

Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:**

2021 COUNTYWIDE

BASE STABILIZATION PROJECT

CRP 2192A

May, 2021

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

Approved for Construction:

Assistant County Engineer

05/11/2021
Date



05/11/2021
Project Engineer

BOARD OF COUNTY COMMISSIONERS

Sean Swope, District No. 1
Lindsey R. Pollock, DVM, District No. 2
Gary Stamper, District No. 3

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26

27

1 **INTRODUCTION**

2 (Lewis County)

3 The following Special Provisions are made a part of this contract and supersede any conflicting
4 provisions of the 2021 Standard Specifications for Road, Bridge, and Municipal Construction.

5
6 The said Standard Specifications thereto, the WSDOT Standard Plans, and WSDOT Construction
7 Manual, together with the Special Provisions and the attached plans hereinafter contained, covering
8 all work specified under this contract are incorporated and hereby made a part of this contract. The
9 Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard
10 Specifications thereto, the WSDOT Standard Plans, and WSDOT Construction Manual.

11
12 Several types of Special Provisions are included in this contract; General, Region, Bridges and
13 Structures, and Project Specific. Special Provisions types are differentiated as follows:

14		
15	(date)	General Special Provision
16	(Lewis County)	Lewis County Special Provision
17	(*****)	Notes a revision to a General Special Provision 18 and also notes a Project Specific Special Provision.
19	(APWA GSP)	American Public Works Association General Special Provision
20		

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

24
25 **Project Specific Special Provisions** normally appear only in the contract for which they were
26 developed.

27 **SPECIAL PROVISIONS**

28 **DIVISION 1**
29 **GENERAL REQUIREMENTS**

30
31 **1-01, DESCRIPTION OF WORK**

32 (March 13, 1995)

33
34 This contract provides for the improvement of *** Fred Plant and Guerrier Roads in Lewis County
35 by pulverization, cement stabilization, *** and other work, all in accordance with these Contract
36 Provisions, and the Standard Specifications.

37
38 **1-01.3 Definitions**
39 (January 4, 2016 APWA GSP)

40
41 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
42 with the following:

43
44 **Dates**

45 ***Bid Opening Date***

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

47 ***Award Date***

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

1 **Contract Execution Date**

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

3 **Notice to Proceed Date**

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

5 **Substantial Completion Date**

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

11 **Physical Completion Date**

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

15 **Completion Date**

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

20 **Final Acceptance Date**

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

22
23 Supplement this Section with the following:

24
25 All references in the Standard Specifications, Amendments, or WSDOT General Special
26 Provisions, to the terms "Department of Transportation", "Washington State Transportation
27 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
28 "State Treasurer" shall be revised to read "Contracting Agency".

29
30 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
31 unless the reference is to an administrative agency of the State of Washington, a State statute
32 or regulation, or the context reasonably indicates otherwise.

33
34 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
35 designated location".

36
37 All references to "final contract voucher certification" shall be interpreted to mean the
38 Contracting Agency form(s) by which final payment is authorized, and final completion and
39 acceptance granted.

40
41 **Additive**

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

44
45 **Alternate**

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

49
50 **Business Day**

51 A business day is any day from Monday through Friday except holidays as listed in Section 1-
52 08.5.

1
2 **Contract Bond**

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

6
7 **Contract Documents**

8 See definition for “Contract”.

9
10 **Contract Time**

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

13
14 **Notice of Award**

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

17
18 **Notice to Proceed**

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

22
23 **Traffic**

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

26
27 **1-02, BID PROCEDURES AND CONDITIONS**

28 **1-02.1 Prequalification of Bidders**

29 Delete this Section and replace it with the following:
30

31 **1-02.1 Qualifications of Bidder**

32 *(January 24, 2011 APWA GSP)*
33

34 Before award of a public works contract, a bidder must meet at least the minimum qualifications
35 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a
36 public works project.
37

38 **1-02.2 Plans and Specifications**

39 *(*****)*

40 The first paragraph of section 1-02.2 is revised to read:
41

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

43
44 Lewis County Public Works Department
45 2025 NE Kresky Ave.
46 Chehalis, Washington 98532
47 (360) 740-2671
48

49 The second paragraph of section 1-02.2 is revised to read:
50

51 Prospective bidders may obtain plans and specifications from Lewis County Public
52 Works Department in Chehalis, Washington or download from Lewis County Website at

2
3 **1-02.6 Preparation Of Proposal**

4 (August 2, 2004)

5
6 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

7
8 **1-02.12 Public Opening Of Proposal**

9 (*****)

10 Section 1-02.12 is supplemented with the following:

11
12 **Date and Time of Bid Opening**

13 The Board of County Commissioners of Lewis County or designee, will open sealed
14 proposals and publicly read them aloud on or after 12:15 p.m. on **May 20, 2021**, at the
15 Lewis County Courthouse, Chehalis, Washington, for the 2021 Countywide Base
16 Stabilization Project.

17
18 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
19 **12:15 P.M. on Thursday, May 20, 2021**

20 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County
21 Commissioners. **Bids submitted after 12:15 PM will not be considered for this project.**)

22
23 **Delivery and Marking of Sealed Bid Proposals**

24 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
25 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington
26 98532), by or before **12:15 P.M.** on the date specified for opening, and in an envelope
27 clearly marked: **"SEALED BID FOR THE 2021 COUNTYWIDE BASE STABILIZATION**
28 **PROJECT, CRP 2192A, TO BE OPENED ON OR AFTER 12:15 P.M. ON MAY 20,**
29 **2021."**

30
31 **1-02.13 Irregular Proposals**

32 (October 1, 2020 APWA GSP)

33
34 Delete this section and replace it with the following:

- 35
36 1. A Proposal will be considered irregular and will be rejected if:
- 37 a. The Bidder is not prequalified when so required;
 - 38 b. The authorized Proposal form furnished by the Contracting Agency is not used or is
39 altered;
 - 40 c. The completed Proposal form contains any unauthorized additions, deletions,
41 alternate Bids, or conditions;
 - 42 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter
43 into the Contract;
 - 44 e. A price per unit cannot be determined from the Bid Proposal;
 - 45 f. The Proposal form is not properly executed;
 - 46 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
47 required in Section 1-02.6;
 - 48 h. The Bidder fails to submit or properly complete a Disadvantaged Business
49 Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 50 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
51 Bidder's completed DBE Utilization Certification that they are in agreement with the
52 bidder's DBE participation commitment, if applicable, as required in Section 1-02.6,
53 or if the written confirmation that is submitted fails to meet the requirements of the
54 Special Provisions;

- j. The Bidder fails to submit DBE 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 Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda 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
(May 17, 2018 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.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 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 does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- 1 A Criterion: The Bidder shall not currently be debarred or suspended by the Federal
2 government.
3
4 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the
5 U.S. government’s “System for Award Management” database (www.sam.gov).
6

7 **3. Subcontractor Responsibility**

- 8
9 A Criterion: The Bidder’s standard subcontract form shall include the subcontractor
10 responsibility language required by RCW 39.06.020, and the Bidder shall have an
11 established procedure which it utilizes to validate the responsibility of each of its
12 subcontractors. The Bidder’s subcontract form shall also include a requirement that
13 each of its subcontractors shall have and document a similar procedure to
14 determine whether the sub-tier subcontractors with whom it contracts are also
15 “responsible” subcontractors as defined by RCW 39.06.020.
16
17 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
18 copy of its standard subcontract form for review by the Contracting Agency, and a
19 written description of its procedure for validating the responsibility of subcontractors
20 with which it contracts.
21

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

- 23
24 A Criterion: The Bidder shall not have a record of excessive claims filed against the
25 retainage or payment bonds for public works projects in the three years prior to the
26 bid submittal date, that demonstrate a lack of effective management by the Bidder of
27 making timely and appropriate payments to its subcontractors, suppliers, and
28 workers, unless there are extenuating circumstances and such circumstances are
29 deemed acceptable to the Contracting Agency.
30
31 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
32 list of the public works projects completed in the three years prior to the bid
33 submittal date that have had claims against retainage and bonds and include for
34 each project the following information:
35
36 • Name of project
37 • The owner and contact information for the owner;
38 • A list of claims filed against the retainage and/or payment bond for any of the
39 projects listed;
40 • A written explanation of the circumstances surrounding each claim and the
41 ultimate resolution of the claim.
42

43 **5. Public Bidding Crime**

- 44
45 A Criterion: The Bidder and/or its owners shall not have been convicted of a crime
46 involving bidding on a public works contract in the five years prior to the bid
47 submittal date.
48
49 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
50 statement (on a form to be provided by the Contracting Agency) that the Bidder
51 and/or its owners have not been convicted of a crime involving bidding on a public
52 works contract.
53

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

- 2
- 3 A Criterion: The Bidder shall not have had any public works contract terminated for
- 4 cause or terminated for default by a government agency in the five years prior to the
- 5 bid submittal date, unless there are extenuating circumstances and such
- 6 circumstances are deemed acceptable to the Contracting Agency.
- 7
- 8 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 9 statement (on a form to be provided by the Contracting Agency) that the Bidder has
- 10 not had any public works contract terminated for cause or terminated for default by a
- 11 government agency in the five years prior to the bid submittal date; or if Bidder was
- 12 terminated, describe the circumstances. .
- 13

14 **7. Lawsuits**

- 15
- 16 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
- 17 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
- 18 failing to meet the terms of contracts, unless there are extenuating circumstances
- 19 and such circumstances are deemed acceptable to the Contracting Agency
- 20
- 21 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 22 statement (on a form to be provided by the Contracting Agency) that the Bidder has
- 23 not had any lawsuits with judgments entered against the Bidder in the five years
- 24 prior to the bid submittal date that demonstrate a pattern of failing to meet the terms
- 25 of contracts, or shall submit a list of all lawsuits with judgments entered against the
- 26 Bidder in the five years prior to the bid submittal date, along with a written
- 27 explanation of the circumstances surrounding each such lawsuit. The Contracting
- 28 Agency shall evaluate these explanations to determine whether the lawsuits
- 29 demonstrate a pattern of failing to meet of terms of construction related contracts
- 30

31 As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low

32 Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business

33 day following the bid submittal deadline, a written statement verifying that the Bidder meets

34 the supplemental criteria together with supporting documentation (sufficient in the sole

35 judgment of the Contracting Agency) demonstrating compliance with the Supplemental

36 Criteria. The Contracting Agency reserves the right to request further documentation as

37 needed from the low Bidder and documentation from other Bidders as well to assess Bidder

38 responsibility and compliance with all bidder responsibility criteria. The Contracting Agency

39 also reserves the right to obtain information from third-parties and independent sources of

40 information concerning a Bidder’s compliance with the mandatory and supplemental criteria,

41 and to use that information in their evaluation. The Contracting Agency may consider

42 mitigating factors in determining whether the Bidder complies with the requirements of the

43 supplemental criteria.

44

45 The basis for evaluation of Bidder compliance with these mandatory and supplemental

46 criteria shall include any documents or facts obtained by Contracting Agency (whether from

47 the Bidder or third parties) including but not limited to: (i) financial, historical, or operational

48 data from the Bidder; (ii) information obtained directly by the Contracting Agency from others

49 for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any

50 additional information obtained by the Contracting Agency which is believed to be relevant to

51 the matter.

52

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

11
12 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
13 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
14 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such
15 requests shall be in writing, describe the nature of the concerns, and propose specific
16 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no
17 later than five (5) business days prior to the bid submittal deadline and address the request to
18 the Project Engineer or such other person designated by the Contracting Agency in the Bid
19 Documents.

20
21 **1-02.15 Pre Award Information**
22 *(August 14, 2013 APWA GSP)*

23
24 Revise this section to read:

25
26 Before awarding any contract, the Contracting Agency may require one or more of these items
27 or actions of the apparent lowest responsible bidder:

- 28 1. A complete statement of the origin, composition, and manufacture of any or all materials to
29 be used,
- 30 2. Samples of these materials for quality and fitness tests,
- 31 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and
32 time required for the various phases of the work,
- 33 4. A breakdown of costs assigned to any bid item,
- 34 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 35 6. Obtain, and furnish a copy of, a business license to do business in the city or county where
36 the work is located.
- 37 7. Any other information or action taken that is deemed necessary to ensure that the bidder is
38 the lowest responsible bidder.

39
40 **1-03, AWARD AND EXECUTION OF CONTRACT**

41
42 **1-03.1 Consideration of Bids**

43 **(*****)**

44 Section 1-03.1 is supplemented with the following:

45
46 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid
47 received exceeds the Engineer's estimate by an unreasonable amount. In the event all
48 bids are rejected for this reason, this project may be deferred for re-advertising for bids until
49 a more competitive situation exists.
50

1 **1-03.4 Contract Bond**
2 (July 23, 2015 APWA GSP)

3
4 Delete the first paragraph and replace it with the following:

5
6 The successful bidder shall provide executed payment and performance bond(s) for the full
7 contract amount. The bond may be a combined payment and performance bond; or be
8 separate payment and performance bonds. In the case of separate payment and performance
9 bonds, each shall be for the full contract amount. The bond(s) shall:

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

35
36 **1-03.7 Judicial Review**
37 (Lewis County)

38
39 Revise this section to read:

40
41 Any decision made by the Contracting Agency regarding the Award and execution of the
42 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
43 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
44 county where the Contracting Agency headquarters is located, provided that where an action is
45 asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
46

47 **1-05, CONTROL OF WORK**

48 **1-05.7 Removal of Defective and Unauthorized Work**

1 (October 1, 2005 APWA GSP)

2
3 Supplement this section with the following:

4
5 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
6 written notice from the Engineer, or fails to perform any part of the work required by the
7 Contract Documents, the Engineer may correct and remedy such work as may be identified in
8 the written notice, with Contracting Agency forces or by such other means as the Contracting
9 Agency may deem necessary.
10

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

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

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

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

34 **1-05.13 Superintendents, Labor and Equipment of Contractor**
35 *(August 14, 2013 APWA GSP)*

36
37 Delete the sixth and seventh paragraphs of this section.
38

39 **1-05.15 Method of Serving Notices**
40 *(March 25, 2009 APWA GSP)*

41 Revise the second paragraph to read:

42
43 All correspondence from the Contractor shall be directed to the Project Engineer. All
44 correspondence from the Contractor constituting any notification, notice of protest, notice of
45 dispute, or other correspondence constituting notification required to be furnished under the
46 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
47 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
48 correspondence will not constitute such notice and will not comply with the requirements of the
49 Contract.
50

51 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

1
2 **1-07.1 Laws to be Observed**

3 Section 1-07.1 is supplemented with the following:

4
5 (May 13, 2020)

6 In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and
7 safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these
8 specifications, **COVID-19 Health and Safety Plan (CHSP)**.

9
10 **1-07.2 State Taxes**

11
12 Delete this section, including its sub-sections, in its entirety and replace it with the following:

13
14 **1-07.2 State Sales Tax**
15 *(June 27, 2011 APWA GSP)*

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

22
23 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
24 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
25 describes this exception.

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

34
35 **1-07.2(1) State Sales Tax — Rule 171**

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

45
46 **1-07.2(2) State Sales Tax — Rule 170**

47
48 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
49 existing buildings, or other structures, upon real property. This includes, but is not limited to,
50 the construction of streets, roads, highways, etc., owned by the state of Washington; water
51 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
52 sewers and disposal systems are within, and a part of, a street or road drainage system;
53 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
54 streets or roads, unless such power lines become a part of a street or road lighting system; and

1 installing or attaching of any article of tangible personal property in or to real property, whether
2 or not such personal property becomes a part of the realty by virtue of installation.

3
4 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
5 retail sales tax on the full contract price. The Contracting Agency will automatically add this
6 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include
7 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule
8 170, with the following exception.

9
10 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
11 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
12 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
13 prices or in any other contract amount.

14 **1-07.2(3) Services**

15
16 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
17 wholly for professional or other services (as defined in Washington State Department of
18 Revenue Rules 138 and 244).

19 **1-07.4 Sanitation**

20 **1-07.4(2) Health Hazards**

21 Section 1-07.4(2) is supplemented with the following:

22
23 **(May 13, 2020)**

24 **COVID-19 Health and Safety Plan (CHSP)**

25
26 The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP).
27 The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to
28 beginning physical Work. The CHSP shall be based on the most current State and
29 Federal requirements. If the State or Federal requirements are revised, the CHSP shall
30 be updated as necessary to conform to the current requirements.
31
32

33
34 The Contractor shall update and resubmit the CHSP as the work progresses and new
35 activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the
36 conditions change on the project, or a particular activity, the Contractor shall update and
37 resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance
38 with the CHSP.

39
40 The CHSP shall address the health and safety of all people associated with the project
41 including State workers in the field, Contractor personnel, consultants, project staff,
42 subcontractors, suppliers and anyone on the project site, staging areas, or yards.

43 **COVID-19 Health and Safety Plan (CHSP) Inspection**

44
45 The Contractor shall grant full and unrestricted access to the Engineer for CHSP
46 Inspections. The Engineer (or designee) will conduct periodic compliance inspections on
47 the project site, staging areas, or yards to verify that any ongoing work activity is following
48 the CHSP plan. If the Engineer becomes aware of a noncompliance incident either
49 through a site inspection or other means, the Contractor will be notified immediately
50 (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or
51 suspend all or part of the associated work activity. The Contractor shall satisfy the
52 Engineer that the noncompliance incident has been corrected before the suspension will
53 end.
54

1 **1-07.7 Load Limits**

2 Section 1-07.7 is supplemented with the following:

3
4 (*****)

5 If the source of materials provided by the Contractor necessitates hauling over roads other
6 than Lewis County roads, the Contractor shall, at the Contractor's expense, make all
7 arrangements for the use of the haul routes.

8
9 Any vehicle providing material paid for by the ton, on the project, will provide licensed tonnage
10 for that vehicle.

11 **1-07.9 Wages**

12
13 **1-07.9(1) General**

14
15 (*****)

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

17
18 The State rates incorporated in this contract are applicable to all construction activities
19 associated with this contract.

20
21 (April 2, 2007)

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

23
24 State prevailing wage rates for public works contracts are included in this contract and show a
25 separate listing for the occupation:

26
27 Landscape Construction, which includes several different occupation descriptions such as:
28 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators,
29 and Landscaping or Planting Laborers.

30
31 In addition, federal wage rates that are included in this contract may also include occupation
32 descriptions in Federal Occupational groups for work also specifically identified with landscaping
33 such as:

34
35 Laborers with the occupation description, Landscaping or Planting, or

36
37 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

38
39 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
40 Federal wage rates for all occupation descriptions, specific or general, must be considered and
41 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
42 becomes the minimum wage rate for the work performed in that occupation.

43
44 Contractors are responsible for determining the appropriate crafts necessary to perform the
45 contract work. If a classification considered necessary for performance of the work is missing from
46 the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request
47 for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit
48 Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate
49 available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project
50 Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage
51 Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of
52 determining a federal classification wage rate.

1 (*****)

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

5
6 **1-07.11 Requirements For Nondiscrimination**

7 Section 1-07.11 is supplemented with the following:

8
9 (September 3, 2019)

10 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
11 11246)

- 12
- 13 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard
- 14 Federal Equal Employment Opportunity Construction Contract Specifications set forth
- 15 herein.
- 16
- 17 2. The goals and timetables for minority and female participation set by the Office of Federal
- 18 Contract Compliance Programs, expressed in percentage terms for the Contractor's
- 19 aggregate work force in each construction craft and in each trade on all construction work
- 20 in the covered area, are as follows:

21 Women - Statewide

22 Timetable

23 Goal

24 Until further notice

25 6.9%

26 Minorities - by Standard Metropolitan Statistical Area (SMSA)

27 Spokane, WA:

28 SMSA Counties:

29 Spokane, WA

30 2.8

31 WA Spokane.

32 Non-SMSA Counties

33 3.0

34 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,
35 WA Pend Oreille; WA Stevens; WA Whitman.

36 Richland, WA

37 SMSA Counties:

38 Richland Kennewick, WA

39 5.4

40 WA Benton; WA Franklin.

41 Non-SMSA Counties

42 3.6

43 WA Walla Walla.

44 Yakima, WA:

45 SMSA Counties:

46 Yakima, WA

47 9.7

48 WA Yakima.

49 Non-SMSA Counties

50 7.2

WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

1 Seattle, WA:

2 SMSA Counties:

3 Seattle Everett, WA 7.2

4 WA King; WA Snohomish.

5 Tacoma, WA 6.2

6 WA Pierce.

7 Non-SMSA Counties 6.1

8 WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA

9 Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston;

10 WA Whatcom.

11
12 Portland, OR:

13 SMSA Counties:

14 Portland, OR-WA 4.5

15 WA Clark.

16 Non-SMSA Counties 3.8

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

18
19 These goals are applicable to each nonexempt Contractor's total on-site construction
20 workforce, regardless of whether or not part of that workforce is performing work on a
21 Federal, or federally assisted project, contract, or subcontract until further notice.
22 Compliance with these goals and time tables is enforced by the Office of Federal Contract
23 compliance Programs.

24
25 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part
26 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
27 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),
28 and its efforts to meet the goals. The hours of minority and female employment and
29 training must be substantially uniform throughout the length of the contract, in each
30 construction craft and in each trade, and the Contractor shall make a good faith effort to
31 employ minorities and women evenly on each of its projects. The transfer of minority or
32 female employees or trainees from Contractor to Contractor or from project to project for
33 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the
34 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will
35 be measured against the total work hours performed.

- 36
37 3. The Contractor shall provide written notification to the Office of Federal Contract
38 Compliance Programs (OFCCP) within 10 working days of award of any construction
39 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for
40 construction work under the contract resulting from this solicitation. The notification shall
41 list the name, address and telephone number of the Subcontractor; employer
42 identification number of the Subcontractor; estimated dollar amount of the subcontract;
43 estimated starting and completion dates of the subcontract; and the geographical area in
44 which the contract is to be performed. The notification shall be sent to:

45
46 U.S. Department of Labor
47 Office of Federal Contract Compliance Programs Pacific Region
48 Attn: Regional Director
49 San Francisco Federal Building
50 90 – 7th Street, Suite 18-300
51 San Francisco, CA 94103(415) 625-7800 Phone
52 (415) 625-7799 Fax
53

1 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
2 Area is as designated herein.
3

4 Standard Federal Equal Employment Opportunity Construction Contract Specifications
5 (Executive Order 11246)
6

7 1. As used in these specifications:
8

9 a. Covered Area means the geographical area described in the solicitation from
10 which this contract resulted;
11

12 b. Director means Director, Office of Federal Contract Compliance Programs,
13 United States Department of Labor, or any person to whom the Director
14 delegates authority;
15

16 c. Employer Identification Number means the Federal Social Security number used
17 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department
18 Form 941;
19

20 d. Minority includes:
21

22 (1) Black, a person having origins in any of the Black Racial Groups of
23 Africa.
24

25 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
26 Mexican, Puerto Rican, Cuban, Central American, South American, or
27 other Spanish origin.
28

29 (3) Asian or Pacific Islander, a person having origins in any of the original
30 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands
31 and Samoa.
32

33 (4) American Indian or Alaskan Native, a person having origins in any of
34 the original peoples of North America, and who maintain cultural
35 identification through tribal affiliation or community recognition.
36

37 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the
38 work involving any construction trade, it shall physically include in each subcontract in
39 excess of \$10,000 the provisions of these specifications and the Notice which contains
40 the applicable goals for minority and female participation and which is set forth in the
41 solicitations from which this contract resulted.
42

43 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
44 approved by the U.S. Department of Labor in the covered area either individually or
45 through an association, its affirmative action obligations on all work in the Plan area
46 (including goals and timetables) shall be in accordance with that Plan for those trades
47 which have unions participating in the Plan. Contractors must be able to demonstrate
48 their participation in and compliance with the provisions of any such Hometown Plan.
49 Each Contractor or Subcontractor participating in an approved Plan is individually
50 required to comply with its obligations under the EEO clause, and to make a good faith
51 effort to achieve each goal under the Plan in each trade in which it has employees. The
52 overall good faith performance by other Contractors or Subcontractors toward a goal in an

1 approved Plan does not excuse any covered Contractor's or Subcontractor's failure to
2 take good faith effort to achieve the Plan goals and timetables.

- 3
- 4 4. The Contractor shall implement the specific affirmative action standards provided in
5 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation
6 from which this contract resulted are expressed as percentages of the total hours of
7 employment and training of minority and female utilization the Contractor should
8 reasonably be able to achieve in each construction trade in which it has employees in the
9 covered area. Covered construction contractors performing construction work in
10 geographical areas where they do not have a Federal or federally assisted construction
11 contract shall apply the minority and female goals established for the geographical area
12 where the work is being performed. The Contractor is expected to make substantially
13 uniform progress in meeting its goals in each craft during the period specified.
- 14
- 15 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union
16 with whom the Contractor has a collective bargaining agreement, to refer either minorities
17 or women shall excuse the Contractor's obligations under these specifications, Executive
18 Order 11246, or the regulations promulgated pursuant thereto.
- 19
- 20 6. In order for the nonworking training hours of apprentices and trainees to be counted in
21 meeting the goals, such apprentices and trainees must be employed by the Contractor
22 during the training period, and the Contractor must have made a commitment to employ
23 the apprentices and trainees at the completion of their training, subject to the availability
24 of employment opportunities. Trainees must be trained pursuant to training programs
25 approved by the U.S. Department of Labor.
- 26
- 27 7. The Contractor shall take specific affirmative actions to ensure equal employment
28 opportunity. The evaluation of the Contractor's compliance with these specifications shall
29 be based upon its effort to achieve maximum results from its action. The Contractor shall
30 document these efforts fully, and shall implement affirmative action steps at least as
31 extensive as the following:
- 32
- 33 a. Ensure and maintain a working environment free of harassment, intimidation,
34 and coercion at all sites, and in all facilities at which the Contractor's employees
35 are assigned to work. The Contractor, where possible, will assign two or more
36 women to each construction project. The Contractor shall specifically ensure
37 that all foremen, superintendents, and other on-site supervisory personnel are
38 aware of and carry out the Contractor's obligation to maintain such a working
39 environment, with specific attention to minority or female individuals working at
40 such sites or in such facilities.
- 41
- 42 b. Establish and maintain a current list of minority and female recruitment sources,
43 provide written notification to minority and female recruitment sources and to
44 community organizations when the Contractor or its unions have employment
45 opportunities available, and maintain a record of the organizations' responses.
- 46
- 47 c. Maintain a current file of the names, addresses and telephone numbers of each
48 minority and female off-the-street applicant and minority or female referral from a
49 union, a recruitment source or community organization and of what action was
50 taken with respect to each such individual. If such individual was sent to the
51 union hiring hall for referral and was not referred back to the Contractor by the
52 union or, if referred, not employed by the Contractor, this shall be documented in

1 the file with the reason therefor, along with whatever additional actions the
2 Contractor may have taken.

- 3
- 4 d. Provide immediate written notification to the Director when the union or unions
5 with which the Contractor has a collective bargaining agreement has not referred
6 to the Contractor a minority person or woman sent by the Contractor, or when
7 the Contractor has other information that the union referral process has impeded
8 the Contractor's efforts to meet its obligations.
- 9
- 10 e. Develop on-the-job training opportunity and/or participate in training programs
11 for the area which expressly include minorities and women, including upgrading
12 programs and apprenticeship and trainee programs relevant to the Contractor's
13 employment needs, especially those programs funded or approved by the U.S.
14 Department of Labor. The Contractor shall provide notice of these programs to
15 the sources compiled under 7b above.
- 16
- 17 f. Disseminate the Contractor's EEO policy by providing notice of the policy to
18 unions and training programs and requesting their cooperation in assisting the
19 Contractor in meeting its EEO obligations; by including it in any policy manual
20 and collective bargaining agreement; by publicizing it in the company
21 newspaper, annual report, etc.; by specific review of the policy with all
22 management personnel and with all minority and female employees at least
23 once a year; and by posting the company EEO policy on bulletin boards
24 accessible to all employees at each location where construction work is
25 performed.
- 26
- 27 g. Review, at least annually, the company's EEO policy and affirmative action
28 obligations under these specifications with all employees having any
29 responsibility for hiring, assignment, layoff, termination or other employment
30 decisions including specific review of these items with on-site supervisory
31 personnel such as Superintendents, General Foremen, etc., prior to the initiation
32 of construction work at any job site. A written record shall be made and
33 maintained identifying the time and place of these meetings, persons attending,
34 subject matter discussed, and disposition of the subject matter.
- 35
- 36 h. Disseminate the Contractor's EEO policy externally by including it in any
37 advertising in the news media, specifically including minority and female news
38 media, and providing written notification to and discussing the Contractor's EEO
39 policy with other Contractors and Subcontractors with whom the Contractor does
40 or anticipates doing business.
- 41
- 42 i. Direct its recruitment efforts, both oral and written to minority, female and
43 community organizations, to schools with minority and female students and to
44 minority and female recruitment and training organizations serving the
45 Contractor's recruitment area and employment needs. Not later than one month
46 prior to the date for the acceptance of applications for apprenticeship or other
47 training by any recruitment source, the Contractor shall send written notification
48 to organizations such as the above, describing the openings, screening
49 procedures, and tests to be used in the selection process.
- 50
- 51 j. Encourage present minority and female employees to recruit other minority
52 persons and women and where reasonable, provide after school, summer and

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

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

28

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

42

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

51

52 10. The Contractor shall not use the goals and timetables or affirmative action standards to
53 discriminate against any person because of race, color, religion, sex, or national origin.

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39
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

49
50 **1-07.17, Utilities and Similar Facilities**
51 (April 2, 2007)

52
53 Section 1-07.17 is supplemented with the following:

1
2 Locations and dimensions shown in the Plans for existing facilities are in accordance with
3 available information obtained without uncovering, measuring, or other verification.
4

5 The following addresses and telephone numbers of utility companies known or suspected of
6 having facilities within the project limits are supplied for the Contractor's convenience:
7

8 **Lewis County P.U.D. No. 1**
9 **321 NW Pacific**
10 **Chehalis, WA 98532**
11 **Telephone (360) 748-9261**

12 **TDS Telecom**
13 **PO Box 218**
14 **La Center, WA 98629**
15 **Telephone (360) 263-5969**
16
17

18 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to
19 construction. The Contractor shall notify the Utility Owner of any utilities that are within two feet of
20 the planned construction. The above list of Utility Owners may not be complete. As per RCW
21 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or
22 suspected of having services close to the project site.
23

24 **1-07.18 Public Liability and Property Damage Insurance**

25
26 Delete this section in its entirety, and replace it with the following:
27

28 **1-07.18 Insurance** 29 *(January 4, 2016 APWA GSP)* 30

31 **1-07.18(1) General Requirements**

- 32 A. The Contractor shall procure and maintain the insurance described in all subsections of section
33 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less
34 than A-: VII and licensed to do business in the State of Washington. The Contracting Agency
35 reserves the right to approve or reject the insurance provided, based on the insurer's financial
36 condition.
37
- 38 B. The Contractor shall keep this insurance in force without interruption from the commencement
39 of the Contractor's Work through the term of the Contract and for thirty (30) days after the
40 Physical Completion date, unless otherwise indicated below.
41
- 42 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
43 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
44 state that coverage is claims made, and state the retroactive date. Claims-made form
45 coverage shall be maintained by the Contractor for a minimum of 36 months following the
46 Completion Date or earlier termination of this Contract, and the Contractor shall annually
47 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
48 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an
49 extended reporting period ("tail") or execute another form of guarantee acceptable to the
50 Contracting Agency to assure financial responsibility for liability for services performed.
51
- 52 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
53 Liability insurance policies shall be primary and non-contributory insurance as respects the

1 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
2 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
3 excess of the Contractor's insurance and shall not contribute with it.
4

5 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
6 notice of any policy cancellation, within two business days of their receipt of such notice.
7

8 G. The Contractor shall not begin work under the Contract until the required insurance has been
9 obtained and approved by the Contracting Agency
10

11 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
12 material breach of contract, upon which the Contracting Agency may, after giving five business
13 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at
14 its discretion, procure or renew such insurance and pay any and all premiums in connection
15 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
16 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
17 Contracting Agency.
18

19 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
20 Contract and no additional payment will be made.
21

22 **1-07.18(2) Additional Insured**

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

- 26 ■ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
27

28 The above-listed entities shall be additional insured(s) for the full available limits of liability
29 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are
30 greater than those required by this Contract, and irrespective of whether the Certificate of
31 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
32 maintained by the Contractor.
33

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

38 **1-07.18(3) Subcontractors**

39 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
40 complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
41 except the Contractor shall have sole responsibility for determining the limits of coverage required
42 to be obtained by Subcontractors.
43

44 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2)
45 as additional insureds, and provide proof of such on the policies as required by that section as
46 detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing
47 operations and CG 20 37 10 01 for completed operations.
48

49 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
50 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
51 every tier as required in 1-07.18(4) Verification of Coverage.
52

53 **1-07.18(4) Verification of Coverage**

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

7
8 Verification of coverage shall include:

- 9 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 10 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
11 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a
12 copy of any blanket additional insured clause from its policies instead of a separate
13 endorsement.
- 14 3. Any other amendatory endorsements to show the coverage required herein.
- 15 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
16 requirements – actual endorsements must be submitted.

17
18 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a
19 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this
20 Project, a full and certified copy of that policy is required when the Contractor delivers the signed
21 Contract for the work.

22
23 **1-07.18(5) Coverages and Limits**

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

28
29 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
30 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
31 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
32 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured
33 retention shall be the responsibility of the Contractor.

34
35 **1-07.18(5)A Commercial General Liability**

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

41
42 The Commercial General Liability insurance shall be endorsed to provide a per project general
43 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

44
45 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
46 completed operations for at least three years following Substantial Completion of the Work.

47
48 Such policy must provide the following minimum limits:

49	\$1,000,000	Each Occurrence
50	\$2,000,000	General Aggregate
51	\$2,000,000	Products & Completed Operations Aggregate

1 \$1,000,000 Personal & Advertising Injury each offence
2 \$1,000,000 Stop Gap / Employers' Liability each accident

3
4 **1-07.18(5)B Automobile Liability**

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

8
9 Such policy must provide the following minimum limit:

10 \$1,000,000 Combined single limit each accident

11
12 **1-07.18(5)C Workers' Compensation**

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

15
16 **1-07.23, PUBLIC CONVENIENCE AND SAFETY**

17 **1-07.23(1) Construction Under Traffic**

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

19 (February 3, 2020)

20 **Work Zone Clear Zone**

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

26
27
28 During nonworking hours equipment or materials shall not be within the WZCZ
29 unless they are protected by permanent guardrail or temporary concrete barrier. The
30 use of temporary concrete barrier shall be permitted only if the Engineer approves
31 the installation and location.

32
33 During actual hours of work, unless protected as described above, only materials
34 absolutely necessary to construction shall be within the WZCZ and only construction
35 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
36 allowed to stop or park on the shoulder of the roadway.

37
38 The Contractor's nonessential vehicles and employees private vehicles shall not be
39 permitted to park within the WZCZ at any time unless protected as described above.

40
41 Deviation from the above requirements shall not occur unless the Contractor has
42 requested the deviation in writing and the Engineer has provided written approval.

43
44 Minimum WZCZ distances are measured from the edge of traveled way and will be
45 determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

1-08, PROSECUTION AND PROGRESS

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

Add the following new section:

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

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to

1 the preconstruction conference, subject to the provisions below. The working hours for the
2 Contract shall be established at or prior to the preconstruction conference.
3

4 All working hours and days are also subject to local permit and ordinance conditions (such as
5 noise ordinances).
6

7 If the Contractor wishes to deviate from the established working hours, the Contractor shall
8 submit a written request to the Engineer for consideration. This request shall state what hours
9 are being requested, and why. Requests shall be submitted for review no later than 3 working
10 days prior to the day(s) the Contractor is requesting to change the hours.
11

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

- 14 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
15 Agency for the costs in excess of straight-time costs for Contracting Agency
16 representatives who worked during such times. (The Engineer may require designated
17 representatives to be present during the work. Representatives who may be deemed
18 necessary by the Engineer include, but are not limited to: survey crews; personnel from
19 the Contracting Agency's material testing lab; inspectors; and other Contracting Agency
20 employees or third party consultants when, in the opinion of the Engineer, such work
21 necessitates their presence.)
- 22 2. Considering the work performed on Saturdays, Sundays, and holidays as working days
23 with regard to the contract time.
- 24 3. Considering multiple work shifts as multiple working days with respect to contract time
25 even though the multiple shifts occur in a single 24-hour period.
- 26 4. If a 4-10 work schedule is requested and approved the non working day for the week
27 will be charged as a working day.
- 28 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
29 recorded properly on certified payroll
30

31 **1-08.1 Subcontracting**

32 (December 19, 2019 APWA GSP, Option A)
33

34 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to
35 the Engineer a certification (WSDOT Form 420-004) that a written agreement between the
36 Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has
37 been executed. This certification shall also guarantee that these subcontract agreements include all
38 the documents required by the Special Provision Federal Agency Inspection.
39

40 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the
41 contract until the following documents have been completed and submitted to the Engineer:
42

- 43 1. Request to Sublet Work (WSDOT Form 421-012), and
- 44 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
45 Projects (WSDOT Form 420-004).
46

47 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form
48 272-065) within 15 calendar days after receipt of every monthly progress payment until every
49 Subcontractor and lower tier Subcontractor's retainage has been released.
50

1 The ninth paragraph, beginning with “On all projects, ...” is revised to read:

2
3 The Contractor shall certify to the actual amount received from the Contracting Agency and
4 amounts paid to all firms that were used as Subcontractors, lower tier subcontractors,
5 manufacturers, regular dealers, or service providers on the Contract. This includes all
6 Disadvantaged, Minority, Small, Veteran or Women’s Business Enterprise firms. This
7 Certification shall be submitted to the Engineer on a monthly basis each month between
8 Execution of the Contract and Physical Completion of the Contract using the application
9 available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for
10 every month between Execution of the Contract and Physical Completion regardless of
11 whether payments were made or work occurred.

12
13 **1-08.3(2)A Type A Progress Schedule**
14 *(March 13, 2012 APWA GSP)*

15
16 Revise this section to read:

17
18 The Contractor shall submit ~~\$\$\$~~ 3 ~~\$\$\$~~ copies of a Type A Progress Schedule no later than one
19 week before the preconstruction conference, or some other mutually agreed upon submittal
20 time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard
21 schedule format. Regardless of which format used, the schedule shall identify the critical path.
22 The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule
23 for corrections within 15 calendar days of receiving the submittal.

24
25 **Contractor’s Weekly Activities**
26 *(*****)*

27 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall
28 indicate the Contractor’s proposed activities for the forthcoming week along with the hours
29 of work. This will permit the Engineer to more effectively provide the contract engineering
30 and inspection for the Contractor’s operations.

31
32 The written weekly activity schedule shall be submitted to the Engineer or a designated
33 assistant before the end of the last shift on the next to the last working day of the week
34 preceding the indicated activities, or other mutually agreeable time.

35
36 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
37 sequence differing from that which has been shown on the schedule, the Engineer may
38 require the Contractor to delay unscheduled activities until they are included on a
39 subsequent weekly activity schedule.

40
41 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
42 summary of project activities to the Engineer. The summary of activities shall include a
43 report of the nature and progress of each of the major activities that were advanced on the
44 project within the previous week.

45
46 **1-08.4 Prosecution Of Work**

47 Revise this section to read:

48
49 **1-08.4 Notice to Proceed and Prosecution of Work**
50 *(July 23, 2015 APWA GSP)*

51
52 Notice to Proceed will be given after the contract has been executed and the contract bond and
53 evidence of insurance have been approved and filed by the Contracting Agency. The

1 Contractor shall not commence with the work until the Notice to Proceed has been given by the
2 Engineer. The Contractor shall commence construction activities on the project site within ten
3 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
4 diligently pursue the work to the physical completion date within the time specified in the
5 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
6 Contractor of the responsibility to complete the work within the time(s) specified in the contract.
7

8 **1-08.5 Time for Completion**
9 *(November 30, 2018 APWA GSP, Option B)*

10
11 Revise the third and fourth paragraphs to read:

12
13 Contract time shall begin on the first working day following the \$\$14th \$\$ calendar day after the
14 Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then
15 contract time shall begin on the first working day when onsite work begins.
16

17 Each working day shall be charged to the contract as it occurs, until the contract work is
18 physically complete. If substantial completion has been granted and all the authorized working
19 days have been used, charging of working days will cease. Each week the Engineer will
20 provide the Contractor a statement that shows the number of working days: (1) charged to the
21 contract the week before; (2) specified for the physical completion of the contract; and (3)
22 remaining for the physical completion of the contract. The statement will also show the
23 nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10
24 calendar days after the date of each statement, the Contractor shall file a written protest of any
25 alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient
26 detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing
27 such detailed protest in that period, the Contractor shall be deemed as having accepted the
28 statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week
29 (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
30 be charged as a working day, then the fifth day of that week will be charged as a working day
31 whether or not the Contractor works on that day.
32

33 Revise the sixth paragraph to read:

34
35 The Engineer will give the Contractor written notice of the completion date of the contract after
36 all the Contractor's obligations under the contract have been performed by the Contractor. The
37 following events must occur before the Completion Date can be established:

- 38 1. The physical work on the project must be complete; and
- 39 2. The Contractor must furnish all documentation required by the contract and required by law,
40 to allow the Contracting Agency to process final acceptance of the contract. The following
41 documents must be received by the Project Engineer prior to establishing a completion
42 date:
 - 43 a. Certified Payrolls (per Section 1-07.9(5)).
 - 44 b. Material Acceptance Certification Documents
 - 45 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract
46 Provisions.
 - 47 d. Final Contract Voucher Certification
 - 48 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
49 Subcontractors
 - 50 f. A copy of the Notice of Termination sent to the Washington State Department of
51 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice

of Termination by Ecology; and no rejection of the Notice of Termination by Ecology.
This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24

(*****)

This project shall be physically complete within *** 7 *** working days.

Contract Time shall begin on *** June 14, 2021 ***.

1-09, MEASUREMENT AND PAYMENT

1-09.7 Mobilization

Section 1-08.5 is supplemented with the following:

(*****)

The Contractor shall notify the Contracting Agency of Staging area locations within five (5) days of award for review and approval.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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 payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

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.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

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 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to 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.

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

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.

1
2 **1-09.13(3)A Administration of Arbitration**

3 *(November 30, 2018 APWA GSP)*

4
5 Revise the third paragraph to read:

6
7 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
8 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
9 Superior Court of the county in which the Contracting Agency's headquarters is located,
10 provided that where claims subject to arbitration are asserted against a county, RCW
11 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the
12 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the
13 Contract as a basis for decisions.

14
15 **1-09.13(4) Claims in Excess of \$250,000**

16
17 Section 1-09.13(4) is hereby deleted and replaced with the following:

18 **CLAIMS RESOLUTION**

19 (Lewis County)

20
21 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5
22 and Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of
23 these sections must be complied with in full as a condition precedent to the Contractor's right
24 to seek claims resolution through arbitration or litigation. The Contractor may file with the
25 Engineer a request for binding arbitration; the Engineer's decision regarding that request shall
26 be final and unappealable. Nothing in this paragraph affects or tolls the limitations period as
27 set forth in Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files
28 a lawsuit raising any claim(s) arising from the contract, the parties shall, if the Engineer so
29 directs, submit such claim(s) to binding arbitration, subject to the rights of any party thereto to
30 file with the Lewis County Superior Court motions to dismiss or for summary judgment at any
31 time. In any binding arbitration proceeding, the provisions of subparagraphs (a) and (b) shall
32 apply.
33

- 34
35 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be
36 heard in a single arbitration hearing, and then only after completion of the
37 contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the
38 arbitration rules hereafter stated, and shall, for purposes of administration of the
39 arbitration, comply where applicable with the 1994 Lewis County Superior Court
40 Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b),
41 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the
42 referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by
43 mutual agreement of the parties from the list provided by the Lewis County
44 Superior Court Administrator. If the parties cannot agree on a person to serve as
45 arbitrator, the matter shall be submitted for appointment of an arbitrator under
46 LMAR 2.3. The arbitrator shall determine the scope and extent of discovery,
47 except that the Contractor shall provide and update the information required by
48 Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall
49 file a statement of proof with the other party and the arbitrator at least 20
50 calendar days before the scheduled arbitration hearing. The statement of proof
51 shall include:

- 52
53 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 in the statement of proof only upon a showing of good cause.

b) The arbitration hearing shall be conducted at a location within Lewis County, 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 upon the award rendered by the arbitrator shall be entered as judgment before the 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 arbitrator's fees and expenses.

DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-01, PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

3-01.4(1) Acquisition and Development

Section 3-01.4(1) is supplemented with the following:

(*****)

No source has been provided for any materials necessary for the construction of this project.

DIVISION 4 BASES

4-06 ASPHALT TREATED BASE

1 (*****)

2 Section 4.06 is supplemented with the following:

3
4 **PULVERIZED RECYCLED CEMENT TREATED BASE**

5 **4-06.1 Description**

6 (*****)

7 Section 4-06.1 is replaced with the following:

8
9 The pulverization, shaping, spreading and mixing process shall incorporate a cement-stabilized
10 base. The cement base course shall consist of pulverized asphalt, existing base material, selected
11 excavation material, imported crushed surfacing top and base course as required, Portland
12 cement, and water uniformly mixed, graded, shaped, compacted, finished, and cured in
13 accordance with these specifications. It shall conform to the lines, grades, thickness, and typical
14 cross section shown on the plans.

15
16 The existing roadway and base course sections shall be pulverized to the depth shown in the
17 Proposal for the total width and length, or as directed by the Engineer. The roadway will then be
18 shaped and compacted by Lewis County forces. Following the establishment of the subgrade
19 profile, dry Portland cement shall be spread on the roadway and shall then be mixed to the depth
20 as shown in the Proposal, or as directed by the Engineer.

21
22 **4-06.2 Materials**

23 (*****)

24 Section 4-06.2 is supplemented with the following:

25
26 **4-06.2(1) Portland Cement**

27
28 Portland cement shall be Type II and shall be provided in accordance with Section 9-01 of the
29 Standard Specifications.

30
31 **4-06.2(2) Water**

32
33 Water shall be free from substances deleterious to the hardening of the soil-cement. The
34 Contractor shall make arrangements to provide water and water trucks needed to satisfy water
35 requirements for the mixing process of this contract.

36
37 **4-06.2(3) Soil Material**

38
39 Soil material shall consist of the pulverized asphalt and base existing in the area to be paved,
40 of selected excavation material, Crushed Surfacing or a combination of these materials
41 proportioned as directed, prior to the application of cement.

42
43 **4-06.3 Construction Requirements**

44 (*****)

45 Section 4-06.3 is supplemented with the following:

46
47 **Equipment**

48
49 **Reclaimer/Stabilizer**

50
51 Soil-cement shall be constructed with a BOMAG MPH-100 or CMI - RS 500 or equal equipped with
52 an appropriate water distribution system as approved by the Engineer. The equipment shall be

1 able to meet the following criteria:

- 2
- 3 Two directional processing, both up and down cutting;
- 4 Cross slope control;
- 5 Maintain constant mixing depth;
- 6 Process a minimum of 8 feet wide per pass;
- 7 Have proper fittings to connect directly to a water truck;
- 8 Provide a fully computerized, automatic water additive system, which shall include a
- 9 totalizer, so that the amount of water used during any given period can be read directly, and
- 10 a gauge to indicate the instantaneous application rate during the mixing operation.
- 11 Capable of pushing or pulling the water tankers during the mixing process.
- 12

13 The Contractor shall submit equipment for approval 5 days prior to use. The Engineer will make
14 the decision as to the whether the equipment is equal to the above. The decision of the Engineer
15 will be final.

16 **Water Trucks**

17
18
19 Water trucks to be used in the mixing process shall have a minimum 3,000 gallon capacity. The
20 water trucks shall be properly fitted so as to connect directly to the Reclaimer/Stabilizer in order for
21 the water to be distributed directly into the mixing chamber. Two water trucks will be required to
22 ensure the mixing operation is a continuous operation and not disrupted.

23 **Cement Distributor**

24
25
26 The equipment used to spread the cement shall be self-propelled or truck mounted. It may be used
27 for the application of, but not limited to; lime, fly ash or Portland cement at a metered rate. The
28 equipment shall have a weighing scale, a foot per minute gauge, and a RPM vane feeder in order
29 to provide control of the cement distribution process and meet the following criteria:

- 30
- 31 • Onboard weigh scales that provide a weight readout of the material in the product
- 32 hopper.
- 33 • Dual augers or other means to supply product to the distribution chamber in a
- 34 continuous and even flow.
- 35 • The capability of spreading at least an 8 foot wide spread of product, to a maximum
- 36 of 100 lbs. of product per square yard in one pass.
- 37 • A distribution chamber with the capability to allow spreads in 2 foot increments.
- 38 • An onboard distance measuring device that measures product spread length.
- 39 • A skirt and dust recovery system to control airborne dust during the application
- 40 process.
- 41

42 The Engineer may accept other quantity and quality control equipment after review and approval.

43
44 (*****)

45 **4-06.3(A) Construction Methods**

46
47 (*****)

48 **4-06.3(A)1 Preparation**

49
50 The pulverizing operation and the establishment of the subgrade profile and grade by shall be
51 completed prior to the mixing operation. The pulverized material shall be shaped and rolled to
52 allow the roadway to be open to traffic. The material shall be compacted and shaped to the
53 grades and cross sections shown on the plans or as staked in the field by the Engineer prior to

1 mixing. Any imported material required to achieve the lines and grades as staked by the
2 Engineer shall meet the specifications for Crushed Surfacing Top Course. The Contractor
3 shall coordinate with Lewis County forces to achieve this specification.
4

5 The subgrade shall be firm and able to support without displacement the construction
6 equipment and the compaction hereinafter specified. Soft or yielding subgrade shall be made
7 stable before construction proceeds. Unsuitable soil material shall be removed and replaced
8 with acceptable material, as directed by the Engineer. The Contractor shall coordinate with
9 Lewis County forces to achieve this specification.
10

11 (*****)

12 **4-06.3(A)2 Pulverization**

13
14 Before cement is applied the soil material shall be so pulverized that at the completion of
15 moist-mixing, 100% by dry weight passes a 2-in. sieve, exclusive of gravel or stone retained
16 on these sieves. Roads shall be pulverized and water may be required to be applied thru the
17 pulverizing machine to reach optimum moisture content, as directed by the Engineer. Water
18 will be considered incidental to the bid items that are involved.
19

20 Additional pavement pulverization may be required as directed by the Engineer if the initial
21 0.50 feet of pulverization does not penetrate thru the existing HMA or the existing material as
22 determined by the Engineer needs additional pulverization.
23

24 **The Contractor shall be aware that there will be an approximately two day delay**
25 **between the pulverization and mixing process to allow County Forces to place rock.**
26 **This standby time for the Contractor shall be considered incidental to the Project.**
27

28 (*****)

29 **4-06.3(A)3 Cement Spreading and Mixing**

30
31 Mixing of the soil material, cement, and water shall be accomplished by the mixed-in-place
32 method. Application of cement will be at a uniform rate established by the Engineer. The
33 estimated pounds of cement per square yards (Lbs./S.Y.) shall be as shown in the proposal
34 for each location. The ratio of cement may be adjusted at the discretion of the Engineer.
35

36 No cement shall be spread or soil-cement mixture mixed when the soil or subgrade is frozen
37 or when the air temperature is less than 40 degrees in the shade.
38

39 The percentage of moisture in the soil material, at the time of cement application, shall be the
40 amount that assures a uniform and intimate mixture of pulverized asphalt and soil material and
41 cement during mixing operations. It shall not exceed the specified optimum moisture content
42 for the soil-cement mixture.
43

44 The operations of cement spreading, water application, mixing, hauling, shaping, compacting,
45 and finishing shall be continuous and completed in daylight. The total elapsed time between
46 the addition of water to the soil-cement mixture and the completion of finishing shall not
47 exceed 2 hours. The Contractor shall coordinate with Lewis County forces to achieve this
48 specification.
49

50 Any soil-and-cement mixture that has not been compacted and finished shall not remain
51 undisturbed for more than 30 minutes.
52

53 (*****)

1 **4-06.3(A)4 Mixed-in-place Method**

2
3 The water shall be applied through the mixing machine. The pulverized asphalt, the soil
4 material and cement shall be mixed sufficiently to prevent cement balls from forming when
5 water is added. Mixing shall be continued until the mixture is uniform in color and at the
6 required moisture content throughout. Operations of cement spreading, water application,
7 mixing, and grading mixed material shall result in a uniform soil, cement, and water mixture for
8 the full depth and width.

9
10 The cement shall be uniformly distributed and mixed with the pulverized material and any
11 existing underlying material or imported material as specified. The mixing operation may be
12 accomplished by using either the same machine used for the pulverizing operation or a
13 separate machine designed for in-place continuous mixing as approved by the Engineer.
14 Regardless of which method is used, a control system capable of metering or measuring the
15 cement application rate to a pound per square yard shall be used.

16
17 The application rate of the cement will be expressed in terms of pounds per square yard
18 based on the dry unit weight of the unmixed in-place material as determined by the Engineer.

19
20 The mixing operation shall be completed in continuous full width segments that shall not
21 exceed 800 feet in length so not to disrupt the traveling public unless otherwise approved by
22 the Engineer. Each segment must be processed and compacted by sunset of each day and
23 opened to traffic.

24
25 Additional mixing depth may be required as directed by the Engineer. No additional payment
26 will be made for mixing of material until depths exceed the planned mixing depth for that
27 roadway.

28
29 (*****)

30 **4-06.3(A)5 Shaping and Compaction**

31
32 The Contractor shall coordinate with County forces to assure the mixing operation does not
33 get too far ahead of the shaping and compaction effort so that County forces can meet the
34 following specification:

35
36 At the start of compaction, the percentage of moisture in the mixture shall not be below or
37 more than two percentage points above the specified optimum moisture content, and shall be
38 less than that quantity which will cause the soil-cement mixture to become unstable during
39 compaction and finishing. The optimum moisture and maximum density shall be determined
40 by the County in the field at the time compaction begins by utilizing the Maximum Density
41 Curve for the cement-soil material, as determined by the WSDOT Materials Laboratory
42 according to procedures of the standard Nuclear Densometer Test.

43
44 Prior to compaction, the mixed material shall be shaped by a road grader, a mechanical
45 spreader or paver, or grade trimmer of approved type. The soil cement shall be compacted by
46 a vibratory roller to at least 95% of the theoretical maximum density.

47
48 (*****)

49 **4-06.3(A)8 Construction Joints**

50
51 At the beginning of each day's construction a straight transverse construction joint shall be
52 formed by cutting back into the completed work.

1 Soil-cement for large, wide areas shall be built in a series of parallel lanes of convenient length
2 and width meeting approval of the Engineer. Straight longitudinal joints shall be formed at
3 edge of each day's construction by cutting back into completed work to form a true vertical
4 face free of loose or shattered material.

5
6 Special attention shall be given to joint construction to ensure a vertical joint, adequately
7 mixed material, and compaction up against the joint. On mixed-in-place construction using
8 transverse shaft mixers, a longitudinal joint constructed adjacent to partially hardened soil-
9 cement built the preceding day may be formed by cutting back into the previously constructed
10 area during mixing operations. Guide stakes, or a control method as approved by the
11 Engineer, shall be set by the Contractor for cement spreading and mixing.

12
13 (*****)

14 **4-06.3(A)9 Traffic**

15
16 Completed portions of soil-cement may be opened immediately to traffic and to construction
17 equipment provided the soil-cement has hardened sufficiently to prevent marring or distorting
18 of the surface by equipment or traffic and the curing material is not impaired.

19
20 (*****)

21 **4-06.3(A)10 Maintenance**

22
23 The Contractor shall be required to maintain the soil-cement in good condition until all work
24 has been completed and accepted, and the course of Crushed Surfacing Top Course has
25 been applied. Maintenance shall include immediate repairs of any defects that may occur.
26 This work shall be done by the Contractor at his own expense and repeated as often as may
27 be necessary to keep the area continuously intact. Any decomposition of the cement treated
28 base due to inadequate mixing of cement and base material will be replaced for the full depth
29 of treatment at the Contractor's expense. No cracking totaling 0.5 feet in length and 0.03 feet
30 in width (or wider) per square foot will be accepted and will be replaced for the full depth of
31 treatment at the Contractor's expense. Longitudinal grooving, such as, but not limited to the
32 tire tracks deeper than 0.03 feet will be replaced for the full depth at the Contractor's expense.

33 34 **4-06.4 Measurement**

35 Section 4-06.4 is supplemented with the following:

36
37 (*****)

38 Pavement Pulverization work (described in Section 4-06.1 and the Proposal) will be measured
39 per Square Yard, once along the centerline, at the specified width and depth. The provisions
40 of Section 1-04.6, Variation of Estimated Quantities shall not apply to these bid items. Water
41 shall be considered incidental to the various items involved.

42
43 Mixing Base Stabilization work (described in Section 4-06.1 and the Proposal) will be
44 measured per Square Yard, once along the centerline, at the specified width and depth. The
45 provisions of Section 1-04.6, Variation of Estimated Quantities shall not apply to these bid
46 items. Water shall be considered incidental to the various items involved.

47
48 Additional Pavement Pulverization (Per Each Additional 0.1' Depth) shall be measured per
49 Square Yard for each additional 0.10 feet of depth beyond the initial depth and will include
50 additional depth to penetrate existing HMA. The provisions of Section 1-04.6, Variation of
51 Estimated Quantities shall not apply to this bid item.

52
53 Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth) shall be measured per

1 Square Yard for each additional 0.10 feet of depth beyond the planned mixing depth for that
2 roadway. See Contract Proposal. The provisions of Section 1-04.6, Variation of Estimated
3 Quantities shall not apply to this bid item.

4
5 Water Trucks used and operated in the Cement Treated Base mixing operation shall be
6 considered incidental to Mixing Base Stabilization operation. Water will be considered
7 incidental to the various bid items involved.

8
9 Cement (Type II) will be measured by the Ton for actual quantities used. The provisions of
10 Section 1-04.6, Variation of Estimated Quantities shall not apply to this bid item.

11 **4-06.5 Payment**

12 Section 4-06.5 is supplemented with the following:

13
14
15 (*****)

16 This work will be paid for at the various contract unit prices as stated in the Special Provisions
17 and Contract plans.

18
19 The contract unit price for "Pavement Pulverization (planned depth at each location as shown
20 in the Proposal)" per Square Yard (S.Y.) will be full payment for furnishing all materials,
21 equipment, tools, labor, and incidentals necessary to complete the work and to carry out the
22 maintenance provisions in these specifications.

23
24 The contract unit price for "Additional Pavement Pulverization (Per Each Additional 0.1' Depth
25 beyond the depth shown in the Proposal for each location)" per Square Yard (S.Y.) for each
26 additional 0.10 feet of depth will be full payment for furnishing all materials, equipment, tools,
27 labor, and incidentals necessary to complete the work and to carry out the maintenance
28 provisions in these specifications.

29
30 The contract unit price for "Mixing Base Stabilization (planned depth at each location as shown
31 in the Proposal)" per Square Yard (S.Y.) will be full payment for furnishing all materials,
32 equipment, tools, labor, and incidentals necessary to complete the work and to carry out the
33 maintenance provisions in these specifications.

34
35 The contract unit price for "Additional Mixing Base Stabilization (Per Each Additional 0.1'
36 Depth beyond the depth shown in the Proposal for each location)" per Square Yard (S.Y.) for
37 each additional 0.10 feet of depth will be full payment for furnishing all materials, equipment,
38 tools, labor, and incidentals necessary to complete the work and to carry out the maintenance
39 provisions in these specifications.

40
41 "Cement (Type II)" per Ton.

42 43 **POWER EQUIPMENT**

44 (*****)

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

47
48 The bidder's attention is directed to the attached Power Equipment Form, which the successful
49 bidder will be required to complete and return with the contract documents. This information will
50 enable hourly rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for
51 Construction Equipment". No payment for any force account work will be allowed until this form

1 has been returned and accepted by the County.

2
3 **E-VERIFY**

4 (*****)

5 "Effective June 21st, 2010, all contracts with a value of ≥ \$100,000 shall require that the awarded
6 contractor register with the Department of Homeland Security E-Verify program. Contractors shall
7 have sixty days after the execution of the contract to register and enter into a Memorandum of
8 Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After
9 completing the MOU the contractor shall have an additional sixty days to provide a written record
10 on the authorized employment status of their employees and those of any sub-contractor(s)
11 currently assigned to the contract. Employees hired during the execution of the contract and after
12 submission of the initial verification will be verified to the county within 30 days of hire, as reported
13 from the E-Verify program. The contractor will continue to update the County on all corrective
14 actions required and changes made during the performance of the contract."
15

16 **BOND**

17 (*****)

18 The Bidder's special attention is directed to the attached bond form, which the successful bidder
19 will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE**
20 **ACCEPTED.** The bond shall be for the full amount of the contract.
21

22 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

23 (*****)

24 On or before the 5th day of each calendar month during the term of this contract, the Contracting
25 Agency shall prepare monthly Progress Payments for work completed and material furnished. If
26 the Contractor agrees, the Contractor will approve the Progress Payment and return the estimate
27 to the Contracting Agency by the 15th day of that same calendar month. The Contracting Agency
28 shall prepare a voucher based upon the approved Progress Payment and payment based thereon
29 shall be due the Contractor near the 10th day of the next calendar month. Material Supply
30 contracts involving delivery of prefabricated material or stockpile material only (no physical work on
31 Contracting Agency property) may be reimbursed via Contractor generated invoices upon written
32 approval by the Engineer. Reimbursement by invoice shall not be subject to late charges listed on
33 the Contractor's standard invoice form.
34

35 When the Contractor reports the work is completed he/she shall then notify the Contracting
36 Agency. The Contracting Agency shall inspect the work and report any deficiencies to the
37 Contractor. When the Contracting Agency is satisfied the work has been completed in accordance
38 with all plans and specifications, the Contracting Agency shall then accept the work.
39

40 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a
41 Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing
42 for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final
43 Acceptance of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these
44 Special Provisions have been satisfied.
45

46 **APPENDICES**

47 (July 12, 1999)

2021 Countywide Base Stabilization Project
CRP 2192A

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

2
3 ***** APPENDIX A:

4 Washington State Prevailing Wage Rates
5 Wage Rate Supplements
6 Wage Rate Benefit Code Key

7
8 APPENDIX B:

9 Bid Proposal Documents

10
11 APPENDIX C:

12 Contract Documents

13
14 APPENDIX D:

15 Vicinity Map
16 Typical Section *****
17
18

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: 5/5/2021

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Lewis	Asbestos Abatement Workers	Journey Level	\$52.39	<u>5D</u>	<u>1H</u>		View
Lewis	Boilermakers	Journey Level	\$70.79	<u>5N</u>	<u>1C</u>		View
Lewis	Brick Mason	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		View
Lewis	Brick Mason	Pointer-Caulker-Cleaner	\$60.57	<u>7E</u>	<u>1N</u>		View
Lewis	Building Service Employees	Janitor	\$13.69		<u>1</u>		View
Lewis	Building Service Employees	Shampooer	\$13.69		<u>1</u>		View
Lewis	Building Service Employees	Waxer	\$13.69		<u>1</u>		View
Lewis	Building Service Employees	Window Cleaner	\$13.69		<u>1</u>		View
Lewis	Cabinet Makers (In Shop)	Journey Level	\$23.17		<u>1</u>		View
Lewis	Carpenters	Acoustical Worker	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Carpenter	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Carpenters on Stationary Tools	\$65.07	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Creosoted Material	\$65.07	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Floor Finisher	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Floor Layer	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Carpenters	Scaffold Erector	\$64.94	<u>7A</u>	<u>4C</u>		View
Lewis	Cement Masons	Application of all Composition Mastic	\$64.84	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of all Epoxy Material	\$64.34	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of all Plastic Material	\$64.84	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of Sealing Compound	\$64.34	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Application of Underlayment	\$64.84	<u>7A</u>	<u>4U</u>		View
Lewis	Cement Masons	Building General	\$64.34	<u>7A</u>	<u>4U</u>		View

Lewis	Cement Masons	Composition or Kalman Floors	\$64.84	7A	4U		View
Lewis	Cement Masons	Concrete Paving	\$64.34	7A	4U		View
Lewis	Cement Masons	Curb & Gutter Machine	\$64.84	7A	4U		View
Lewis	Cement Masons	Curb & Gutter, Sidewalks	\$64.34	7A	4U		View
Lewis	Cement Masons	Curing Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Finish Colored Concrete	\$64.84	7A	4U		View
Lewis	Cement Masons	Floor Grinding	\$64.84	7A	4U		View
Lewis	Cement Masons	Floor Grinding/Polisher	\$64.34	7A	4U		View
Lewis	Cement Masons	Green Concrete Saw, self-powered	\$64.84	7A	4U		View
Lewis	Cement Masons	Grouting of all Plates	\$64.34	7A	4U		View
Lewis	Cement Masons	Grouting of all Tilt-up Panels	\$64.34	7A	4U		View
Lewis	Cement Masons	Gunite Nozzleman	\$64.84	7A	4U		View
Lewis	Cement Masons	Hand Powered Grinder	\$64.84	7A	4U		View
Lewis	Cement Masons	Journey Level	\$64.34	7A	4U		View
Lewis	Cement Masons	Patching Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Pneumatic Power Tools	\$64.84	7A	4U		View
Lewis	Cement Masons	Power Chipping & Brushing	\$64.84	7A	4U		View
Lewis	Cement Masons	Sand Blasting Architectural Finish	\$64.84	7A	4U		View
Lewis	Cement Masons	Screed & Rodding Machine	\$64.84	7A	4U		View
Lewis	Cement Masons	Spackling or Skim Coat Concrete	\$64.34	7A	4U		View
Lewis	Cement Masons	Troweling Machine Operator	\$64.84	7A	4U		View
Lewis	Cement Masons	Troweling Machine Operator on Colored Slabs	\$64.84	7A	4U		View
Lewis	Cement Masons	Tunnel Workers	\$64.84	7A	4U		View
Lewis	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$118.80	7A	4C		View
Lewis	Divers & Tenders	Dive Supervisor/Master	\$81.98	7A	4C		View
Lewis	Divers & Tenders	Diver	\$118.80	7A	4C	8V	View
Lewis	Divers & Tenders	Diver On Standby	\$76.98	7A	4C		View
Lewis	Divers & Tenders	Diver Tender	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Manifold Operator	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Manifold Operator Mixed Gas	\$74.91	7A	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$69.91	7A	4C		View
Lewis	Divers & Tenders	Remote Operated Vehicle Tender	\$65.19	7A	4C		View
Lewis	Dredge Workers	Assistant Engineer	\$70.62	5D	3F		View
Lewis	Dredge Workers	Assistant Mate (Deckhand)	\$70.07	5D	3F		View
Lewis	Dredge Workers	Boatmen	\$70.62	5D	3F		View
Lewis	Dredge Workers	Engineer Welder	\$71.97	5D	3F		View
Lewis	Dredge Workers	Leverman, Hydraulic	\$73.41	5D	3F		View

Lewis	Dredge Workers	Mates	\$70.62	5D	3F		View
Lewis	Dredge Workers	Oiler	\$70.07	5D	3F		View
Lewis	Drywall Applicator	Journey Level	\$64.94	5D	1H		View
Lewis	Drywall Tapers	Journey Level	\$65.31	5P	1E		View
Lewis	Electrical Fixture Maintenance Workers	Journey Level	\$13.69		1		View
Lewis	Electricians - Inside	Cable Splicer	\$77.53	5C	1G		View
Lewis	Electricians - Inside	Journey Level	\$72.56	5C	1G		View
Lewis	Electricians - Inside	Lead Covered Cable Splicer	\$82.51	5C	1G		View
Lewis	Electricians - Inside	Welder	\$77.53	5C	1G		View
Lewis	Electricians - Motor Shop	Craftsman	\$15.37		1		View
Lewis	Electricians - Motor Shop	Journey Level	\$14.69		1		View
Lewis	Electricians - Powerline Construction	Cable Splicer	\$82.39	5A	4D		View
Lewis	Electricians - Powerline Construction	Certified Line Welder	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Groundperson	\$49.17	5A	4D		View
Lewis	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	5A	4D		View
Lewis	Electricians - Powerline Construction	Meter Installer	\$49.17	5A	4D	8W	View
Lewis	Electricians - Powerline Construction	Pole Sprayer	\$75.64	5A	4D		View
Lewis	Electricians - Powerline Construction	Powderperson	\$56.49	5A	4D		View
Lewis	Electronic Technicians	Journey Level	\$46.47	6Z	1B		View
Lewis	Elevator Constructors	Mechanic	\$100.51	7D	4A		View
Lewis	Elevator Constructors	Mechanic In Charge	\$108.53	7D	4A		View
Lewis	Fabricated Precast Concrete Products	Journey Level	\$13.69		1		View
Lewis	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.69		1		View
Lewis	Fence Erectors	Fence Erector	\$44.40	7A	4V	8Y	View
Lewis	Fence Erectors	Fence Laborer	\$44.40	7A	4V	8Y	View
Lewis	Flaggers	Journey Level	\$44.40	7A	4V	8Y	View
Lewis	Glaziers	Journey Level	\$69.26	7L	1Y		View
Lewis	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$79.43	5J	4H		View
Lewis	Heating Equipment Mechanics	Journey Level	\$89.61	7F	1E		View
Lewis	Hod Carriers & Mason Tenders	Journey Level	\$54.01	7A	4V	8Y	View
Lewis	Industrial Power Vacuum Cleaner	Journey Level	\$13.69		1		View

Lewis	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Lewis	Inland Boatmen	Cook	\$56.48	5B	1K		View
Lewis	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Lewis	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Lewis	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Lewis	Inland Boatmen	Mate	\$57.31	5B	1K		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.69		1		View
Lewis	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.69		1		View
Lewis	Insulation Applicators	Journey Level	\$64.94	7A	4C		View
Lewis	Ironworkers	Journeyman	\$76.78	7N	1O		View
Lewis	Laborers	Air, Gas Or Electric Vibrating Screed	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Airtrac Drill Operator	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Ballast Regular Machine	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Batch Weighman	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Brick Pavers	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Brush Cutter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Brush Hog Feeder	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Burner	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Caisson Worker	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Carpenter Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Cement Dumper-paving	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Cement Finisher Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Change House Or Dry Shack	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Chipping Gun (30 Lbs. And Over)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Chipping Gun (Under 30 Lbs.)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Choker Setter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Chuck Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Clary Power Spreader	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Clean-up Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Concrete Dumper/Chute Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Concrete Form Stripper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Concrete Placement Crew	\$53.35	7A	4V	8Y	View

Lewis	Laborers	Concrete Saw Operator/Core Driller	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Crusher Feeder	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Curing Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Ditch Digger	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Diver	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Drill Operator (Hydraulic, Diamond)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Dry Stack Walls	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Dump Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Epoxy Technician	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Erosion Control Worker	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Faller & Bucker Chain Saw	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Fine Graders	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Firewatch	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Form Setter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Gabian Basket Builders	\$52.39	7A	4V	8Y	View
Lewis	Laborers	General Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Grade Checker & Transit Person	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Grinders	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Grout Machine Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Guardrail Erector	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level A)	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level B)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Hazardous Waste Worker (Level C)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	High Scaler	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Jackhammer	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Laserbeam Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Maintenance Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Manhole Builder-Mudman	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Material Yard Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Motorman-Dinky Locomotive	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$53.35	7A	4V	8Y	View

Lewis	Laborers	Pavement Breaker	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pilot Car	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Pipe Layer Lead	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Pipe Layer/Tailor	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Pot Tender	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Reliner	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pipe Wrapper	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Pot Tender	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Powderman	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Powderman's Helper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Power Jacks	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Railroad Spike Puller - Power	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Raker - Asphalt	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Re-timberman	\$54.01	7A	4V	8Y	View
Lewis	Laborers	Remote Equipment Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rigger/Signal Person	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rip Rap Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Rivet Buster	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Rodder	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Scaffold Erector	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Scale Person	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Sloper (Over 20")	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Sloper Sprayer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Spreader (Concrete)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Stake Hopper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Stock Piler	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Swinging Stage/Boatswain Chair	\$44.40	7A	4V	8Y	View
Lewis	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Tamper (Multiple & Self-propelled)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Toolroom Person (at Jobsite)	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Topper	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Track Laborer	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Track Liner (Power)	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Traffic Control Laborer	\$47.48	7A	4V	9C	View
Lewis	Laborers	Traffic Control Supervisor	\$50.31	7A	4V	9C	View
Lewis	Laborers	Truck Spotter	\$52.39	7A	4V	8Y	View
Lewis	Laborers	Tugger Operator	\$53.35	7A	4V	8Y	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$129.67	7A	4V	9B	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00	\$134.70	7A	4V	9B	View

		psi					
Lewis	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$138.38	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$144.08	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$146.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$151.30	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$153.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$155.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$157.20	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Lewis	Laborers	Tunnel Work-Guage and Lock Tender	\$54.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Tunnel Work-Miner	\$54.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Vibrator	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Vinyl Seamer	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Watchman	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Welder	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Well Point Laborer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers	Window Washer/Cleaner	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.39	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Laborers - Underground Sewer & Water	Pipe Layer	\$53.35	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$40.36	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Lewis	Landscape Construction	Landscape Operator	\$69.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Landscape Maintenance	Groundskeeper	\$13.69		<u>1</u>		View
Lewis	Lathers	Journey Level	\$64.94	<u>5D</u>	<u>1H</u>		View
Lewis	Marble Setters	Journey Level	\$60.57	<u>7E</u>	<u>1N</u>		View
Lewis	Metal Fabrication (In Shop)	Fitter	\$15.16		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Laborer	\$13.69		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Machine Operator	\$13.69		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Painter	\$13.69		<u>1</u>		View
Lewis	Metal Fabrication (In Shop)	Welder	\$15.16		<u>1</u>		View
Lewis	Millwright	Journey Level	\$66.44	<u>7A</u>	<u>4C</u>		View
Lewis	Modular Buildings	Cabinet Assembly	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Electrician	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Equipment Maintenance	\$13.69		<u>1</u>		View

Lewis	Modular Buildings	Plumber	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Production Worker	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Tool Maintenance	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Utility Person	\$13.69		<u>1</u>		View
Lewis	Modular Buildings	Welder	\$13.69		<u>1</u>		View
Lewis	Painters	Journey Level	\$45.40	<u>6Z</u>	<u>2B</u>		View
Lewis	Pile Driver	Crew Tender	\$69.91	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Crew Tender/Technician	\$69.91	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0- 30.00 PSI	\$80.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$85.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$89.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$94.76	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$97.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$102.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$104.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$106.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$108.26	<u>7A</u>	<u>4C</u>		View
Lewis	Pile Driver	Journey Level	\$65.19	<u>7A</u>	<u>4C</u>		View
Lewis	Plasterers	Journey Level	\$61.67	<u>7Q</u>	<u>1R</u>		View
Lewis	Playground & Park Equipment Installers	Journey Level	\$13.69		<u>1</u>		View
Lewis	Plumbers & Pipefitters	Journey Level	\$79.47	<u>5A</u>	<u>1G</u>		View
Lewis	Power Equipment Operators	Asphalt Plant Operator	\$70.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Assistant Engineer	\$66.30	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Barrier Machine (zipper)	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Batch Plant Operator: Concrete	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Bobcat	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Brooms	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Bump Cutter	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators	Cableways	\$70.17	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

Lewis	Power Equipment Operators	Chipper	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Compressor	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Finish Machine - laser Screed	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Conveyors	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes Friction: 200 tons and over	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Crusher	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Derricks: on building work	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Dozers D-9 & Under	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Drilling Machine	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Gradechecker/stakeman	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Guardrail punch/Auger	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Locator	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Horizontal/directional Drill Operator	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Loaders, Plant Feed	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Loaders: Elevating Type Belt	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Locomotives, All	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Material Transfer Device	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Motor patrol graders	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, Bridge Type	\$69.55	7A	3K	8X	View

		Crane: 20 Tons Through 44 Tons					
Lewis	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Pavement Breaker	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Posthole Digger, Mechanical	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Power Plant	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Pumps - Water	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Rigger and Bellman	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Rollagon	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Roller, Other Than Plant Mix	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Roto-mill, Roto-grinder	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Saws - Concrete	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Scrapers - Concrete & Carry All	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Service Engineers: equipment	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Shotcrete/gunite Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$71.60	7A	3K	8X	View
Lewis	Power Equipment Operators	Slipform Pavers	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Spreader, Topsider & Screedman	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Subgrader Trimmer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Bucket Elevators	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators	Transporters, All Track Or Truck Type	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators	Trenching Machines	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators	Truck Mount Portable Conveyor	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators	Welder	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators	Wheel Tractors, Farmall Type	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators	Yo Yo Pay Dozer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Brooms	\$66.01	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cableways	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Chipper	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Compressor	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - laser Screed	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$71.93	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Crusher	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$70.49	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets, etc.	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$70.49	7A	3K	8X	View
Lewis	Power Equipment	Pavement Breaker	\$66.01	7A	3K	8X	View

	Operators- Underground Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$66.30	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground	Scrapers, Self-propelled: 45 Yards And Over	\$70.17	7A	3K	8X	View

	Sewer & Water						
Lewis	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$66.01	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$70.88	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$69.55	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$71.93	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$71.20	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$72.63	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$70.17	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$69.02	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$69.87	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$69.33	7A	3K	8X	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$69.55	7A	3K	8X	View

Lewis	Power Equipment Operators- Underground Sewer & Water	Welder	\$70.49	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$66.01	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$69.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Lewis	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$55.03	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Spray Person	\$52.24	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$55.03	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer	\$49.21	<u>5A</u>	<u>4A</u>		View
Lewis	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$37.47	<u>5A</u>	<u>4A</u>		View
Lewis	Refrigeration & Air Conditioning Mechanics	Journey Level	\$79.46	<u>5A</u>	<u>1G</u>		View
Lewis	Residential Brick Mason	Journey Level	\$21.96		<u>1</u>		View
Lewis	Residential Carpenters	Journey Level	\$24.89		<u>1</u>		View
Lewis	Residential Cement Masons	Journey Level	\$16.79		<u>1</u>		View
Lewis	Residential Drywall Applicators	Journey Level	\$36.07		<u>1</u>		View
Lewis	Residential Drywall Tapers	Journey Level	\$24.48		<u>1</u>		View
Lewis	Residential Electricians	Journey Level	\$37.53	<u>5A</u>	<u>1B</u>		View
Lewis	Residential Glaziers	Journey Level	\$25.40		<u>1</u>		View
Lewis	Residential Insulation Applicators	Journey Level	\$28.53		<u>1</u>		View
Lewis	Residential Laborers	Journey Level	\$23.10		<u>1</u>		View
Lewis	Residential Marble Setters	Journey Level	\$21.96		<u>1</u>		View
Lewis	Residential Painters	Journey Level	\$18.76		<u>1</u>		View
Lewis	Residential Plumbers & Pipefitters	Journey Level	\$26.35		<u>1</u>		View
Lewis	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$32.89		<u>1</u>		View
Lewis	Residential Sheet Metal Workers	Journey Level	\$33.28		<u>1</u>		View
Lewis	Residential Soft Floor Layers	Journey Level	\$14.86		<u>1</u>		View
Lewis	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$20.28		<u>1</u>		View
Lewis	Residential Stone Masons	Journey Level	\$21.96		<u>1</u>		View
Lewis	Residential Terrazzo Workers	Journey Level	\$14.86		<u>1</u>		View
Lewis	Residential Terrazzo/Tile Finishers	Journey Level	\$14.86		<u>1</u>		View
Lewis	Residential Tile Setters	Journey Level	\$14.86		<u>1</u>		View
Lewis	Roofers	Journey Level	\$56.95	<u>5A</u>	<u>20</u>		View

Lewis	Roofers	Using Irritable Bituminous Materials	\$59.95	5A	20		View
Lewis	Sheet Metal Workers	Journey Level (Field or Shop)	\$89.61	7F	1E		View
Lewis	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		1		View
Lewis	Sign Makers & Installers (Non-Electrical)	Journey Level	\$52.39	7A	4V	8Y	View
Lewis	Soft Floor Layers	Journey Level	\$51.91	5A	3J		View
Lewis	Solar Controls For Windows	Journey Level	\$13.69		1		View
Lewis	Sprinkler Fitters (Fire Protection)	Journey Level	\$66.01	7J	1R		View
Lewis	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.69		1		View
Lewis	Stone Masons	Journey Level	\$60.57	7E	1N		View
Lewis	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		1		View
Lewis	Surveyors	Chain Person	\$68.39	7A	3K		View
Lewis	Surveyors	Instrument Person	\$69.02	7A	3K		View
Lewis	Surveyors	Party Chief	\$70.17	7A	3K		View
Lewis	Telecommunication Technicians	Journey Level	\$46.47	6Z	1B		View
Lewis	Telephone Line Construction - Outside	Cable Splicer	\$37.40	5A	2B		View
Lewis	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$25.04	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$31.22	5A	2B		View
Lewis	Telephone Line Construction - Outside	Telephone Lineperson	\$35.34	5A	2B		View
Lewis	Terrazzo Workers	Journey Level	\$55.71	7E	1N		View
Lewis	Tile Setters	Journey Level	\$55.71	7E	1N		View
Lewis	Tile, Marble & Terrazzo Finishers	Finisher	\$46.54	7E	1N		View
Lewis	Traffic Control Stripers	Journey Level	\$49.13	7A	1K		View
Lewis	Truck Drivers	Asphalt Mix Over 16 Yards	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers	Asphalt Mix To 16 Yards	\$62.96	5D	4Y	8L	View
Lewis	Truck Drivers	Dump Truck	\$62.96	5D	4Y	8L	View
Lewis	Truck Drivers	Dump Truck & Trailer	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers	Other Trucks	\$63.80	5D	4Y	8L	View
Lewis	Truck Drivers - Ready Mix	Transit Mix	\$63.80	5D	4Y	8L	View
Lewis	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$18.18		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Oiler	\$13.69		1		View
Lewis	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

Overtime Codes

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

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

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- 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.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- 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.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

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

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

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.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

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

EXCEPTION:

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

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

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

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

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

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

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

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

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

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

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

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

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

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

Overtime Codes Continued

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

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

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

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

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

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

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

- Z. 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. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. The first ten (10) hours worked on Saturday and all hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays shall be paid at double the hourly rate of wage.

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

Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- 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. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Holiday Codes Continued

- 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.
- 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.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Benefit Code Key – Effective 3/3/2021 thru 8/31/2021

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (8). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

8. T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Note Codes Continued

8. Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

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

Note Codes Continued

- 9. D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

APPENDIX B

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

Josh Metcalf, 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 12:15 p.m. on **Thursday, May 20, 2021**, at the Lewis County Courthouse, Chehalis, Washington, for the 2021 Countywide Base Stabilization Project – CRP 2192A. This contract provides for the improvement of ***** Fred Plant and Guerrier Roads in Lewis County by pulverization, cement stabilization, ***** and other work, all in accordance with these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 12:15 P.M. on Thursday, May 20, 2021

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.
Bids submitted after 12:15 PM will not be considered for this project.)

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 **12:15 P.M.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR THE 2021 COUNTYWIDE BASE STABILIZATION PROJECT – CRP 2192A, TO BE OPENED ON OR AFTER 12:15 P.M. ON MAY 20, 2021.**

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

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

The 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 2021 Countywide Base Stabilization Project - CRP 2192A, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract and the following schedule of rates and prices:

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

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	2 L.S.	Mobilization Charge	LUMP SUM	\$
2	18,567 S.Y.	Pavement Pulverization (@ 0.50' Depth)	\$	\$
3	1 S.Y.	Additional Pavement Pulverization (Per Each Additional 0.1' Depth)	\$	\$
4	18,567 S.Y.	Mixing Base Stabilization (@ 0.80' Depth)	\$	\$
5	1 S.Y.	Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth)	\$	\$
6	450 TON	Cement (Type II)	\$	\$
7	1 L.S.	SPCC Plan	LUMP SUM	\$
			TOTAL	\$

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

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

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

CASH IN THE AMOUNT OF _____

CASHIER'S CHECK _____ DOLLARS

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

PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

State of Washington Contractor's License No.

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

Telephone No.

Federal ID No.

Note:

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

*Attach Power of Attorney



Lewis County Department of Public Works

Josh Metcalf, 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 solicitation date (_____), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

APPENDIX C

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2021, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

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

WITNESSETH:

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

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary for the improvement of Fred Plant and Guerrier Roads in Lewis County by pulverization, cement stabilization, and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

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

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

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

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

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

By: _____

Contractor

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

Dated: _____, 2021

By: _____

Surety

By: _____

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____

Civil Deputy

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

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

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. CRP 2192A, between Principal and County, which total is *initially* _____ Dollars (\$ _____), for the payment of which sum

Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for the 2021 Countywide Base Stabilization Project, and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. CRP 2192A, between the below-named Contractor and County for the 2021 Countywide Base Stabilization Project, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

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

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

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
(Signature of Attorney-in-Fact)

By: _____
(Signature of authorized signer for Contractor)

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

(Type or print name of signer for Contractor)

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

(Type or print title of signer for Contractor)

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**
COUNTY OF _____)

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

(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR SURETY**
COUNTY OF _____)

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

(Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

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

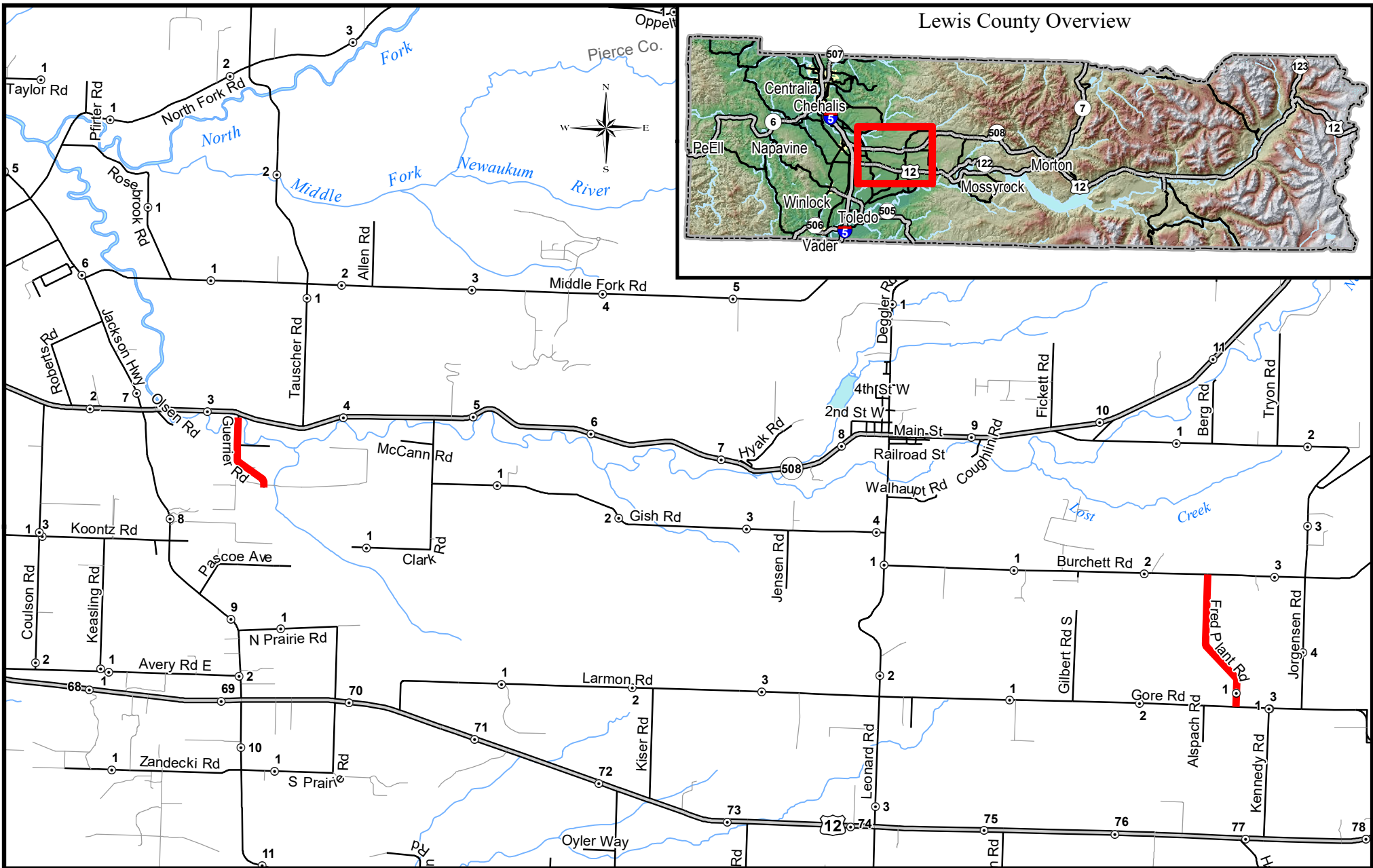
Type of Equipment	Make	Model Number	Serial Number	* Capacity	Year Built

APPENDIX D

INCLUDING:

Vicinity Map

Typical Section



2021 Countywide Base Stabilization Project - CRP 2092A

Fred Plant Rd MP 0.0 - MP 1.111 & Guerrier Rd MP 0.036 - 0.674

Scale: 1 Inch = 1 Mile



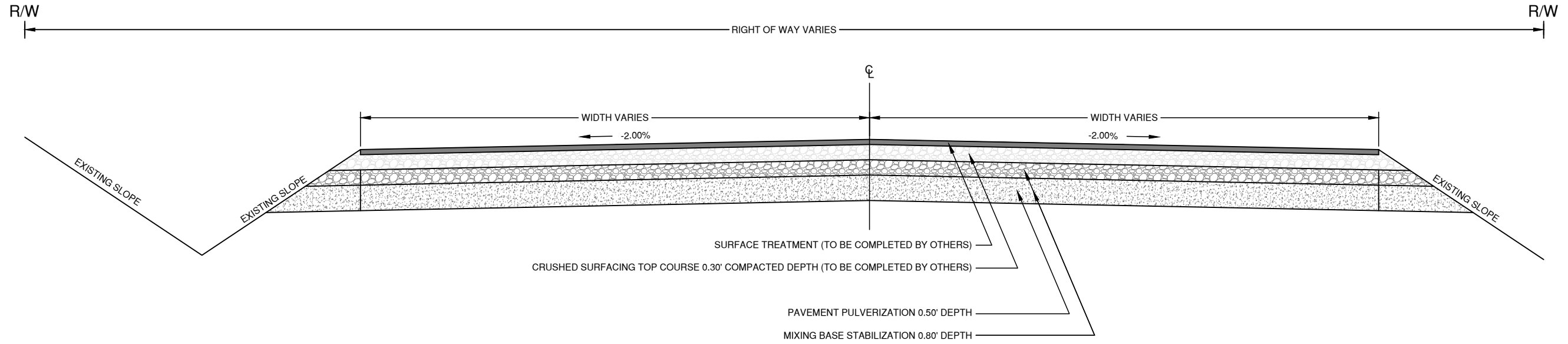
Mile

- Project Site
- State Route
- Private Street
- Milepost
- County Road
- County Line



April 27, 2021

ROAD NAME	CEMENT LBS / S.Y.	CEMENT LBS / S.F.	BMP	EMP	WIDTH	APPROXIMATE S.Y.	PULVERIZATION DEPTH	MIXING BASE STABILIZATION DEPTH
FRED PLANT ROAD	46.8	5.20	0.000	1.111	17.00'	11,080.37	0.50'	0.80'
GUERRIER ROAD	45.9	5.10	0.036	0.674	20.00'	7,485.87	0.50'	0.80'



NOTE
 CRUSHED SURFACING TOP COURSE IS TO BE PLACE AFTER PAVEMENT PULVERIZATION, AND BE USED WITH MIXING BASE STABILIZATION PROCESS

TYPICAL SECTION
 NOT TO SCALE

	2025 N. E. KRESKY AVE. CHEHALIS WA 98532 PHONE # (360) 740-1123 FAX # (360) 740-2719	DESIGNED BY : J. PIPER DRAWN BY : J. PIPER CHECKED BY : DATE :	NO.	DATE	REVISION	BY	APP.	2021 COUNTYWIDE BASE STABILIZATION PROJECT	COUNTY ROAD PROJECT NO: 2192A TYPICAL SECTION	SHEET	CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555 "It's the Law" Utilities Underground Location Center