract.

#### The Contractor must complete this form in its entirety.

#### **POWER EQUIPMENT**

Type of Equipment	Make	Model Number	Serial Number	* Capacity	Year Built

## **APPENDIX E**

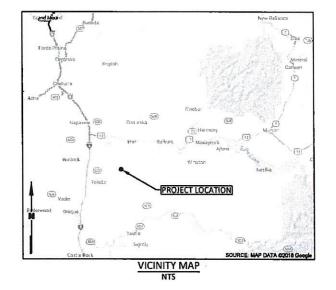
CONTRACT PLANS
TRAFFIC CONTROL PLAN

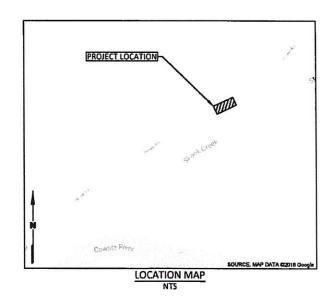
# HOWE ROAD MP 1.68

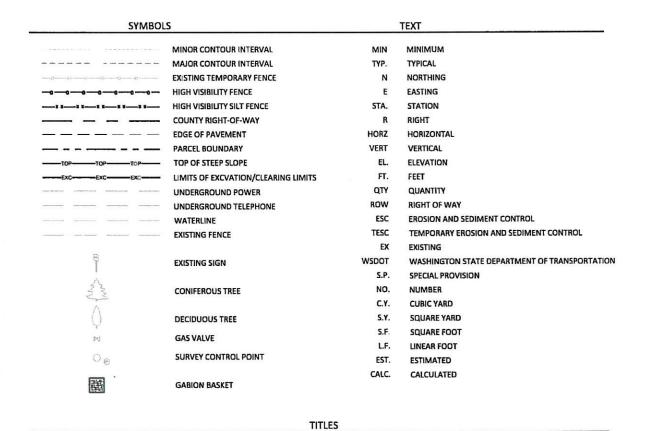
## LANDSLIDE REPAIR PROJECT

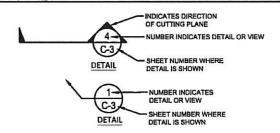
TOLEDO, WASHINGTON
LEWIS COUNTY PROJECT NO. SM15F563500168

FEMA PROJECT NO. PA-10-WA-4253-PW-00113(0)

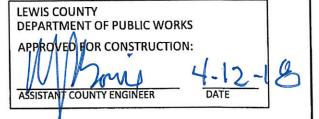












#### OWNER:

LEWIS COUNTY DEPARTMENT OF PUBLIC WORKS CONTACT: RODNEY LAKEY 2025 NE KRESKY AVE CHEHALIS, WA 98532

#### CIVIL ENGINEER:

LANDAU ASSOCIATES CONTACT: CALVIN MCCAUGHAN 955 MALIN LANE, SUITE B TUMWATER, WA 98501 (360) 791-3178

#### STRUCTURAL ENGINEER:

SARGENT ENGINEERS CONTACT: ERIK MARTIN 320 RONLEE LANE NW OLYMPIA, WA 98502 (360) 867-9284

SHEET INDEX					
DWG NO.	SHEET NO.	SHEET TITLE			
G1.0	1	COVER SHEET			
G2.0	2	SUMMARY OF QUANTITIES			
C1.0	3	SITE PREPARATION AND TESC DETAILS			
C2.0	4	GABION WALL PLAN AND PROFILE			
51.0	5	WALL SECTION AND DETAIL			

#### SURVEY NOTES

THE TOPOGRAPHIC SURVEY WAS STARTED ON AUGUST 21ST AND WAS COMPLETED ON AUGUST 23RD.

BEARINGS ARE BASED ON NAD 83/91 (WASHINGTON STATE PLANE GRID, SOUTH ZONE)
N64"32'47"W FROM LEWIS COUNTY FASTSTATIC CONTROL POINT NO. 1000 (HOWE) TO N.G. 5.
DAT'3A SHEET CONRTOL PID SCO199. HORIZONTAL CONTROL FOR PROJECT WAS DERIVED FROM RTK
OBSERVATIONS USING THE ABOVE CONTROL POINTS FOR BASE CONTROL.

THE UNDERGROUND UTILITIES WERE LOCATED AS MARKED OUT ON THE GROUND. ELEVATIONS ARE BASED ON NAVD '88

FOR INSERTING GEO REFERENCE DATA, TRANSLATE N68"28'46"E-105.16' (CONTROL POINT #2) TO MATCH OUR GROUND DATA

COMBINED SCALE FACTOR IS 1.000091557. (AT LEWIS COUNTY GPS POINT 1000) TO OBTAIN A GRID COORDINATE DIVIDE THE NORTHING BY THIS SCALE FACTOR AND DIVIDE THE EASTING BY THIS SCALE FACTOR, THIS WILL GIVE YOU A WASHINGTON STATE PLANE GRID COORDINATE.



10NAL ET 4-12-18	NO	DATE	REVISIONS	DES-GNED	REVIEWED	APPROVED	STATUS: IS	SUED FOR BID	INITIAL	DATE
2000	Δ	4/12/2018	REVISED SHEETS G2 0, C2.0, AND S1 0							l reministration
2 44749 · (A)							YB GSVDRYYA	C MCCAUGHAN	CAM	4/12/2018
					(leaper-consequence)		REVIEWED BY	K SALTANOVITZ	KMS	4/12/2018
							DESIGNED BY	B FORD	BJF	4/12/2018
THE STATE OF THE S							DRAFTED BY	B. FORD	BJF	4/12/2018



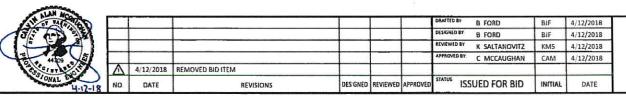


HOWE ROAD MP 1.68	
LANDSLIDE REPAIR PROJECT	
TOLEDO, WASHINGTON	
COVER SHEET	
COAFILDLIFF	

16	470	02.02	0.022
DATE	AP	RIL, 20	18
THET			13-13-18-V-20
	1	OF	5
DRAW	NG NO		
		G1.0	

ITEM NUMBER	STD. ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTIT	Y UNIT	
		PREPARATION	and the second	ing a species of the section of	
1	0001 MOBILIZATION			LUMP SUM	
2	0025	CLEARING AND GRUBBING	LUMP SUM	LUMP SUM	
3	S.P.	REMOVAL OF MISCELLANEOUS TRAFFIC ITEMS	LUMP SUM	LUMP SUM	
		GRADING			
4	0310	ROADWAY EXCAVATION INCLUDING HAUL	15	C.Y.	
		DRAINAGE			
5	1085	QUARRY SPALLS	16	C.Y.	
		SURFACING			
6	5040	40 PERMEABLE BALLAST		TON	
7	5100	CRUSHED SURFACING BASE COURSE	31	TON	
		EROSION CONTROL AND ROADSIDE RESTORATION			
8	6635 EROSION/WATER POLLUTION CONTROL		EST.	DOLLAR	
9	S.P.	SEEDING, FERTILIZING, AND MULCHING	LUMP SUM	LUMP SUM	
10	6408	TOPSOIL TYPE B	0.01	ACRE	
11	6630	HIGH VISIBILITY FENCE	117	L.F.	
12	6635	HIGH VISBILITY SILT FENCE	155	L.F.	
		TRAFFIC			
13	6971	PROJECT TEMPORARY TRAFFIC CONTROL	LUMP SUM	LUMP SUM	
14	6757	BEAM GUARDRAIL TYPE 31	12.5	L.F.	
15	6719	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	2	EACH	
		OTHER ITEMS			
16	7005	7005 STRUCTURE EXCVATION CLASS B INCL. HAUL		C.Y.	
17	7008	SHORING OR EXTRA EXCAVATION CLASS B	240	S.F.	
18	7550	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	45	S.Y.	
19	7150	GABION CRIBBING	24	C.Y.	
20	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGES	EST.	DOLLAR	
21	7736	SPILL PREVENTION, CONTROL AND COUNTER MEASURES PLAN	LUMP SUM	LUMP SUM	

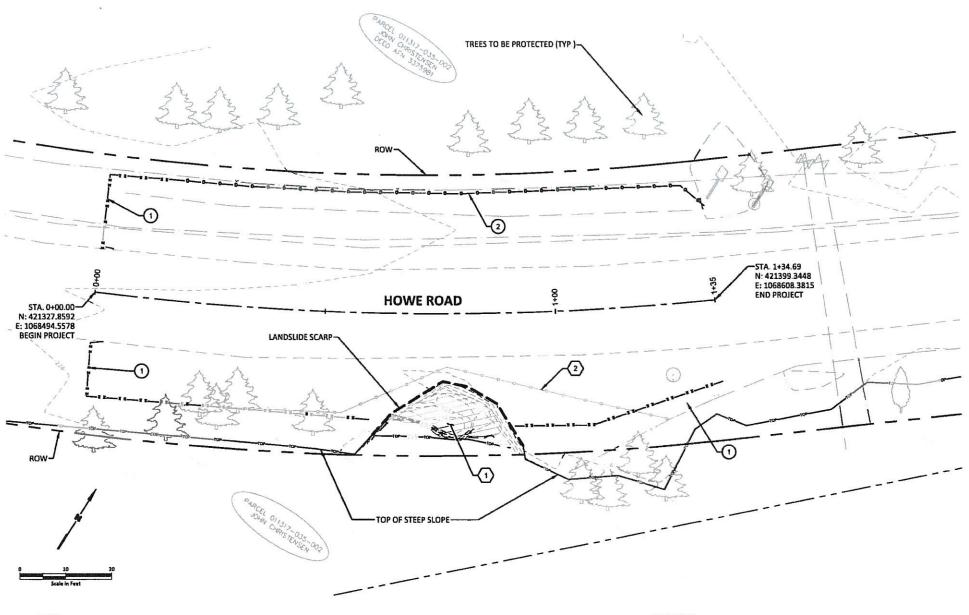








HOWE ROAD MP 1.68 LANDSLIDE REPAIR PROJECT TOLEDO, WASHINGTON	1647002.020.022 DATE APRIL, 2018			
TOLEDO, WASHINGTON	SHEET 7 OF 5			
SUMMARY OF QUANTITIES	DRAWING NO.			



#### NOTES:

- 1. CONTRACTOR SHALL PERFORM ALL WORK WITHIN COUNTY ROW FROM STA 0+00 TO STA 1+31.
- 2. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER SECTION 1-10 OF THE WSDOT STANDARD SPECIFICATIONS.
- LANDSLIDE DEBRIS REMAINING WITHIN THE LANDSLIDE SCARP AND ABOVE THE TOP OF SLOPE SHALL BE EXCAVATED PRIOR TO INSTALLATION OF THE
  GABION WALL LANDSLIDE DEBRIS SHOULD BE REMOVED TO EL 220 FT +/- 0.5¹. THE CONTRACTOR SHALL USE MEANS AND METHODS THAT DO NOT
  DISTURB UNDERLYING SOILS. LANDSLIDE DEBRIS MATERIAL SHALL BE PULLED BACK FROM THE TOP OF SLOPE DURING EXCAVATION AND NOT ALLOWED
  TO SLOUGH DOWN SLOPE.
- 4. CONTRACTOR SHALL STOCKPILE SOIL FROM LANDSLIDE DEBRIS EXCAVATION FOR USE AS TOPSOIL TYPE B. SEGREGATION OF TREE ROOTS AND ANY OTHER DELETERIOUS MATERIAL SHOULD BE ANTICIPATED. ALL EXCAVATED SOIL NOT USED AS TOPSOIL TYPE B SHALL BE REMOVED FROM THE SITE.
- 5. LARGE CONSTRUCTION EQUIPMENT (EXCAVATORS, DUMP TRUCKS, ETC.) SHALL REMAIN A MINIMUM OF 15 FT FROM THE TOP OF STEEP SLOPE AS SHOWN ON THIS PLAN SHEET.
- 6. MATERIAL STOCKPILES SHALL NOT BE PERMITTED WITHIN 20 FT OF THE TOP OF STEEP SLOPE AS SHOWN ON THIS PLAN SHEET.
- 7. THE CONTRACTOR SHALL REMOVE THE EXISTING FLEXIBLE GUIDE POSTS (QTY 5) AND TEMPORARY FENCE ADJACENT TO THE LANDSLIDE, INCLUDING ALL FENCE POSTS, HIGH VISIBILITY GEOTEXTILE, AND WELDED WIRE FABRIC.

#### TESC NOTES:

CLEARING AND GRUBBING SHALL NOT OCCUR OUTSIDE THE LIMITS OF EXCAVATION AS SHOWN ON SHEET C2.0. THE CONTRACTOR SHALL PROVIDE PERMANENT SEEDING FOR ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS.

- 1) INSTALL HIGH VISIBILITY SILT FENCE PER WSDOT STANDARD PLAN I-30.17-00.
- 2) INSTALL HIGH VISIBILITY FENCE PER WSDOT STANDARD PLAN I-10.10-01.

#### CONSTRUCTION NOTES:

- EXISTING LANDSLIDE DEBRIS TO BE REMOVED PRIOR TO GABION BASKET INSTALLATION.
- REMOVE EXISTING TEMPORARY FENCE AND FLEXIBLE GUIDE POSTS.

#### **TESC STANDARD NOTES**

- 1 ALL REQUIRED SEDIMENTATION AND EROSION CONTROL FACILITIES INDICATED ON THE PLANS MUST BE CONSTRUCTED AND IN OPERATION PRIOR TO LAND CLEARING AND/OR OTHER CONSTRUCTION ACTIVITIES. THESE FACILITIES SHALL BE MAINTAINED AND UPGRADED, IF NECESSARY, TO INSURE THAT SEDIMENT-LADEN WATER AND STORM DRAINAGE RUNOFF DOES NOT IMPACT THE ADJACENT PROPERTIES, OR NATURAL DRAINAGE WAYS. THE TEMPORARY EROSION CONTROL FACILITIES SHALL REMAIN IN PLACE UNTIL FINAL SITE CONSTRUCTION IS COMPLETED.
- THE CLEARING LIMIT BOUNDARIES SHOWN ON THESE PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR
  TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED
  CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE CONTRACTOR FOR
  THE DURATION OF CONSTRUCTION.
- THE TESC FACILITIES SHOWN ON THESE PLANS MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE SURFACE WATER, GROUND WATER, OR DISCHARGE STANDARDS.
- 4. THE SEDIMENTATION AND EROSION CONTROL FACILITIES DEPICTED ON THESE PLANS ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. ADDITIONAL DRAINAGE AND EROSION CONTROL FACILITIES MAY BE REQUIRED AS SITUATIONS WARRANT DURING CONSTRUCTION. THE IMPLEMENTATION, MAINTENANCE, REPLACEMENT AND ADDITIONS TO THESE CONTROL SYSTEMS SHALL BE PER THE ENGINEER'S DIRECTION.
- THE TESC FACILITIES ON ACTIVE SITES SHALL BE INSPECTED DAILY BY THE CONTRACTOR—AND MAINTAINED, REPAIRED, OR AUGMENTED AS NECESSARY—TO ENSURE THEIR CONTINUED FUNCTIONING.
- THE TESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED MONTHLY, OR WITHIN 48 HOURS FOLLOWING A
  MAJOR STORM EVENT, BY THE CONTRACTOR—AND MAINTAINED, REPAIRED, OR AUGMENTED AS
  NECESSARY—TO ENSURE THEIR CONTINUED FUNCTIONING.
- 7. STORM DRAIN INLETS OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT STORMWATER RUNOFF DOES NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT. ALL CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PROJECT COMPLETION AND ACCEPTANCE. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER OFFSITE WITHOUT TREATMENT.
- 8. ROADS SHALL BE CLEANED THOROUGHLY AS NEEDED TO PROTECT DOWNSTREAM WATER RESOURCES OR STORMWATER INFRASTRUCTURE. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR PICKUP SWEEPING AND SHALL BE TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
- ALL AREAS OF ACTIVE EARTHWORK WHICH HAVE THE POTENTIAL FOR EROSION AND SEDIMENTATION
  IMPACTS ON ADJACENT PROPERTIES, NATURAL DRAINAGE WAYS, OR THE EXISTING CITY STORM DRAINAGE
  SYSTEM MUST BE STABILIZED ACCORDING TO THE FOLLOWING SCHEDULE:

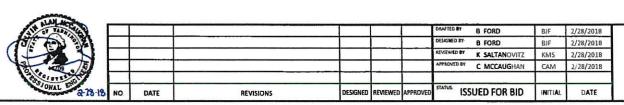
FROM MAY 1ST TO SEPTEMBER 30TH, AREAS AT FINAL GRADE AND THOSE THAT ARE SCHEDULED TO REMAIN UNWORKED FOR MORE THAN SEVEN (7) DAYS SHALL BE STABILIZED.

FROM OCTOBER 1ST TO APRIL 30TH EARTHWORK ACTIVITIES SHALL BE CONDUCTED IN STAGES IN ORDER TO MINIMIZE SOIL EXPOSURE. EXPOSED SOILS WITH AN AREA GREATER THAN 5,000 SQUARE FEET THAT ARE SCHEDULED TO REMAIN UNWORKED FOR MORE THAN 24 HOURS AND EXPOSED AREAS OF LESS THAN 5,000 SQUARE FEET THAT WILL REMAIN UNWORKED FOR MORE THAN TWO (2) DAYS SHALL BE STABILIZED IMMEDIATELY.

THE LOCAL PERMITTING AUTHORITY MAY ADJUST THESE TIME LIMITS IF IT CAN BE SHOWN THAT A DEVELOPMENT SITE'S EROSION OR RUNOFF POTENTIAL JUSTIFIES A DIFFERENT STANDARD.

- 10. SOIL STOCKPILES MUST BE STABILIZED AND PROTECTED WITH SEDIMENT-TRAPPING MEASURES.
- 11 ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS, THAT OCCUR ON SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER.
- 12. MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES AND OTHER ACTIVITIES WHICH MAY RESULT IN DISCHARGE OR SPILLAGE OF POLLUTANTS TO THE GROUND OR INTO STORMWATER RUNOFF MUST BE CONDUCTED USING SPILL PREVENTION MEASURES, SUCH AS DRIP PANS. REPORT ALL SPILLS TO NATIONAL RESPONSE CENTER (800)424-8802 AND WASHINGTON STATE EMERGENCY MANAGEMENT (800)OILS-911.
- 13. EROSION CONTROL MEASURES (BMPS) SHALL BE PER THE 2012 STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON BY THE DEPARTMENT OF ECOLOGY (2012 ECOLOGY MANUAL) AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS
- 14. THE CONTRACTOR WILL BE REQUIRED TO WATER THE SITE, AS NECESSARY, TO REDUCE DUST EMISSIONS AS A RESULT OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL ALSO SWEEP ALL AFFECTED PUBLIC ROADS, AS NECESSARY, TO REMOVE MATERIAL DEPOSITED AS A RESULT OF PROJECT CONSTRUCTION ACTIVITY.

Know what's below. Call before you dig.







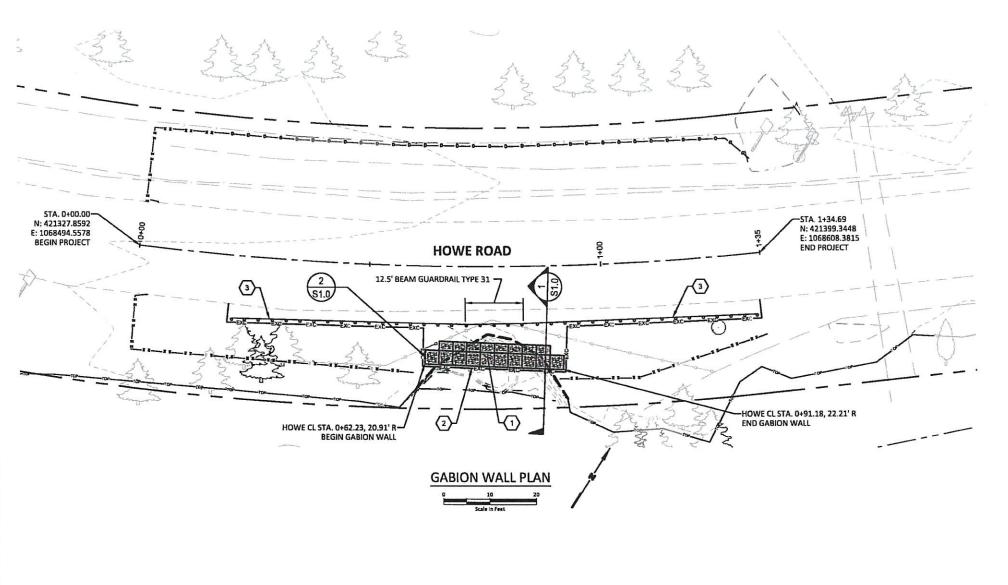
HOWE ROAD MP 1.68 LANDSLIDE REPAIR PROJECT TOLEDO, WASHINGTON

FEBRUARY, 2018
SHEET
3 OF 5
DRAWING NO.

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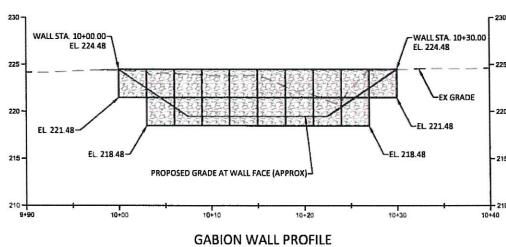
SITE PREPARATION AND TESC PLAN



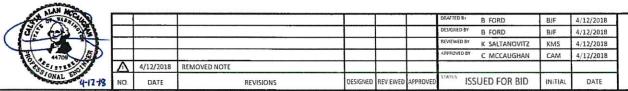
#### CONSTRUCTION NOTES:

- 1) INSTALL GABION WALL PER SHEET \$1.0.
- TEMPORARY EXCAVATION LIMITS FOR INSTALLATION OF GABION WALL AND LIMIT OF CLEARING AND GRUBBING.
- INSTALL BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL PER STANDARD PLAN C-22.40-06 SOFTSTOP (TL-3) SYSTEM LENGTH 50'-9 }".

- CONTRACTOR SHALL NOT EXCAVATE BEYOND THE LIMITS OF EXCAVATION FOR GABION
  WALL INSTALLATION. OPEN PIT EXCAVATION OR SHORING SHALL BE PROVIDED. SLOPED
  EXCAVATIONS ARE PERMITTED BEHIND THE GABION WALL. ANY DAMAGE TO THE EXISTING PAVEMENT SECTION OF HOWE ROAD SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- BASE OF GABION WALL EXCAVATION TO EXTEND TO FIRM AND UNYIELDING SOILS.
   OWNER'S GEOTECHNICAL ENGINEER TO EVALUATE SUBGRADE PRIOR TO PLACEMENT OF LEVELING PAD AND GABION WALL.
- 3. BACKFILL FOR THE GABION WALL SHALL BE AS SHOWN ON SHEET S1.0.
- 4. LARGE CONSTRUCTION EQUIPMENT (EXCAVATORS, DUMP TRUCKS, ETC.) SHALL REMAIN A MINIMUM OF 15 FT FROM THE TOP OF STEEP SLOPE AS SHOWN ON SHEET C1.0.
- 5. MATERIAL STOCKPILES SHALL NOT BE PERMITTED WITHIN 20 FT OF THE TOP OF STEEP SLOPE AS SHOWN ON SHEET C1.0. .



HORZ: 1" = 5' VERT: 1" = 5'







HOWE ROAD MP 1.68 LANDSLIDE REPAIR PROJECT TOLEDO, WASHINGTON

GABION WALL PLAN AND PROFILE

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DATE.	AP	RIL, 20	18
SHEET	4	OF	5

Know what's below. Call before you dig.

#### **GENERAL NOTES:**

All materials and workmanship shall be in accordance with the requirements of the 2018 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal

Contractor is responsible for field verifying all dimensions and elevations shown in the plans and elevations.

This structure has been designed in accordance with the requirements of the AASHTO LRFD Bridge Design Specifications, 8th Edition.

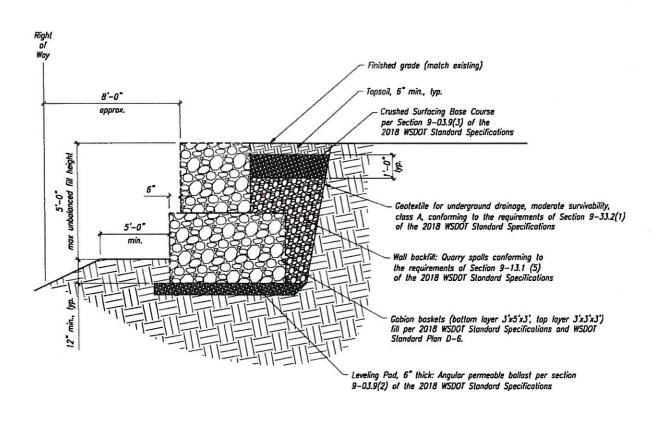
The gabion wall has been designed for the following criteria:

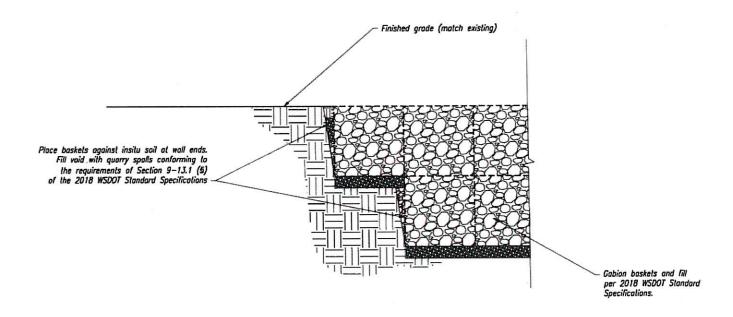
Live Loads

Surcharge: 240 psf

Surcharge: 240 psi Seismic:  $S_S = 0.686g$   $S_1 = 0.249g$   $A_k = 0.330g$   $I_k = 1.0$ Sile Class C

The basket wall has been designed for a nominal bearing copacity of 3.0 tsf (ton per square foot). Resistance Tactors of 0.45 for bearing and 0.9 for sliding were used at the strength limit state, and 0.80 for bearing and 1.0 for sliding were used at the extreme limit state in accordance with the Design Specifications and the geotechnical





**GABION WALL PARTIAL ELEVATION** 

SARGENT ENGINEERS, INC. 320 Ronles Lane NW • Olympia, WA 98502 Tel. 360 867-9284 • Fax 360 867-9318



**GABION WALL SECTION** 

NO.	DATE	REVISIONS	DESIGNED	REVIEWED	APPROVED	STATUS: ISSUED FOR BID	INITIAL	DATE
Δ	04/11/2018	Remove Note 1 & General Note Revisions						-
					1 1000	APPROVED BY		
						REVIEWED BY C.B. KOCAN	CBK	04/2018
						DESIGNED BY E.C. MARTIN	ECM	04/2018
						DRAFTED BY C.B. KOCAN	CBK	04/2018





130 2ND AVENUE 5. EDMONDS, WASHINGTON 98020 (425) 778-0907, FAX (425) 778-6409

HOWE ROAD MP 1.68 LANDSLIDE REPAIR PROJECT TOLEDO, WASHINGTON 1647002.020.022 April 2018 5 OF 5

WALL SECTION AND DETAIL

51.0

